



## BOARD OF SUPERVISORS

### WORKSHOP

**February 9, 2021**

4:00 p.m.

### AGENDA

**LOCATION:** This meeting will be held **virtually**. Any member of the public interested in participating in the meeting should email the Township at [tscheivert@upperuwchlan-pa.gov](mailto:tscheivert@upperuwchlan-pa.gov) for a link and a password to join in the meeting. To minimize public exposure to COVID-19, the meeting will be conducted via webinar. No attendance in-person will be allowed. If you require special accommodation, please call the Township office at 610-458-9400.

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A. Salute to the Flag	
B. Moment of Silence	
C. Inquire if any Attendee plans to audio or video record the Workshop	
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III. Scott Johnson – Shared Parking - discussion	---
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## UPPER UWCHLAN TOWNSHIP MEMORANDUM

### ADMINISTRATION

TO: BOARD OF SUPERVISORS  
FROM: Gwen Jonik, Township Secretary  
RE: Patrick Dennin – Reappoint to Park & Recreation Board  
DATE: February 5, 2021

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Patrick Dennin has expressed interest in being reappointed to the Park & Recreation Board (PRB). He was appointed to the PRB in June 2017 and his term expired December 31, 2020.

A term on the PRB is 5 years; his term would expire December 31, 2025.

The Board is respectfully requested to reappoint Mr. Dennin to the PRB at your February 9, 2021 Workshop.

RETURN TO:

Kristin S. Camp, Esquire  
Buckley Brion McGuire & Morris LLP  
118 West Market Street  
Suite 300  
West Chester, PA 19382

UPI No. 32-4-493

## **DRAINAGE IMPROVEMENT MAINTENANCE AGREEMENT**

THIS DRAINAGE IMPROVEMENT MAINTENANCE AGREEMENT ("Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between EAGLE SENIOR LIVING PARTNERS, LLC D/B/A FIELDSTONE AT CHESTER SPRINGS, a Pennsylvania limited liability company ("Fieldstone"); and UPPER UWCHLAN TOWNSHIP, a municipal subdivision of the Commonwealth of Pennsylvania ("Township").

### **BACKGROUND**

A. Fieldstone is owner of an approximately 4.248 acre parcel of land located at the intersection of Byers Road and Graphite Mine Road in Upper Uwchlan Township, Chester County, Pennsylvania, said parcel being identified as UPI No. 32-4-493 and being more particularly described in a Deed recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania, in Book \_\_\_\_\_, Page \_\_\_\_\_ ("Property").

B. Final Planned Residential Development Plan approval has been granted by the Township for the construction of a senior living facility on the Property pursuant to a plan entitled "Final Plan for Parcel 6C – Byers Station Planned Residential Development" prepared by D.L. Howell & Associates, Inc. dated September 21, 2018 and last revised April 9, 2020 ("Plan").

C. Fieldstone has applied to the Pennsylvania Department of Transportation ("PennDOT") for a Highway Occupancy Permit ("Roadway HOP") for construction of certain improvements in the right-of-way of Byers Road (S.R. 1022).

D. A prerequisite of Fieldstone's Roadway HOP approval will be a separate Stormwater Facilities PennDOT highway occupancy permit for the installation of certain drainage facilities ("Drainage HOP") in the right-of-way of Byers Road including one (1) inlet capping lid with manhole cover and 12 linear feet of 15" reinforced concrete pipe in the Byers Road right-of-way (collectively, the "Drainage Facilities").

E. Pursuant to that certain PennDOT Strike-Off Letter No. 470-12-01 dated January 11, 2012 ("Strike-Off Letter"), PennDOT is requiring that the Township be a co-applicant on the application for the Drainage HOP (and to become co-permittee) and that the Township accept ultimate responsibility for maintaining the Drainage Facilities in Byers Road.

F. The Township is willing to join with Fieldstone as co-applicant of the Drainage HOP (and to become co-permittee) subject to the terms, conditions and provisions set forth in this Agreement.

NOW, THEREFORE, Fieldstone and the Township, each intending to be legally bound, agree as follows:

1. Background. The background set forth above is incorporated into and made part of this Agreement.

2. Drainage HOP Application. Fieldstone shall cause to be prepared, at no cost or expense to the Township, an application to PennDOT for approval of the Drainage HOP ("Application"). The Application shall be prepared in a form and substance satisfactory to the Township and shall name the Township as the co-applicant for the Drainage HOP. Upon completion of the Application, the Township shall execute the Application and provide the Application to Fieldstone's traffic engineer for submission to PennDOT for review. In the event PennDOT should require any modifications to the Application or request additional information in connection with the Application, the Township shall notify Fieldstone of the same and Fieldstone shall cause compliance with the same in a form and content satisfactory to the Township. Upon approval and issuance of the Drainage HOP, the Township shall notify Fieldstone of the same and provide Fieldstone with a copy of the Drainage HOP.

3. Construction of Improvements. Concurrent with the construction of the improvements set forth in the Plan, Fieldstone shall cause to be constructed, at no cost or expense to the Township, the Drainage Facilities set forth in the Drainage HOP in a good and workmanlike manner and in conformance with the requirements of the Drainage HOP and the Plan and otherwise in conformance with other applicable PennDOT requirements and Township requirements. If PennDOT should require an improvement guarantee for the cost of construction and installation of the Drainage Facilities, Fieldstone shall cause such financial security to be provided to PennDOT prior to the commencement of construction of the Drainage Facilities. If PennDOT does not require an improvement guarantee for the cost of construction and installation of the Drainage Facilities, Fieldstone shall cause sufficient financial security for the Drainage Facilities to be posted with the Township.

4. Maintenance and Usage of Drainage Facilities. Attached as Exhibit "A" of this Agreement is a drawing entitled "Elevation and Drainage Plan" prepared by Traffic Planning & Design, Inc. dated November 20, 2018 and last revised July 27, 2020, which depicts that portion of the Drainage Facilities for which PennDOT has assigned ultimate maintenance responsibilities to the Township. Fieldstone shall assume from the Township the maintenance responsibility for that area designated in Exhibit "A" and Fieldstone shall perform all maintenance to said Drainage Facilities as may be required from time to time by PennDOT or the Township pursuant to

applicable laws and regulations. The Township shall provide Fieldstone written notice of any work required of Fieldstone pursuant to the terms of this Agreement. Notwithstanding the foregoing, Fieldstone shall have no responsibility for any relocation, modification or expansion of the subject Drainage Facilities that are not required for maintenance purposes. In addition, the Township shall not allow any additional land development within the upstream drainage field of the Drainage Facilities which would adversely impact the operation, integrity or maintenance of those Drainage Facilities Fieldstone is required to maintain without the prior written consent of Fieldstone.

A. Inspections. Fieldstone shall cause the Drainage Facilities to be inspected not earlier than September 1<sup>st</sup> and not later than September 30<sup>th</sup> of the calendar year and each calendar year thereafter. All such inspections shall be performed by a civil engineer licensed as such in the Commonwealth of Pennsylvania who shall prepare a written inspection report in which such civil engineer shall (i) identify the condition of the Drainage Facilities as of the time of his or her inspection thereof; (ii) identify any maintenance, repairs and/or modifications that Fieldstone performed with regard to the Drainage Facilities during the twelve (12) month period immediately preceding such inspection; (iii) identify any maintenance, repairs and/or modifications then required in order to permit the Drainage Facilities to function in accordance with the design thereof; and (iv) other than as to such maintenance, repairs and/or modifications (if any), certify that the Drainage Facilities are functioning in accordance with the design thereof. The written inspection report shall be submitted to the Township Engineer within two weeks of completion of the report. If maintenance, repairs and/or modifications for the Drainage Facilities are/is recommended in the inspection report, Fieldstone shall complete those within thirty (30) days of the date that PennDOT shall authorize the same and, within two (2) weeks after completion of the maintenance, repairs and/or modifications, the civil engineer who prepared the annual inspection report, as aforesaid, shall submit to the Township a follow-up inspection report pursuant to which he or she shall include a description of the maintenance, repairs and/or modifications performed and a certification that the Drainage Facilities are then functioning in accordance with the design thereof.

B. Township Right to Cure. In the event Fieldstone fails to comply with the terms of this Agreement and Township shall elect to cure the Deficiencies (as hereinafter defined), Township shall send written notice to Fieldstone specifying the areas of noncompliance (“Deficiencies”) and the steps that Fieldstone must take to comply. In the event Fieldstone does not comply with the terms of the notice within thirty (30) days of the date thereof, or diligently pursue compliance in circumstances where compliance is not possible within such thirty (30) day period due to weather conditions, refusal or delay by PennDOT to authorize the same or otherwise, the Township shall have the right, but not the obligation, to complete any maintenance, repairs and/or modifications necessary to correct the Deficiencies and, thereafter:

1. collect the cost thereof from Fieldstone by municipal lien against the Property; and/or
2. collect the cost thereof (together with Township’s actual and reasonable engineering, legal and court costs) from Fieldstone; and/or
3. pursue any other remedy allowed by law or equity.

C. Prohibition of Alteration or Removal. Except as expressly set forth in this Agreement or as required pursuant to applicable law to the contrary, Fieldstone shall not alter or remove the Drainage Facilities unless Fieldstone receives prior written approval for such alteration or removal from each of the Township and PennDOT.

5. Insurance; Indemnity.

A. Insurance. Fieldstone shall obtain and maintain during the entire term of this Agreement one or more public liability and property damage insurance policy(ies) covering injury, death or property damage claims arising out of the installation, construction, operation or maintenance of the Drainage Facilities. Such insurance policies shall provide bodily injury, including death, and property damage coverage in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such insurance policy(ies) shall be occurrence based and shall name Township as an additional insured. Any policy of insurance required hereunder shall provide that such policy may not be cancelled without first giving Township thirty (30) days' prior written notice of cancellation and shall contain a waiver of subrogation clause *vis-à-vis* the Township. Fieldstone's insurance shall be primary and non-contributory to insurance coverage maintained by Township. Fieldstone shall provide to Township a Certificate of Liability Insurance annually at the policy renewal which shall include the aforementioned limits, additional insured endorsement and prior cancellation notice clause. The insurance carrier providing such coverage shall be rated at minimum of "A" per A.M. Best insurance rating agency.

B. Indemnification of Township. Except for Township Claims (as hereinafter defined) arising out of or in any manner or form related to the negligence or willful misconduct of the Township and/or any of the Township's officials, agents, contractors, employees or subcontractors, Fieldstone, for itself and its successors or assigns, shall at all times indemnify and defend (with counsel selected by Fieldstone) the Township and, as applicable, its elected officials from and against any and all claims, suits, legal expenses or judgments arising out of or related in any respect to the installation, construction, operation or maintenance of the Drainage Facilities (collectively the "Township Claims"). Fieldstone shall have the duty to defend the Township and, as applicable, its elected officials against any Township Claims made by any person who alleges that adverse conditions, damages, or loss have been caused by installation, construction, operation or maintenance of the Drainage Facilities (excepting maintenance that Township performs pursuant to Section 4.B. of this Agreement). In the event Fieldstone fails to undertake the defense of any Township Claims and Township is required to enter upon its own defense, Fieldstone shall reimburse the Township for all actual and reasonable defense expenses the Township incurs including engineering fees, expert witness fees, fines, penalties, reasonable legal fees, and court costs and, in addition, Fieldstone shall pay any judgment rendered against the Township as a result of such Township Claim. In the event Fieldstone shall fail to pay the proper costs, legal fees, other expenses or damages as herein provided and the Township is required to pay same, the Township shall have the right to receive the monies it has expended, together with the actual and reasonable attorneys' fees incurred in pursuing reimbursement from Fieldstone, either by (A) commencing a civil action against Fieldstone in the Court of Common Pleas of Chester County, or (B) causing a lien to be placed on the Property in an amount equal to the sums required to be expended, or (C) any other manner permitted at law or in equity.

6. Drainage HOP Exhibit; Recording of Agreement. Fieldstone and the Township understand and acknowledge that upon issuance by PennDOT of the Drainage HOP, a copy of said Drainage HOP shall be attached to this Agreement as Exhibit "B" and shall be incorporated into and made part of this Agreement. This Agreement shall then be recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania at the cost of Fieldstone.

7. Notices. Any notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered either:

- (a) In person; or
- (b) By commercial overnight carrier that guarantees next day delivery and provides receipt for the same; or
- (c) By email (followed by hard copy delivered in accordance with the preceding subsections (a) or (b)); and
- (d) Such notice is addressed as follows:

If to Fieldstone: Eagle Senior Living Partners, LLC  
c/o Vantage Point Retirement Living, Inc.  
Attn.: Greg Stevens  
411 Eagleview Boulevard  
Suite 114  
Exton, PA 19341  
Telephone No. 610.321.1977  
Email: [gstevens@vpreirement.com](mailto:gstevens@vpreirement.com)

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

9. Covenants Running with the Land. This Agreement and the provisions herein shall solely be covenants running with the land and shall automatically transfer to and be binding upon Fieldstone's successors in title to the Property. Neither Fieldstone nor any of its successors in title to the Property shall have any liability under this Agreement after termination of their respective ownership interests in the Property.

10. Entire Agreement. This Agreement contains the entire agreement by and between Fieldstone and the Township with respect to the subject matter set forth herein and supersedes any prior oral or written understanding.

11. Descriptive Headings. The descriptive headings used herein are for convenience only and they are not intended to indicate all of the matters in the paragraph which follows the descriptive heading. Accordingly, descriptive headings have no effect whatsoever in determining the rights and obligations of the parties under this Agreement.

12. Contingency. This Agreement is contingent upon issuance of the Drainage HOP referenced herein.

***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and delivered as of the day and year first above written.

EAGLE SENIOR LIVING PARTNERS, LLC  
D/B/A FIELDSTONE AT CHESTER SPRINGS,  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Gregory Stevens, President

ATTEST: UPPER UWCHLAN TOWNSHIP

By: Sandra M. D'Amico  
Chairperson

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CHESTER : ss.  
:

ON this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public, the undersigned officer, personally appeared Gregory Stevens, who acknowledged himself to be the President of EAGLE SENIOR LIVING PARTNERS, LLC D/B/A FIELDSTONE AT CHESTER SPRINGS, a Pennsylvania limited liability company, and he that being authorized to do so as such officer executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

---

Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF CHESTER :  
:

ON this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public, the undersigned officer, personally appeared Sandra M. D'Amico, who acknowledged herself to be the Chairperson of the Board of Supervisors of Upper Uwchlan Township, and that being authorized to do so as such officer executed the foregoing instrument for the purposes therein contained on behalf of the Township.

In witness whereof, I hereunto set my hand and official seal.

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Notary Public

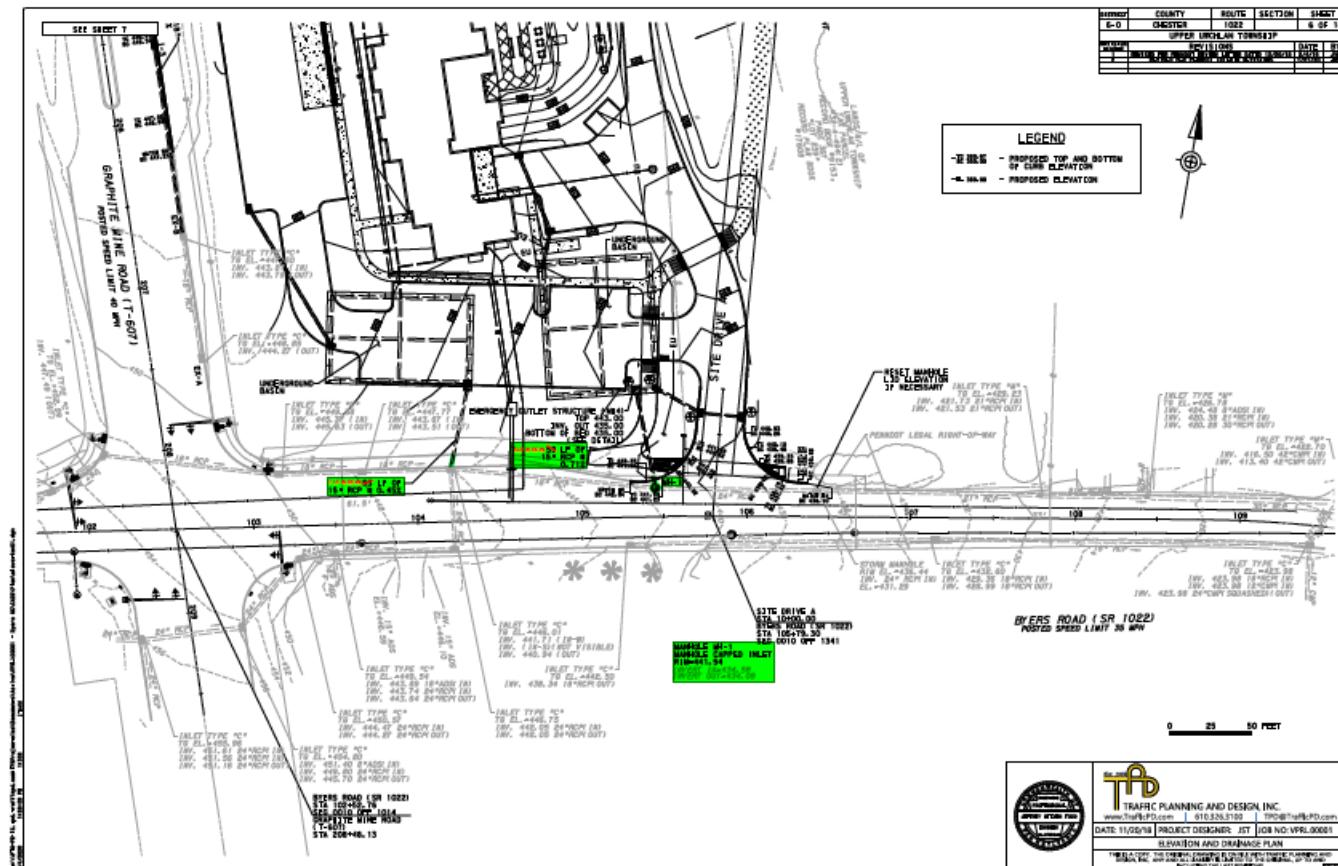


EXHIBIT "A"

EXHIBIT “B”

4/2020 1:55:09 PM 1:300 j.todd

## LEGEND

COUNTY	ROUTE	SECTION	SHEET
CHESTER	1022		6 OF 14
UPPER UWCHLAN TOWNSHIP			
REVISIONS		DATE	BY
REVISED PER PENNDOT REVIEW LETTER DATED 12/20/18		2/4/19	JVM
REVISED PER PENNDOT INTERIM REVISIONS		7/27/20	JMS

INLET TYPE "M"  
TG EL. = 426.78  
INV. 424.48 8"ADS( IN)  
INV. 420.38 21"RCP( IN)  
INV. 420.28 30"RCP( OUT)

INLET TYPE "M"  
TG EL. = 422.70  
INV. 416.50 42"CMP( IN)  
INV. 413.40 42"CMP( OUT)

INLET TYPE "C"  
TG EL. = 423.98  
INV. 423.98 18"RCP( IN)  
INV. 423.98 12"CMP( IN)  
INV. 423.98 24"CMP( SQUASHED) ( OUT)

0 25 50 FEET

TPD

TRAFFIC PLANNING AND DESIGN, INC.  
TrafficPD.com 610.326.3100 TPD@TrafficPD.com  
20/18 PROJECT DESIGNER: JST JOB NO: VPRL.00001  
ELEVATION AND DRAINAGE PLAN  
A COPY OF THE ORIGINAL DRAWING IS ON FILE WITH TRAFFIC PLANNING AND  
DESIGN, INC. ANY AND ALL LIABILITY IS LIMITED TO THE ORIGINAL, UP TO AND  
INCLUDING THE LAST REVISIONS.

A circular professional license seal. The outer ring contains the words "COMMONWEALTH OF PENNSYLVANIA" in a circular pattern. The inner circle is divided into several sections: a top section labeled "REGISTERED", a middle section labeled "PROFESSIONAL", a bottom section labeled "ENGINEER", and a bottom-most section labeled "No. 070518-E". The name "JEFFREY STEVEN TODD" is printed across the center of the seal.

*Est. 1989*  
**TPD**  
TRAFFIC PLANNING AND DESIGN, INC.  
www.TrafficPD.com | 610.326.3100 | TPD@TrafficPD.com

DATE: 11/20/18	PROJECT DESIGNER: JST	JOB NO: VPRL.00001
ELEVATION AND DRAINAGE PLAN		
THIS IS A COPY. THE ORIGINAL DRAWING IS ON FILE WITH TRAFFIC PLANNING AND DESIGN, INC. ANY AND ALL LIABILITY IS LIMITED TO THE ORIGINAL, UP TO AND INCLUDING THE LAST REVISIONS.		

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

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

BRUNDTABEE

**UPPER UWCHLAN TOWNSHIP**  
**CHESTER COUNTY, PENNSYLVANIA**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWNSHIP OF UPPER UWCHLAN, CHESTER COUNTY, PENNSYLVANIA, AMENDING CHAPTER 200 OF THE UPPER UWCHLAN TOWNSHIP CODE, AS AMENDED, ENTITLED "ZONING", AMENDING SECTION 200-49.O TO ADD A NEW SUBSECTION 3 THERETO TO PERMIT ABOVEGROUND STORAGE TANKS AS AN ACCESSORY USE IN THE PI PLANNED INDUSTRIAL/OFFICE DISTRICT; AMENDING SECTION 200-80 TO ADD A NEW SUBSECTION E TO PROVIDE ADDITIONAL STANDARDS APPLICABLE TO ABOVEGROUND STORAGE TANKS IN THE PI PLANNED INDUSTRIAL/OFFICE DISTRICT; AND AMENDING SECTION 200-90.A(5) TO PERMIT ABOVEGROUND STORAGE TANKS AS AN ACCESSORY USE IN THE PI PLANNED INDUSTRIAL/OFFICE DISTRICT.**

**NOW THEREFORE BE IT ENACTED AND ORDAINED** by the Board of Supervisors of Upper Uwchlan Township, Chester County, Pennsylvania, that Chapter 200 of the Upper Uwchlan Zoning Code, entitled, "Zoning", as amended, shall be amended as follows:

**SECTION 1.** Section 200-49.O shall be amended by adding a new subsection (3) which shall provide as follows:

"(3) Aboveground storage tanks for storage of inert gases, water, brine and other nonflammable, nonhazardous and nonexplosive liquids or gases."

**SECTION 2.** Section 200-80 shall be amended by adding a new subsection E. which shall provide as follows:

"E. Aboveground storage tanks in the PI District.

(1) Aboveground storage tanks for storage of inert gases, water, brine and other nonflammable, nonhazardous and nonexplosive liquids or gases shall be enclosed with a fence or wall compatible with the architectural style employed on the lot. Such fencing and walls shall be erected in accordance with §§ 200-77 and 200-88 of this chapter, and with Chapter 162, Subdivision and Land Development.

(2) When the lot containing the aboveground storage tank abuts a lot zoned residential or a lot containing a residential use, the aboveground storage tank shall be set back a minimum of 150 feet from the lot line."

**SECTION 3.** Section 200-90.A.(5) shall be amended as follows:

“(5) Aboveground storage tanks are allowed only in the C-3 Highway Commercial Zoning District, the L-1 Limited Industrial District or as an accessory use in the PI Planned Industrial/Office District as established by this chapter and in all cases, shall comply with all applicable provisions of § 200-80 of this chapter.”

**SECTION 4. Severability.** If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

**SECTION 5. Repealer.** All ordinances or parts of ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

**SECTION 6. Effective Date.** This Ordinance shall become effective in five days from the date of adoption.

**ENACTED AND ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

**UPPER UWCHLAN TOWNSHIP  
BOARD OF SUPERVISORS**

---

Gwen A. Jonik, Secretary

Name:  
Chair

---

Name:  
Vice-Chair

---

Name:  
Member



Request for Proposals  
Fellowship Field Turf Replacement

***Invitation to Bid***

Proposals will be received until 1:00PM on Thursday, March 4<sup>th</sup> for furnishing all labor and materials shown within the specification. Bids will be open publicly at 1:30PM on March 4<sup>th</sup> at the Upper Uwchlan Township Building. The bids will be reviewed for completeness and then presented to the Board of Supervisors at their monthly workshop on Tuesday, March 9<sup>th</sup> at 4:00PM. All bidders must be part of contract #14 through the PA Department of General Services COSTARS program. All bids must be marked:

Fellowship Field Turf Replacement  
Attention: Tony Scheivert  
140 Pottstown Pike  
Chester Springs, PA 19425

It is the responsibility of the bidder to ensure timely delivery of the proposal. Any proposal received after the bid closing time will be deemed invalid. Incomplete or unsigned proposals will be considered non-responsive and rejected.

All questions must be submitted by email to Tony Scheivert at [tscheivert@upperuwchlan-pa.gov](mailto:tscheivert@upperuwchlan-pa.gov) by 4PM on February 22<sup>nd</sup>, 2021. All questions with responses will be circulated to all bid holders by February 23<sup>rd</sup> at 4PM.

Upper Uwchlan Township reserves the right to reject any and all bids. The Township is not liable for any cost incurred by the bidders in the preparation or production of its bid or for any work performed prior to the issuance of a valid contract under state law.

## **BID FORM – Fellowship Field Turf Replacement**

Only bids provided on the provided bid forms will be accepted. No modifications shall be made to this bid form.

The undersigned Bidder, in response to the Invitation to Bid for construction of the above project, having examined the specifications, other bid documents and the site of proposed work, and being familiar with all conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the proposed contract documents within the time set forth therein and the prices stated below. Bidder must be included in Pennsylvania Department of General Service COSTARS contract #14. Bidder agrees to all conditions and terms of the proposed contract agreement.

Contractor is required to complete all documents and price all line items. Failure to complete all documents may result in automatic rejection of bid. The Township has the right to reject any and all bids and accept any abnormality as they see fit. Voluntary alternates will not be accepted. Any volunteer alternate bid submitted may lead to immediate disqualification of the bidder.

**Name of Bidder:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Circle One:** Sole Proprietorship      Partnership      Corporation      Other

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

Address (City, State, Zip Code): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone # \_\_\_\_\_

### **Base Bid:**

Remove and replace approximately 91,500 square foot (contractor to verify exact square feet) with 2 ¼ inch pile height synthetic turf. The base bid should include a 6-foot-wide white field border, lines for football, soccer and unified lacrosse.

The undersigned bidder agrees to perform all work required as shown and indicated in the contract documents for a sum of \$ \_\_\_\_\_ (2 ¼ inch base bid

\$ \_\_\_\_\_ dollars

Amounts must be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

Synthetic Turf System to be included in base bid: \_\_\_\_\_

### **Alternate Bids: (As specified)**

1. Recycle all possible infill for reuse (machinery must be used) \$ \_\_\_\_\_
2. 10-year warranty for Turf system and installation \$ \_\_\_\_\_
3. Performance pad \$ \_\_\_\_\_
4. 2 ½ inch turf system \$ \_\_\_\_\_
5. Colored end zones with up to 10 letters in each end \$ \_\_\_\_\_

### **Unit Prices (As specified)**

1. Add 3/8 clean stone/laser grade \$ \_\_\_\_\_ per cubic yd
2. 10-ton Truck load of infill \$ \_\_\_\_\_ per truck load

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_ 18

## BASE BID SCOPE OF WORK

1. Site Address: 241 Fellowship Road, Chester Springs, PA 19425
2. Site Existing Conditions: The site is an existing turf field, grass playing fields, asphalt and stone parking lots and landscaping, the contractor must take all precautions to prevent damage to existing facilities. Any damage that occurs will be the contractor's responsibility to repair at no additional cost.
3. The bidder shall furnish a bid bond in the amount of 10% of total contract amount. Bid bonds will be returned to bidders promptly after owner has accepted a bid. All bids shall remain open for thirty (30) days after the date of the bid opening.
4. Upon award of bid, bidder shall furnish bonds covering the faithful performance of the work provided and payment obligations arising there under. Bonds will come from a surety company with an A+ best rating and licensed in all states.
5. Upon award of bid, the bidder shall furnish to the owner evidence of insurance forms and amounts acceptable to the owner.
6. Prime Contractor Qualification:
  - a. Prime contractor must specialize in sports facility construction with over 5 years of experience in building synthetic turf fields.
  - b. Township prefers that contractor be a standing member with the ASBA for over 5 years and have a current CFB-S (Certified Field Builder-Synthetic) certification
  - c. Prime contractor must have completed the installation of a minimum of 10 synthetic turf field projects.
  - d. Prime contractor must provide an on-site superintendent.
7. It is the bidders' responsibility to visit the site prior to bidding. No change orders will be approved, and no additional costs will be paid to the successful bidder should they fail to include anything that may be required for this project be completed.
8. The project scope may or may not include all work necessary to complete the project. It is each bidder's responsibility to review the entire set of specifications and visit the site to determine the scope of work. This is to be a turnkey project and all bidders should include all cost necessary to complete the project.
9. All staff working on the project must have FBI background checks completed before being allowed to work on project.
10. Bidders are required to comply with all industry recommended safety requirements.
11. All bidders must be included in PA DGS COSTARS Contract #14.
12. Successful bidders will be required to schedule a pre-bid meeting with the Township before construction can begin.
13. Contractor is required to provide all dumpsters, portable toilets and construction fencing if needed.
14. Weekly inspections will be conducted with the Township.
15. A final walk through will be completed with the Township.
16. Contractor will be responsible to remove and haul existing synthetic turf and infill unable to be reused off site for proper disposal site.
17. Visual inspection and verification of perimeter turf nailer.
18. Visual inspection of goal posts.
19. Visual inspection of finish stone with Township personnel.
20. Laser grade the entire field adding any additional finish stone as necessary.
21. Contractor will be responsible for repairing any soft or unstable areas down to the sub-grade if concerns are found when removing turf.
22. Contractor must provide a survey from a 3<sup>rd</sup> party engineer certifying the finish grade is in stable condition and with  $\frac{1}{4}$ " tolerance.
23. Install approximately 91,500 SF (contractor to verify exact SF) of synthetic turf that meets or exceeds the specifications. Products that do not meet the specifications will not be considered.
  - a. The Turf system must meet or exceed the following requirements:
    - i. Product type: 10,000 denier polyethylene fibrillated fiber

- ii. Pile height 2 1/4 inches (2 1/2 inch alternate)
- iii. Face weight – 48 oz.
- iv. Total fabric weight – 78 oz.
- v. Primary backing weight – 8 oz.
- vi. Secondary coating weight – 22 oz.
- vii. Tuft bind – great than 10lbs.
- viii. Grab tear strength Average – greater than 200lbs.
- ix. Lead content – less than 50 parts per million
- x. Total yarn linear density – 10,000 denier polyethylene fibrillated fiber
- xi. Tensile Strength – 16lbs
- xii. Stitch Rate – as needed
- xiii. Stitch Gauge – 3/8"
- xiv. Flammability – Passed
- xv. Water Permeability with infill- greater than 20" per hour
- xvi. Fiber thickness – 110 microns
- xvii. Fabric with – 15 feet
- xviii. Infill type: Performance mix of SBR crumb rubber and silica sand
  - 1. Rubber shall be recycled, non-compacting, 100% SBR rubber granules size 10-20 mesh, ambient or cryogenically ground, clean of dust or foreign materials.
  - 2. Sand shall be siliceous (95%) washed and dried, round grain and uniform in shape, size 0.5-1.8mm.
  - 3. Minimum of 5lbs of infill for 2 1/4 inch pile height, 6lbs for 2 1/2 inch pile height.
  - 4. Township will require a copy of all inbound freight tickets, to validate infill mass requirements set forth.
- xix. Seaming Method – Sewn seams
  - 1. All line markings must tufted to the greatest extent possible.
- xx. GMAX (Shock Attenuation) in accordance with ASTM-F1936 – standard specification for shock-absorbing properties
  - 1. Upon completion, maximum average GMAX value of 120.
  - 2. Life of the field warranty, maximum GMAX value of 165.
  - 3. Annual GMAX testing will be provided until the end of the warranty for total of 8 GMAX tests. GMAX testing shall be performed by a certified shock attenuation technician (certificate required) across 16 spots of the field. Test results and report must be presented to the Township by July 1<sup>st</sup> of each year.
- xxi. Manufacturer
  - 1. At least five years in manufacturing infilled synthetic turf fields and 10 successful turf projects within 250 miles of 19425.
  - 2. Regional Representatives with 100 miles of 19425.
- xxii. Installer
  - 1. Experienced installer that specializes in infilled synthetic turf systems.
  - 2. Minimum of 10 successful turf installations.
- xxiii. Warranty
  - 1. Minimum of 8-year warranty for the turf system and installation.
- xxiv. Maintenance
  - 1. Provide three copies of the maintenance manual.
  - 2. Provide closeout maintenance training of owner personnel.

#### 24. Synthetic Turf Field Layout

- a. Base Bid – Full football, unified lacrosse and Soccer – 2 1/4 inch pile height replacement of existing turf.
- b. Alternate 1 – recycle all possible infill for reuse.

- c. Alternate 3 – Contractor and Turf Manufacturer will warranty all components of the synthetic turf system for a full ten years.
- d. Alternate 4 – Furnish and install pre-manufactured drainage and performance pad.
- e. Alternate 5 – Colored end zones with lettering up to 10 letters per end zone.

25. Basis of Selection

- a. Owner Preference
- b. Product
- c. Experience
- d. References
- e. Warranty
- f. Insurance
- g. Customer Service
- h. Price
- i. Other criteria as determined by Township

## **SYNTHETIC TURF PRODUCT FORM**

Synthetic Turf Product: \_\_\_\_\_

Turf product type: \_\_\_\_\_

Infill system: \_\_\_\_\_

Oldest field in use that meets performance and safety standards

Field: \_\_\_\_\_ Date Installed: \_\_\_\_\_

Owner Representative: \_\_\_\_\_ Phone: \_\_\_\_\_

### **Product Testing**

ASTM Test Method	Test Description	Unit(s)	Test Result
D-5823	Pile Height (nominal)	Inches	
D-5848	Face Weight	Oz./Yd	
D-5848	Total Fabric Weight	Oz./Yd	
D-5848	Primary Backing Weight	Oz./Yd	
D-5848	Secondary Coating Weight	Oz./Yd	
D-1335	Tuft bind	Lbs.	
D-2256	Grab tear strength avg.	Lbs.	
D-2765	Lead content	PPM	
D-1577	Total yarn linear density (yarn 1)	Denier	
D-5034	Tensile Strength	Lbs.	
D-5793	Stitch Rate	Per 3"	
D-5793	Machine gauge	Inches	
F-1551	Water permeability w/infill	In/hour	
D-3218	Fiber thickness	Microns	

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

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



## NON-COLLUSION AFFIDAVIT

PROJECT/PROPERTY LOCATION (STREET ADDRESS):	CONTRACT/PROJECT NUMBER:
---------------------------------------------	--------------------------

This Non-Collusion Affidavit is material to any contract/purchase order awarded pursuant to this bid. According to Section 4507 of Act 57 of May 15, 1998, 62 Pa. C.S., ss 4507, governmental agencies may require Non-Collusion Affidavits to be submitted with any bids.

By submittal of a bid for the above referenced project and execution of this affidavit, the following statements are acknowledged:

- The price(s) and amount of bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, potential Contractor or bidder.
- Neither the price(s), amount of this bid nor the approximate price(s) or amount of bid, have been disclosed to any other company or person who may be a Contractor or potential Contractor, nor will they be disclosed prior to this bid opening.
- No attempt has been made, or will be made, to induce any company or person to refrain from bidding on this contract or submit a proposal higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from any company or person to submit a complementary or other noncompetitive bid.
- To my best knowledge, the Contractor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- The Contractor is not currently under suspension or review by the Commonwealth, or any other Federal, State or Local Governmental entity. If certification cannot be made, a written explanation to support the inability of providing such shall be submitted with this bid.

LEGAL NAME OF CONTRACTOR OR CONSTRUCTION COMPANY (PLEASE PRINT):
------------------------------------------------------------------

AUTHORIZED REPRESENTATIVE (PLEASE PRINT):	TITLE:
-------------------------------------------	--------

<p><i>I state that I am authorized to make this affidavit on behalf of the above named Contractor or Construction Company and am the person responsible for submitting this bid and price(s) and amount included therein.</i></p>	
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SIGNATURE (AUTHORIZED REPRESENTATIVE):
----------------------------------------

NOTARY PUBLIC:
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SWORN TO AND SUBSCRIBED

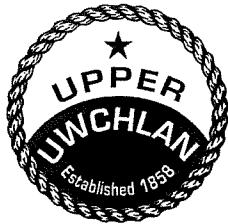
BEFORE ME THIS \_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_\_\_

MY COMMISSION EXPIRES:

The following information is to provide (at minimum) an overall explanation of non-collusion and the role/responsibility of entities desiring to participate in the bidding process for pending projects as advertised.

- A Non-Collusion Affidavit must be executed by the person responsible (i.e; owner, employee, officer) for making decisions on price(s) and amount(s) quoted in the bid.
- Bid rigging and other efforts to restrain competition, and making false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should be aware of all bidding requirements and protocol. By signing this document, she or he must be assured that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder as to their responsibilities for the preparation, approval and/or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid proposal, and an affidavit be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit, incorporates the meaning commonly associated with its' use in the bidding process. This includes the knowing submission of bid amounts higher than the bid from another Contractor, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to submit an affidavit with the bid proposal in compliance with these instructions may result in disqualification of the bid.



# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

### ADMINISTRATION

TO: UPPER UWCHLAN TOWNSHIP BOARD OF SUPERVISORS

FROM: Tony Scheivert, Township Manager

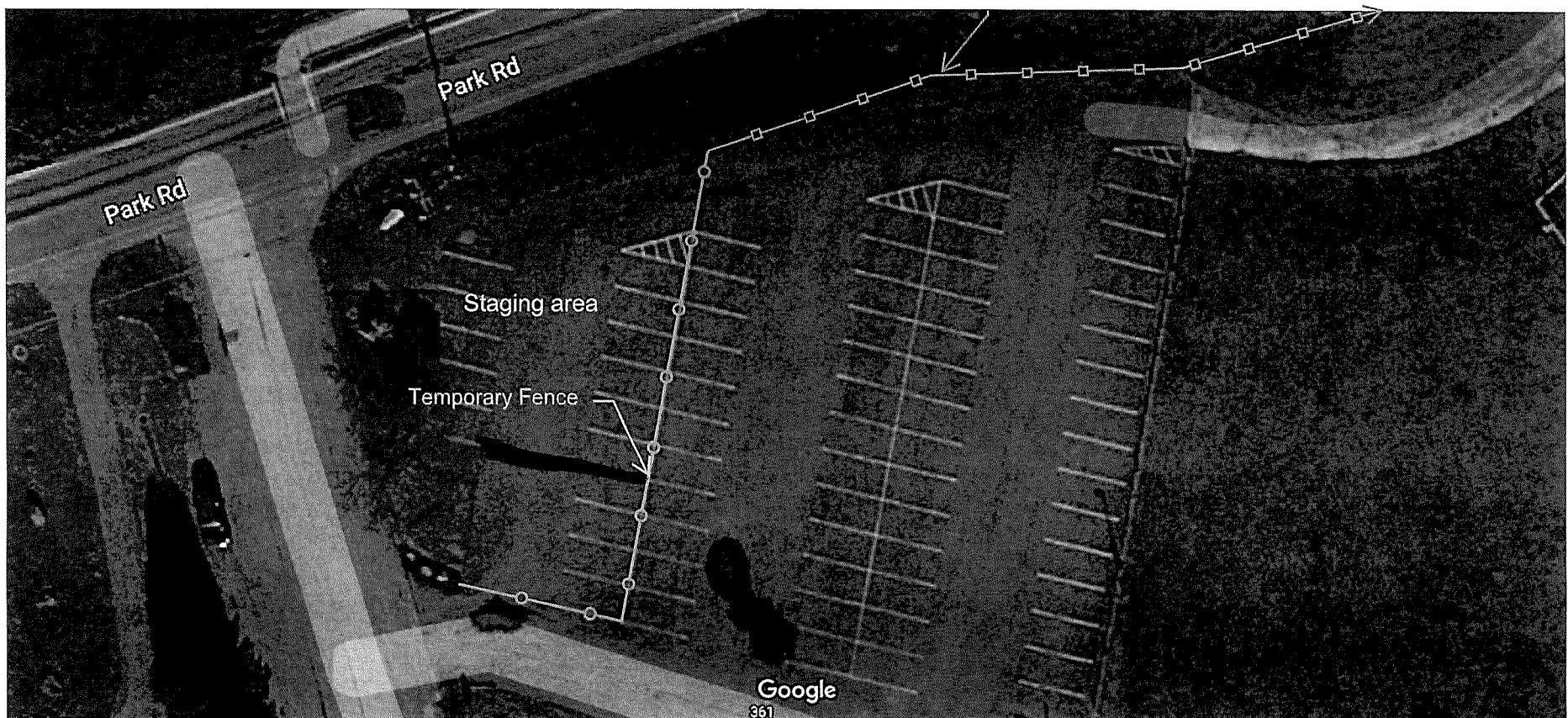
SUBJECT: Temporary Construction Easement- Hickory Park

DATE: February 5, 2021

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J.D. Eckman is the contractor performing the replacement of the bridge on Park Road over the Turnpike. They have asked for a temporary construction easement to use a portion of the Hickory Park parking lot for a staging area for equipment and materials. I have allowed them to park vehicles and store some equipment there for now but told them I needed to speak to the Board before anything can be formalized and I also let them know they may need to look somewhere else for a staging area. Attached is a map with the suggested easement area. The white lines with circles are J.D. Eckman's and the black line running into the white line is what I am suggesting. The line with the squares is the construction right of way that we cannot adjust. Kristin will have a proposed easement ready on Monday and I will send it out to you then. The easement is the same one we used last year for TC Energy but adjusted to fit this project. The easement time frame requested is 18 months.

Google Maps

Project Heavy Duty Protective  
Fence (5' Chain Link)

Map data ©2021, Map data ©2021 20 ft

Temp. Construction Easement Proposed



1760 Unionville-Wawaset Road, West Chester, PA 19382 | 610.793.1090  
contact@brandywineredclay.org | [brandywineredclay.org](http://brandywineredclay.org)

January 19, 2021

Tony Scheivert, Manager  
Upper Uwchlan Township  
140 Pottstown Pike  
Chester Springs, PA 19425

Dear Tony Scheivert,

Since 2003 the **Christina Watersheds Municipal Partnership (CWMP)** has been working directly with municipalities in the Christina watershed to meet PADEP MS4 and TMDL Requirements. **Enclosed is your invoice of \$950 Cost Share for Upper Uwchlan Township for participation in CWMP in 2021.** We appreciate your continued participation and support of CWMP and our overall goal of improving water quality in our watershed for our residents.

In November 2020, we sent you information about the new cost share structure that CWMP will be utilizing beginning this year. Starting January 12<sup>th</sup>, we launched the [www.CWMP.org](http://www.CWMP.org) website that includes MS4/Stormwater resources that municipalities can use to help meet their PADEP MS4 requirements for public education, outreach and training (MCM's 1, 2 & 6). We are pleased to share the website and all of our newly implemented improvements and cost-sharing plans for the next three years in the enclosed flyer.

Since 2010, CWMP has been funded by a combination of grant funding and municipal cost sharing. Municipal cost share levels have varied over the years to cover the costs of the services we have provided. Foundation and government grants have helped defray some staff time, but such grants have largely been project-based. Grant funding for operation expenses are difficult to come by and most require a 50% match.

Most Planning Team members (see list enclosed) also provide significant in-kind staff contributions each year and some, such as the Chester County Conservation District and Chester County Water Authority, contribute all of their technical assistance time as in-kind contributions. The total in-kind staff time contributed exceeds \$18,000 per year. The William Penn Foundation continues to fund a portion of the Planning Team's staff time (\$17,270) indirectly through their Delaware River Watershed Initiative (DRWI). Page two on the enclosed summary sheet highlights the expenses and cost share.

In order to build a more sustainable CWMP operating budget, we are asking each municipality to provide a consistent cost share starting in January 2021. This cost share makes up 31% of our projected budget and by sharing these costs among 30+ municipalities, we can all benefit in these services at a lower cost per municipality. This new cost share structure includes the MS4 Public Education and Outreach services provided by BRC in the past and the new services in a single cost share invoice.

RECEIVED  
JAN 22 2021  
UPPER UWCHLAN TWP  
ADMINISTRATIVE OFFICES

We understand that this is a difficult time to request an increase in cost sharing and that municipalities are struggling with many competing priorities. At the same time, we know that DEP is not reducing or delaying any of the MS4 program requirements necessary to reduce flooding and manage stormwater. We firmly believe the services outlined in the attached summary sheet more than pay for themselves by reducing staff time and consulting cost associated with meeting MS4 MCM1, 2, and 6 requirements, and will in fact save municipalities significant money over time. Therefore, we respectfully request your continued participation in CWMP at the new cost share rate.

Finally, in order to serve you better, please complete the 2021 CWMP Municipal Contact Form at this [Google Form link](#) or using the pdf form attached and return to [bwinslow@brandywineredclay.org](mailto:bwinslow@brandywineredclay.org). You can include your consulting engineer and multiple staff members to receive CWMP Quarterly Newsletter, notices and updates.

Please know that CWMP is here to serve you and the watersheds in the Brandywine Christina basin. Please do not hesitate to contact one of our Planning Team members if you have questions pertaining to stormwater management of the MS4 program. Thank you for your continued support of CWMP and clean water,



Brian Winslow, Watershed Conservation Director

Enclosures:    2021 CWMP Cost Share Invoice  
                  2021 CWMP Municipal Contact Information Form  
                  2021 CWMP Cost Share Summary  
                  CWMP Structure Diagram



1760 Unionville-Wawaset Road, West Chester, PA 19382 | 610.793.1090  
contact@brandywineredclay.org | [brandywineredclay.org](http://brandywineredclay.org)

**INVOICE**  
**Christina Watersheds Municipal Partnership (CWMP)**  
**2021 COST SHARE**

Date: January 19, 2021

To: Upper Uwchlan Township

**For: MS4 Support in 2021, includes:**

- Full Password Access to MS4 Resources at [www.CWMP.org](http://www.CWMP.org) website
- Quarterly CWMP Newsletter with stormwater articles that can be used for MS4 education and outreach
- Four (4) CWMP Meetings/year
- Two (2) CWMP Workshop/year
- Annual Stormwater Education Ad
- Annual CWMP MS4 Report and preparation assistance for DEP/MS4 Year 18 Report to meet MS4 requirements
- TMDL and PRP plan development and technical assistance
- Coordination with DEP on municipal questions and compliance with MS4 program.

**Amount Due: \$950**

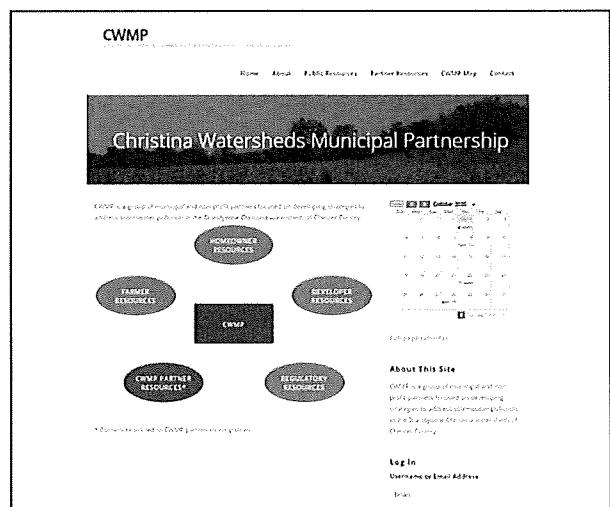
Please make check payable to **Brandywine Red Clay Alliance** and mail to 1760 Unionville-Wawaset Road, West Chester, PA. 19382. Direct any questions to Brian Winslow, Watershed Conservation Director, 610-793-1090 x 103 or [bwinslow@brandywineredclay.org](mailto:bwinslow@brandywineredclay.org)

# Christina Watersheds Municipal Partnership (CWMP)

## NEW AND IMPROVED SERVICES 2021 – 2024



- **Four CWMP Meetings annually**
  - Includes presentations that will help satisfy the staff training requirements in MCM 6
  - One mtg/yr. dedicated to elected officials/staff
- **Two half-day workshops annually**
  - Designed to help municipalities improve stormwater management and meet MCM6 staff training requirements
- **MS4 Public Education and Outreach Requirement Support (MCMs 1&2)**
  - Annual Water Advertisement
  - Calendar listing of stormwater education and outreach related events
  - CWMP MS4 Annual Report
  - Annual reporting of public education and outreach events by CWMP for MS4 reports
  - Liaison to DEP, speaking with one voice to clarify requirements
- **MS4 Technical and Implementation Support**
  - Access to grant funding through partnerships with CWMP conservation organizations
  - Assistance with MS4 plans, including selecting, locating ,and implementing stormwater projects
  - Connections to landowners and water quality projects as part of watershed-wide and regional plans
- **NEW CWMP.org website includes:**
  - **Public Resources:**
    - Robust, up-to-date web-based resources addressing MS4 requirements for Public Education and Outreach
    - Partner municipalities may link directly to [www.cwmp.org](http://www.cwmp.org) to help meet MCM's 1 & 2 and to reduce time spent on maintaining their stormwater website
    - **Separate tabs for:**
      - Homeowner Resources
      - Farmer Resources
      - Developer Resources
  - **CWMP Google Calendar** with stormwater related public education and outreach activities



- **CWMP Municipal Resources:** targeted information to meet the needs of CWMP Partners.
  - Stormwater Articles- posted quarterly, available to post in municipal newsletters and web pages
  - CWMP Google Discussion Group- active online discussion group that will allow municipalities to post and share MS4 Stormwater related questions, information and resources
  - MS4 Plan Status- interactive listing of progress on MS4 plans in the Christina Basin
  - Web Map- showing Christina Basin and CWMP municipalities (and implemented projects to be added in the future)
  - Grants and funding- lists of funding resources available to municipalities
  - Stormwater Training- links to online training (MCM 6): CWMP's YouTube Channel, previous presentations/ PowerPoints, and links to other training resources
  - Quarterly CWMP electronic newsletter-with timely seasonal updates, new articles, upcoming events, and new information featured on CWMP.org
- **Regulatory Resources:**
  - Resources for residents, farmers, developers and municipalities explaining the Clean Water Act, PADEP MS4, and Act 167 County-wide plans

### **Costs and Funding 2021 - 2024**

- \$40,750/yr.- Total direct costs to operate CWMP
- \$17,270/yr.- William Penn Foundation Funding to CWMP Planning Team Organizations
- \$18,000+/yr. - In-kind contribution of staff time from Planning Team members

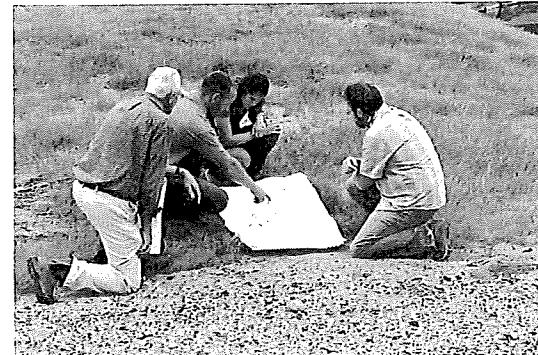
**\$23,480/yr.** needed in municipal partner cost share (31% of total budget)

#### **Municipal Partner Cost Share:**

- \$450/year for municipalities with annual budget expenses <\$1M
- \$700/year for municipalities with annual budget expenses \$1M - \$2M
- \$950/year for municipalities with annual budget expenses > \$2M

### **BENEFITS OF CWMP PARTICIPATION:**

- ✓ Cost share **combines** the cost for MS4 Public Education, Annual Stormwater Advertisement and MS4 Annual Report, with the new services and MS4 technical support into a single CWMP cost share that includes ALL New and Improved Services.
- ✓ BRC will continue to provide fiscal administration including invoicing & grant management
- ✓ Annual Partnership cost share will be invoiced in January for services during the calendar year.
- ✓ Cost share includes all municipal staff, elected officials and engineers/consultants



### **VALUE of CWMP Shared Services:**

- CWMP.org website development (\$5,000 - \$10,000 value)
- CWMP.org website annual maintenance @ \$75/hr x 10 = \$750
- Annual Water Advertisement = \$450/yr.
- Two, half day workshops/year @ \$50 each x 2 = \$100
- TOTAL Annual Services Value= \$1,300
- Technical Assistance, Access to grant funding, Liaison to DEP, Cost-Sharing, Reduced Costs = **Priceless!**



# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

TO: Upper Uwchlan Township Board of Supervisors  
Tony Scheivert, Township Manager

FROM: Shanna Lodge, Assistant Township Manager

SUBJECT: Environmental Advisory Councils

DATE: February 5, 2021

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### **Role of an EAC**

Municipalities in Pennsylvania are enabled to establish Environmental Advisory Councils (EACs) by the Pennsylvania General Assembly under Act 148 of 1973, as amended by Act 177 of 1996. The Act gives EACs the following specific powers:

1. Identify environmental problems and recommend plans and programs to the appropriate agencies for the promotion and conservation of the natural resources and for the protection and improvement of the quality of the environment within its territorial limits.
2. Make recommendations as to the possible use of open land areas of the municipal corporations within its territorial limits.
3. Promote a community environmental program.
4. Keep an index of all open areas, publicly or privately owned, including flood-prone areas, swamps and other unique natural areas, for the purpose of obtaining information on the proper use of those areas.
5. Advise the appropriate local government agencies, including the planning commission and recreation and park board or, if none, the elected governing body or bodies within its territorial limits, in the acquisition of both real and personal property.

In addition, EACs are required to keep records of meetings and share an annual report with the Board of Supervisors and the public. EACs must be established by Ordinances consistent with Act 148.

### **Chester County EACs**

Nineteen (19) municipalities in Chester County have a currently active EAC, including our neighboring municipalities of Wallace, East Nantmeal, West Pikeland, West Vincent, and Uwchlan Townships. Four (4) more have a similar committee or board. EACs in Chester County perform a variety of functions, including litter cleanup programs, invasive species education, recycling education, nature programs, renewable energy advocacy, open space efforts, review of SALDO plans and ordinances, and stormwater management programs.

### **Considerations**

**Necessity and Functions.** Some programs already in place in Upper Uwchlan could be enhanced by an EAC, i.e., the Adopt a Road litter control program, recycling outreach, and MS4 Stormwater education.

Each of these programs could benefit from volunteer time and expertise. Other potential functions of an EAC, such as open space and trail recommendations, are currently undertaken by the Park and Recreation Board.

**Candidates.** At least three, and a maximum of seven, members serve on an EAC in staggered three-year terms. Before establishing an EAC, the Township should ensure that there are enough qualified and interested candidates to serve on the Council.

#### **Ordinance**

The Board of Supervisors was presented with a draft EAC Ordinance for review and discussion at their workshop on September 10, 2019. The draft has not yet been reviewed by counsel. This draft is attached for review; the text was developed from a review of the sample legislation developed by the EAC network, as well as the ordinances currently in effect in West Vincent and Uwchlan Townships.

Municipalities in Pennsylvania are enabled to establish EACs by the Pennsylvania General Assembly under Act 148 of 1973, as amended by Act 177 of 1996. Act 148 stipulates certain requirements regarding the composition and responsibilities of an EAC.

The draft ordinance includes section comments about the requirements of the enabling legislation, as well as areas where the Board may want to provide clarity, focus, or direction to an Upper Uwchlan Township EAC.

#### **Additional Information**

Further information about EACs can be found at the EAC Network website, [weconservepa.org/eac/](http://weconservepa.org/eac/).

## Environmental Advisory Council

### An ordinance establishing an Environmental Advisory Council

#### Section 1: Creation.

The Board of Supervisors of Upper Uwchlan Township hereby establishes an ordinance creating an advisory council to be known as the "Upper Uwchlan Township Environmental Advisory Council." The Board of Supervisors of Upper Uwchlan Township may, at its discretion, disband the Environmental Advisory Council.

#### Section 2: Composition; Membership; Terms.

Environmental Advisory Council members shall be appointed by the Board of Supervisors, which shall also fill any and all vacancies. The Council shall consist of five members who are residents of Upper Uwchlan Township. The Board of Supervisors shall designate the Chair of the Council. Other officers may be selected by the Council.

**Commented [SL1]:** 3 to 7 members, who serve without compensation and are appointed to staggered three-year terms, are required by the enabling legislation.

Duly appointed Council members shall serve a term of three years, except that initial appointment shall be so staggered that the terms of approximately 1/3 of the membership shall expire each year. Council members' terms of office shall expire at the reorganization meeting of the Board of Supervisors following the last year of their term of office.

**Commented [SL2]:** The enabling legislation requires that the elected Board select the EAC chairperson.

Members of the Council should have experience in the areas of environmental science, ecology, preservation, recreation, or related fields, where feasible. When possible, one member of the Council shall also be a member of the Upper Uwchlan Township Planning Commission.

**Commented [SL3]:** This cross-membership is recommended by Act 148. The Board may determine whether or not to recommend this by ordinance.

#### Section 3: Compensation.

**Commented [SL4]:** Act 148 stipulates that EAC members not receive compensation for their service.

Members of the Council shall receive no compensation for their services but may be reimbursed by the Township for all expenses incurred in performing their duties, provided such expenditures were approved prior by the Township.

#### Section 4: Bylaws.

The Council may adopt bylaws with the approval of the Board of Supervisors.

#### Section 5: Authority of the Council.

##### A. The Council shall have the power to:

- 1) Identify environmental issues and recommend plans and programs to the appropriate municipal agencies for the promotion and conservation of

**Commented [SL5]:** Act 148 empowers EACs to do these things. The Board may alternatively decide to provide some focus for the Council in this section.

natural resources and for the protection and improvement of the quality of the environment within its territorial limits.

- 2) Make recommendations for the use of open land areas.
- 3) Promote a community environmental program.
- 4) Keep an index of all open space, publicly or privately owned, including floodprone areas, swamps and other unique natural areas, for the purpose of obtaining information on the proper use of those areas.
- 5) Advise the appropriate local government agencies, including the planning commission and recreation and park board and the elected governing body, on the acquisition of property, both real and personal.

B. All recommendations of the Council shall be presented to the Township Manager, who shall forward same to the Board of Supervisors.

#### **Section 6: Minutes and Reports.**

The Council shall keep minutes of its meetings, which it shall submit to the Board of Supervisors.

**Commented [SL6]:** Act 148 mandates that all EACs keep minutes and annual reports.

The Council shall submit an annual report to the Board of Supervisors each calendar year of its meetings and activities. Said report shall be made available to the public.

#### **Section 7: Annual Budget.**

The Council shall annually submit to the Township Manager a proposed budget for the ensuing year no later than September 30 of the calendar year, setting forth all proposed expenditures and programs with sufficient justification. The Council shall not in any manner obligate the Board of Supervisors for the payment of any Township funds until the same is appropriated by the Board of Supervisors.

**Commented [SL7]:** This section regarding annual budget is consistent with the language in Upper Uwchlan Township's Park and Recreation Board ordinance.

#### **Section 8: Coordination of Activities**

The Council is to be advisory and shall coordinate its activities with the Board of Supervisors and other boards and commissions as the Board may from time to time designate.