



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS MEETING
AGENDA
DECEMBER 20, 2021
7:00 p.m.

LOCATION: Township Building
140 Pottstown Pike, Chester Springs PA 19425

Masks or face coverings are required.

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	
		Page
II.	APPROVAL OF MINUTES: November 9, 2021 BOS, Budget Workshop	3
	November 15, 2021 Board of Supervisors Meeting and Conditional Use Hearing	6
III.	APPROVAL OF PAYMENTS	11
IV.	TREASURER'S REPORT	44
V.	SUPERVISORS' REPORT	
	A. An Executive Session was held December 14 re: personnel matters	
	B. PSATS Certificate of Service – Jamie Goncharoff	75
	C. Calendar:	
	December 24, 2021 (Friday) Office Closed observing Christmas Day	
	December 31, 2021 (Friday) Office Closed observing New Year's Day	
	January 3, 2022 7:00 p.m. Board of Supervisors Annual Organization Meeting	
	The Struble Trail Extension Conditional Use Hearing is postponed to 6:00 p.m. January 11, 2022	
	January 11, 2022 4:00 p.m. Board of Supervisors Workshop, 5:30 p.m. Alpha Phlyte Conditional Use Hearing, 6:00 p.m. Struble Trail Extension Conditional Use Hearing	
	January 18, 2022 (Tuesday) 7:00 p.m. Board of Supervisors Meeting and 100 Greenridge Road Conditional Use Hearing #2 at Pickering Valley Elementary School	
	Yard Waste and Christmas Tree Collection Dates: December 22, 2021, January 5 and 19, 2022	
	Do not use plastic bags as these materials are composted. Place materials curbside the night before to guarantee collection.	
VI.	ADMINISTRATION REPORTS	
	A. Township Engineer's Report	76
	B. Building and Codes Department Report	79
	C. Police Chief's Report	
	D. Public Works Department Report	81
VII.	ADMINISTRATION	
	A. Ordinance – Popjoy Lane speed limit, stop sign intersection, parking restrictions	84
	B. Preserve at Marsh Creek Phases 2 and 3 Land Development and Financial Security Agreements – Site Improvements, Sanitary Sewer Improvements	86 178

C. Resolution Adoption:

- | | |
|--|-----|
| 1. 2022 Budget and Tax Millage Rate | 272 |
| 2. 2022 Pension Plan (Uniformed Employee) Contribution Rates | 422 |
| 3. 2022 Pension Plan (Non-Uniformed Employee) Contribution Rates | 423 |
| 4. 2022 Fee Schedule | 424 |
| 5. 2022 Emergency Response Providers | 436 |

CI. Waive Alcohol Prohibition - Upland Farms Barn - January 7, 2022 Event

CII. Police Contract ~ Memo of Understanding

VIII. OPEN SESSION

IX. ADJOURNMENT



Upper Uwchlan Township
Board of Supervisors,
Draft 2022 Budget
Workshop
November 9, 2021
4:00 p.m.
Minutes
DRAFT

Attendees:

Sandy D'Amico, Chair
Jamie Goncharoff, Vice-Chair
Jenn Baxter, Member

Kristin Camp, Esq., Township Solicitor

Tony Scheivert, Township Manager
Shanna Lodge, Assistant Township Manager
Gwen Jonik, Township Secretary
Jill Bukata, Township Treasurer
John DeMarco, Police Chief
Rhys Lloyd, Building Code Official
Anthony Campbell, Zoning Office
Mike Heckman, Public Works Director
Steve Poley, Road Foreman

The Workshop was held at the Township Building, 140 Pottstown Pike, Chester Springs PA 19425.

Sandy D'Amico called the Workshop to order at 4:00 p.m., led the Pledge of Allegiance and offered a moment of silence. No one planned to record the meeting. Sandy D'Amico announced an Executive Session had been held October 18, 2021, regarding personnel matters.

Historical Commission ~ Presentation

Historical Commission (HC) Chair, Vivian McCardell and HC Secretary, Aaron Stoyack, were in attendance. Ms. McCardell had prepared a presentation detailing the Commission's responsibilities, the current tasks and projects, and the goal of educating the public on the township's history, historic sites, landscapes, and archives which include property files containing all kinds of information about those properties on the township's historic resource inventory list.

Intermunicipal Liquor License Transfer ~ Eagle Beats a Birdie LLC

Matthew Goldstein, Esq., representing Eagle Beats a Birdie (X Golf), introduced an Application requesting the Board's support/approval of an intermunicipal transfer of a restaurant liquor license from East Marlborough Township to their proposed simulated golf facility at 12 Pottstown Pike, previously the Harley Davidson Dealership. Transferring the license will not negatively affect the health, safety or welfare of residents. The formal public hearing is scheduled for November 15, 2021. The business proposal is for 6 golf simulators, with an eatery/bar area. If the Supervisors support the transfer, the Applicant then makes application to the State Liquor Control Board to approve the transfer.

Park Road Trail ~ Declaration of Post-Construction Stormwater Management Best Management Practices (BMP) Operation and Maintenance Responsibility

Kristin Camp, Esq., advised that the Park Road Trail construction project included installation of stormwater infrastructure and we need to declare and record who is responsible for the repair and maintenance of those facilities. In this case the Township is responsible, not private property owners. The Board is requested to execute the prepared Declaration and record it with the County. Mike Heckman asked for a copy of the full-size Plan and the suggested maintenance schedule from McMahon Associates, the Project Manager for the Park Road Trail construction.

Jamie Goncharoff moved, seconded by Jenn Baxter, to approve and execute the Declaration of Post-Construction Stormwater Management BMPs Operation and Maintenance Responsibility document. The motion carried unanimously.

Draft 2022 Budget

Jill Bukata explained today's discussions focus on the funds and departments that were not covered at the October Workshop. The draft budget will be revised, as necessary, and approval will be considered at the Board's December 20, 2021 meeting.

General Fund. Proposes increased earned income tax revenue and building permit revenue, American Rescue Plan (ARP) funds of \$600,000; however, there've been no expenditures yet. Proposes decreased cable TV franchise revenue as they have been decreasing as other viewing/streaming options have become available. Proposes salary increases of 3%, adding a part-time employee (receptionist) in the Executive Department to assist the building department and others. Medical and health insurance costs will remain even using our 'rate stabilization fund'; since we're a multi-policy member of Delaware Valley Insurance Trust we receive a discount, and with low claim history provides further discount; increased fees to the County Treasurer's Office as they might be able to collect the real estate tax and hydrant fees together in 2022; property insurance and utilities are increased; police department staffing analysis recommends additional staff – a Lieutenant position is being considered and adding 3 full-time officers so there will be a minimum 2 officers on patrol, increasing the safety of the officers and residents; added funds for the newly established Environmental Advisory Council (EAC).

The Emergency Management Planning Commission reviewed the annual contributions for the volunteer fire departments that serve the Township and they are recommending increases: \$25,000 each for Lionville Fire Company and Ludwigs Corner Fire Company, \$5,500 for East Brandywine Fire Company and \$3,000 for Glenmoore Fire Company. This is the annual contribution. East Brandywine and Ludwigs Corner have asked for additional support, \$150,000 and \$200,000 respectively, toward specific equipment purchases. The Board will consider partial or full approval of those requests.

Sewer Fund. The Township and Municipal Authority have an Agreement for operation and maintenance of the public sewer system. The users' fees pay off the debt in this Fund.

Act 209 Fund. No transportation improvement projects are planned in 2022.

Capital Fund. The 2022 Capital Budget includes the purchase of 2 vehicles for the police department, replacing the Codes Department pickup truck, and several pieces of equipment for Public Works, a camera system at the parks, and proposes a trail connection for Windsor Ridge. Also included are a drone with night vision, a radar board and renovations at Hickory Park. Water Resource Protection Fund (Stormwater). Shanna Lodge explained that a Public Works employee may be added from this Fund, perhaps starting in mid-2022. Several stormwater basin retrofits are in the design phase at this time and construction would begin in 2022. We have received grant funds toward this work. We plan to revisit the stormwater protection program and fees for future stormwater management facilities.

Jamie Goncharoff moved, seconded by Jenn Baxter, to authorize advertising the Draft 2022 Budget including the addition of 3 full-time police officers. The motion carried unanimously.

Open Session

Tony Scheivert suggested the Board consider reinstating the allowance of outdoor sales and dining as we did at the beginning of the pandemic. Most of our eateries continue to offer outdoor dining as a social distancing measure, and we can't quickly change the zoning ordinance to allow that. The

Board discussed when the allowance should expire and determined it be “until further Resolution by the Board of Supervisors.” The Resolution will be considered for adoption at the Board’s November 15, 2021 Meeting.

Jenn Baxter asked of the policy regarding allowing alcohol at the Upland Farms Barn, as the renovations near completion and it will be available for public rental. Tony Scheivert advised our liability insurance carrier has provided us with information and we’ll draft a Policy for special exceptions for the Board’s review.

Adjournment

Sandy D’Amico adjourned the Workshop at 5:12 p.m.

Tony Scheivert announced that the conditional use hearing for the County’s Struble Trail Extension will not be held today and has been continued to January 3, 2022. Sandy D’Amico moved, seconded by Jamie Goncharoff, to continue the Struble Trail conditional use hearing to January 3, 2022, following the Board’s reorganization meeting which begins at 7:00 p.m.

Kristin Camp, Esq., noted that the Barn on Moore conditional use hearing is scheduled for December 14, 2021 following the Board’s 4:00 p.m. Workshop; however, she hasn’t heard that the Applicant will be ready to proceed on that date.

The 100 Greenridge Road conditional use hearing is scheduled for November 15, 2021 at the Pickering Valley Elementary School. Masks are required for all Downingtown School District properties. This first hearing will open the Record and register Parties to the Proceedings. A second hearing is to be held within 30 days unless the Applicant grants an extension. Due to the number of consultants’ comments, Toll might have to revise the Plan and return to the Planning Commission in December.

Sandy D’Amico adjourned the evening at 5:26 p.m.

Respectfully submitted,

Gwen A. Jonik
Township Secretary



TOWNSHIP OF UPPER UWCHLAN
BOARD OF SUPERVISORS
MEETING,
Intermunicipal Liquor License Transfer Hearing,
Conditional Use Hearing ~ 100 Greenridge Road

November 15, 2021

Minutes

DRAFT

LOCATION:

Pickering Valley Elementary School, 121 Byers Road, Chester Springs PA 19425

Attending:

Board of Supervisors

Sandra M. D'Amico, Member
Jamie W. Goncharoff, Member
Jenn F. Baxter, Member

Township Administration

Tony Scheivert, Township Manager
Shanna Lodge, Assistant Township Manager
Gwen Jonik, Township Secretary
John DeMarco, Police Chief
Jill Bukata, Township Treasurer
Rhys Lloyd, Building Code Official
Anthony Campbell, Zoning Officer
Mike Heckman, Director of Public Works
Dave Leh, Township Engineer

Kristin Camp, Esq., Township Solicitor
Mark Hagerty, Court Stenographer

Mrs. D'Amico called the meeting to order at 6:30 p.m., led the Pledge of Allegiance and offered a moment of silence. No one planned to record the meeting. There were 50 citizens in attendance.

Approval of Minutes

Mr. Goncharoff moved, seconded by Mrs. Baxter, to approve as presented the minutes of the October 12, 2021 Board of Supervisors and Draft 2022 Budget Workshop and the October 18, 2021 Board of Supervisors Meeting. The motion carried unanimously.

Approval of Payments

Mrs. Baxter moved, seconded by Mr. Goncharoff, to approve the payments to all vendors as listed November 12, 2021. The motion carried unanimously.

Treasurer's Report

Jill Bukata reported the Township's financial position remains strong; year to date revenues are at 112.4% of budget; year to date expenses are at 77.5% of budget; earned income tax receipts received through November 12 have exceeded the budget by \$397,776. The large increase in revenue is partly due to receiving American Rescue Plan (ARPA) funds, which were not included in the budget and no expenses have yet been made to offset the revenue.

Mrs. Bukata requested authorization to transfer \$1,000,000 from the General fund to the Capital fund for Upland Farm barn renovation expenses and payment on the General Obligation Bonds – Series of 2019. Mr. Goncharoff moved, seconded by Mrs. Baxter, to approve the transfer of \$1,000,000 as noted above. The motion carried unanimously.

Supervisor's Report

Mrs. D'Amico read the following calendar: November 25-26, 2021 Office Closed ~ observing Thanksgiving Holiday; November 27, 2021 5th Annual Tree Lighting, "Light UP" Upper Uwchlan, Fireworks; December 14, 2021 4:00 PM Board of Supervisors Workshop, Conditional Use Hearing ~ Applicant: Barn on Moore LLC; December 20, 2021 7:00 PM Board of Supervisors Meeting; December 24, 2021 (Friday) Office Closed ~ observing Christmas Day; December 31, 2021 (Friday) Office Closed ~ observing New Year's Day; January 3, 2022 7:00 PM Board of Supervisors Annual Organization Meeting; Yard Waste Collection Dates: November 17, 24, December 8 and 22, 2021

Administration Reports

Township Engineer's Report

Dave Leh reported that all new construction projects are going along smoothly; the Preserve at Marsh Creek home sales are going well so they'll be moving forward with Phases 2 and 3 beginning early 2022.

Building and Codes Department Report

Rhys Lloyd reported the Department had another busy month with 72 building permits approved, totaling \$40,825 in permit fees; 14 resale use and occupancy permits and inspections; new construction inspections and numerous addition/renovation inspections.

Police Chief's Report

Chief DeMarco reported there were 1216 incidents logged last month, including 21 reported crimes of which most were identity theft. If you feel your identity has been compromised, report it to the Police. The Trunk or Treat event was a great success - there were many great costumes. It will become an annual event. The annual tree lighting and fireworks are Saturday, November 27, 2021.

Public Works Department Report

Mike Heckman reported that 173 work orders were received and completed throughout the month. The staff carried out routine maintenance tasks, were called out 3 times for storms in October, performed street sweeping, etc. There were no bidders the second time for the snow plowing contract, so we'll have to hire help each time there's a snow/ice event. When asked why he thought we didn't get any bidders, Mr. Heckman noted plowing insurance costs are rising, as well as the costs for the plowing equipment.

ADMINISTRATION

Intermunicipal liquor license transfer Hearing. Kristin Camp, Esq., explained that a public hearing is necessary under the State Liquor Code as part of the process to request a liquor license transfer from one municipality to another. In October, Matthew Goldstein, Esq., representing Eagle Beats a Birdie LLC had made such a request to transfer a license from a restaurant in East Marlborough Township to 12 Pottstown Pike, a proposed simulated golfing facility (XGolf), with an eatery and bar. The Applicants propose requesting from the PA Liquor Control Board the transfer of restaurant liquor license #17766. Tom Kauffman distributed Applicants' Exhibits showing the facility's layout – 6 simulators for playing a full round of golf, the food menu, etc. Six seats at each of the 6 simulators, 40 seats in the eatery/bar, 8-15+ employees depending on the season, summer tee times 9:00-9:00 or later; longer hours in the winter. Their employees will be trained in responsibly serving alcohol (RAMP) by a State police program teaching employees and managers how to responsibly serve the public. They'll have general (\$3million) and liquor (\$5million required as tenants) liability insurances; golfing will be @ 70% of the business, supported by food and alcohol sales 25%. They hope to open in April 2022. They'll need a special exception from the Zoning Hearing Board as this type use isn't

specifically listed in the LI District. Parking and signage will be discussed by the landlord during future approvals with the Township. They don't believe transferring this liquor license will be detrimental to the health, safety or welfare of the residents.

Mr. Goncharoff moved, seconded by Mrs. Baxter, to adopt Resolution #11-15-21-08 allowing the transfer of the liquor license conditioned on adding text that the Applicant will comply with the testimony given this evening regarding the RAMP training and liquor liability insurance. Ms. Camp will revise the Resolution for the Board's signature. The motion carried unanimously.

Outdoor Dining Resolution. Gwen Jonik explained that the Board had temporarily allowed outdoor sales and dining last winter for township businesses to operate with enhanced social distancing. It was suggested the temporary allowance be reinstated for the coming months for continued operations and business success. Mr. Goncharoff moved to adopt Resolution #11-15-21-09, reinstating the temporary allowance of outdoor sales and dining in areas where it might not otherwise be allowed, until further Resolution by the Board. Mrs. Baxter seconded. Nancy Copp asked if there were any complaints from the last time; there were none. The motion carried unanimously.

Authorize advertisement of 2022 budget, proceed with offers of employment for 3 full-time Police Officers, proceed to issue purchase orders for 2 police vehicles and 1 building department vehicle.

Jill Bukata summarized the changes made to the draft budget following last week's budget workshop. The draft budget presented today includes hiring 3 full-time police officers and purchasing the 2 vehicles for the police department and 1 for the codes department. We'd like to proceed with the offers of employment for the 3 full-time officers (currently our 3 part-time officers) and to proceed with the purchase orders for the vehicles as the lead times are lengthy at this time. The draft budget includes increased costs for unemployment compensation, the assessment for the Lieutenant position, the additional expenses for the full-time officers and the additional annual contributions to the fire companies.

Mr. Goncharoff moved to advertise the Draft 2022 Budget for the public's inspection prior to adoption consideration at the December 20, 2021 Supervisors meeting. Mr. Ross, Fox Chase Lane, asked if taxes would be increased to fund this budget. The answer is no. Ms. Cortesi, Rabbit Run, asked if the American Rescue Plan funds are for infrastructure projects or could be used for businesses, or people who've lost their jobs. Mrs. Bukata answered that according to the approved uses for the funds, we will use some of the money for storm water and public sewer projects; we await the Treasury's final decision on some of the other uses. Mr. Allen, Stonehedge Drive, questioned the 3 new officers and the rise in unemployment costs. Chief DeMarco explained the current 3 part-time officers will be offered the full-time positions and they wouldn't be replaced. Mrs. Bukata replied several previous employees are filing unemployment claims.

The motion to advertise the Draft 2022 Budget carried unanimously.

Mr. Goncharoff moved, seconded by Mrs. Baxter, to proceed with offers of employment for the 3 full-time police officers. The motion carried unanimously.

Mrs. Baxter moved, seconded by Mr. Goncharoff, to issue purchase orders at this time for the 3 new vehicles. The motion carried unanimously.

Authorize advertisement of Popjoy Lane speed limit, stop sign and parking restriction ordinance. Gwen Jonik explained an Ordinance is necessary to establish the speed limit, stop sign intersections and any parking restrictions for township roads. The Township recently accepted dedication of Popjoy Lane in the Marsh Lea development. Mr. Goncharoff moved, seconded by

Mrs. Baxter, to advertise the Ordinance for adoption consideration at the December 20, 2021 Supervisors meeting. The motion carried unanimously.

Open Session

No comments were offered.

Adjournment

There being no further regular business to be brought before the Board, Mrs. D'Amico adjourned the Meeting at 7:28 p.m. and advised a 10-minute recess would be taken.

CONDITIONAL USE HEARING ~ Applicant: Toll / 100 Greenridge Road

Mrs. D'Amico reconvened the evening at 7:45 p.m. and asked Kristin Camp, Esq., Township Solicitor, to conduct the conditional use hearing for 100 Greenridge Road. Mark Hagerty, Court Stenographer, recorded the proceedings, the official, formal Record. The following are informal notes.

Ms. Camp read the public notice describing the subject of tonight's Hearing – Toll proposes to develop 2 parcels totaling over 65 acres in the R-2 District and F-12 Flexible Development overlay District, seeking conditional use approval to subdivide and develop the property using the flexible/open space option, to permit dwellings and related improvements within precautionary slopes, to permit roads of primary access to be located in areas of precautionary slopes and to permit sanitary and storm sewer conveyances to be located in area of precautionary slopes. She explained the conditional use hearing process and that the Board is to render a Decision within 45 days after the Record of hearings (there will be more than 1 hearing) is officially closed. This evening the Board will enter Exhibits into the Record and register those who would like to become a Party – anyone who lives within 500 feet of the subject property.

The following Board's Exhibits were entered into the Record:

- 1 – Conditional Use Application with cover letter from Applicant's Counsel, amended 10-4-2021 for additional relief
- 2 – Conditional Use Plan dated August 10, 2021 and revised October 4, 2021 – 13 sheets
- 3 – Proof of Publication
- 4 – Certificate of property posting October 26, 2021
- 5 – List of property addresses within 500', receiving Notice of the Hearing
- 6 – Communication from Applicant's Counsel waiving 60-day timeframe to hold the Hearing
- 7 – reserved for Planning Commission recommendation / meeting minutes - November 11, 2021
- 8 -- Gilmore & Associates November 4, 2021 letter combining consultants' comments
- 9 – Historical Commission's recommendation dated October 25, 2021
- 9 – Ludwigs Corner Fire Company letter (undated)

Registration / entry of Parties. John Mahoney, Esq., representing 21 property owners, asked they be entered into the Record: 8 Lauren Lane, 16 Lauren Lane, 38 East Indian Springs Drive, 32 East Indian Springs Drive, 301 Deerhaven Way, 136 Devon Circle, 79 West Indian Springs, 64 Stonehedge Drive, 47 East Indian Springs Drive, 307 Deerhaven Way, 290 Greenridge Road, 102 Stonehedge Drive, 331 Deerhaven Way, 26 East Indian Springs Drive, 23 Stonehedge Drive. Jonathan Long, representing residents at 125 and 129 Greenridge Road, asked they be entered in the Record. Residents at the following addresses, individually, requested Party status: 211 Greenridge Road, 171 Shea Lane, 161 Shea Lane, 130 Shea

Lane, 103 Stonehedge Drive, 191 Shea Lane, 180 Shea Lane, 12 Greenridge Road, 339 Styer Road. Alyson Zarro, representing Toll, approved most of these as Parties but held several in reserve until their proximity to the 100 Greenridge Road property could be confirmed. More residents can request Party Status at the next Hearing if they couldn't be here tonight. All citizens are encouraged to attend all the Hearings.

Ms. Zarro explained that the Applicant hasn't been able to complete their revisions to the proposed Plan and submit it to the Planning Commission. They want to work through the consultants' comments, resubmit the Plan in early December and come to the Planning Commission's January 2022 meeting.

Ms. Zarro requested a continuation of the Hearing until after the Planning Commission's January meeting. It was decided the Hearing would be continued until 7:30 p.m. January 18, 2022, following the Board's regular business meeting. Ms. Camp will confirm the date and time via email with the Parties.

Mrs. D'Amico adjourned the evening at 8:18 p.m.

Respectfully submitted,

Gwen A. Jonik
Township Secretary

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 52600 to 52689
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
52600	11/15/21	YSM YSM	1,316.08	11/30/21	2523
52601	11/15/21	CAMPANEL CAMPANELLA CONSULTING GROUP	1,125.00	11/30/21	2524
52602	12/20/21	21ST 21st CENTURY MEDIA PHILLY	1,966.09		2538
52603	12/20/21	ABELB010 ABEL BROTHER TOWING & AUTO	375.00		2538
52604	12/20/21	ADVANO10 ADVANCED HORTICULTURAL SOLN	17,130.00		2538
52605	12/20/21	ADVANO20 ADVANTAGE INDUSTRIAL SUPPLY	194.07		2538
52606	12/20/21	AQUAP010 AQUA PA	1,173.30		2538
52607	12/20/21	ARAMA010 ARAMARK	154.00		2538
52608	12/20/21	ARROC010 ARRO CONSULTING, INC.	370.25		2538
52609	12/20/21	ASAPH005 ASAP HYD EXTON LLC	248.36		2538
52610	12/20/21	ATTMOBIL AT & T MOBILITY	1,728.71		2538
52611	12/20/21	AXONENTE AXON ENTERPRISE, INC	249.24		2538
52612	12/20/21	BAXTERJ BAXTER, JENN	183.15		2538
52613	12/20/21	BESTL140 BEST LINE EQUIPMENT	139.74		2538
52614	12/20/21	BIO-ONE BIO-ONE CHESTER COUNTY	1,500.00		2538
52615	12/20/21	BRANDSPC BRANDYWINE VALLEY SPCA	967.01		2538
52616	12/20/21	BRANDWIN BRANDYWINE CONSERVANCY	1,620.00		2538
52617	12/20/21	BUCKLO10 BUCKLEY, BRION, MCGUIRE, MORRI	2,754.23		2538
52618	12/20/21	BUKAT010 JILL BUKATA	239.00		2538
52619	12/20/21	CEDAR010 CEDAR HOLLOW RECYCLING	119.78		2538
52620	12/20/21	CHARLHIG CHARLES A HIGGINS & SONS	17,860.20		2538
52621	12/20/21	CJTIRE CJ'S TIRE & AUTOMOTIVE SERVICE	950.79		2538
52622	12/20/21	CLARKBRO CLARK BROTHERS NURSERY	4,181.60		2538
52623	12/20/21	COLLIFL COLLIFLOWER, INC	169.88		2538
52624	12/20/21	COMCA010 COMCAST	1,132.04		2538
52625	12/20/21	CRAIGROW CRAIG ROWE	73.50		2538
52626	12/20/21	CRESTLIN CRESTLINE SPECIALTIES, INC	387.80		2538
52627	12/20/21	CRYST010 CRYSTAL SPRINGS	83.49		2538
52628	12/20/21	DAMICOS D'AMICO, SANDRA	183.15		2538
52629	12/20/21	DELA030 DELAWARE VALLEY HEALTH TRUST	99,551.62		2538
52630	12/20/21	DEMAR010 JOHN DEMARCO	2,008.00		2538
52631	12/20/21	DIICOMPU DII COMPUTERS, INC	4,250.00		2538
52632	12/20/21	DVWCT DELAWARE VALLEY WORKERS COMP	15,456.50		2538
52633	12/20/21	EAGLE130 EAGLE TERMITE & PEST CONTROL	95.00		2538
52634	12/20/21	EAGLHARD EAGLE HARDWARE	113.96		2538
52635	12/20/21	ELECTRIT ELECTRI-TECH	3,205.83		2538
52636	12/20/21	FLEXIBEN FLEXIBLE BENEFIT ADMINISTRATOR	48.00		2538
52637	12/20/21	GATHE010 BRIAN E. GATHERCOLE	1,908.00		2538
52638	12/20/21	GENSERVE GENSERVE, INC	702.00		2538
52639	12/20/21	GILMO020 GILMORE & ASSOCIATES, INC	3,942.09		2538
52640	12/20/21	GLSAYRE G. L. SAYRE	6,988.34		2538
52641	12/20/21	GOVER010 GFOA - PA RECORD OFFICE	75.00		2538
52642	12/20/21	GREAT010 GREAT VALLEY LOCKSHOP	436.53		2538
52643	12/20/21	HELPNOW HELP-NOW, LLC	7,728.76		2538
52644	12/20/21	JAMIMART JAMI MARTIN	49.00		2538
52645	12/20/21	KEENC010 KEEN COMPRESSED GAS COMPANY	136.31		2538
52646	12/20/21	KIMBALLW KIMBALL MIDWEST	701.67		2538
52647	12/20/21	LEVEN010 LEVENGOOD SEPTIC SERVICE	256.50		2538
52648	12/20/21	LINESYST TELESYSTEM	2,323.28		2538
52649	12/20/21	LLOYD020 RHYS LLOYD	96.83		2538
52650	12/20/21	LUDWIO60 LUDWIG'S CORNER SUPPLY CO.	23.01		2538

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
52651	12/20/21	MARKH010 MARK HAGERTY	1,096.00		2538
52652	12/20/21	MARSH020 MARSH CREEK SIGNS	105.00		2538
52653	12/20/21	MCGOV020 MCGOVERN ENVIRONMENTAL, LLC	100.00		2538
52654	12/20/21	MCKENNA MCKENNA SNYDER, LLC	930.37		2538
52655	12/20/21	MCPMAH010 MCPMAHON ASSOCIATES, INC.	195.00		2538
52656	12/20/21	MCTREEFA MARSH CREEK TREE FARM	245.00		2538
52657	12/20/21	NAPA0010 NAPA AUTO PARTS	727.25		2538
52658	12/20/21	NEWHO010 NEW HOLLAND AUTO GROUP	209.31		2538
52659	12/20/21	NJSTASSO NJ STATE ASSOC CHIEFS OF POLIC	1,200.00		2538
52660	12/20/21	NORMGLAS NORMAN T. GLASS "RESTORATIONS"	1,000.00		2538
52661	12/20/21	NOVUS NOVUS MAINTENANCE, LLC	3,852.95		2538
52662	12/20/21	PECO PECO ENERGY COMPANY	320,000.00		2538
52663	12/20/21	PECO0010 PECO	3,995.94		2538
52664	12/20/21	PICKE020 PICKERING VALLEY LANDSCAPE, IN	7,500.00		2538
52665	12/20/21	PSATS030 PSATS-CDL PROGRAM	120.00		2538
52666	12/20/21	PURCHPOW PURCHASE POWER (PITNEY BOWES)	115.00		2538
52667	12/20/21	REAGE010 REAGENT PRINT & IMAGING	54.00		2538
52668	12/20/21	ROBLITTL ROBERT E. LITTLE, INC.	245.87		2538
52669	12/20/21	ROHRERSE ROHRER SEEDS	467.00		2538
52670	12/20/21	SERVI010 SERVICE TIRE TRUCK CENTER	1,617.10		2538
52671	12/20/21	SIANALAW SIANA LAW, LLP	1,972.50		2538
52672	12/20/21	SIGNASEN SIGNAL SENSE	15,400.00		2538
52673	12/20/21	SNAPON01 SNAP-ON TOOLS	558.25		2538
52674	12/20/21	STAPLADV STAPLES BUSINESS CREDIT	684.37		2538
52675	12/20/21	STAPLCRP STAPLES CREDIT PLAN	485.49		2538
52676	12/20/21	STYER010 STYER PROPANE	1,363.04		2538
52677	12/20/21	SWEETWAT SWEETWATER NATURAL PRODUCTS LL	27.00		2538
52678	12/20/21	TAYLORL TAYLOR, LYNDASAY	25.43		2538
52679	12/20/21	TIFCO TIFCO INDUSTRIES	249.01		2538
52680	12/20/21	TONYSCH TONY SCHEIVERT	200.00		2538
52681	12/20/21	TRAISR TRAISR BY MCPMAHON	3,278.40		2538
52682	12/20/21	TRIAD010 TRIAD TRUCK EQUIPMENT, INC.	90.00		2538
52683	12/20/21	VERIZ010 VERIZON	284.87		2538
52684	12/20/21	VERIZFIO VERIZON	124.99		2538
52685	12/20/21	VERIZOSP VERIZON - SPECIAL PROJECTS	217.14		2538
52686	12/20/21	VILLA010 MEDCENTER 100	92.00		2538
52687	12/20/21	WIGGISHR WIGGINS SHREDDING	95.00		2538
52688	12/20/21	WOLFI010 WOLFINGTON BODY COMPANY, INC.	22.20		2538
52689	12/20/21	ZEPSA020 ACUITY SPECIALTY PRODUCTS, INC	1,358.13		2538

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	90	0	578,975.30	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	90	0	578,975.30	0.00

December 17, 2021
01:43 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 52600 to 52689
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 Num	Ref Seq	Acct
PO #	Item	Description							
52600	11/15/21	YSM YSM				11/30/21	2523		
21-01441	1	hp - sketch plan	1,316.08	01-454-002-450 Contracted Services	Expenditure		1	1	
52601	11/15/21	CAMPANEL CAMPANELLA CONSULTING GROUP				11/30/21	2524		
21-01442	1	sept & october services	1,125.00	01-401-000-450 Contracted Services	Expenditure		1	1	
52602	12/20/21	21ST 21st CENTURY MEDIA PHILLY					2538		
21-01472	1	zhb - michelle gunther	350.80	01-408-000-370 Reimbursable Advertising	Expenditure		1	1	
21-01472	2	zoning - loew	433.68	01-408-000-370 Reimbursable Advertising	Expenditure		2	1	
21-01472	3	conditional use - greenridge	428.50	01-408-000-370 Reimbursable Advertising	Expenditure		3	1	
21-01472	4	liquor license	236.84	01-400-000-341 Advertising	Expenditure		4	1	
21-01472	5	conditional use - struble	293.82	01-408-000-370 Reimbursable Advertising	Expenditure		5	1	
21-01472	6	eac meeting notice	65.90	01-400-000-341 Advertising	Expenditure		6	1	
21-01472	7	2022 budget notice	156.55	01-400-000-341 Advertising	Expenditure		7	1	
			1,966.09						
52603	12/20/21	ABELB010 ABEL BROTHER TOWING & AUTO					2538		
21-01478	1	pw - tow peterbilt dump	375.00	01-438-000-450 Contracted Services	Expenditure		35	1	
52604	12/20/21	ADVANO10 ADVANCED HORTICULTURAL SOLN					2538		
21-01474	1	hp - bio fert and weed turf	2,425.00	01-454-002-450 Contracted Services	Expenditure		15	1	
21-01474	2	larkins - bio fert and weed	670.00	01-454-004-450 Contracted Services	Expenditure		16	1	
21-01474	3	ff - liquid biological	2,240.00	01-454-003-450 Contracted Services	Expenditure		17	1	
21-01474	4	ff - liquid biological	2,035.00	01-454-003-450 Contracted Services	Expenditure		18	1	
21-01474	5	ff - compost application	1,465.00	01-454-003-450 Contracted Services	Expenditure		19	1	
21-01474	6	hp - bio fert turf	1,875.00	01-454-002-450 Contracted Services	Expenditure		20	1	
21-01474	7	ff - liquid biological	1,595.00	01-454-003-450 Contracted Services	Expenditure		21	1	
21-01474	8	ff - liquid biological	1,405.00	01-454-003-450 Contracted Services	Expenditure		22	1	
21-01474	9	hp - gypsum pelleted	1,575.00	01-454-002-450 Contracted Services	Expenditure		23	1	
21-01474	10	ff - gypsum pelleted	945.00	01-454-003-450 Contracted Services	Expenditure		24	1	

December 17, 2021
01:43 PM

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 Num	Ref Seq	Acct
PO #	Item	Description							
52604	ADVANCED HORTICULTURAL SOLN	Continued							
21-01474	11	ff - soil balance turf	900.00	01-454-003-450	Expenditure		25	1	
				Contracted Services					
			<u>17,130.00</u>						
52605	12/20/21	ADVAN020 ADVANTAGE INDUSTRIAL SUPPLY					2538		
21-01477	1	pw - cfold towels	194.07	01-438-000-200	Expenditure		34	1	
				Supplies					
52606	12/20/21	AQUAP010 AQUA PA					2538		
21-01475	1	pw	25.00	01-409-001-360	Expenditure		26	1	
				Utilities					
21-01475	2	ff	68.00	01-454-003-360	Expenditure		27	1	
				Utilities					
21-01475	3	twp	99.50	01-409-003-360	Expenditure		28	1	
				Utilities					
21-01475	4	twp	181.00	01-409-003-360	Expenditure		29	1	
				Utilities					
21-01475	5	hp	159.00	01-454-002-360	Expenditure		30	1	
				Utilities					
21-01475	6	milford	19.00	01-409-004-360	Expenditure		31	1	
				Utilities					
21-01475	7	upland	430.00	01-454-005-360	Expenditure		32	1	
				Utilities					
21-01560	1	new line @ upland	81.78	01-454-005-360	Expenditure		213	1	
				Utilities					
21-01560	2	new line @ upland	110.02	01-454-005-360	Expenditure		214	1	
				Utilities					
			<u>1,173.30</u>						
52607	12/20/21	ARAMA010 ARAMARK					2538		
21-01479	1	pw - jackets	154.00	01-438-000-238	Expenditure		36	1	
				Uniforms					
52608	12/20/21	ARROC010 ARRO CONSULTING, INC.					2538		
21-01480	1	project 10270.67 sewer install	150.75	01-408-000-313	Expenditure		37	1	
				Non Reimbursable					
21-01480	2	project 17000 consulting	219.50	01-408-000-313	Expenditure		38	1	
				Non Reimbursable					
			<u>370.25</u>						
52609	12/20/21	ASAPH005 ASAP HYD EXTON LLC					2538		
21-01481	1	motor seal kit	248.36	01-438-000-260	Expenditure		39	1	
				Small Tools & Equipment					
52610	12/20/21	ATTMOBIL AT & T MOBILITY					2538		
21-01473	1	pd - cells	899.18	01-410-000-320	Expenditure		8	1	
				Telephone					
21-01473	2	admin	120.24	01-400-000-320	Expenditure		9	1	
				Telephone					
21-01473	3	admin	25.48	01-401-000-322	Expenditure		10	1	
				Ipad Expense					

December 17, 2021
01:43 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 3

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
52610	AT & T MOBILITY	Continued							
21-01473	4	codes	120.24	01-413-000-320 Telephone	Expenditure		11		1
21-01473	5	codes	100.94	01-413-000-322 Ipad Expense	Expenditure		12		1
21-01473	6	pw	326.66	01-438-000-320 Telephone	Expenditure		13		1
21-01473	7	pw	135.97	01-438-000-322 Ipad Expense	Expenditure		14		1
			<u>1,728.71</u>						
52611	12/20/21	AXONENTE AXON ENTERPRISE, INC					2538		
21-01476	1	pd - 25ft smart cartridge	249.24	01-410-000-316 Training/Seminar	Expenditure		33		1
52612	12/20/21	BAXTERJ BAXTER, JENN					2538		
21-01487	1	lodging at hershey	183.15	01-400-000-420 Dues/Subscriptions/Mem	Expenditure		47		1
52613	12/20/21	BESTL140 BEST LINE EQUIPMENT					2538		
21-01486	1	parks - arm, blade, filter	139.74	01-454-001-235 Vehicle Maintenance	Expenditure		46		1
52614	12/20/21	BIO-ONE BIO-ONE CHESTER COUNTY					2538		
21-01484	1	11/23 routine cleaning	1,500.00	01-409-003-450 Contracted Services	Expenditure		44		1
52615	12/20/21	BRANDSPC BRANDYWINE VALLEY SPCA					2538		
21-01482	1	october services	804.73	01-422-000-530 Contributions/SPCA	Expenditure		40		1
21-01482	2	november services	162.28	01-422-000-530 Contributions/SPCA	Expenditure		41		1
			<u>967.01</u>						
52616	12/20/21	BRANDWIN BRANDYWINE CONSERVANCY					2538		
21-01483	1	greenridge - cu plan	920.00	01-408-000-310 Reimbursable Engineer	Expenditure		42		1
21-01483	2	october services	700.00	01-408-000-313 Non Reimbursable	Expenditure		43		1
			<u>1,620.00</u>						
52617	12/20/21	BUCKLO10 BUCKLEY, BRION, MCGUIRE, MORRI					2538		
21-01488	1	alpha phlyte - cu app	82.00	01-404-000-311 Non Reimbursable Legal	Expenditure		48		1
21-01488	2	alpha phlyte - cu app	95.50	01-404-000-311 Non Reimbursable Legal	Expenditure		49		1
21-01488	3	161 e. twp line rd - belcanto	20.50	01-404-000-311 Non Reimbursable Legal	Expenditure		50		1
21-01488	4	november services	1,238.48	01-404-000-311 Non Reimbursable Legal	Expenditure		51		1
21-01488	5	260 moore road - barn	41.00	01-404-000-310 Reimbursable Legal Fees	Expenditure		52		1

December 17, 2021
01:43 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 4

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
52617	BUCKLEY, BRION, MCGUIRE, MORRI Continued								
21-01488	6	toll/greenridge	149.75	01-404-000-310	Expenditure		53	1	
				Reimbursable Legal Fees					
21-01488	7	toll/greenridge	973.50	01-404-000-310	Expenditure		54	1	
				Reimbursable Legal Fees					
21-01488	8	eagle beats a birdie	83.50	01-404-000-311	Expenditure		55	1	
				Non Reimbursable Legal					
21-01488	9	eagle beats a birdie	70.00	01-404-000-311	Expenditure		56	1	
				Non Reimbursable Legal					
			<u>2,754.23</u>						
52618	12/20/21	BUKAT010 JILL BUKATA					2538		
21-01485	1	gfoa/aicpa trainings	239.00	01-410-000-316	Expenditure		45	1	
				Training/Seminar					
52619	12/20/21	CEDAR010 CEDAR HOLLOW RECYCLING					2538		
21-01494	1	pw - blacktop	119.78	01-438-000-450	Expenditure		68	1	
				Contracted Services					
52620	12/20/21	CHARLHIG CHARLES A HIGGINS & SONS					2538		
21-01492	1	ticonderoga - repair flasher	105.00	01-434-000-450	Expenditure		62	1	
				Contracted Services					
21-01492	2	100/graphite - peco issue	5,818.00	01-434-000-450	Expenditure		63	1	
				Contracted Services					
21-01492	3	graphite/byers - light out	182.00	01-434-000-450	Expenditure		64	1	
				Contracted Services					
21-01492	4	repaired preemption/inspection	9,582.80	01-434-000-450	Expenditure		65	1	
				Contracted Services					
21-01492	5	installed ups units	2,172.40	01-434-000-450	Expenditure		66	1	
				Contracted Services					
			<u>17,860.20</u>						
52621	12/20/21	CJTIRE CJ'S TIRE & AUTOMOTIVE SERVICE					2538		
21-01493	1	pd - tire service package	950.79	01-410-000-235	Expenditure		67	1	
				Vehicle Maintenance					
52622	12/20/21	CLARKBRO CLARK BROTHERS NURSERY					2538		
21-01495	1	milford road - trees installed	4,181.60	01-409-004-250	Expenditure		69	1	
				Maintenance & repairs					
52623	12/20/21	COLLIFL COLLIFLOWER, INC					2538		
21-01496	1	pw - nipples,couplers	169.88	01-438-000-200	Expenditure		70	1	
				Supplies					
52624	12/20/21	COMCA010 COMCAST					2538		
21-01490	1	upland	310.08	01-454-005-450	Expenditure		58	1	
				Contracted Services					
21-01490	2	township	613.57	01-409-003-450	Expenditure		59	1	
				Contracted Services					
21-01490	3	pw	208.39	01-409-001-450	Expenditure		60	1	
				Contracted Services					
			<u>1,132.04</u>						

December 17, 2021
01:43 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 5

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
52625	12/20/21	CRAIGROW CRAIG ROWE					2538		
21-01535	1	pw - reimbursement for renewal	73.50	01-438-000-200 Supplies	Expenditure		170	1	
52626	12/20/21	CRESTLIN CRESTLINE SPECIALTIES, INC					2538		
21-01489	1	jr officer badges	387.80	01-410-000-340 Public Relations	Expenditure		57	1	
52627	12/20/21	CRYST010 CRYSTAL SPRINGS					2538		
21-01491	1	pw - kitchen supplies	83.49	01-438-000-200 Supplies	Expenditure		61	1	
52628	12/20/21	DAMICOS D'AMICO, SANDRA					2538		
21-01498	1	lodging at hershey	183.15	01-400-000-420 Dues/Subscriptions/Mem	Expenditure		72	1	
52629	12/20/21	DELA030 DELAWARE VALLEY HEALTH TRUST					2538		
21-01500	1	admin	5,152.00	01-401-000-156 Employee Benefit Expens	Expenditure		79	1	
21-01500	2	pd	24,277.93	01-410-000-156 Employee Benefit Expense	Expenditure		80	1	
21-01500	3	codes	3,964.04	01-413-000-156 Employee Benefit Expens	Expenditure		81	1	
21-01500	4	pw	12,997.97	01-438-000-156 Employee Benefit Expense	Expenditure		82	1	
21-01500	5	pw - facilities	3,383.87	01-438-001-156 Employee Benefit Expense	Expenditure		83	1	
21-01500	6	admin	5,152.00	01-401-000-156 Employee Benefit Expens	Expenditure		84	1	
21-01500	7	pd	24,277.93	01-410-000-156 Employee Benefit Expense	Expenditure		85	1	
21-01500	8	codes	3,964.04	01-413-000-156 Employee Benefit Expens	Expenditure		86	1	
21-01500	9	pw	12,997.97	01-438-000-156 Employee Benefit Expense	Expenditure		87	1	
21-01500	10	pw - facilities	3,383.87	01-438-001-156 Employee Benefit Expense	Expenditure		88	1	
			99,551.62						
52630	12/20/21	DEMAR010 JOHN DEMARCO					2538		
21-01497	1	fall 2021 reimbursement	2,008.00	01-410-000-174 Tuition Reimbursment	Expenditure		71	1	
52631	12/20/21	DIICOMPU DII COMPUTERS, INC					2538		
21-01505	1	twp - hdmi cord	94.00	01-407-000-200 Supplies	Expenditure		101	1	
21-01505	2	pd - hp probook 15"	1,378.00	01-410-000-740 Computer/Furniture	Expenditure		102	1	
21-01505	3	empc-dell 3080 micro/precision	2,778.00	01-415-000-740 Computer/Office Equip	Expenditure		103	1	
			4,250.00						

December 17, 2021
01:43 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 6

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
52632	12/20/21	DVWCT DELAWARE VALLEY WORKERS COMP					2538		
21-01499	1	admin	154.57	01-401-000-354	Expenditure		73	1	
				Insurance-Workers Comp					
21-01499	2	pd	9,273.90	01-410-000-354	Expenditure		74	1	
				Insurance - Workers Com					
21-01499	3	codes	154.57	01-413-000-354	Expenditure		75	1	
				Insurance - Workers Comp					
21-01499	4	pw	2,936.74	01-438-000-354	Expenditure		76	1	
				Insurance Workers Com					
21-01499	5	pw - facilities	2,009.35	01-438-001-354	Expenditure		77	1	
				Insurance - Workers Comp - Facilities					
21-01499	6	parks	927.37	01-454-001-354	Expenditure		78	1	
				Insurance - Workers Com					
			15,456.50						
52633	12/20/21	EAGLE130 EAGLE TERMITE & PEST CONTROL					2538		
21-01501	1	quarterly services	95.00	01-409-003-250	Expenditure		89	1	
				Maintenance & Repairs					
52634	12/20/21	EAGLHARD EAGLE HARDWARE					2538		
21-01502	1	twp - toys for tots sign	4.98	01-409-003-200	Expenditure		90	1	
				Supplies					
21-01502	2	parks - batteries	12.98	01-454-001-200	Expenditure		91	1	
				Supplies					
21-01502	3	pw - tools	3.98	01-438-000-200	Expenditure		92	1	
				Supplies					
21-01502	4	pw - hardware	2.50	01-438-000-200	Expenditure		93	1	
				Supplies					
21-01502	5	pd - cleaning supplies	11.78	01-410-000-250	Expenditure		94	1	
				Maintenance & Repairs					
21-01502	6	pw - magnet	19.98	01-438-000-260	Expenditure		95	1	
				Small Tools & Equipment					
21-01502	7	twp - tools	13.28	01-409-003-200	Expenditure		96	1	
				Supplies					
21-01502	8	ff - aed box repair	38.99	01-454-003-200	Expenditure		97	1	
				Supplies					
21-01502	9	upland - bridge repair	5.49	01-454-005-200	Expenditure		98	1	
				Supplies					
			113.96						
52635	12/20/21	ELECTRIT ELECTRI-TECH					2538		
21-01503	1	farmhouse electrical panel	3,205.83	01-454-005-250	Expenditure		99	1	
				Repairs & Maint					
52636	12/20/21	FLEXIBEN FLEXIBLE BENEFIT ADMINISTRATOR					2538		
21-01504	1	november services	48.00	01-410-000-158	Expenditure		100	1	
				Medical Expense Reimbursements					
52637	12/20/21	GATHE010 BRIAN E. GATHERCOLE					2538		
21-01509	1	fall 2021 reimbursement	1,908.00	01-410-000-174	Expenditure		108	1	
				Tuition Reimbursment					

December 17, 2021
01:43 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 7

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
52638	12/20/21	GENSERVE GENSERVE, INC					2538		
21-01507	1	pw - inspected generator	312.00	01-409-001-250	Expenditure		105	1	
				Maint & Repair					
21-01507	2	twp - inspected generator	390.00	01-409-003-250	Expenditure		106	1	
				Maintenance & Repairs					
			<u>702.00</u>						
52639	12/20/21	GILMO020 GILMORE & ASSOCIATES, INC					2538		
21-01510	1	eagleview lot 9	35.00	01-408-000-310	Expenditure		109	1	
				Reimbursable Engineer					
21-01510	2	261 moore road - cu app	404.32	01-408-000-310	Expenditure		110	1	
				Reimbursable Engineer					
21-01510	3	struble trail review	70.00	01-408-000-310	Expenditure		111	1	
				Reimbursable Engineer					
21-01510	4	november services	1,030.95	01-408-000-313	Expenditure		112	1	
				Non Reimbursable					
21-01510	5	toll - greenridge	1,944.32	01-408-000-310	Expenditure		113	1	
				Reimbursable Engineer					
21-01510	6	400 milford road	457.50	01-408-000-313	Expenditure		114	1	
				Non Reimbursable					
			<u>3,942.09</u>						
52640	12/20/21	GLSAYRE G. L. SAYRE					2538		
21-01559	1	parks - ventshade	149.72	01-454-001-235	Expenditure		204	1	
				Vehicle Maintenance					
21-01559	2	parks - brake repair	387.58	01-454-001-235	Expenditure		205	1	
				Vehicle Maintenance					
21-01559	3	parks - turbocharger, exhaust	717.46	01-454-001-235	Expenditure		206	1	
				Vehicle Maintenance					
21-01559	4	parks - turbocharger, exhaust	5,758.52	01-454-001-235	Expenditure		207	1	
				Vehicle Maintenance					
21-01559	5	credit - turbocharger	650.00	01-454-001-235	Expenditure		208	1	
				Vehicle Maintenance					
21-01559	6	parks - turbocharger actuator	1,474.20	01-454-001-235	Expenditure		209	1	
				Vehicle Maintenance					
21-01559	7	credit-speed sensor,oil drain	168.77	01-454-001-235	Expenditure		210	1	
				Vehicle Maintenance					
21-01559	8	credit - exhaust pipe	721.26	01-454-001-235	Expenditure		211	1	
				Vehicle Maintenance					
21-01559	9	parks - clamp	40.89	01-454-001-235	Expenditure		212	1	
				Vehicle Maintenance					
			<u>6,988.34</u>						
52641	12/20/21	GOVER010 GFOA - PA RECORD OFFICE					2538		
21-01506	1	dues	75.00	01-401-000-420	Expenditure		104	1	
				Dues/Subscriptions/Mem					
52642	12/20/21	GREAT010 GREAT VALLEY LOCKSHOP					2538		
21-01508	1	milford - trim repair	436.53	01-409-004-250	Expenditure		107	1	
				Maintenance & repairs					

December 17, 2021
01:43 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 8

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
52643	12/20/21	HELPNOW HELP-NOW, LLC					2538		
21-01511	1	november monthly services	2,855.63	01-407-000-450 Contracted Services	Expenditure		115	1	
21-01511	2	pw - data closet cleanup	1,510.00	01-407-000-450 Contracted Services	Expenditure		116	1	
21-01511	3	twp - service tickets	95.00	01-407-000-450 Contracted Services	Expenditure		117	1	
21-01511	4	december monthly services	2,855.63	01-407-000-450 Contracted Services	Expenditure		118	1	
21-01511	5	twp - service tickets	412.50	01-407-000-450 Contracted Services	Expenditure		119	1	
			<u>7,728.76</u>						
52644	12/20/21	JAMIMART JAMI MARTIN					2538		
21-01520	1	covid test reimbursement	49.00	01-410-000-450 Contracted Services	Expenditure		131	1	
52645	12/20/21	KEENC010 KEEN COMPRESSED GAS COMPANY					2538		
21-01513	1	pw - cylinder rental	22.43	01-438-000-450 Contracted Services	Expenditure		121	1	
21-01513	2	pw - cylinder rental	21.90	01-438-000-450 Contracted Services	Expenditure		122	1	
21-01513	3	pw - cylinder rental	91.98	01-438-000-450 Contracted Services	Expenditure		123	1	
			<u>136.31</u>						
52646	12/20/21	KIMBALLW KIMBALL MIDWEST					2538		
21-01512	1	pw - parkrimps, hose ends	701.67	01-438-000-200 Supplies	Expenditure		120	1	
52647	12/20/21	LEVEN010 LEVENGOOD SEPTIC SERVICE					2538		
21-01516	1	hp - pumped holding tank	256.50	01-454-002-450 Contracted Services	Expenditure		127	1	
52648	12/20/21	LINESYST TELESYSTEM					2538		
21-01548	1	pw	251.94	01-409-001-320 Telephone	Expenditure		188	1	
21-01548	2	twp	877.76	01-409-003-320 Telephone	Expenditure		189	1	
21-01548	3	milford	22.12	01-409-004-320 Telephone	Expenditure		190	1	
21-01548	4	pw	251.94	01-409-001-320 Telephone	Expenditure		191	1	
21-01548	5	twp	897.40	01-409-003-320 Telephone	Expenditure		192	1	
21-01548	6	milford	22.12	01-409-004-320 Telephone	Expenditure		193	1	
			<u>2,323.28</u>						
52649	12/20/21	LLOYD020 RHYS LLOYD					2538		
21-01515	1	boot reimbursement	96.83	01-413-000-200 Supplies	Expenditure		126	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
PO #	Item	Description							
52650	12/20/21	LUDWI060 LUDWIG'S CORNER SUPPLY CO.					2538		
21-01514	1	pw - screws	3.04	01-438-000-200 Supplies	Expenditure		124	1	
21-01514	2	twp - tree stake, mulch	19.97	01-409-003-200 Supplies	Expenditure		125	1	
			<u>23.01</u>						
52651	12/20/21	MARKH010 MARK HAGERTY					2538		
21-01521	1	greenrdige/toll	263.50	01-414-003-301 Court Reporter Reimb	Expenditure		132	1	
21-01521	2	greenridge/toll	62.50	01-414-001-301 Court Reporter	Expenditure		133	1	
21-01521	3	lb partners/gunthers	260.50	01-414-003-301 Court Reporter Reimb	Expenditure		134	1	
21-01521	4	lb partners/gunthers	62.50	01-414-001-301 Court Reporter	Expenditure		135	1	
21-01521	5	alpha phylte	62.50	01-414-001-301 Court Reporter	Expenditure		136	1	
21-01521	6	alpha phylte	384.50	01-414-003-301 Court Reporter Reimb	Expenditure		137	1	
			<u>1,096.00</u>						
52652	12/20/21	MARSH020 MARSH CREEK SIGNS					2538		
21-01519	1	pd - plaque	105.00	01-409-003-200 Supplies	Expenditure		130	1	
52653	12/20/21	MCGOV020 MCGOVERN ENVIRONMENTAL, LLC					2538		
21-01522	1	upland - service	100.00	01-454-005-450 Contracted Services	Expenditure		138	1	
52654	12/20/21	MCKENNA MCKENNA SNYDER, LLC					2538		
21-01518	1	struble - november services	930.37	01-404-000-310 Reimbursable Legal Fees	Expenditure		129	1	
52655	12/20/21	MCMAH010 MCMAHON ASSOCIATES, INC.					2538		
21-01523	1	260 moore road review	195.00	01-408-000-310 Reimbursable Engineer	Expenditure		139	1	
52656	12/20/21	MCTREEFA MARSH CREEK TREE FARM					2538		
21-01517	1	tree for 2021 tree lighting	245.00	01-454-001-202 Community Day	Expenditure		128	1	
52657	12/20/21	NAPA0010 NAPA AUTO PARTS					2538		
21-01524	1	pd - lamp	42.60	01-410-000-235 Vehicle Maintenance	Expenditure		140	1	
21-01524	2	pw - socket	16.57	01-438-000-260 Small Tools & Equipment	Expenditure		141	1	
21-01524	3	pw - lighting	311.94	01-409-001-250 Maint & Repair	Expenditure		142	1	
21-01524	4	pd - bal bead	47.12	01-410-000-235 Vehicle Maintenance	Expenditure		143	1	
21-01524	5	parks - oil filter	53.16	01-454-001-200 Supplies	Expenditure		144	1	

December 17, 2021
01:43 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 10

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
52657	NAPA AUTO PARTS	Continued							
21-01524	6	parks - strap, clamp	7.76	01-454-001-200 Supplies	Expenditure		145	1	
21-01524	7	parks - oil	175.84	01-454-001-200 Supplies	Expenditure		146	1	
21-01524	8	parks - connect	10.64	01-454-001-200 Supplies	Expenditure		147	1	
21-01524	9	parks - filters	61.62	01-454-001-200 Supplies	Expenditure		148	1	
			<u>727.25</u>						
52658	12/20/21	NEWHO010 NEW HOLLAND AUTO GROUP							2538
21-01526	1	pd - rearview mirror	209.31	01-410-000-235 Vehicle Maintenance	Expenditure		150	1	
52659	12/20/21	NJSTASSO NJ STATE ASSOC CHIEFS OF POLIC							2538
21-01525	1	PD - c & l academy (jones)	1,200.00	01-410-000-316 Training/Seminar	Expenditure		149	1	
52660	12/20/21	NORMGLAS NORMAN T. GLASS "RESTORATIONS"							2538
21-01527	1	upland - flooring repairs	1,000.00	01-454-005-450 Contracted Services	Expenditure		151	1	
52661	12/20/21	NOVUS NOVUS MAINTENANCE, LLC							2538
21-01528	1	twp - september services	1,702.95	01-409-003-450 Contracted Services	Expenditure		152	1	
21-01528	2	twp - october services	1,600.00	01-409-003-450 Contracted Services	Expenditure		153	1	
21-01528	3	twp - november services	550.00	01-409-003-450 Contracted Services	Expenditure		154	1	
			<u>3,852.95</u>						
52662	12/20/21	PECO PECO ENERGY COMPANY							2538
21-01561	1	park rd trail-pole relocation	320,000.00	01-400-000-463 Misc expenses	Expenditure		215	1	
52663	12/20/21	PECO00010 PECO							2538
21-01531	1	upland	366.32	01-454-005-360 Utilities	Expenditure		157	1	
21-01531	2	twp	1,131.68	01-409-003-360 Utilities	Expenditure		158	1	
21-01531	3	twp	95.10	01-409-003-360 Utilities	Expenditure		159	1	
21-01531	4	ff	1,266.61	01-454-003-360 Utilities	Expenditure		160	1	
21-01531	5	ff	103.12	01-454-003-360 Utilities	Expenditure		161	1	
21-01531	6	pw	465.02	01-409-001-360 Utilities	Expenditure		162	1	
21-01531	7	twp	444.23	01-409-003-360 Utilities	Expenditure		163	1	
21-01531	8	milford	41.84	01-409-004-360 Utilities	Expenditure		164	1	

December 17, 2021
01:43 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 11

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
52663	PECO	Continued							
21-01531	9	hp	82.02	01-454-002-360	Expenditure		165	1	
			<u>3,995.94</u>	Utilities					
52664	12/20/21	PICKE020 PICKERING VALLEY LANDSCAPE, IN					2538		
21-01530	1	remove,replace & install trees	7,500.00	01-409-003-450	Expenditure		156	1	
				Contracted Services					
52665	12/20/21	PSATS030 PSATS-CDL PROGRAM					2538		
21-01532	1	pw-drug dots for new employees	120.00	01-438-000-450	Expenditure		166	1	
				Contracted Services					
52666	12/20/21	PURCHPOW PURCHASE POWER (PITNEY BOWES)					2538		
21-01529	1	postage refill	115.00	01-401-000-215	Expenditure		155	1	
				Postage					
52667	12/20/21	REAGE010 REAGENT PRINT & IMAGING					2538		
21-01533	1	copies for right to know	54.00	01-401-000-200	Expenditure		167	1	
				Supplies					
52668	12/20/21	ROBLITTL ROBERT E. LITTLE, INC.					2538		
21-01534	1	parks - brake pad	201.88	01-454-001-200	Expenditure		168	1	
				Supplies					
21-01534	2	parks - handle housing	43.99	01-454-001-200	Expenditure		169	1	
			<u>245.87</u>	Supplies					
52669	12/20/21	ROHRERSE ROHRER SEEDS					2538		
21-01536	1	upland - grass & lawn mix	467.00	01-454-005-200	Expenditure		171	1	
				Supplies					
52670	12/20/21	SERVI010 SERVICE TIRE TRUCK CENTER					2538		
21-01542	1	6 tires	1,617.10	01-454-001-235	Expenditure		180	1	
				Vehicle Maintenance					
52671	12/20/21	SIANALAW SIANA LAW, LLP					2538		
21-01537	1	november services	1,972.50	01-414-001-315	Expenditure		172	1	
				Legal Fees					
52672	12/20/21	SIGNASEN SIGNAL SENSE					2538		
21-01538	1	battery backup system	15,400.00	01-434-000-450	Expenditure		173	1	
				Contracted Services					
52673	12/20/21	SNAPON01 SNAP-ON TOOLS					2538		
21-01541	1	pw - socket, wrenches	558.25	01-438-000-260	Expenditure		179	1	
				Small Tools & Equipment					
52674	12/20/21	STAPLADV STAPLES BUSINESS CREDIT					2538		
21-01543	1	twp - kitchen/office supplies	347.84	01-401-000-200	Expenditure		181	1	
				Supplies					

December 17, 2021
01:43 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 12

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
52674	21-01543	STAPLES BUSINESS CREDIT 2 pw - kitchen/office supplies	336.53	01-438-000-200 Supplies	Expenditure		182	1	
			<u>684.37</u>						
52675	12/20/21 21-01544	STAPLCRP STAPLES CREDIT PLAN 1 pd - office supplies	485.49	01-410-000-200 Supplies	Expenditure		183	1	2538
52676	12/20/21 21-01539	STYER010 STYER PROPANE 1 pw	271.60	01-409-001-231 Propane & heating - PW bldg	Expenditure		174	1	2538
	21-01539	2 milford	293.79	01-409-004-231 Propane	Expenditure		175	1	
	21-01539	3 pw	566.78	01-409-001-231 Propane & heating - PW bldg	Expenditure		176	1	
	21-01539	4 hp	230.87	01-454-002-231 Propane	Expenditure		177	1	
			<u>1,363.04</u>						
52677	12/20/21 21-01540	SWEETWAT SWEETWATER NATURAL PRODUCTS LL 1 upland - mulch	27.00	01-454-005-200 Supplies	Expenditure		178	1	2538
52678	12/20/21 21-01545	TAYLORL TAYLOR, LYNDASAY 1 reimbursement for covid test	25.43	01-410-000-200 Supplies	Expenditure		184	1	2538
52679	12/20/21 21-01546	TIFCO TIFCO INDUSTRIES 1 pw - industrial chemical	151.20	01-438-000-200 Supplies	Expenditure		185	1	2538
	21-01546	2 pw - industrial chemical, cloth	97.81	01-438-000-200 Supplies	Expenditure		186	1	
			<u>249.01</u>						
52680	12/20/21 21-01547	TONYSCH TONY SCHEIVERT 1 cell phone reimbursement	200.00	01-400-000-320 Telephone	Expenditure		187	1	2538
52681	12/20/21 21-01549	TRAISR TRAISR BY MCMAHON 1 october services	3,278.40	01-407-000-220 Software	Expenditure		194	1	2538
52682	12/20/21 21-01550	TRIAD010 TRIAD TRUCK EQUIPMENT, INC. 1 parks - solenoid & switch	78.00	01-454-001-200 Supplies	Expenditure		195	1	2538
	21-01550	2 pw - circuit breaker	12.00	01-438-000-200 Supplies	Expenditure		196	1	
			<u>90.00</u>						
52683	12/20/21 21-01552	VERIZ010 VERIZON 1 milford	284.87	01-409-004-320 Telephone	Expenditure		197	1	2538

December 17, 2021
01:43 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 13

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
52684	12/20/21	VERIZFIO VERIZON					2538
21-01553	1	ff	124.99	01-454-003-320 Telephone	Expenditure		198 1
52685	12/20/21	VERIZOSP VERIZON - SPECIAL PROJECTS					2538
21-01555	1	december conduit occupancy	217.14	01-434-000-450 Contracted Services	Expenditure		200 1
52686	12/20/21	VILLA010 MEDCENTER 100					2538
21-01554	1	physicals for new employees	92.00	01-438-000-450 Contracted Services	Expenditure		199 1
52687	12/20/21	WIGGISHR WIGGINS SHREDDING					2538
21-01556	1	shred bins	95.00	01-410-000-200 Supplies	Expenditure		201 1
52688	12/20/21	WOLFI010 WOLFINGTON BODY COMPANY, INC.					2538
21-01557	1	parks - gasket	22.20	01-454-001-200 Supplies	Expenditure		202 1
52689	12/20/21	ZEPSA020 ACUITY SPECIALTY PRODUCTS, INC					2538
21-01558	1	pw - cleaning supplies	1,358.13	01-438-000-200 Supplies	Expenditure		203 1
<hr/>							
Report Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		
	Checks:	90	0	578,975.30	0.00		
	Direct Deposit:	0	0	0.00	0.00		
	Total:	90	0	578,975.30	0.00		

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
General Fund	1-01	578,975.30	0.00	0.00	578,975.30
Total of All Funds:		578,975.30	0.00	0.00	578,975.30

December 17, 2021
01:20 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids: 1011 to 1015
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
1011	12/23/21	AQUAP010 AQUA PA	6,646.02	2533
1012	12/10/21	BANKAMER BANK OF AMERICA	3,721.06	2534
1013	12/17/21	LOWES020 LOWES BUSINESS ACCOUNT	417.64	2535
1014	12/13/21	STANDINS STANDARD INSURANCE COMPANY	2,964.33	2536
1015	12/05/21	WEXBANK WEX BANK	6,410.90	2537

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	20,159.95	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>5</u>	<u>0</u>	<u>20,159.95</u>	<u>0.00</u>

December 17, 2021
01:20 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids: 1011 to 1015
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
1011	12/23/21	AQUAP010 AQUA PA					2533
21-01584	1	217 hydrants	5,611.62	01-411-000-451	Expenditure		1 1
				Hydrant expenses-Aqua			
21-01584	2	40 hydrants	1,034.40	01-411-000-451	Expenditure		2 1
				Hydrant expenses-Aqua			
			<u>6,646.02</u>				
1012	12/10/21	BANKAMER BANK OF AMERICA					2534
21-01585	1	pd - amazon prime	13.77	01-410-000-420	Expenditure		1 1
				Dues/Subscription/Memb			
21-01585	2	pd - courtyard getysburg	213.12	01-410-000-316	Expenditure		2 1
				Training/Seminar			
21-01585	3	empc - amazon	44.47	01-415-000-200	Expenditure		3 1
				Supplies			
21-01585	4	pd - galls	57.18	01-410-000-260	Expenditure		4 1
				Small Tools & Equipment			
21-01585	5	microsoft	208.00	01-407-000-220	Expenditure		5 1
				Software			
21-01585	6	microsoft	580.00	01-407-000-220	Expenditure		6 1
				Software			
21-01585	7	adobe	15.89	01-407-000-220	Expenditure		7 1
				Software			
21-01585	8	nli sharefile	179.85	01-407-000-220	Expenditure		8 1
				Software			
21-01585	9	ezpass renew	140.00	01-401-000-317	Expenditure		9 1
				Parking/Travel			
21-01585	10	pw - target	59.13	01-438-000-200	Expenditure		10 1
				Supplies			
21-01585	11	pw - amazon	64.49	01-438-000-200	Expenditure		11 1
				Supplies			
21-01585	12	pw - highland tank	227.00	01-409-001-200	Expenditure		12 1
				Township properties - supplies			
21-01585	13	parks & rec - amazon	129.44	01-454-001-201	Expenditure		13 1
				Park & Rec Special Events			
21-01585	14	hc - storage center	1,221.00	01-459-000-200	Expenditure		14 1
				Supplies			
21-01585	15	pr - produce junction	37.00	01-454-001-201	Expenditure		15 1
				Park & Rec Special Events			
21-01585	16	pr - walmart	39.42	01-454-001-201	Expenditure		16 1
				Park & Rec Special Events			
21-01585	17	twp - hershey lodge	183.15	01-400-000-460	Expenditure		17 1
				Meeting & Conferences			
21-01585	18	twp - hershey lodge	183.15	01-400-000-460	Expenditure		18 1
				Meeting & Conferences			
21-01585	19	twp - psats	125.00	01-400-000-460	Expenditure		19 1
				Meeting & Conferences			
			<u>3,721.06</u>				

December 17, 2021
01:20 PM

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 Num	Ref Seq	Acct
PO #	Item	Description							
1013	12/17/21	LOWES020 LOWES BUSINESS ACCOUNT					2535		
21-01586	1	parks	125.98	01-454-001-200 Supplies	Expenditure		1	1	
21-01586	2	pw shop	28.96	01-409-001-250 Maint & Repair	Expenditure		2	1	
21-01586	3	pw shop	38.97	01-409-001-250 Maint & Repair	Expenditure		3	1	
21-01586	4	hp	44.24	01-454-002-200 Supplies-Hickory	Expenditure		4	1	
21-01586	5	upland	179.49	01-454-005-200 Supplies	Expenditure		5	1	
			<u>417.64</u>						
1014	12/13/21	STANDINS STANDARD INSURANCE COMPANY					2536		
21-01587	1	admin	524.12	01-401-000-156 Employee Benefit Expens	Expenditure		1	1	
21-01587	2	pd	1,447.96	01-410-000-156 Employee Benefit Expense	Expenditure		2	1	
21-01587	3	codes	258.32	01-413-000-156 Employee Benefit Expens	Expenditure		3	1	
21-01587	4	pw	523.06	01-438-000-156 Employee Benefit Expense	Expenditure		4	1	
21-01587	5	pw - facilities	210.87	01-438-001-156 Employee Benefit Expense	Expenditure		5	1	
			<u>2,964.33</u>						
1015	12/05/21	WEXBANK WEX BANK					2537		
21-01588	1	admin	135.84	01-401-000-230 Gasoline & Oil	Expenditure		1	1	
21-01588	2	pd	4,013.68	01-410-000-230 Gasoline & Oil	Expenditure		2	1	
21-01588	3	codes	280.17	01-413-000-230 Gasoline & Oil	Expenditure		3	1	
21-01588	4	pw	958.72	01-438-000-230 Gasoline & Oil	Expenditure		4	1	
21-01588	5	pw - facilities	1,022.49	01-438-001-230 Gasoline & Oil - Facilities	Expenditure		5	1	
			<u>6,410.90</u>						

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	20,159.95	0.00
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	<u>5</u>	<u>0</u>	<u>20,159.95</u>	<u>0.00</u>

December 17, 2021
11:52 AM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: PAYROLL EFTS to PAYROLL EFTS Range of Check Ids: 786 to 786
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
786	12/15/21	AFLAC010 AFLAC	1,170.36		2532
Report Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	1,170.36	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	1,170.36	0.00

December 17, 2021
01:34 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: SOLID WASTE to SOLID WASTE Range of Check Ids: 10509 to 10512
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
10509	12/20/21	AJBLO010 A.J. BLOENSKI	15,859.56		2540
10510	12/20/21	CCSWA010 CCSWA	36,575.03		2540
10511	12/20/21	TREAS010 TREASURER OF CHESTER COUNTY	1,356.61		2540
10512	12/20/21	WMCORP WM CORPORATE SERVICES, INC	36,740.92		2540

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	4	0	90,532.12	0.00
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	<u>4</u>	<u>0</u>	<u>90,532.12</u>	<u>0.00</u>

December 17, 2021
01:33 PM

Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 12/20/21 Checking Account: SOLID WASTE 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				
<hr/>									
12/20/21 AJBL0010 A.J. BLOENSKI									
21-01563	12/20/21	1 december collection	15,859.56	P.O. BOX 392	05-427-000-460	Expenditure	Aprv	2	1
				Contracted Services - Recycling					
			<hr/> 15,859.56						
12/20/21 CCSWA010 CCSWA									
21-01564	12/20/21	1 10/23-10/29	4,809.98	P. O. BOX 476	05-427-000-700	Expenditure	Aprv	3	1
				Tipping Fees					
21-01564	12/20/21	2 11/8-11/15	8,642.81	05-427-000-700	05-427-000-700	Expenditure	Aprv	4	1
				Tipping Fees					
21-01564	12/20/21	3 11/16-11/22	5,872.93	05-427-000-700	05-427-000-700	Expenditure	Aprv	5	1
				Tipping Fees					
21-01564	12/20/21	4 11/23-11/30	7,749.95	05-427-000-700	05-427-000-700	Expenditure	Aprv	6	1
				Tipping Fees					
21-01564	12/20/21	5 12/1-12/7	4,487.18	05-427-000-700	05-427-000-700	Expenditure	Aprv	7	1
				Tipping Fees					
21-01564	12/20/21	6 12/8-12/14	5,012.18	05-427-000-700	05-427-000-700	Expenditure	Aprv	8	1
				Tipping Fees					
			<hr/> 36,575.03						
12/20/21 TREAS010 TREASURER OF CHESTER COUNTY									
21-01562	12/20/21	1 8/28 & 10/9 events	1,356.61	05-427-000-800	05-427-000-800	Expenditure	Aprv	1	1
				Recycling Disposal					
			<hr/> 1,356.61						
12/20/21 WMCORP WM CORPORATE SERVICES, INC									
21-01565	12/20/21	1 november collection	36,652.42	AS PAYMENT AGENT	05-427-000-450	Expenditure	Aprv	9	1
				Contracted Services					
21-01565	12/20/21	2 contamination incident	88.50	05-427-000-450	05-427-000-450	Expenditure	Aprv	10	1
				Contracted Services					
			<hr/> 36,740.92						

	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
checks:	4	10	90,532.12

There are NO errors or warnings in this listing.

December 17, 2021
01:32 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: LIQUID FUELS to LIQUID FUELS Range of Check Ids: 665 to 670
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
665	12/20/21	BAIRD010 BAIRD & RUDOLPH TIRE COMPANY,	218.00		2539
666	12/20/21	EASTE040 EASTERN SALT COMPANY, INC.	24,288.81		2539
667	12/20/21	GLSAYRE G. L. SAYRE	3,473.66		2539
668	12/20/21	INTER010 INTERCON TRUCK EQUIPMENT	1,871.76		2539
669	12/20/21	NAPA0010 NAPA AUTO PARTS	1,278.03		2539
670	12/20/21	USMUN020 US MUNICIPAL SUPPLY CO.	417.15		2539

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	6	0	31,547.41	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	6	0	31,547.41	0.00

December 17, 2021
01:31 PM

Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 12/20/21 Checking Account: LIQUID FUELS 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					
21-01574	12/20/21	BAIRD010 BAIRD & RUDOLPH TIRE COMPANY, 1 tires	218.00	176 PLANE BROOK ROAD	04-432-000-239	Expenditure	Aprv	11	1
			218.00	Snow & Ice Supplies					
21-01570	12/20/21	EASTE040 EASTERN SALT COMPANY, INC. 1 road salt	6,130.09	134 MIDDLE STREET	04-432-000-239	Expenditure	Aprv	4	1
21-01570	12/20/21	2 road salt	6,197.82	Snow & Ice Supplies	04-432-000-239	Expenditure	Aprv	5	1
21-01570	12/20/21	3 road salt	10,482.56	Snow & Ice Supplies	04-432-000-239	Expenditure	Aprv	6	1
21-01570	12/20/21	4 road salt	1,478.34	Snow & Ice Supplies	04-432-000-239	Expenditure	Aprv	7	1
			24,288.81	Snow & Ice Supplies					
21-01573	12/20/21	GLSAYRE G. L. SAYRE 1 truck parts; exhaust, gasket	3,473.66	120 INDUSTRIAL WAY	04-432-000-239	Expenditure	Aprv	10	1
			3,473.66	Snow & Ice Supplies					
21-01571	12/20/21	INTER010 INTERCON TRUCK EQUIPMENT 1 headlight kit	1,871.76	142A CONCHESTER HWY	04-432-000-239	Expenditure	Aprv	8	1
			1,871.76	Snow & Ice Supplies					
21-01569	12/20/21	NAPA0010 NAPA AUTO PARTS 1 hub unit	1,009.28	PO BOX 414988	04-432-000-250	Expenditure	Aprv	1	1
21-01569	12/20/21	2 truck parts	88.75	Vehicle Maintenance & Repair	04-432-000-250	Expenditure	Aprv	2	1
21-01569	12/20/21	3 truck parts	180.00	Vehicle Maintenance & Repair	04-432-000-250	Expenditure	Aprv	3	1
			1,278.03	Vehicle Maintenance & Repair					
21-01572	12/20/21	USMUN020 US MUNICIPAL SUPPLY CO. 1 motor	417.15	P.O. BOX 574	04-432-000-239	Expenditure	Aprv	9	1
			417.15	Snow & Ice Supplies					

Checks:	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
	6	11	31,547.41

There are NO errors or warnings in this listing.

December 17, 2021
01:31 PM

Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 2

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
Liquid Fuels Fund	1-04	31,547.41	0.00	0.00	31,547.41
Total of All Funds:		<u>31,547.41</u>	<u>0.00</u>	<u>0.00</u>	<u>31,547.41</u>

December 17, 2021
01:45 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: STORM WATER MGT to STORM WATER MGT Range of Check Ids: 1348 to 1351
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
1348	11/12/21	LOWES020 LOWES BUSINESS ACCOUNT	168.58	11/30/21	2525
1349	12/20/21	GILMO020 GILMORE & ASSOCIATES, INC	2,723.34		2541
1350	12/20/21	MAINL010 MAIN LINE CONCRETE & SUPPLY IN	339.00		2541
1351	12/20/21	TMASSOC T & M ASSOCIATES	1,257.16		2541

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	4	0	4,488.08	0.00
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	<u>4</u>	<u>0</u>	<u>4,488.08</u>	<u>0.00</u>

December 17, 2021
01:45 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: STORM WATER MGT to STORM WATER MGT Range of Check Ids: 1348 to 1351
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
1348	11/12/21	LOWES020 LOWES BUSINESS ACCOUNT					11/30/21	2525
21-01443	1	stormwater - stud/concrete	168.58	08-446-000-200	Expenditure			1 1
				Supplies				
1349	12/20/21	GILMO020 GILMORE & ASSOCIATES, INC						2541
21-01567	1	november services	2,723.34	08-420-000-035	Expenditure			2 1
				Permits				
1350	12/20/21	MAINL010 MAIN LINE CONCRETE & SUPPLY IN						2541
21-01566	1	concrete	339.00	08-446-000-200	Expenditure			1 1
				Supplies				
1351	12/20/21	TMASSOC T & M ASSOCIATES						2541
21-01568	1	marsh creek watershed	1,257.16	08-446-000-450	Expenditure			3 1
				Contracted services				

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	4	0	4,488.08	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	4	0	4,488.08	0.00

December 17, 2021
01:36 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: CAPITAL to CAPITAL Range of Check Ids: 1952 to 1959
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
1952	12/20/21	ANCHORFI ANCHOR FIRE PROTECTION, INC	8,638.92		2542
1953	12/20/21	BOYLECO BOYLE CONSTRUCTION	39,766.66		2542
1954	12/20/21	ELECTRIT ELECTRI-TECH	37,531.76		2542
1955	12/20/21	FIDELITY FIDELITY CONTRACTING LLC	56,050.00		2542
1956	12/20/21	HILLISCA HILLIS-CARNES ENGINEERING	1,752.50		2542
1957	12/20/21	STRUCDES STRUCTURAL DESIGN ASSOCIATES	520.00		2542
1958	12/20/21	UHRIG UHRIG CONSTRUCTION, INC	109,567.19		2542
1959	12/20/21	WCMECHAN WEST CHESTER MECHANICAL	21,007.71		2542

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	8	0	274,834.74	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	8	0	274,834.74	0.00

December 17, 2021
01:36 PM

Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 12/20/21 Checking Account: CAPITAL 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					
21-01581	12/20/21	ANCHORFI ANCHOR FIRE PROTECTION, INC		PO BOX 63					
	12/20/21	1 capital - upland	8,638.92	30-454-004-600	Expenditure	Aprv	10	1	
				Capital Construction - Upland					
			8,638.92						
21-01575	12/20/21	BOYLECO BOYLE CONSTRUCTION		1209 HAUSMAN ROAD					
	12/20/21	1 october services	19,883.33	30-454-004-600	Expenditure	Aprv	1	1	
				Capital Construction - Upland					
21-01575	12/20/21	2 november services	19,883.33	30-454-004-600	Expenditure	Aprv	2	1	
				Capital Construction - Upland					
			39,766.66						
21-01580	12/20/21	ELECTRIT ELECTRI-TECH		1334 MAYS LANDING ROAD					
	12/20/21	1 upland - pay app #6	37,531.76	30-454-004-600	Expenditure	Aprv	9	1	
				Capital Construction - Upland					
			37,531.76						
21-01582	12/20/21	FIDELITY FIDELITY CONTRACTING LLC		789 N. MANOR ROAD					
	12/20/21	1 pay app #3	56,050.00	30-454-004-600	Expenditure	Aprv	11	1	
				Capital Construction - Upland					
			56,050.00						
21-01576	12/20/21	HILLISCA HILLIS-CARNES ENGINEERING		10975 Guilford Road					
	12/20/21	1 july services	607.50	30-454-004-600	Expenditure	Aprv	3	1	
				Capital Construction - Upland					
21-01576	12/20/21	2 november services	1,145.00	30-454-004-600	Expenditure	Aprv	4	1	
				Capital Construction - Upland					
			1,752.50						
21-01577	12/20/21	STRUCDES STRUCTURAL DESIGN ASSOCIATES		533 W UWCHLAN AVE					
	12/20/21	1 site vist	520.00	30-454-004-600	Expenditure	Aprv	5	1	
				Capital Construction - Upland					
			520.00						
21-01578	12/20/21	UHRIG UHRIG CONSTRUCTION, INC		1700 N 5TH STREET					
	12/20/21	1 upland - pay app # 7	109,567.19	30-454-004-600	Expenditure	Aprv	6	1	
				Capital Construction - Upland					
			109,567.19						
21-01579	12/20/21	WCMECHAN WEST CHESTER MECHANICAL		20 MCDONALD BLVD					
	12/20/21	1 upland - pay app #6 - plumbing	16,726.50	30-454-004-600	Expenditure	Aprv	7	1	
				Capital Construction - Upland					
21-01579	12/20/21	2 upland - pay app #4- hvac	4,281.21	30-454-004-600	Expenditure	Aprv	8	1	
				Capital Construction - Upland					
			21,007.71						

Checks:	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
	8	11	274,834.74

December 17, 2021
01:37 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: DEV ESCROW to DEV ESCROW Range of Check Ids: 586 to 591
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
586	12/20/21	ARROC010 ARRO CONSULTING, INC.	13,082.08	2543
587	12/20/21	BRANDWIN BRANDYWINE CONSERVANCY	1,000.00	2543
588	12/20/21	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	1,652.00	2543
589	12/20/21	CHRISFRA FRANTZ, CHRISTOPHER	1,677.00	2543
590	12/20/21	GILMO020 GILMORE & ASSOCIATES, INC	28,084.27	2543
591	12/20/21	MCMAH010 MCMAHON ASSOCIATES, INC.	1,237.50	2543

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	6	0	46,732.85	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	6	0	46,732.85	0.00

December 17, 2021
01:37 PM

Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 12/20/21 Checking Account: DEV ESCROW 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				
12/20/21 ARROC010 ARRO CONSULTING, INC.									
21-01465	12/20/21	1 Enclave	393.95	108 WEST AIRPORT ROAD	248-038	Project	Aprv	3	1
21-01465	12/20/21	2 McKee Preserve	6,263.73	ENCLAVE at CHESTER SPRINGS	248-035	Project	Aprv	4	1
21-01465	12/20/21	3 Jankowski	438.75	THE PRESERVE @ MARSH CREEK	248-033	Project	Aprv	5	1
21-01465	12/20/21	4 Crossings	235.50	Chester Springs Crossing	248-033	Project	Aprv	6	1
21-01465	12/20/21	5 Enclave	802.00	Chester Springs Crossing	248-038	Project	Aprv	7	1
21-01465	12/20/21	6 Preserve	4,948.15	ENCLAVE at CHESTER SPRINGS	248-035	Project	Aprv	8	1
			13,082.08	THE PRESERVE @ MARSH CREEK	SEW				
12/20/21 BRANDWIN BRANDYWINE CONSERVANCY									
21-01468	12/20/21	1 Marsh Lea	500.00	248-012	Project	Aprv	18	1	
21-01468	12/20/21	2 nclave	500.00	Marsh Lea	248-1-038	Project	Aprv	19	1
			1,000.00	ENCLAVE at CHESTER SPRINGS	sit				
12/20/21 BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI									
21-01467	12/20/21	1 Enclave	17.00	118 W. MARKET STREET	248-038	Project	Aprv	12	1
21-01467	12/20/21	2 McKee preserve	205.00	ENCLAVE at CHESTER SPRINGS	248-1-035	Project	Aprv	13	1
21-01467	12/20/21	3 Moser Marsh Lea	246.00	THE PRESERVE @ MARSH CREEK	248-012	Project	Aprv	14	1
21-01467	12/20/21	4 Moser Marsh Lea	262.00	Marsh Lea	248-012	Project	Aprv	15	1
21-01467	12/20/21	5 Preserve Marsh Creek	902.00	Marsh Lea	248-1-035	Project	Aprv	16	1
21-01467	12/20/21	6 Profound Tech	20.00	THE PRESERVE @ MARSH CREEK	248-030	Project	Aprv	17	1
			1,652.00	PROFOUND TECHNOLOGIES					
12/20/21 CHRISFRA FRANTZ, CHRISTOPHER									
21-01464	12/20/21	1 McKee Preserve	408.50	PO BOX 557	248-1-035	Project	Aprv	1	1
21-01464	12/20/21	2 Escrow Preserve	1,268.50	THE PRESERVE @ MARSH CREEK	248-035	Project	Aprv	2	1
			1,677.00	THE PRESERVE @ MARSH CREEK	SEW				
12/20/21 GILMO020 GILMORE & ASSOCIATES, INC									
21-01469	12/20/21	1 Windsor Baptist	642.20	65 E. BULTER AVENUE, SUITE 100	248-031	Project	Aprv	20	1
21-01469	12/20/21	2 Profound Tech	380.38	WINDSOR BAPTIST CHURCH	248-030	Project	Aprv	21	1
				PROFOUND TECHNOLOGIES					

December 17, 2021
01:37 PM

Upper Uwchlan Township
Check Payment Batch Verification Listing

Page No: 2

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
21-01469	12/20/21	3 Preserve	8,182.22	248-1-035 THE PRESERVE @ MARSH CREEK CON	Project	Aprv	22	1
21-01469	12/20/21	4 Crossings	1,863.80	248-033 Chester Springs Crossing	Project	Aprv	23	1
21-01469	12/20/21	5 Eagleview 1C	1,619.78	248-025 Eagleview Lot 1C	Project	Aprv	24	1
21-01469	12/20/21	6 Marsh Lea	490.00	248-012 Marsh Lea	Project	Aprv	25	1
21-01469	12/20/21	7 Enclave	1,217.62	248-1-038 ENCLAVE at CHESTER SPRINGS sit	Project	Aprv	26	1
21-01469	12/20/21	8 Byers 6C	105.00	248-017 Vantage Point at Chester Spr	Project	Aprv	27	1
21-01469	12/20/21	9 Enclave	3,614.18	248-1-038 ENCLAVE at CHESTER SPRINGS sit	Project	Aprv	28	1
21-01469	12/20/21	10 Windsor Baptist	65.00	248-031 WINDSOR BAPTIST CHURCH	Project	Aprv	29	1
21-01469	12/20/21	11 Profound Tech	539.13	248-030 PROFOUND TECHNOLOGIES	Project	Aprv	30	1
21-01469	12/20/21	12 Preserve Marsh Creek	5,511.76	248-1-035 THE PRESERVE @ MARSH CREEK CON	Project	Aprv	31	1
21-01469	12/20/21	13 Crossings	1,350.46	248-033 Chester Springs Crossing	Project	Aprv	32	1
21-01469	12/20/21	14 Eagleview Lot C	745.46	248-025 Eagleview Lot 1C	Project	Aprv	33	1
21-01469	12/20/21	15 Enclave	1,161.90	248-1-038 ENCLAVE at CHESTER SPRINGS sit	Project	Aprv	34	1
21-01469	12/20/21	16 Enclave	595.38	248-1-038 ENCLAVE at CHESTER SPRINGS sit	Project	Aprv	35	1
			28,084.27					
12/20/21 MCMAH010 MCMAHON ASSOCIATES, INC.				425 COMMERCE DRIVE				
21-01466	12/20/21	1 McKee Preserve	360.00	248-1-035 THE PRESERVE @ MARSH CREEK CON	Project	Aprv	9	1
21-01466	12/20/21	2 Preserve	195.00	248-1-035 THE PRESERVE @ MARSH CREEK CON	Project	Aprv	10	1
21-01466	12/20/21	3 Enclave	682.50	248-1-038 ENCLAVE at CHESTER SPRINGS sit	Project	Aprv	11	1
			1,237.50					

checks:	<u>Count</u> 6	<u>Line Items</u> 35	<u>Amount</u> 46,732.85
---------	-------------------	-------------------------	----------------------------

There are NO errors or warnings in this listing.

Project Description	Project No.	Project Total
Marsh Lea	248-012	1,498.00
Vantage Point at Chester Spr	248-017	105.00
Eagleview Lot 1C	248-025	2,365.24
PROFOUND TECHNOLOGIES	248-030	939.51
WINDSOR BAPTIST CHURCH	248-031	707.20
Chester Springs Crossing	248-033	3,888.51
THE PRESERVE @ MARSH CREEK SEW	248-035	12,480.38
ENCLAVE at CHESTER SPRINGS sew	248-038	1,212.95
THE PRESERVE @ MARSH CREEK CON	248-1-035	15,764.48
ENCLAVE at CHESTER SPRINGS sit	248-1-038	7,771.58
Total of All Projects:		<u>46,732.85</u>

G/L Posting Summary

Account	Description	Debits	Credits
40-100-000-100	Cash - Fulton Bank	0.00	46,732.85
40-248-000-012	Due to Developers - Marsh Lea	1,498.00	0.00
40-248-000-017	Due to Developer - Vantage Pt Retirement	105.00	0.00
40-248-000-025	Eagleview Lot 1C	2,365.24	0.00
40-248-000-030	PROFOUND TECHNOLOGIES	939.51	0.00
40-248-000-031	WINDSOR BAPTIST CHURCH	707.20	0.00
40-248-000-033	CHESTER SPRINGS CROSSING	3,888.51	0.00
40-248-000-035	THE PRESERVE @ MARSH CREEK SD	12,480.38	0.00
40-248-000-038	ENCLAVE at CHESTER SPRINGS sew	1,212.95	0.00
40-248-001-035	THE PRESERVE @ MARSH CREEK CON	15,764.48	0.00
40-248-001-038	ENCLAVE at CHESTER SPRINGS site	<u>7,771.58</u>	<u>0.00</u>
	Grand Total:	46,732.85	46,732.85



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

TO: BOARD OF SUPERVISORS
FROM: Jill Bukata, Township Treasurer
RE: Status Update
DATE: December 20, 2021

Finance has worked on the following items during the month

- Received and processed 50 trash and 1,931 sewer payments (11/13/2021 – 12/14/2021)
- Preparation of the 2022 Budget:
 - Prepared revisions to the Budget for the December 20, 2021 meeting

Projects and goals

- Review and revise documentation of Finance Dept. procedures

Highlights of the November, 2021 financial statements

- The balance sheet remains strong with cash of OVER **\$12.4 million** - of that amount **approximately \$5.1 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 capital improvements etc.
- Combined revenue and expense status (General Fund & Solid Waste Fund):
 - Percentage through the year 91.7%
 - YTD revenues \$ 10,051,067 122.6%
 - YTD expenses \$ 6,319,264 83.7%
 - YTD transfers out \$ 2,136,447
 - YTD net income \$ 3,731,803 (before transfers)
 - YTD net income (after transfers) \$ 1,595,356
 - Budgeted 2021 net income \$ 655,704 (before transfers)
- Earned income taxes received through **December 15** have exceeded the 2021 Budget. EIT received to date is \$839,898 higher than the 2021 Budget.
- The large increase in revenue is due partly to the ARPA funds of \$618,000 that were received this year and were not expected or budgeted.

Upper Uwchlan Township

Treasurer's Report

Cash Balances As of November 30, 2021

General Fund

Meridian Bank	\$ 6,077,560
Meridian Bank - Payroll	46,406
Meridian Bank - ARPA Funds	619,312
Meridian Bank MMA - restricted	38,998
Meridian Bank-restricted-Meadow Creek	1,002,400
Fulton Bank	132,625
Fulton Bank - Turf Field	192,032
Petty cash	300
Total General Fund	8,109,633

Certificate of Deposit - 4/2/22 277,359

Total General Fund \$ 8,386,991

Solid Waste Fund

Meridian Bank - Solid Waste	181,181
Fulton Bank - Solid Waste	569,088
Total Solid Waste Funds	750,269

Total Solid Waste Fund 750,269

Liquid Fuels Fund

Fulton Bank	886,789
	886,789

Total Liquid Fuels Fund 886,789

Capital Projects Fund

Fulton Bank	738,492
PSDLAF	5,110
Fulton Bank - 2019 Bond Proceeds	-
Fulton Bank - 2019 Bond Proceeds, ICS Sweep	282,613
	1,026,215

Total Capital Projects Fund 1,026,215

Act 209 Impact Fund

Fulton Bank	1,045,382
	1,045,382

Total Act 209 Impact Fund 1,045,382

Water Resource Protection Fund

Fulton Bank	221,259
	221,259

Total Water Resource Protection Fund 221,259

Sewer Fund

PSDLAF	84
Fulton Bank	106,422
	106,506

Total Sewer Fund 106,506

Total - Upper Uwchlan Township	\$ 12,423,410
---------------------------------------	----------------------

Municipal Authority	\$ 6,927,868
----------------------------	---------------------

Developer's Escrow Fund	\$ 145,506
--------------------------------	-------------------

Upper Uwchlan Township
Schedule of Investments

As of November 30, 2021

	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	4/2/2022	2.000%	250,000.00
		26,475.56	Interest accrued			26,475.56
	Accrued interest - YTD	882.95				882.95
		<u>277,358.51</u>				<u>277,358.51</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	83.59	MAX account (MMF)			83.59
	PSDLAF	-	MAX account (MMF)	-	0.02%	-
		<u>83.59</u>				<u>83.59</u>
<u>Capital Fund</u>						
Capital Fund	PSDLAF	1,500,000.00	Collateralized CD Pool		0.100%	1,500,000.00
	Redemptions	(1,535,000.00)				(1,535,000.00)
	MAX account (MMF)	40,109.71	MAX account (MMF)	-	0.02%	40,109.71
		<u>5,109.71</u>				<u>5,109.71</u>
	Fulton Bank - 2019					
	Bond Proceeds	5,598,727.66				5,598,727.66
	Used for projects/interest	(5,316,114.96)				(5,316,114.96)
		<u>282,612.70</u>				<u>282,612.70</u>
Total Capital Fund		<u>287,722.41</u>				<u>287,722.41</u>

Upper Uwchlan Township
 Accounts Receivable
 As of November 30, 2021

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

	Total Amount Due 11/30/2021	Total Amount Due 10/31/2021	Less than 30 days	31 - 60 days	61 - 90 days	Over 90 days	Over 180 days	Total
Barn on Moore Road	3,966.86	3,966.86	3,966.86				-	3,966.86
DSM Biomedical	-	-				-		-
Gunner	-	-						-
Hankin	3,102.50	3,102.50	-	-	3,102.50		-	3,102.50
Pa Turnpike Commission	-	-	-		-	-		-
Montesano	2,774.96	3,774.96				2,774.96	-	2,774.96
Orleans Lennar	-	-					-	-
Struble	1,823.26	1,823.26				1,823.26	-	1,823.26
Toll Brothers	11,992.80	6,087.08	10,910.37	-	1,082.41	-	-	11,992.78
McKee	-	-		-				-
Balance at November 30, 2021	<u>\$ 23,660.38</u>	<u>\$ 18,754.66</u>	<u>\$ 14,877.23</u>	<u>\$ -</u>	<u>\$ 4,184.91</u>	<u>\$ 4,598.22</u>	<u>\$ -</u>	<u>\$ 23,660.36</u>

Upper Uwchlan Township
Accounts Receivable
As of November 30, 2021

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

	Total Amount 11/30/2021	Total Amount 10/31/2021	Less than 30 days	31 - 60	61 - 90	Over 90 days	Over 180 days	Total
Marsh Creek Eagles	2,480.00	2,480.00	-	-	-	2,480.00		2,480.00
	-	-	-					-
	-	-	-					-
Balance at November 30, 2021	<u>\$ 2,480.00</u>	<u>\$ 2,480.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,480.00</u>	<u>\$ -</u>	<u>\$ 2,480.00</u>

Upper Uwchlan Township
General Fund
Balance Sheet
As of November 30, 2021

ASSETS

Cash			
01-100-000-100	General Checking - Fulton Bank	\$	132,624.81
01-100-000-200	Meridian Bank		6,077,559.74
01-100-000-210	Meridian Bank - Payroll		46,406.24
01-100-000-220	Meridian Bank MMA - restricted		38,998.49
01-100-000-230	Meridian Bank - ARPA		619,311.67
01-100-000-250	Fulton Bank - Turf Field		192,031.67
01-100-000-260	Meridian Bank - Meadow Creek Lane		1,002,399.89
01-100-000-300	Petty Cash		300.00
	Total Cash		<u>8,109,632.51</u>

Investments

01-120-000-100	Certificate of Deposit - 4/2/22		277,358.51
			<u>277,358.51</u>

Accounts Receivable

01-145-000-020	Engineering Fees Receivable		14,997.80
01-145-000-021	Engineering Fees Receivable-CU		3,756.86
01-145-000-030	Legal Fees Receivable		4,905.72
01-145-000-040	R/E Taxes Receivable		10,126.28
01-145-000-050	Hydrant Tax Receivable		2,684.59
01-145-000-080	Field Fees Receivables		-
01-145-000-085	Turf Field Receivables		-
01-145-000-086	EIT Receivable		20,165.02
01-145-000-090	RE Transfer Tax Receivable		83,114.57
01-145-000-095	Misc accounts receivable		-
01-145-000-096	Traffic Signals Receivable		-
01-145-000-097	Advertising Fees Reimbursable		-
	Total Accounts Receivable		<u>139,750.84</u>

Other Current Assets

01-130-000-001	Due From Municipal Authority		44,125.65
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		-
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		-
01-131-000-000	Suspense Account		-
	Total Other Current Assets		<u>44,125.65</u>

Prepaid Expense

01-155-000-000	Prepaid expenses		2,486.00
	Total Prepaid Expense		<u>2,486.00</u>

Total Assets	\$	8,573,353.51
---------------------	-----------	---------------------

Upper Uwchlan Township
General Fund
Balance Sheet
As of November 30, 2021

LIABILITIES AND FUND BALANCE

Accounts Payable

01-200-000-000	Accounts Payable	-
01-252-000-001	Deferred Revenues	26,543.50
	Total Accounts Payable	26,543.50

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	299.22
01-212-000-000	Earned Income Tax W/H	4,714.85
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	(988.69)
01-217-000-000	State Tax Withheld	-
01-218-000-000	Police Association Dues	4,840.00
01-219-000-000	LST Tax Withheld	20.00
01-220-000-000	State Unemployment W/H	276.25
01-221-000-000	Benefit Deduction-Aflac	(1,355.96)
01-221-000-100	Benefit Deduction-Aflac After Tax	120.80
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	8,955.60
01-239-000-003	Due To Liquid Fuels	-
01-239-000-004	Due to Act 209 Fund	-
01-239-000-005	Due to Capital Fund	-
01-239-000-006	Due to Solid Waste Fund	-
01-239-000-007	Due to Water Resource Protection Fund	-
01-239-000-008	Due to Developer's Escrow Fund	33.24
01-258-000-000	Accrued Expenses	49,775.81
	Total Other Current Liabilities	66,691.12

Total Liabilities	\$	93,234.62
--------------------------	-----------	------------------

EQUITY

01-272-000-000	Opening Balance Equity	812,921.60
01-272-000-001	Retained Earnings	6,215,462.52
	Current Period Net Income (Loss)	1,451,734.77
	Total Equity	8,480,118.89

Total Fund Balance	\$	8,480,118.89
---------------------------	-----------	---------------------

Total Liabilities & Fund Balance	\$	8,573,353.51
---	-----------	---------------------

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended November 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
01-301-000-010	Current Real Estate Taxes	\$ 1,056,664.72	\$ 1,013,100.00	\$ 43,564.72	104.3%
01-301-000-013	Real Estate Tax Refunds	(1,396.89)	(25,000.00)	23,603.11	5.6%
01-301-000-030	Delinquent Real Estate Taxes	27,840.08	20,000.00	7,840.08	139.2%
01-301-000-071	Hydrant Tax	66,648.96	65,000.00	1,648.96	102.5%
01-301-000-072	Delinquent Hydrant Taxes	1,261.36	-	1,261.36	#DIV/0!
01-310-000-010	Real Estate Transfer Taxes	1,073,227.10	585,000.00	488,227.10	183.5%
01-310-000-020	Earned Income Taxes	4,512,933.59	3,934,140.00	578,793.59	114.7%
01-310-000-021	EIT commissions paid	(55,481.56)	(53,504.00)	(1,977.56)	103.7%
01-320-000-010	Building Permits	668,195.49	425,000.00	243,195.49	157.2%
01-320-000-020	Use & Occupancy Permit	23,290.00	12,000.00	11,290.00	194.1%
01-320-000-030	Sign Permits	-	100.00	(100.00)	0.0%
01-320-000-040	Contractors Permit	2,050.00	2,000.00	50.00	102.5%
01-320-000-050	Refinance Certification Fees	6,735.00	3,000.00	3,735.00	224.5%
01-321-000-080	Cable TV Franchise Fees	152,080.96	220,000.00	(67,919.04)	69.1%
01-331-000-010	Vehicle Codes Violation	42,844.92	45,000.00	(2,155.08)	95.2%
01-331-000-011	Reports/Fingerprints	990.50	2,000.00	(1,009.50)	49.5%
01-331-000-012	Solicitation Permits	395.00	500.00	(105.00)	79.0%
01-331-000-050	Reimbursable Police Wages	9,697.13	3,000.00	6,697.13	323.2%
01-341-000-001	Interest Earnings	27,707.32	35,000.00	(7,292.68)	79.2%
01-342-000-001	Rental Property Income	22,000.00	24,000.00	(2,000.00)	91.7%
01-354-000-010	County Grants	-	-	-	#DIV/0!
01-354-000-020	State Grants	618,752.05	-	618,752.05	#DIV/0!
01-354-000-030	Police Grants	-	-	-	#DIV/0!
01-355-000-001	PURTA	5,869.19	5,000.00	869.19	117.4%
01-355-000-004	Alcoholic Beverage Tax	-	600.00	(600.00)	0.0%
01-355-000-005	State Aid, Police Pension	122,434.86	122,000.00	434.86	100.4%
01-355-000-006	State Aid, Non-Uniform Pension	79,051.00	80,000.00	(949.00)	98.8%
01-355-000-007	Foreign Fire Insurance Tax	86,558.42	95,000.00	(8,441.58)	91.1%
01-360-000-010	Vehicle Storage Fees	-	1,000.00	(1,000.00)	0.0%
01-361-000-030	Zoning/SubDivision Land Development	9,852.92	6,000.00	3,852.92	164.2%
01-361-000-032	Fees from Engineering	21,679.18	50,000.00	(28,320.82)	43.4%
01-361-000-033	Admin Fees from Engineering	404.83	4,000.00	(3,595.17)	10.1%
01-361-000-035	Admin Fees from Legal	208.81	1,000.00	(791.19)	20.9%
01-361-000-036	Legal Services Fees	2,495.50	6,000.00	(3,504.50)	41.6%
01-361-000-038	Sale of Maps & Books	80.00	250.00	(170.00)	32.0%
01-361-000-039	Fire Inspection Fees	320.00	-	320.00	#DIV/0!
01-361-000-040	Fees from Engineering - CU	3,966.86	20,000.00	(16,033.14)	19.8%
01-361-000-041	Property Inspection Fees	11,565.97	-	11,565.97	#DIV/0!
01-361-000-042	Copies	-	100.00	(100.00)	0.0%
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	-	500.00	(500.00)	0.0%
01-367-000-021	Field Programs	30,827.50	30,000.00	827.50	102.8%
01-367-000-025	Turf Field Fees	43,864.42	45,000.00	(1,135.58)	97.5%
01-367-000-030	Community Events Donations	500.00	10,000.00	(9,500.00)	5.0%
01-367-000-040	History Book Revenue	-	200.00	(200.00)	0.0%
01-367-000-045	Upland Farms Barn Rental Fees	-	-	-	#DIV/0!
01-367-000-089	Donations for Park Equipment	-	-	-	#DIV/0!
01-380-000-001	Miscellaneous Revenue	21,831.98	5,000.00	16,831.98	436.6%
01-380-000-010	Insurance Reimbursement	26,580.35	3,000.00	23,580.35	886.0%
01-392-000-008	Municipal Authority Reimbursement	248,004.19	264,736.00	(16,731.81)	93.7%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended November 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
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	8,136.68	-	8,136.68	#DIV/0!
	Total Revenue	\$ 8,980,668.39	\$ 7,060,222.00	\$ 1,920,446.39	127.2%
GENERAL GOVERNMENT					
01-400-000-113	Supervisors Wages	\$ 9,750.00	\$ 6,500.00	\$ 3,250.00	150.0%
01-400-000-150	Payroll Tax Expense	745.86	497.00	248.86	150.1%
01-400-000-320	Telephone	1,601.86	2,000.00	(398.14)	80.1%
01-400-000-340	Public Relations	284.18	2,500.00	(2,215.82)	11.4%
01-400-000-341	Advertising	5,475.05	7,500.00	(2,024.95)	73.0%
01-400-000-342	Printing	5,789.00	5,000.00	789.00	115.8%
01-400-000-344	Community Notice	-	2,000.00	(2,000.00)	0.0%
01-400-000-350	Insurance-Bonding	2,486.00	4,200.00	(1,714.00)	59.2%
01-400-000-352	Insurance-Liability	17,390.72	17,390.00	0.72	100.0%
01-400-000-420	Dues/Subscriptions/Memberships	1,985.60	4,375.00	(2,389.40)	45.4%
01-400-000-460	Meeting & Conferences	1,113.40	6,000.00	(4,886.60)	18.6%
01-400-000-461	Bank Fees	13,790.77	9,000.00	4,790.77	153.2%
01-400-000-463	Misc expenses	2,032.57	2,000.00	32.57	101.6%
01-400-000-464	Wallace Twp. Tax Agreement	4,553.02	4,325.00	228.02	105.3%
		66,998.03	73,287.00	(6,288.97)	91.4%
EXECUTIVE					
01-401-000-100	Administration Wages	488,504.12	547,083.00	(58,578.88)	89.3%
01-401-000-150	Payroll Tax Expense	38,466.71	41,852.00	(3,385.29)	91.9%
01-401-000-151	PSATS Unemployment Compensation	1,230.00	1,230.00	-	100.0%
01-401-000-156	Employee Benefit Expense	62,262.08	85,320.00	(23,057.92)	73.0%
01-401-000-157	ACA Fees	199.50	240.00	(40.50)	83.1%
01-401-000-160	Non-Uniform Pension	46,445.68	41,897.00	4,548.68	110.9%
01-401-000-165	Employer 457 Match	-	9,000.00	(9,000.00)	0.0%
01-401-000-174	Tuition Reimbursements	1,937.01	6,300.00	(4,362.99)	30.7%
01-401-000-181	Longevity Pay	4,050.00	5,550.00	(1,500.00)	73.0%
01-401-000-183	Overtime Wages	4,816.36	5,000.00	(183.64)	96.3%
01-401-000-200	Supplies	8,455.59	15,000.00	(6,544.41)	56.4%
01-401-000-205	Meals & Meal Allowances	-	200.00	(200.00)	0.0%
01-401-000-215	Postage	4,405.54	4,500.00	(94.46)	97.9%
01-401-000-230	Gasoline & Oil	820.07	2,200.00	(1,379.93)	37.3%
01-401-000-235	Vehicle Maintenance	547.07	1,000.00	(452.93)	54.7%
01-401-000-252	Repair & Maintenance	-	2,000.00	(2,000.00)	0.0%
01-401-000-316	Training & Seminars	2,053.96	10,000.00	(7,946.04)	20.5%
01-401-000-317	Parking/Travel	1,295.26	1,200.00	95.26	107.9%
01-401-000-322	Ipad Expenses	127.40	600.00	(472.60)	21.2%
01-401-000-352	Insurance - Liability	367.00	367.00	-	100.0%
01-401-000-353	Insurance-Vehicle	285.20	285.00	0.20	100.1%
01-401-000-354	Insurance-Workers Compensation	823.25	618.00	205.25	133.2%
01-401-000-420	Dues/Subscriptions/Memberships	7,587.79	6,100.00	1,487.79	124.4%
01-401-000-450	Contracted Services	27,314.38	14,500.00	12,814.38	188.4%
		701,993.97	802,042.00	(100,048.03)	87.5%
AUDIT					
01-402-000-450	Contracted Services	24,700.00	23,700.00	1,000.00	104.2%
		24,700.00	23,700.00	1,000.00	104.2%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended November 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
TAX COLLECTION					
01-403-000-100	Tax Collector Wages	928.57	-	928.57	#DIV/0!
01-403-000-110	Chester Co. Treasurer Expense	13,865.25	8,500.00	5,365.25	163.1%
01-403-000-150	Payroll Tax Expense	71.04	-	71.04	#DIV/0!
01-403-000-200	Supplies	-	-	-	#DIV/0!
01-403-000-215	Postage	-	-	-	#DIV/0!
01-403-000-350	Insurance-Bonding	-	-	-	#DIV/0!
01-403-000-450	Contracted Services	400.00	-	400.00	#DIV/0!
		15,264.86	8,500.00	6,764.86	179.6%
LEGAL					
01-404-000-305	Reimbursable Legal Fees - CU	-	500.00	(500.00)	0.0%
01-404-000-310	Reimbursable Legal Fees	10,911.50	9,500.00	1,411.50	114.9%
01-404-000-311	Non Reimbursable Legal	51,788.49	40,000.00	11,788.49	129.5%
01-404-000-450	Contracted Services	-	5,000.00	(5,000.00)	0.0%
		62,699.99	55,000.00	7,699.99	114.0%
TECHNOLOGY					
01-407-000-200	Supplies	25.00	2,000.00	(1,975.00)	1.3%
01-407-000-220	Software	62,690.07	73,280.00	(10,589.93)	85.5%
01-407-000-222	Hardware	7,635.52	6,000.00	1,635.52	127.3%
01-407-000-240	Web Page	6,058.89	6,000.00	58.89	101.0%
01-407-000-450	Contracted Services	38,419.87	54,200.00	(15,780.13)	70.9%
		114,829.35	141,480.00	(26,650.65)	81.2%
ENGINEERING					
01-408-000-305	Reimbursable Conditional Use	6,033.33	25,000.00	(18,966.67)	24.1%
01-408-000-310	Reimbursable Engineering	24,250.20	75,000.00	(50,749.80)	32.3%
01-408-000-311	Traffic Engineering	14,636.16	25,000.00	(10,363.84)	58.5%
01-408-000-313	Non Reimbursable Engineering	59,856.41	30,000.00	29,856.41	199.5%
01-408-000-366	Ordinance Update	-	4,500.00	(4,500.00)	0.0%
01-408-000-367	General Planning	-	10,000.00	(10,000.00)	0.0%
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!
		104,776.10	169,500.00	(64,723.90)	61.8%
TOWNSHIP PROPERTIES					
<u>Public Works Building</u>					
01-409-001-200	Supplies	50.78	1,000.00	(949.22)	5.1%
01-409-001-231	Propane & heating - PW bldg	6,770.34	15,000.00	(8,229.66)	45.1%
01-409-001-250	Maint & Repair	17,304.02	29,300.00	(11,995.98)	59.1%
01-409-001-320	Telephone	4,131.12	4,000.00	131.12	103.3%
01-409-001-351	Insurance - property	12,215.24	12,215.00	0.24	100.0%
01-409-001-360	Utilities	7,033.42	12,000.00	(4,966.58)	58.6%
01-409-001-450	Contracted Services	3,897.49	8,000.00	(4,102.51)	48.7%
<u>Township Building</u>					
01-409-003-101	Employee Cost Allocated	-	-	-	#DIV/0!
01-409-003-200	Supplies	824.56	2,000.00	(1,175.44)	41.2%
01-409-003-231	Propane & Heating Oil	421.57	5,000.00	(4,578.43)	8.4%
01-409-003-250	Maintenance & Repairs	1,414.52	2,500.00	(1,085.48)	56.6%
01-409-003-320	Telephone	7,767.88	7,000.00	767.88	111.0%
01-409-003-351	Insurance Property	14,251.12	14,251.00	0.12	100.0%
01-409-003-360	Utilities	20,966.32	20,000.00	966.32	104.8%
01-409-003-380	Rent	-	-	-	#DIV/0!
01-409-003-385	Relocation Costs	-	-	-	#DIV/0!
01-409-003-450	Contracted Services	25,554.07	45,300.00	(19,745.93)	56.4%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended November 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
	<u>Milford Road</u>			-	
01-409-004-200	Supplies	-	500.00	(500.00)	0.0%
01-409-004-231	Propane	1,124.73	2,000.00	(875.27)	56.2%
01-409-004-250	Maintenance & Repairs	95.00	500.00	(405.00)	19.0%
01-409-004-320	Telephone	4,465.54	3,000.00	1,465.54	148.9%
01-409-004-351	Insurance - property	2,035.88	2,036.00	(0.12)	100.0%
01-409-004-360	Utilities	515.87	1,000.00	(484.13)	51.6%
01-409-004-450	Contracted Services	-	500.00	(500.00)	0.0%
01-409-005-200	Police relocated - supplies	-	-	-	#DIV/0!
		130,839.47	187,102.00	(56,262.53)	69.9%
	POLICE EXPENSES				
01-410-000-100	Police Wages	1,215,006.29	1,366,432.00	(151,425.71)	88.9%
01-410-000-110	Police Wages - WC reimbursement	(2,582.86)	-	(2,582.86)	#DIV/0!
01-410-000-150	Payroll Tax Expense	99,561.19	104,532.00	(4,970.81)	95.2%
01-410-000-151	PSATS Unemployment Compensation	3,528.39	2,870.00	658.39	122.9%
01-410-000-156	Employee Benefit Expense	282,858.67	306,410.00	(23,551.33)	92.3%
01-410-000-158	Medical Expense Reimbursements	6,875.54	13,000.00	(6,124.46)	52.9%
01-410-000-160	Pension Expense	257,095.00	257,095.00	-	100.0%
01-410-000-165	Employer 457 Match	-	18,000.00	(18,000.00)	0.0%
01-410-000-174	Tuition Reimbursment	14,796.00	15,000.00	(204.00)	98.6%
01-410-000-181	Longevity Pay	22,800.00	28,600.00	(5,800.00)	79.7%
01-410-000-182	Education Incentive	3,750.00	3,750.00	-	100.0%
01-410-000-183	Overtime Wages	47,486.44	54,000.00	(6,513.56)	87.9%
01-410-000-187	Courttime Wages	7,605.06	12,000.00	(4,394.94)	63.4%
01-410-000-191	Uniform/Boot Allowances	11,600.00	11,600.00	-	100.0%
01-410-000-200	Supplies	7,175.41	14,000.00	(6,824.59)	51.3%
01-410-000-215	Postage	750.00	750.00	-	100.0%
01-410-000-230	Gasoline & Oil	30,242.65	35,000.00	(4,757.35)	86.4%
01-410-000-235	Vehicle Maintenance	20,306.57	25,000.00	(4,693.43)	81.2%
01-410-000-238	Clothing/Uniforms	11,825.85	9,000.00	2,825.85	131.4%
01-410-000-250	Maintenance & Repairs	1,809.90	2,500.00	(690.10)	72.4%
01-410-000-260	Small Tools & Equipment	8,132.36	9,000.00	(867.64)	90.4%
01-410-000-311	Non-Reimbursable-Legal	-	-	-	#DIV/0!
01-410-000-316	Training/Seminar	14,429.00	13,000.00	1,429.00	111.0%
01-410-000-317	Parking & travel	294.28	1,000.00	(705.72)	29.4%
01-410-000-320	Telephone	4,419.37	8,000.00	(3,580.63)	55.2%
01-410-000-322	Ipad Expense	-	600.00	(600.00)	0.0%
01-410-000-327	Radio Equipment M & R	-	1,000.00	(1,000.00)	0.0%
01-410-000-340	Public Relations	13,297.97	12,000.00	1,297.97	110.8%
01-410-000-342	Police Accreditation	1,320.00	6,000.00	(4,680.00)	22.0%
01-410-000-352	Insurance - Liability	13,114.24	13,114.00	0.24	100.0%
01-410-000-353	Insurance - Vehicles	2,107.04	2,107.00	0.04	100.0%
01-410-000-354	Insurance - Workers Compensation	31,619.13	37,096.00	(5,476.87)	85.2%
01-410-000-420	Dues/Subscriptions/Memberships	955.70	1,000.00	(44.30)	95.6%
01-410-000-450	Contracted Services	11,471.15	27,040.00	(15,568.85)	42.4%
01-410-000-740	Computer/Furniture	3,949.60	3,000.00	949.60	131.7%
		2,147,599.94	2,413,496.00	(265,896.06)	89.0%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended November 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
FIRE/AMBULANCE					
01-411-000-354	Insurance - Workers Compensation	14,687.42	23,000.00	(8,312.58)	63.9%
01-411-000-420	Dues/Subscriptions/Memberships	-	-	-	#DIV/0!
01-411-000-450	Contracted Services	-	-	-	#DIV/0!
01-411-000-451	Hydrant expenses-Aqua	65,089.82	60,000.00	5,089.82	108.5%
01-411-001-001	Ludwigs	74,160.00	74,160.00	-	100.0%
01-411-001-002	Lionville	74,282.00	74,282.00	-	100.0%
01-411-001-003	Lionville Capital	-	-	-	100.0%
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	86,558.42	95,000.00	(8,441.58)	91.1%
		336,934.66	351,099.00	(14,164.34)	96.0%
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	197,507.61	225,362.00	(27,854.39)	87.6%
01-413-000-150	Payroll Tax Expenses	15,759.68	17,240.00	(1,480.32)	91.4%
01-413-000-151	PSATS Unemployment Compensation	695.00	615.00	80.00	113.0%
01-413-000-156	Employee Benefit Expense	46,184.83	50,054.00	(3,869.17)	92.3%
01-413-000-160	Pension	20,547.58	19,610.00	937.58	104.8%
01-413-000-165	Employer 457 Match	-	4,500.00	(4,500.00)	0.0%
01-413-000-181	Longevity Pay	4,800.00	4,800.00	-	100.0%
01-413-000-183	Overtime	1,759.57	-	1,759.57	#DIV/0!
01-413-000-200	Supplies	1,145.25	2,000.00	(854.75)	57.3%
01-413-000-230	Gasoline & Oil	2,641.08	3,400.00	(758.92)	77.7%
01-413-000-235	Vehicle Maintenance	350.92	2,000.00	(1,649.08)	17.5%
01-413-000-316	Training/Seminar	-	2,500.00	(2,500.00)	0.0%
01-413-000-317	Parking/Travel	32.12	750.00	(717.88)	4.3%
01-413-000-320	Telephone	648.83	2,000.00	(1,351.17)	32.4%
01-413-000-322	Ipad Expense	442.46	600.00	(157.54)	73.7%
01-413-000-352	Insurance - Liability	367.00	367.00	-	100.0%
01-413-000-353	Insurance - Vehicle	285.20	285.00	0.20	100.1%
01-413-000-354	Insurance - Workers Compensation	823.25	618.00	205.25	133.2%
01-413-000-420	Dues/Subscriptions/Memberships	748.00	3,000.00	(2,252.00)	24.9%
01-413-000-450	Contracted Services	1,195.00	10,000.00	(8,805.00)	12.0%
01-413-000-460	Meetings & Conferences	-	1,000.00	(1,000.00)	0.0%
		295,933.38	350,701.00	(54,767.62)	84.4%
PLANNING & ZONING					
01-414-001-116	Compensation	-	-	-	#DIV/0!
01-414-001-200	Supplies	-	500.00	(500.00)	0.0%
01-414-001-301	Court Reporter	776.50	1,500.00	(723.50)	51.8%
01-414-001-315	Legal Fees	4,300.75	3,000.00	1,300.75	143.4%
01-414-001-365	Comp Plan Update	-	-	-	#DIV/0!
01-414-001-366	Ordinance Update	8,160.00	20,000.00	(11,840.00)	40.8%
01-414-001-367	General Planning	-	3,000.00	(3,000.00)	0.0%
01-414-001-368	Advertising	293.82	500.00	(206.18)	58.8%
01-414-001-451	ACT 209	-	-	-	#DIV/0!
		13,531.07	28,500.00	(14,968.93)	47.5%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended November 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
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	-	2,000.00	(2,000.00)	0.0%
01-414-003-315	Legal Fees	-	6,000.00	(6,000.00)	0.0%
01-414-003-450	Contracted Services	-	1,000.00	(1,000.00)	0.0%
		-	9,800.00	(9,800.00)	0.0%
EMERGENCY OPERATIONS					
01-415-000-200	Supplies	44.75	2,000.00	(1,955.25)	2.2%
01-415-000-260	Small Tools & Equipment	-	1,000.00	(1,000.00)	0.0%
01-415-000-316	Training/Seminar	115.00	1,200.00	(1,085.00)	9.6%
01-415-000-317	Parking/Travel	-	400.00	(400.00)	0.0%
01-415-000-320	Telephone	-	1,200.00	(1,200.00)	0.0%
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	-	500.00	(500.00)	0.0%
01-415-000-740	Computer/Office Equipment	-	1,000.00	(1,000.00)	0.0%
		159.75	7,850.00	(7,690.25)	2.0%
ANIMAL CONTROL/OTHER					
01-422-000-530	Contributions - SPCA	3,750.06	4,637.00	(886.94)	80.9%
01-422-000-601	Contributions - DARC	23,037.00	25,341.00	(2,304.00)	90.9%
01-422-000-603	Downingtown Senior Center	-	2,000.00	(2,000.00)	0.0%
01-422-000-605	Natural Lands Trust	-	20,000.00	(20,000.00)	0.0%
		26,787.06	51,978.00	(25,190.94)	51.5%
SIGNS					
01-433-000-200	Supplies	4,990.90	5,000.00	(9.10)	99.8%
01-433-000-450	Contracted Services	316.40	1,000.00	(683.60)	31.6%
		5,307.30	6,000.00	(692.70)	88.5%
SIGNALS					
01-434-000-450	Contracted Services	10,178.96	35,200.00	(25,021.04)	28.9%
		10,178.96	35,200.00	(25,021.04)	28.9%
PUBLIC WORKS					
01-438-000-100	Public Works Wages	380,494.61	439,698.00	(59,203.39)	86.5%
01-438-000-101	Employee Cost Allocated	(15,949.19)	(27,098.00)	11,148.81	58.9%
01-438-000-150	Payroll Tax Expense	31,116.27	33,637.00	(2,520.73)	92.5%
01-438-000-151	PSATS Unemployment Compensation	1,434.99	1,435.00	(0.01)	100.0%
01-438-000-156	Employee Benefit Expense	152,770.48	147,806.00	4,964.48	103.4%
01-438-000-160	Pension	38,572.62	38,133.00	439.62	101.2%
01-438-000-165	Employer 457 Match	-	10,500.00	(10,500.00)	0.0%
01-438-000-181	Longevity	5,700.00	8,100.00	(2,400.00)	70.4%
01-438-000-183	Overtime Wages	16,136.64	26,000.00	(9,863.36)	62.1%
01-438-000-200	Supplies	55,980.72	48,500.00	7,480.72	115.4%
01-438-000-205	Meals & Meal Allowances	386.36	500.00	(113.64)	77.3%
01-438-000-230	Gasoline & Oil	21,683.16	34,200.00	(12,516.84)	63.4%
01-438-000-235	Vehicle Maintenance	28,621.52	17,000.00	11,621.52	168.4%
01-438-000-238	Uniforms	3,379.71	3,050.00	329.71	110.8%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended November 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
01-438-000-245	Highway Supplies	11,622.66	9,600.00	2,022.66	121.1%
01-438-000-260	Small Tools & Equipment	3,657.65	9,600.00	(5,942.35)	38.1%
01-438-000-316	Training/Seminar	985.31	5,000.00	(4,014.69)	19.7%
01-438-000-317	Parking & travel	1,786.03	800.00	986.03	223.3%
01-438-000-320	Telephone	1,635.19	3,000.00	(1,364.81)	54.5%
01-438-000-322	Ipad Expense	621.54	1,200.00	(578.46)	51.8%
01-438-000-341	Advertising	-	-	-	#DIV/0!
01-438-000-342	Accreditation	-	5,000.00	(5,000.00)	0.0%
01-438-000-352	Insurance - Liability	1,621.24	1,621.00	0.24	100.0%
01-438-000-353	Vehicle Insurance	1,140.80	1,141.00	(0.20)	100.0%
01-438-000-354	Insurance - Workers Compensation	9,304.31	11,747.00	(2,442.69)	79.2%
01-438-000-420	Dues and Subscriptions	-	400.00	(400.00)	0.0%
01-438-000-450	Contracted Services	47,061.49	52,730.00	(5,668.51)	89.2%
01-438-000-463	Miscellaneous	-	-	-	#DIV/0!
01-438-000-720	Road Resurfacing	195,000.00	274,333.00	(79,333.00)	71.1%
		994,764.11	1,157,633.00	(162,868.89)	85.9%
<u>Public Works - Facilities Division</u>					
01-438-001-100	Wages	180,292.82	234,095.00	(53,802.18)	77.0%
01-438-001-101	Employee Costs Allocated	(152,597.31)	(223,653.00)	71,055.69	68.2%
01-438-001-150	Payroll Tax Expense	14,656.49	17,908.00	(3,251.51)	81.8%
01-438-001-151	PSATS Unemployment Compensation	1,861.17	1,435.00	426.17	129.7%
01-438-001-156	Employee Benefit Expense	35,337.65	38,965.00	(3,627.35)	90.7%
01-438-001-160	Pension Expense	3,391.20	11,643.00	(8,251.80)	29.1%
01-438-001-165	Employer 457 Match	-	4,500.00	(4,500.00)	0.0%
01-438-001-174	Tuition Reimbursement	-	-	-	#DIV/0!
01-438-001-181	Longevity	2,850.00	2,850.00	-	100.0%
01-438-001-183	Overtime Wages	7,126.64	8,000.00	(873.36)	89.1%
01-438-001-200	Supplies	-	-	-	#DIV/0!
01-438-001-230	Gasoline & Oil	19,589.44	12,000.00	7,589.44	163.2%
01-438-001-235	Vehicle Maintenance	-	6,500.00	(6,500.00)	0.0%
01-438-001-238	Uniforms	1,622.78	2,200.00	(577.22)	73.8%
01-438-001-316	Training & Seminars	657.50	1,600.00	(942.50)	41.1%
01-438-001-352	Insurance - Liability	1,621.24	1,621.00	0.24	100.0%
01-438-001-353	Insurance - Vehicles	1,140.80	1,141.00	(0.20)	100.0%
01-438-001-354	Insurance - Workers Compensation	5,910.53	8,037.00	(2,126.47)	73.5%
01-438-001-450	Contracted Services	-	-	-	#DIV/0!
		123,460.95	128,842.00	(5,381.05)	95.8%
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	152,597.31	223,653.00	(71,055.69)	68.2%
01-454-001-200	Supplies	15,041.77	15,000.00	41.77	100.3%
01-454-001-201	Park & Rec Special Events	4,493.65	6,000.00	(1,506.35)	74.9%
01-454-001-202	Community Day	9,854.53	28,000.00	(18,145.47)	35.2%
01-454-001-230	Gasoline & Oil	-	-	-	#DIV/0!
01-454-001-235	Vehicle Maintenance	1,292.65	6,000.00	(4,707.35)	21.5%
01-454-001-250	Maintenance & Repairs	-	500.00	(500.00)	0.0%
01-454-001-260	Small Tools & Equipment	-	2,700.00	(2,700.00)	0.0%
01-454-001-316	Training/Seminars	-	1,000.00	(1,000.00)	0.0%
01-454-001-340	Public Relations	-	-	-	#DIV/0!
01-454-001-354	Insurance - Workers Compensation	2,930.03	3,710.00	(779.97)	79.0%
01-454-001-420	Dues/Subscriptions/Memberships	-	300.00	(300.00)	0.0%
01-454-001-427	Waste Disposal	-	-	-	#DIV/0!
01-454-001-450	Contracted Services	-	500.00	(500.00)	0.0%
		186,209.94	293,363.00	(107,153.06)	63.5%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended November 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
HICKORY PARK					
01-454-002-200	Supplies-Hickory	3,669.77	3,000.00	669.77	122.3%
01-454-002-231	Propane	1,100.19	2,000.00	(899.81)	55.0%
01-454-002-250	Maintenance & Repairs	486.94	8,000.00	(7,513.06)	6.1%
01-454-002-351	Insurance-Property	4,071.76	4,072.00	(0.24)	100.0%
01-454-002-360	Utilities	2,372.10	5,000.00	(2,627.90)	47.4%
01-454-002-450	Contracted Services	14,920.92	20,000.00	(5,079.08)	74.6%
		26,621.68	42,072.00	(15,450.32)	63.3%
FELLOWSHIP FIELDS					
01-454-003-200	Supplies	7,434.67	3,000.00	4,434.67	247.8%
01-454-003-250	Maintenance & Repairs	6,435.79	10,000.00	(3,564.21)	64.4%
01-454-003-312	Engineering Fees	-	-	-	#DIV/0!
01-454-003-320	Telephone	1,474.88	2,500.00	(1,025.12)	59.0%
01-454-003-351	Insurance Property	4,071.76	4,072.00	(0.24)	100.0%
01-454-003-360	Utilities	8,946.53	12,000.00	(3,053.47)	74.6%
01-454-003-450	Contracted Services	13,462.13	16,000.00	(2,537.87)	84.1%
		41,825.76	47,572.00	(5,746.24)	87.9%
LARKINS FIELD					
01-454-004-200	Supplies-Larkins	-	1,000.00	(1,000.00)	0.0%
01-454-004-250	Maintenance & Repair	-	1,000.00	(1,000.00)	0.0%
01-454-004-312	Engineering Fee-Larkins	-	-	-	#DIV/0!
01-454-004-450	Contracted Services	515.00	3,000.00	(2,485.00)	17.2%
		515.00	5,000.00	(4,485.00)	10.3%
UPLAND FARMS					
01-454-005-200	Supplies	502.85	5,000.00	(4,497.15)	10.1%
01-454-005-231	Propane & Heating Oil	1,976.75	4,500.00	(2,523.25)	43.9%
01-454-005-250	Repairs & Maintenance	8,710.00	50,000.00	(41,290.00)	17.4%
01-454-005-351	Insurance - Building	4,071.76	4,072.00	(0.24)	100.0%
01-454-005-360	Utilities	9,771.47	4,000.00	5,771.47	244.3%
01-454-005-450	Contracted Services	6,271.22	5,000.00	1,271.22	125.4%
01-454-005-513	Engineering Fees	-	-	-	#DIV/0!
		31,304.05	72,572.00	(41,267.95)	43.1%
	Total Parks and Recreation	286,476.43	460,579.00	(174,102.57)	62.2%
LIBRARY					
01-456-000-530	Contributions	-	5,000.00	(5,000.00)	0.0%
		-	5,000.00	(5,000.00)	0.0%
HISTORICAL COMMISSIONS					
01-459-000-200	Supplies	-	2,500.00	(2,500.00)	0.0%
01-459-000-320	Telephone	-	1,000.00	(1,000.00)	0.0%
01-459-000-450	Contracted Services	2,213.74	1,500.00	713.74	147.6%
		2,213.74	5,000.00	(2,786.26)	44.3%

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended November 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
	Total Expenditures Before Operating Transfers	5,492,487.12	6,500,327.00	(1,007,839.88)	84.5%
	Excess of Revenues over Expenses Before Operating Transfers	3,488,181.27	559,895.00	2,928,286.27	623.0%
	OPERATING TRANSFERS				
	Transfer from Turf Field Cash account	291,446.50	400,000.00	(108,553.50)	72.9%
01-492-000-030	Transfer to Capital Projects Fund	1,500,000.00	500,000.00	1,000,000.00	300.0%
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	245,000.00	245,000.00	-	100.0%
		2,036,446.50	1,145,000.00	891,446.50	177.9%
	Total Expenditures after Operating Transfers	7,528,933.62	7,645,327.00	(116,393.38)	98.5%
EXCESS OF REVENUES OVER EXPENSES		\$ 1,451,734.77	\$ (585,105.00)	\$ 2,036,839.77	-248.1%

Upper Uwchlan Township
Liquid Fuels Fund
Balance Sheet
As of November 30, 2021

ASSETS

Cash			
04-100-000-000	Cash - Fulton Bank	\$	886,789.36
	Total Cash		886,789.36

Other Current Assets

04-130-000-001	Due from General Fund		-
04-130-000-002	Due from Capital Fund		-
	Other Assets		-
	Total Other Current Assets		-

Total Assets	\$	886,789.36
---------------------	-----------	-------------------

LIABILITIES AND FUND BALANCE

Accounts Payable

04-200-000-000	Accounts Payable		-
04-258-000-000	Accrued Expenses		-
	Total Accounts Payable		-

Other Current Liabilities

	Other Liabilities		
04-230-000-010	Due To General Fund		-
	Due To Capital Fund		-
	Total Other Current Liabilities		-

Total Liabilities		-
--------------------------	--	----------

Equity

04-272-000-001	Opening Balance Equity		192,790.66
04-272-000-002	Retained Earnings		554,926.85
04-272-000-003	Transfer from Other Funds		-
	Unrestricted Net Assets		-
	Current Period Net Income (Loss)		139,071.85
	Total Equity		886,789.36

Total Fund Balance	\$	886,789.36
---------------------------	-----------	-------------------

Total Liabilities & Fund Balance	\$	886,789.36
---	-----------	-------------------

Upper Uwchlan Township
Liquid Fuels Fund
Statement of Revenues and Expenditures
For the Period Ending November 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
04-341-000-000	Interest Earnings	\$ 510.93	\$ 7,000.00	(6,489.07)	7%
04-355-000-002	Motor Fuel Vehicle Taxes	373,167.55	362,257.00	10,910.55	103%
04-389-000-001	Winter Snow Agreement	657.55	600.00	57.55	110%
04-389-000-002	Turnback Maintenance	14,520.00	14,520.00	-	100%
	Total Revenues	\$ 388,856.03	\$ 384,377.00	\$ 4,479.03	320%
EXPENDITURES					
Equipment					
04-400-000-074	Equipment Purchases	-	-	-	#DIV/0!
	Total Equipment	-	-	-	#DIV/0!
Snow					
04-432-000-239	Snow & Ice Supplies	33,582.49	75,000.00	(41,417.51)	45%
04-432-000-250	Vehicle Maintenance & Repair	2,710.69	4,000.00	(1,289.31)	68%
04-432-000-450	Snow & Ice Contracted Services	-	-	-	#DIV/0!
	Total Snow	36,293.18	79,000.00	(42,706.82)	#DIV/0!
Road Projects					
04-438-000-239	Road Project Supplies	-	37,800.00	(37,800.00)	0%
04-438-000-450	Road Project Contracted Services	213,491.00	-	213,491.00	#DIV/0!
	Total Road Projects	213,491.00	37,800.00	175,691.00	#DIV/0!
Highway Construction					
04-439-001-250	Resurfacing	-	275,000.00	(275,000.00)	0%
04-439-002-250	Base Repairs - Pa. Drive	-	6,000.00	(6,000.00)	0%
	Total Highway Construction	-	281,000.00	(281,000.00)	-
	Total Expenditures	\$ 249,784.18	\$ 397,800.00	\$ (148,015.82)	63%
	Excess of Revenues over Expenditures	\$ 139,071.85	\$ (13,423.00)	\$ 152,494.85	-1036%

Upper Uwchlan Township
Solid Waste Fund
Balance Sheet
As of November 30, 2021

ASSETS

Cash		
05-100-000-010	Meridian Bank	\$ 181,181.15
05-100-000-030	Cash - Fulton Bank	569,088.04
	Total Cash	<u>750,269.19</u>

Accounts Receivable

05-130-000-045	WIPP Receivable from MA	8,103.20
05-145-000-010	Solid Waste Receivable	129,387.67
05-145-000-095	Misc. Receivable	-
		<u>137,490.87</u>

Other Current Assets

05-130-000-010	Due from General Fund	-
05-130-000-020	Due from Capital Fund	-
05-130-000-050	Due from Municipal Authority	8,175.92
05-155-000-010	Prepaid Attorney Fees	-
	Other Assets	-
	Total Other Current Assets	<u>8,175.92</u>

Total Assets	\$ 895,935.98
---------------------	----------------------

LIABILITIES AND FUND BALANCE

Accounts Payable

05-200-000-020	Accounts Payable	-
05-258-000-000	Accrued Expenses	15,900.00
	Total Accounts Payable	<u>15,900.00</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	10,716.62
05-252-000-010	Deferred Revenues	115,691.95
	Total Other Current Liabilities	<u>126,408.57</u>

Total Liabilities	142,308.57
--------------------------	-------------------

Equity

05-272-000-001	Opening Balance Equity	984,603.98
05-272-000-004	Unrestricted Net Assets	(374,598.12)
	Current Period Net Income (Loss)	143,621.55
	Total Equity	<u>753,627.41</u>

Total Fund Balance	\$ 753,627.41
---------------------------	----------------------

Total Liabilities & Fund Balance	\$ 895,935.98
---	----------------------

Upper Uwchlan Township
Solid Waste Fund
Statement of Revenues and Expenditures
For the Period Ending November 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
05-341-000-000	Interest Earnings	\$ 1,546.42	\$ 10,000.00	(8,453.58)	15%
05-364-000-010	Solid Waste Income	1,060,992.79	1,103,331.00	(42,338.21)	96%
05-364-000-015	Resident Refunds	(2,167.20)	-	(2,167.20)	#DIV/0!
05-364-000-020	Recycling Income	3,324.68	-	3,324.68	#DIV/0!
05-364-000-025	Hazardous Waste Event		2,000.00	(2,000.00)	0%
05-364-000-030	Leaf Bags Sold	60.00	500.00	(440.00)	12%
05-364-000-035	Scrap Metal Sold	1,256.45	500.00	756.45	251%
	Equipment Purchase Grant (Pa.)		-	-	#DIV/0!
05-364-000-040	Performance Grant	5,385.73	25,000.00	(19,614.27)	22%
05-380-000-000	Misc Income	-	-	-	#DIV/0!
	Total Revenues	\$ 1,070,398.87	\$ 1,141,331.00	\$ (70,932.13)	#DIV/0!
EXPENDITURES					
Operations					
05-427-000-101	Employee Cost Allocation	15,949.19	21,832.00	(5,882.81)	73%
05-427-000-150	Bank Fees	125.00	200.00	(75.00)	63%
05-427-000-200	Supplies	261.48	2,000.00	(1,738.52)	13%
05-427-000-210	Utility Billing Expenses	5,295.04	2,800.00	2,495.04	189%
05-427-000-220	Postage	2,091.00	2,300.00	(209.00)	91%
05-427-000-230	Toters	20,143.75	47,644.00	(27,500.25)	42%
05-427-000-314	Legal Fees	1,001.50	9,000.00	(7,998.50)	11%
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 - Solid Waste	382,758.76	438,476.00	(55,717.24)	87%
05-427-000-460	Contracted Services - Recycling	172,935.13	182,645.00	(9,709.87)	95%
05-427-000-700	Tipping Fees	213,863.06	275,000.00	(61,136.94)	78%
05-427-000-725	Tipping Fees - Recycling	7,341.23	54,000.00	(46,658.77)	14%
05-427-000-800	Recycling Disposal	5,012.18	9,000.00	(3,987.82)	56%
	Total Operations	826,777.32	1,045,522.00	(218,744.68)	79%
Operating Transfers					
05-492-000-030	Transfer to Capital Fund	100,000.00	100,000.00	-	100%
	Transfer to General Fund	-	-	-	#DIV/0!
	Total Operating Transfers	100,000.00	100,000.00	-	#DIV/0!
	Total Expenditures	\$ 926,777.32	\$ 1,145,522.00	\$ (218,744.68)	81%
	Excess of Revenues over Expenditures	\$ 143,621.55	\$ (4,191.00)	\$ 147,812.55	-3427%

Upper Uwchlan Township
Water Resource Protection Fund
Balance Sheet
As of November 30, 2021

ASSETS

Cash		
08-100-000-100	Cash - Fulton Bank	221,258.88
	Total Cash	<u>221,258.88</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	\$	221,258.88
---------------------	-----------	-------------------

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		-
--------------------------	--	----------

Equity

08-272-000-100	Unrestricted Net Assets	29,255.17
08-272-000-200	Restricted Net Assets	-
	Current Period Net Income (Loss)	192,003.71
	Total Equity	<u>221,258.88</u>

Total Fund Balance	\$	221,258.88
---------------------------	-----------	-------------------

Total Liabilities & Fund Balance	\$	221,258.88
---	-----------	-------------------

Upper Uwchlan Township
Water Resource Protection Fund
Statement of Revenues and Expenditures
For the Period Ending November 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
08-341-000-010	Interest Earnings	\$ 45.61	\$ 600.00	(554.39)	8%
08-351-000-010	Federal Grants	-	-	-	#DIV/0!
08-354-000-010	County Grants	-	-	-	#DIV/0!
08-354-000-020	State Grants	33,068.15	-	33,068.15	#DIV/0!
08-361-000-100	Water Resource Protection Fees	-	-	-	#DIV/0!
08-392-000-010	Transfer from the General Fund	245,000.00	245,000.00	-	100%
08-392-000-020	Transfer from Municipal Authority	-	-	-	#DIV/0!
	Miscellaneous Revenue	-	-	-	#DIV/0!
Total Revenues		\$ 278,113.76	\$ 245,600.00	\$ 32,513.76	113%
EXPENDITURES					
Operations					
08-404-000-310	Wage Allocation	-	5,266.00	(5,266.00)	0%
08-404-000-311	Legal Fees	-	-	-	#DIV/0!
08-406-000-010	Grant Application Fees	-	-	-	#DIV/0!
08-406-000-340	Public Relations	-	-	-	#DIV/0!
08-408-000-010	Engineering	-	-	-	#DIV/0!
08-408-000-020	Feasibility Studies	-	140,022.00	(140,022.00)	0%
08-420-000-035	Permits	13,886.02	-	13,886.02	#DIV/0!
08-420-000-260	Small Tools & Equipment	2,415.18	1,400.00	1,015.18	173%
08-446-000-101	Allocated Wages	-	-	-	#DIV/0!
08-446-000-200	Supplies	14,793.88	27,112.00	(12,318.12)	55%
08-446-000-230	Gasoline & Oil	-	1,600.00	(1,600.00)	0%
08-446-000-235	Vehicle maintenance	-	4,000.00	(4,000.00)	0%
08-446-000-250	Maintenance & Repair	-	2,000.00	(2,000.00)	0%
08-446-000-316	Training & Seminars	-	2,000.00	(2,000.00)	0%
08-446-000-450	Contracted Services	8,065.34	60,000.00	(51,934.66)	13%
08-446-000-600	Construction	-	-	-	#DIV/0!
08-446-004-600	Construction - Upland Farms	-	-	-	#DIV/0!
08-446-005-600	Construction - Marsh Creek	46,949.63	-	46,949.63	#DIV/0!
08-446-001-250	Maintenance & Repair - MA	-	-	-	#DIV/0!
08-446-001-600	Construction - MA	-	-	-	#DIV/0!
	Total Operations	86,110.05	243,400.00	(157,289.95)	35%
Operating Transfers					
	Transfer to General Fund	-	-	-	#DIV/0!
	Total Operating Transfers	-	-	-	#DIV/0!
Total Expenditures		\$ 86,110.05	\$ 243,400.00	\$ (157,289.95)	35%
Excess of Revenues over Expenditures		\$ 192,003.71	\$ 2,200.00	\$ 189,803.71	8727%

Upper Uwchlan Township
Act 209 Fund
Balance Sheet
As of November 30, 2021

ASSETS

Cash		
09-100-000-010	Cash - Fulton Bank	\$ 1,045,381.58
	Total Cash	<u>1,045,381.58</u>
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	<u>-</u>
	Total Assets	\$ 1,045,381.58

LIABILITIES AND FUND BALANCE

Accounts Payable		
09-200-000-000	Accounts Payable	-
09-258-000-000	Accrued Expenses	-
	Total Accounts Payable	<u>-</u>
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	<u>-</u>
	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	494,484.74
09-272-000-004	Temporarily Restricted Net Assets	-
09-272-000-005	Unrestricted Net Assets	250,730.12
	Current Period Net Income (Loss)	566.53
	Total Equity	<u>1,045,381.58</u>
	Total Fund Balance	\$ 1,045,381.58
	Total Liabilities & Fund Balance	\$ 1,045,381.58

Upper Uwchlan Township
Act 209 Fund
Statement of Revenues and Expenditures
For the Period Ended November 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
09-341-000-000	Interest Income	\$ 566.53	\$ 1,000.00	\$ (433.47)	56.7%
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	-	-	-	#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	566.53	1,000.00	(433.47)	#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	\$ 566.53	\$ 1,000.00	\$ (433.47)	#DIV/0!

Upper Uwchlan Township
Sewer Fund
Balance Sheet
As of November 30, 2021

ASSETS

Cash		
15-100-000-100	Cash - Fulton Bank	\$ 106,421.96
15-100-000-200	Cash - Construction Fund (PSDLAF)	83.59
	Total Cash	<u>106,505.55</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	(4,477,675.37)
15-157-000-100	Discount on Bonds - Series of 2019	16,587.35
15-157-000-110	OID Amortization - Series of 2019	(1,521.41)
		<u>26,845,052.05</u>
Total Assets		\$ 26,951,557.60

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	-
15-258-000-105	Interest Payable on Bonds - 2019	-
15-258-000-110	Interest Payable on Bonds - Series A of 2019	-
	Total Accounts Payable	<u>-</u>
Long Term Liabilities		
15-261-000-100	General Obligation Bonds- Series of 2014	-
15-261-000-105	General Obligation Bonds- Series of 2019	5,215,000.00
15-261-000-110	General Obligation Bonds- Series A of 2019	4,665,000.00
15-261-000-200	Premium on Bonds - Series of 2014	97,160.00
15-261-000-210	Premium on Bonds - Series A of 2019	132,902.90
15-261-000-250	Accrued Amortization on Bond Premium - 2014	-
15-261-000-260	Accrued Amortiz on Bond Premium - Series of 2019	(14,951.57)
		<u>10,095,111.33</u>
Total Liabilities		10,095,111.33
Equity		
15-272-000-100	Unrestricted Net Assets	16,586,228.36
	Current Period Net Income (Loss)	270,217.91
	Total Equity	<u>16,856,446.27</u>
Total Fund Balance		\$ 16,856,446.27
Total Liabilities & Fund Balance		\$ 26,951,557.60

Upper Uwchlan Township
Sewer Fund
Statement of Revenues and Expenditures
For the Period Ending November 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
15-341-000-000	Interest Earnings	\$ 64.74	\$ 1,000.00	(935.26)	6%
15-342-000-100	Operations Mgmt Agreement Fees - 2014 bonds	-	-	-	#DIV/0!
15-342-000-200	Operations Mgmt Agreement Fees - 2019 bonds	236,741.36	236,744.00	(2.64)	100%
15-342-000-300	Operations Mgmt Agreement Fees - Series A of 2019 (MA)	336,198.37	336,200.00	(1.63)	100%
Total Revenues		\$ 573,004.47	\$ 573,944.00	\$ (939.53)	#DIV/0!
EXPENDITURES					
General					
15-400-000-461	Bank Fees	500.00	800.00	(300.00)	63%
15-400-000-463	Misc Expenses	-	1,000.00	(1,000.00)	0%
15-404-000-100	Legal Fees	-	-	-	#DIV/0!
		500.00	1,800.00	(1,300.00)	0.63
Bond expenses					
15-472-000-100	Bond Interest Expense - Series of 2014	-	-	-	#DIV/0!
15-472-000-105	Bond Interest Expense - Series of 2019	189,512.73	206,744.00	(17,231.27)	92%
15-472-000-110	Bond Interest Expense - Series A of 2019	115,681.72	126,200.00	(10,518.28)	92%
15-472-000-200	Bond Issuance Costs	-	-	-	#DIV/0!
15-472-000-300	Bond Amortization Expense - 2014 Bonds	-	-	-	#DIV/0!
15-472-000-305	Bond Amortization Expense - 2019 Bonds	414.68	829.00	(414.32)	50%
15-472-000-310	Bond Amortization Expense - 2019A Bonds	(3,322.57)	(6,645.00)	3,322.43	50%
Total Debt Expenses		302,286.56	327,128.00	(27,749.55)	#DIV/0!
Other					
15-493-000-083	Depreciation	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
Total Expenditures before Transfers		\$ 302,786.56	\$ 328,928.00	\$ (29,049.55)	92%
Transfers					
15-492-000-010	Transfer to Municipal Authority	-	-	-	#DIV/0!
Total Transfers		-	-	-	#DIV/0!
Total Expenditures and Transfers		302,786.56	328,928.00	(29,049.55)	#DIV/0!
Excess of Revenues over Expenditures		\$ 270,217.91	\$ 245,016.00	\$ 28,110.02	110%

Upper Uwchlan Township
Capital Projects Fund
Balance Sheet
As of November 30, 2021

ASSETS

Cash			
30-100-000-010	Cash - Fulton Bank	\$	738,492.27
30-100-000-020	PSDLAF		5,109.71
30-110-000-100	Fulton Bank - 2019 Bond Proceeds		-
30-110-000-200	Fulton Bank - 2019 Bond Proceeds - ICS		282,612.70
	Total Cash		<u>1,026,214.68</u>

Accounts Receivable			
30-130-000-001	Due from General Fund		-
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>-</u>

Other Current Asset			
30-155-000-000	Prepaid Expenses		-
30-191-000-000	Other Assets		-
	Total Other Current Asset		<u>-</u>

Total Assets	\$	1,026,214.68
---------------------	-----------	---------------------

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		-
30-261-000-100	General Obligation Bonds - Series of 2019		5,020,000.00
30-261-000-150	Premium on GO Bonds - Series of 2019		247,103.30
30-261-000-160	Accrued Amortization - Series of 2019		(24,710.32)
	Total Accounts Payable		<u>5,242,392.98</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	\$	5,242,392.98
--------------------------	-----------	---------------------

Equity			
30-272-000-001	Opening Balance Equity		948,398.39
30-272-000-004	Unrestricted Net Assets		(4,873,413.01)
	Current Period Net Income (Loss)		(291,163.68)
	Total Equity		<u>(4,216,178.30)</u>

Total Fund Balance	\$	(4,216,178.30)
---------------------------	-----------	-----------------------

Total Liabilities & Fund Balance	\$	1,026,214.68
---	-----------	---------------------

Upper Uwchlan Township
Capital Projects Fund
Statement of Revenues and Expenditures
For the Period Ending November 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
30-341-000-000	Interest Earnings	\$ 698.84	\$ 10,000.00	(9,301.16)	7%
30-354-000-010	Grant Revenue - County	-	-	-	#DIV/0!
30-354-000-020	Grant Revenue - State	-	100,000.00	(100,000.00)	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	30,409.00	5,000.00	25,409.00	608%
30-392-000-001	Transfer from General Fund	1,791,446.50	900,000.00	891,446.50	199%
30-392-000-005	Transfer from Solid Waste Fund	100,000.00	100,000.00	-	100%
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	-	-	-	#DIV/0!
30-393-000-400	Other financing sources	-	-	-	#DIV/0!
		1,922,554.34	1,120,800.00	801,754.34	172%
Total Revenues		\$ 1,922,554.34	\$ 1,120,800.00	\$ 801,754.34	172%
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	315.00	-	315.00	#DIV/0!
30-409-002-700	Capital Purchases - Twp Bldg	-	-	-	#DIV/0!
30-409-003-600	Capital Construction - PW Bldg	36,102.00	64,710.00	(28,608.00)	0%
30-409-003-700	Capital Purchases - PW Bldg	2,791.02	-	2,791.02	#DIV/0!
30-409-004-600	Capital Construction - Milford Rd.	-	-	-	#DIV/0!
30-409-004-700	Capital Purchases - Milford Rd.	-	-	-	#DIV/0!
	Total Township	39,208.02	64,710.00	(25,501.98)	61%
Police					
30-410-000-700	Capital Purchases- Police	52,439.21	52,000.00	439.21	101%
	Future Purchase	-	10,000.00	(10,000.00)	0%
		52,439.21	62,000.00	(9,560.79)	85%
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	41,233.30	-	41,233.30	#DIV/0!
30-438-000-701	Capital Purchases - Equipment	93,886.00	146,550.00	(52,664.00)	64%
	Total Public Works	135,119.30	146,550.00	(11,430.70)	#DIV/0!
Roads					
30-502-434-700	Traffic Signals	13,931.67	100,000.00	(86,068.33)	14%
	Little Conestoga Road Crosswalk	-	8,585.00	(8,585.00)	0%
	Lyndell Road Bridge	-	-	-	#DIV/0!
		13,931.67	108,585.00	(94,653.33)	13%

Upper Uwchlan Township
Capital Projects Fund
Statement of Revenues and Expenditures
For the Period Ending November 30, 2021

Parks					
All Parks					
30-454-000-700	Capital Purchases - All Parks	37,049.86	55,361.00	(18,311.14)	67%
Hickory Park					
30-454-001-600	Capital Construction - Hickory		152,800.00	(152,800.00)	0%
30-454-001-700	Capital Purchases - Hickory			-	#DIV/0!
Fellowship Fields					
30-454-002-600	Capital Construction - Fellowship	287,746.50	430,800.00	(143,053.50)	67%
30-454-002-700	Capital Purchases - Fellowship	-		-	#DIV/0!
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	1,420,111.08	1,093,000.00	327,111.08	130%
30-454-004-610	Fund Raising - Upland	-	-	-	#DIV/0!
30-454-004-700	Capital Purchases - Upland			-	#DIV/0!
Village of Eagle Pocket Park					
30-506-000-100	Design	-	-		
30-506-000-600	Capital Construction	-	-	-	#DIV/0!
30-506-000-700	Capital Purchases	-	-	-	#DIV/0!
	Total Parks Capital	1,744,907.44	1,731,961.00	12,946.44	101%
Trails					
30-455-000-650	Grant-Trails/Bridge	-	-	-	#DIV/0!
30-455-000-651	Phase IV-Pk Rd Trail	540.00	-	540.00	#DIV/0!
30-455-000-652	Side Path Project	-	-	-	#DIV/0!
	Total Trails	540.00	-	540.00	#DIV/0!
Debt Service					
30-472-000-100	Interest Expense - Series of 2019	178,291.65	200,550.00	(22,258.35)	89%
30-472-000-200	Cost of Issuance - Series of 2019	-	-	-	#DIV/0!
30-472-000-300	Bond Amortization Expense - Series of 2019	(6,177.58)	(12,355.00)	6,177.42	50%
30-500-471-003	Capital Lease - Principal	53,956.00	53,956.00	-	100%
30-500-472-003	Capital Lease - Interest	1,502.31	1,505.00	(2.69)	100%
	Total Debt Service	227,572.38	243,656.00	(16,083.62)	93%
Village Concept					
30-506-000-100	Design - Village of Eagle	-	-	-	#DIV/0!
30-506-000-600	Construction - Village of Eagle	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
Total Expenditures before Operating Transfers		\$ 2,213,718.02	\$ 2,357,462.00	\$ (143,743.98)	94%
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		\$ (291,163.68)	\$ (1,236,662.00)	\$ 945,498.32	23.54%

Upper Uwchlan Township
Developers Escrow Fund
Balance Sheet
As of November 30, 2021

ASSETS

Cash			
40-100-000-100	Cash - Fulton Bank	\$	145,506.26
	Total Cash		145,506.26
Other Current Assets			
40-130-000-010	Due from General Fund		2,153.82
40-130-000-020	Due from Solid Waste Fund		-
40-130-000-030	Due from Municipal Authority		-
	Total Other Current Assets		2,153.82
	Total Assets	\$	147,660.08

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		-
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		2,193.95
40-248-000-004	Columbia Gas Transmission LLC		8,131.71
40-248-000-005	Chester County - Radio Tower		344.68
40-248-000-006	Executive Land Holdings		(2,931.79)
40-248-000-007	Park Road Townhomes		-
40-248-000-009	Open Community Corp.		(20,197.91)
40-248-000-010	Sunoco Reed Road		4,147.14
40-248-000-011	McHugh		10.19
40-248-000-012	Marsh Lea		(3,594.34)
40-248-000-013	Eagle Pointe		-
40-248-000-014	Grashof		777.37
40-248-000-015	McKee Fetters		1.00
40-248-000-017	Vantage Point Retirement		1,879.18
40-248-000-018	CarSense		-
40-248-000-019	Village at Byers		4,075.58
40-248-000-020	Milford Rd. Associates		0.90
40-248-000-021	Townes at Chester Springs		4,561.65
40-248-000-022	Eagle Village Parking		-
40-248-000-023	Fish Eye		16,744.70
40-248-000-024	Jankowski		-
40-248-000-025	Eagleview Lot 1C		(2,184.44)
40-248-000-026	Lot 1B Maintenance Area		4,699.17
40-248-000-027	122 Oscar Way		(940.03)
40-248-000-028	Commercial 5C		928.65
40-248-000-030	Profound Technologies		4,100.59
40-248-000-031	Windsor Baptist Church		2,328.52
40-248-000-032	Eagle Village Parking Expansion		-
40-248-000-033	Chester Springs Crossing		(3,321.43)
40-248-000-034	Starbucks @ Eaglepoint Village		-
40-248-000-035	The Preserve at Marsh Creek SD		(14,422.61)
40-248-001-032	Gunner Parking Exp Construction		-
40-248-001-035	The Preserve at Marsh Creek Sewer		77,579.43
40-248-000-036	McKee Toll Traffic Impact Fee		63.75
40-248-000-500	Gunner Properties Performance		-
40-248-000-038	Enclave at Chester Springs		1,851.40
40-248-001-038	Enclave at Chester Springs site		55,089.36
40-248-000-039	164 Byers Rd QBD		3,763.95
40-248-000-040	Aurora Greenridge		-
40-248-000-041	Aurora Greenridge		1,076.91
40-248-000-042	DeWees 363 Byers Road		-
40-248-000-043	Black Horse Farm		(95.23)
40-248-000-044	Aecom Technology		1,000.08
	Total Other Current Liabilities		147,662.08
40-258-000-000	Accrued Expenses		-
	Total Liabilities	\$	147,662.08

Equity

40-279-000-000	Opening Balance Equity		(2.00)
	Current Period Net Income (Loss)		-
	Total Equity		(2.00)
	Total Fund Balance	\$	(2.00)
	Total Liabilities & Fund Balance	\$	147,660.08

Upper Uwchlan Township
Developers Escrow Fund
Statement of Revenues and Expenditures
For the Period Ended November 30, 2021

GL Account #	Account Description	2021 YTD Actual	2021 Budget	Over (Under) Budget	Actual as % of Budget
40-341-000-000	Interest Income	\$ 45.56	\$ -	\$ 45.56	-
40-341-000-010	Interest Income - allocated to Developers	(45.56)	-	(45.56)	-
40-392-000-100	Transfer from General Fund	-	-	-	-
		-	-	-	-
	Total Revenue	-	-	-	-
40-400-000-461	Bank Fees	-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
	Total Expenditures	-	-	-	-
	Excess of Revenues over Expenditures	\$ -	\$ -	\$ -	-

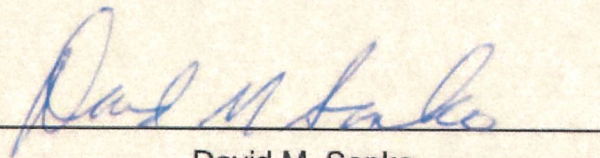
This
Certificate of Service
is hereby presented to
Jamie W. Goncharoff Esq.

in recognition of your 6 years of service as a Supervisor for Upper Uwchlan Township, Chester County .

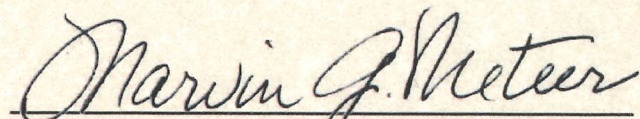
We commend you for your selfless dedication to your community and local government,
as well as your leadership, commitment, and passion for serving your fellow citizens.

Presented by the Pennsylvania State Association of Township Supervisors

December 2021



David M. Sanko
Executive Director



Marvin G. Meter
President



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

ENGINEER'S REPORT – UPPER UWCHLAN TOWNSHIP

Date: December 15, 2021

To: Tony Scheivert - Township Manager
Board of Supervisors

From: David Leh, P.E.

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

Preserve at Marsh Creek (Fetters Property) - Site construction continues. A preconstruction meeting was held for commencement of construction in Phases 2 & 3 of the development. (i.e.- The remainder of the development) Initial construction has now commenced.

Greenridge Road (Toll) – Updated plans are expected shortly for consideration at the Planning Commission's January 13, 2022 meeting with the Conditional Use Hearing to be held on January 18th, 2022

Construction continues at the following developments with no significant issues:

- Byers Station (Parcel 5C) Lot 2A (The Enclave)
- Chester Springs Crossing
- Eagleview (Lot 1C)
- Preserve at Marsh Creek
- Windsor Baptist Church



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

DEVELOPMENT UPDATE – UPPER UWCHLAN TOWNSHIP

Date: December 15, 2021
To: Board of Supervisors
From: David Leh, P.E.

125 Little Conestoga Road (Profound Technologies) – Construction generally complete for the two-story building addition and additional parking areas on this property. There are some final items which still need to be addressed.

260 Moore Road – The applicant has submitted a Conditional Use Application for adaptive reuse of an existing barn on this property to a facility which will contain office space and a coffee shop. The project was reviewed by the Planning Commission and consultants. A staff meeting was held with the Applicant on October 19th to discuss the project in general, as well as the consultants' comments. The Applicant has issued an extension for the holding of their Conditional Use Hearing while they further consider their proposal.

Byers Station (Parcel 5C)- [Villages at Chester Springs] - Home construction is now complete.

Byers Station (Parcel 5C)- [Enclave at Chester Springs] – This is the 55 Unit Townhouse development being constructed by Toll on Lot 2A of Byers Station. Paving for the entire road network has been completed. Grading plans for 42 of the proposed homes have been received.

Byers Station (Lot 6C)- Vantage Point – The Applicant has received Final PRD Approval at the Board of Supervisors April 20th, 2020 meeting for a 36,171 SF, 3 story retirement facility. There has been no new activity on this project.

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. Home sales and construction have been brisk and we have received grading permits for all proposed homes.

Reference: Development Update

File No. 21-01080T
December 15, 2021

Eagleview Lot 1C– This project proposes a 113,000 SF Flex Office building. The Board granted Final Land Development Approval at their November 19th, 2018 meeting. Site and building construction continue.

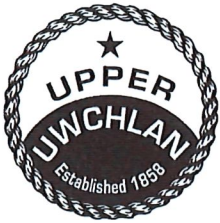
Greenridge Road (Toll) – Toll Brothers has submitted a conditional use application for a 64-unit single family home development which would be located adjacent to the Stonehedge Development. The application has been reviewed by both the Township Consultants and Planning Commission twice, most recently at their November 11th Meeting. No recommendation has been offered to date. Updated plans are expected shortly for consideration at the Planning Commission's January 13, 2022 meeting with the Conditional Use Hearing to be held on January 18th, 2022

Preserve at Marsh Creek (Fetters Property) - The Board granted Final Land Development Approval at their October 16th, 2017 meeting. Site construction continues. A preconstruction meeting was held for commencement of construction in Phases 2 & 3 of the development. (i.e.- The remainder of the development) Initial construction has now commenced. we have received permits applications for 109 building units to date.

QBD Ventures – This project proposes a two-story 4,400 SF office building on an existing residential parcel along Byers Road just east of Graphite Mine Road. The Board granted Preliminary / Final Approval to the plan at their August 16th, 2010. The Applicant has now submitted an updated plan for re-approval. The plans were reviewed by the Planning Commission at their March 11th, 2021 meeting; however, no action was taken. The Applicant has indicated revised plans are forthcoming.

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. A conditional use hearing will be held on January 11, 2022. In addition, as a result of proposed design changes, a revised land development plan approval may be required.

Windsor Baptist Church - The Board granted the Conditional Use at their September 16, 2019 meeting and Final Land Development Approval at their December 21st, 2020 meeting for an approximately 8,664 SF school building addition on the church's property. Construction continues on this project.



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: The Board of Supervisors

FROM: Kathi McGrath *Kathi*
Administrative Assistant

RE: Building/Codes Department Activity Report

DATE: December 3, 2021

=====

Attached, please find the Building Department Activity Report for the month of November, 2021.

Attachments:
Activity Report

/km

UPPER UWCHLAN TOWNSHIP
Permit Analysis
2018-2021

	2018				2019				2020				2021			
	# 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	46	\$ 37,719.22	46	\$ 37,719.22	30	\$17,025.46	30	\$17,025.46	51	\$98,596.00	51	\$98,596.00	94	\$ 87,742.42	94	\$ 87,742.42
Feb	43	\$ 40,684.68	89	\$ 78,406.90	67	\$19,320.64	97	\$36,346.10	44	\$43,487.50	95	\$142,083.50	67	\$ 38,565.98	161	\$ 126,308.40
Mar	43	\$ 36,969.50	132	\$ 115,376.40	57	\$ 36,767.22	154	\$ 73,113.32	53	\$ 54,586.50	148	\$196,670.00	86	\$ 44,724.50	247	\$ 171,032.90
Apr	56	\$ 45,204.94	188	\$ 160,581.34	66	\$ 52,342.10	220	\$ 125,455.42	28	\$ 4,846.10	176	\$201,516.10	88	\$ 79,069.01	335	\$ 250,101.91
May	70	\$ 39,985.36	258	\$ 200,566.70	50	\$ 40,216.60	270	\$ 165,672.02	49	\$ 59,079.84	225	\$260,595.94	75	\$ 44,389.44	410	\$ 294,491.35
Jun	59	\$ 39,179.50	317	\$ 239,746.20	70	\$ 43,304.22	340	\$ 208,976.24	86	\$ 55,369.16	311	\$315,965.10	89	\$ 77,793.00	499	\$ 372,284.35
Jul	67	\$ 16,422.42	384	\$ 256,168.62	58	\$ 37,320.76	398	\$ 246,297.00	69	\$ 39,866.44	380	\$355,831.54	99	\$131,055.84	598	\$ 503,340.19
Aug	55	\$ 34,126.38	439	\$ 290,295.00	67	\$ 90,670.34	465	\$336,967.34	76	\$ 78,302.64	456	\$434,134.18	78	\$ 32,545.19	676	\$ 535,885.38
Sept	55	\$ 47,345.62	494	\$ 337,640.62	61	\$ 13,393.00	522	\$350,360.34	130	\$ 87,003.98	586	\$521,138.16	78	\$ 36,528.88	754	\$ 572,414.26
Oct	60	\$ 46,722.50	554	\$ 384,363.12	48	\$ 42,928.52	570	\$ 393,288.86	73	\$222,281.54	663	\$743,419.70	72	\$ 40,825.00	826	\$ 613,239.26
Nov	45	\$ 34,720.92	599	\$ 419,084.04	36	\$ 10,623.00	606	\$ 403,911.86	71	\$ 21,378.92	734	\$764,798.62	58	\$ 41,691.42	884	\$ 654,930.68
Dec	31	\$18,505.86	630	\$437,589.90	31	\$ 14,788.00	637	\$ 418,699.86	59	\$ 27,730.94	793	\$792,529.56				



NOVEMBER 2021 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: 110

- **Municipal Authority & PA 1-calls**
 - **63 Work orders completed**
 - **Public Works**
 - **14 Work orders completed**
 - **Parks**
 - **4 Work orders completed**
 - **Solid Waste**
 - **19 Work orders completed**
 - **Vehicles and Equipment (All Depts.)**
 - **10 Work orders completed**
-
- **Patching of potholes**
 - **Street sweeping was done as necessary**
 - **Repaired door jambs on pump stations**
 - **Hauled loads of base repair asphalt to Cedar Hollow Recycling to be recycled.**

- Decorated Upland Farms for the Holidays
- Cleared out pipes under Krauser Road
- Completed fence repairs at sewer plants and spray fields
- Mowing continued until November 12th
- Received salt deliveries and mixed some with anti-skid material
- Prepared all trucks for snow season and checked all equipment. Then made any necessary repairs.
- Completed Generator servicing
- Adjusted manhole rings for plow safety at various locations
- Restored Hickory Park trails that were damaged by storms this summer
- Used Vac Truck on various inlets throughout the Township
- Tree trimming for sight distance at intersections
- Called out once for a tree on the road.
- Sign replacements at various locations
- Refilled hand sanitizer stations and cleaned all Parks.
- Cleared inlets on multiple roadways throughout the Township.
- Toter swaps and deliveries were done as requested.
- Serviced Police vehicles
- Preventive maintenance, repairs, and Pa State Inspections
- PA 1-Calls were responded to as they came in.

Bids:

- None

Road Dedications:

- **Dominic**
- **Radek**
- **Emmet**

Workforce

- **The Public Works crew completed various safety classes and policy review testing through the Power DMS system, LTAP, and DVIT.**
- **Josh took a class at GL Sayer on Peterbuilt engine diagnostics**

Respectfully submitted,

**Michael G. Heckman
Director of Public Works
Upper Uwchlan Township**



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: The Board of Supervisors

FROM: Gwen Jonik, Township Secretary

RE: Ordinance Amendment: Establish Popjoy Lane Speed Limit, Stop Sign Intersections, and Parking Restrictions

DATE: November 23, 2021

The Board is requested to **adopt** the attached Ordinance which amends Chapter 176 – Vehicles and Traffic of the Township Codes to add the speed limit, stop sign intersections and parking restrictions for Popjoy Lane in the Marsh Lea development.

The Ordinance was duly advertised in the December 6 and December 13, 2021 editions of the Daily Local News.



UPPER UWCHLAN TOWNSHIP

Chester County, Pennsylvania

ORDINANCE # _____

WHEREAS, Upper Uwchlan Township has the right and responsibility to regulate speed limits on roads within the Township of Upper Uwchlan, designating certain street intersections as "Stop Sign" Intersections, pursuant to the provisions of the Pennsylvania Motor Vehicle Code, and designating stopping, standing or parking restrictions on certain roads within the Township,

WHEREAS, Upper Uwchlan Township has taken dedication of the entire roadway in Marsh Lea – Popjoy Lane,

THEREFORE, the Township of Upper Uwchlan amends Ordinance #06-01 as follows:

Chapter 176-1.A. "Stop Intersections" by adding the following:

- Stop Sign on Popjoy Lane at Intersection of Little Conestoga Road (2)

Chapter 176-3.A. "Speed Limits" by adding the following:

- Popjoy Lane shall be 25 MPH

Chapter 176-6.A. "Parking, stopping and standing restrictions" by adding the following:

- Popjoy Lane in its entirety

ENACTED and ORDAINED this _____ day of _____, 2021.

UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS

Sandra M. D'Amico, Chairperson

Jamie W. Goncharoff, Vice-Chairperson

ATTEST:

Gwen A. Jonik, Township Secretary

Jennifer F. Baxter, Member

LAND DEVELOPMENT AGREEMENT

THE PRESERVE AT MARSH CREEK – PHASE 2 **SITE IMPROVEMENTS**

THIS LAND DEVELOPMENT AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 2021, 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, formerly 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 2 of the Subdivision/Development, which includes 82 villa dwelling units (“Phase 2”), together with such other permits as are necessary to undertake and complete all of the Phase 2 Secured Improvements, and Developer desires to post the Phase 2 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 2 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 2 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 2 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 2.
- (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 2 Secured Improvements" shall mean all those Phase 2 Improvements for which the Phase 2 Financial Security is provided or to which the Phase 2 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 Phase 2 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 2 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 2 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 2 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 2 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 2 Improvements.**

- A. Developer, at its sole expense, shall layout, construct, install, and/or otherwise complete the Phase 2 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 Phase 2 Improvements referred to herein, in connection with this Project shall be commenced until:
 - (1) This Agreement is duly signed and delivered;

- (2) Phase 2 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
 - (3) 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 2 of the Project.
- D. The Phase 2 Secured Improvements shall be completed on or before the date occurring three (3) years from the date of this Agreement. Upon written request of Developer and approval of the Township the Completion Date may be extended from time to time, provided that (i) Developer's written request is received by the Board of Supervisors not less than twenty (20) days prior to the then-current completion date, and (ii) the Financial Security is also extended so that it continues valid and effective for all purposes thereof to a date occurring at least sixty (60) days after the extended completion date. Such times shall be of the essence.
- E. Developer shall be solely responsible, at its sole cost and expense, for the repair and maintenance of all Phase 2 Improvements during and after construction thereof, provided however, that in the case of Phase 2 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 2 Improvements as provided under Section 5 below, and in the case of Phase 2 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 2 Improvements" shall mean, without limitation, keeping the Phase 2 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 2 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 2 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 2 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 2 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 2 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 2 Financial Security for such costs, expenses and fees (notwithstanding that the amount of the Phase 2 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 2 Secured Improvements.**

- A. Developer shall deposit with the Township or otherwise establish the Phase 2 Financial Security all in accordance with and pursuant to the terms and conditions of this Section 3 and the Phase 2 Financial Security Agreement. Unless and until the Phase 2 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 2 of the Subject Land Development, shall be issued by the Township.
- B. The Phase 2 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 2 Secured Improvements in accordance with and pursuant to the Phase 2 Financial Security Agreement. The Phase 2 Financial Security shall be of such type as more fully and further provided in and by the Phase 2 Financial Security Agreement.
- C. The initial amount of the Phase 2 Financial Security shall be Two Million Nine Hundred Sixty Thousand Six Hundred Seventy Three and 89/100 Dollars (\$2,960,673.89) 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 2 Financial Security shall be subject to such increase, adjustment and reduction as provided in and by the Phase 2 Financial Security Agreement.

4. **Dedication.**

- A. Developer, at its expense, hereby offers to dedicate the following to the Township in Phase 2 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) that portion of Appaloosa Road in Phase 2 from centerline Station 18+47.57 to end Station 38+31.39 (length of 1983.82 l.f.) to the full ultimate right-of-way width thereof;; and (b) Comanche Street to the full ultimate right-of-way width and length thereof; together

with all road and other Improvements (including, without limitation, stormwater management facilities) as shall be constructed, installed, or otherwise completed in, under, or upon said streets or roads in accordance with and pursuant to the Plans and this Agreement;

- (2) All portions of Phase 2 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 2; and
 - (4) Any or all other facilities specified to be dedicated to the Township in Phase 2 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 2 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 2 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 2 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 2 Improvements, the structural integrity and proper functioning of each such dedicated Phase 2 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 2 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 2 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 2 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 2 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 2 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 2 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 2 Improvements in accordance with the terms, conditions and requirements of Section 2; and (ii) with respect to incomplete Phase 2 Secured Improvements, obtain payment to it, or its order, of all or any part of the Phase 2 Financial Security and/or to otherwise enforce the Phase 2 Financial Security in order to pay for the costs of such completion and related costs, expenses and fees. If the proceeds of the Phase 2 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 2 Improvements, together with related costs, expenses and fees, the Township, at its option, shall have the right to complete part of the Phase 2 Improvements and to institute appropriate legal and/or equitable actions against Developer to recover monies necessary to complete the remainder of the incomplete Phase 2 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 2 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 2 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 2 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 2 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 2 Financial Security Agreement, shall have the right to recover, from and under the Phase 2 Financial Security, the costs, expenses and fees, described in Subsection A above, notwithstanding that the amount of the Phase 2 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 2 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 2 Financial Security, the Phase 2 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 2 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 2 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. **Developer.** In the event Developer consists of more than one person or entity, the obligations and liabilities hereunder of each such persons and entities shall be joint and several, and the word "Developer" shall mean all or some or any of them.
- C. **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.
- D. **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 2 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.
- E. **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.
- F. **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.

- G. **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.
- H. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the Phase 2 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.
- I. **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: _____
Sandra D'Amico, Chairperson



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 _____, 2021, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Sandra D'Amico, who acknowledged herself to be the Chairperson of the Board of Supervisors of Upper Uwchlan Township, and that she, 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 ~~DELAWARE~~ *Chester* :

On this 24th day of November, 2021, 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.

Kathleen C. Hopta
Notary Public

My Commission Expires: 9-23-24

Commonwealth of Pennsylvania - Notary Seal
KATHLEEN C HOPTA - Notary Public
Chester County
My Commission Expires September 23, 2024
Commission Number 1375764

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF ~~DELAWARE~~ *Chester* : *SS.*

On this *24th* day of *November*, 2021, 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.

Kathleen C Hopta

Notary Public

My Commission Expires: *9-23-24*

Commonwealth of Pennsylvania - Notary Seal
KATHLEEN C HOPTA - Notary Public
Chester County
My Commission Expires September 23, 2024
Commission Number 1375764

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"

PHASE 2 SECURED IMPROVEMENTS

ESCROW STATUS REPORT

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

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: The Preserve at Marsh Creek (Phase 2)

PROJECT NUMBER: 14-12031T

PROJECT SPONSOR: McKee-Milford Associates, LP

MUNICIPALITY: Upper Uwchlan Township

TOTAL CONSTRUCTION (100%) = \$ 2,691,521.72
TOWNSHIP CONTINGENCY (10%) = \$ 269,152.17

GRAND TOTAL ESCROWED = \$ 2,960,673.89

RELEASE NO.: 0
REQUEST DATE:

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
A. CLEARING & GRUBBING											
Clearing and Grubbing	LS	1.00	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	1	\$ 10,000.00	
SUBTOTAL ITEM A				\$ 10,000.00		\$ -		\$ -		\$ 10,000.00	
B. EROSION & SEDIMENT CONTROLS										\$ -	
orange construction fence at bio-basin 1A & 1B	LF	751	\$ 2.00	\$ 1,502.00		\$ -		\$ -	751	\$ 1,502.00	
tree protection/LOD fence	LF	1122	\$ 2.00	\$ 2,244.00		\$ -		\$ -	1,122	\$ 2,244.00	
12" compost sock	LF	568	\$ 4.00	\$ 2,272.00		\$ -		\$ -	568	\$ 2,272.00	
32" compost sock	LF	150	\$ 15.00	\$ 2,250.00		\$ -		\$ -	150	\$ 2,250.00	
18" silt fence	LF	1918	\$ 1.50	\$ 2,877.00		\$ -		\$ -	1,918	\$ 2,877.00	
temp. seed, straw and tack	SF	97370	\$ 0.05	\$ 4,868.50		\$ -		\$ -	97,370	\$ 4,868.50	
inlet protection / asphalt berm	EA	27	\$ 100.00	\$ 2,700.00		\$ -		\$ -	27	\$ 2,700.00	
stone filter berm	EA	5	\$ 600.00	\$ 3,000.00		\$ -		\$ -	5	\$ 3,000.00	
temp access road to phase 3 for overburden	SY	1000	\$ 8.45	\$ 8,450.00		\$ -		\$ -	1,000	\$ 8,450.00	
S-75 erosion blanket w/seed	SF	52622	\$ 0.20	\$ 10,524.40		\$ -		\$ -	52,622	\$ 10,524.40	
C-125 matting in swales 1A, 1B, 1C & 1D	SF	3000	\$ 3.25	\$ 9,750.00		\$ -		\$ -	3,000	\$ 9,750.00	
basin 5 skimmer	EA	1	\$ 1,150.00	\$ 1,150.00		\$ -		\$ -	1	\$ 1,150.00	
Tire Scrubber	EA	2	\$ 2,750.00	\$ 5,500.00		\$ -		\$ -	2	\$ 5,500.00	
SEDIMENT BASIN #5											
strip topsoil	CY	819	\$ 2.00	\$ 1,638.00		\$ -		\$ -	819	\$ 1,638.00	
cut / fill / compact - key trench	CY	395	\$ 4.50	\$ 1,777.50		\$ -		\$ -	395	\$ 1,777.50	
cut / fill / compact	CY	123	\$ 3.40	\$ 418.20		\$ -		\$ -	123	\$ 418.20	
fill / compact from bio-basin 1-A	CY	1519	\$ 0.90	\$ 1,367.10		\$ -		\$ -	1,519	\$ 1,367.10	
grade basin	CY	2523	\$ 0.35	\$ 883.05		\$ -		\$ -	2,523	\$ 883.05	
respread topsoil to berms	CY	790	\$ 5.25	\$ 4,147.50		\$ -		\$ -	790	\$ 4,147.50	
outlet structure	EA	1	\$ 3,250.00	\$ 3,250.00		\$ -		\$ -	1	\$ 3,250.00	
temp 30" riser with trash rack	EA	1	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -	1	\$ 2,000.00	
14" X 23" ERCP	LF	305	\$ 110.00	\$ 33,550.00		\$ -		\$ -	305	\$ 33,550.00	
stone backfill	TN	24	\$ 19.00	\$ 456.00		\$ -		\$ -	24	\$ 456.00	
type M inlet top - 42" X 48"	EA	3	\$ 4,250.00	\$ 12,750.00		\$ -		\$ -	3	\$ 12,750.00	
temporary pavement restoration - Milford Rd.	SY	60	\$ 36.00	\$ 2,160.00		\$ -		\$ -	60	\$ 2,160.00	
line painting	LS	1	\$ 650.00	\$ 650.00		\$ -		\$ -	1	\$ 650.00	
traffic control	LS	1	\$ 5,500.00	\$ 5,500.00		\$ -		\$ -	1	\$ 5,500.00	
S-75 erosion control blanket with seed	SF	20524	\$ 0.20	\$ 4,104.80		\$ -		\$ -	20,524	\$ 4,104.80	
turf stone pavers - emergency spillway	SF	1119	\$ 18.50	\$ 20,701.50		\$ -		\$ -	1,119	\$ 20,701.50	

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
perm. seed, straw, mulch and tack	SF	820	\$ 0.10	\$ 82.00		\$ -		\$ -	820	\$ 82.00	
orange construction fence	LF	601	\$ 2.00	\$ 1,202.00		\$ -		\$ -	601	\$ 1,202.00	
ANGO - Red October Big Bluestem - plugs	EA	400	\$ 3.85	\$ 1,540.00		\$ -		\$ -	400	\$ 1,540.00	
CAP - Marsh Marigold - plugs	EA	400	\$ 3.85	\$ 1,540.00		\$ -		\$ -	400	\$ 1,540.00	
JUE - Soft Rush - plugs	EA	470	\$ 3.85	\$ 1,809.50		\$ -		\$ -	470	\$ 1,809.50	
EUGL - Dwarf Joe Pye Weed - plugs	EA	530	\$ 3.85	\$ 2,040.50		\$ -		\$ -	530	\$ 2,040.50	
LOC - Cardinal Flower - plugs	EA	570	\$ 3.85	\$ 2,194.50		\$ -		\$ -	570	\$ 2,194.50	
SCV - Soft Stem Bullrush - plugs	EA	580	\$ 3.85	\$ 2,233.00		\$ -		\$ -	580	\$ 2,233.00	
mulch bed (297 sf at 6" thick)	CY	6	\$ 40.00	\$ 240.00		\$ -		\$ -	6	\$ 240.00	
river rock ring at storm inlet	EA	1	\$ 1,725.00	\$ 1,725.00		\$ -		\$ -	1	\$ 1,725.00	
Convert Basin	LS	1	\$ 45,000.00	\$ 45,000.00		\$ -		\$ -	1	\$ 45,000.00	
BIO-RETENTION BASIN # 1-A											
strip topsoil	CY	916.00	\$ 2.00	\$ 1,832.00		\$ -		\$ -	916	\$ 1,832.00	
cut / fill / compact	CY	10.00	\$ 3.40	\$ 34.00		\$ -		\$ -	10	\$ 34.00	
cut to sediment basin 5	CY	1519.00	\$ 2.50	\$ 3,797.50		\$ -		\$ -	1,519	\$ 3,797.50	
cut / export to phase 3	CY	4616.00	\$ 6.50	\$ 30,004.00		\$ -		\$ -	4,616	\$ 30,004.00	
grade basin	SY	2747.00	\$ 0.35	\$ 961.45		\$ -		\$ -	2,747	\$ 961.45	
respread topsoil to berms	CY	916.00	\$ 5.25	\$ 4,809.00		\$ -		\$ -	916	\$ 4,809.00	
outlet structure	EA	1.00	\$ 4,850.00	\$ 4,850.00		\$ -		\$ -	1	\$ 4,850.00	
24" HDPE outflow pipe	LF	40.00	\$ 65.00	\$ 2,600.00		\$ -		\$ -	40	\$ 2,600.00	
S-75 erosion control blanket with seed	SF	13211	\$ 0.20	\$ 2,642.20		\$ -		\$ -	13,211	\$ 2,642.20	
perm. seed, straw, mulch and tack	SF	2868	\$ 0.10	\$ 286.80		\$ -		\$ -	2,868	\$ 286.80	
LOC - Cardinal Flower - plugs	EA	215	\$ 3.85	\$ 827.75		\$ -		\$ -	215	\$ 827.75	
CAV - Fox Sedge - plugs	EA	530	\$ 3.85	\$ 2,040.50		\$ -		\$ -	530	\$ 2,040.50	
ASI - Swamp Milkweed - plugs	EA	590	\$ 3.85	\$ 2,271.50		\$ -		\$ -	590	\$ 2,271.50	
CHL - Northern Sea Oats - plugs	EA	650	\$ 3.85	\$ 2,502.50		\$ -		\$ -	650	\$ 2,502.50	
PAVN - Northwind Switch Grass - plugs	EA	760	\$ 3.85	\$ 2,926.00		\$ -		\$ -	760	\$ 2,926.00	
COP - Swamp Tickseed - plugs	EA	805	\$ 3.85	\$ 3,099.25		\$ -		\$ -	805	\$ 3,099.25	
IRV - Blue Flag Iris - plugs	EA	830	\$ 3.85	\$ 3,195.50		\$ -		\$ -	830	\$ 3,195.50	
PAVH - Heavy Metal Switch Grass - plugs	EA	1160	\$ 3.85	\$ 4,466.00		\$ -		\$ -	1,160	\$ 4,466.00	
CAS - Tussock Sedge - plugs	EA	2030	\$ 3.85	\$ 7,815.50		\$ -		\$ -	2,030	\$ 7,815.50	
mulch bed (552 sf at 6" thick)	CY	10	\$ 40.00	\$ 400.00		\$ -		\$ -	10	\$ 400.00	
river rock ring at storm inlet	EA	2	\$ 1,725.00	\$ 3,450.00		\$ -		\$ -	2	\$ 3,450.00	
Convert Basin	LS	1	\$ 25,000.00	\$ 25,000.00		\$ -		\$ -	1	\$ 25,000.00	
BIO-RETENTION BASIN # 1-B											
15" RCP, class III	LF	121	\$ 62.00	\$ 7,502.00		\$ -		\$ -	370	\$ 1,424.50	
ASI - Swamp Milkweed - plugs	EA	370	\$ 3.85	\$ 1,424.50		\$ -		\$ -	400	\$ 1,540.00	
EUGL - Dwarf Joe Pye Weed - plugs	EA	400	\$ 3.85	\$ 1,540.00		\$ -		\$ -	560	\$ 2,156.00	
COP - Swamp Tickseed - plugs	EA	560	\$ 3.85	\$ 2,156.00		\$ -		\$ -	760	\$ 2,926.00	
PAVH - Heavy Metal Switch Grass - plugs	EA	760	\$ 3.85	\$ 2,926.00		\$ -		\$ -	1,040	\$ 4,004.00	
ANGO - Red October Big Bluestem - plugs	EA	1040	\$ 3.85	\$ 4,004.00		\$ -		\$ -	14	\$ 560.00	
mulch bed (743 sf at 6" thick)	CY	14	\$ 40.00	\$ 560.00		\$ -		\$ -	4	\$ 6,900.00	
river rock ring at storm inlet	EA	4	\$ 1,725.00	\$ 6,900.00		\$ -		\$ -	1	\$ 5,000.00	
Convert Basin	LS	1	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -			
				\$ 353,872.00		\$ -		\$ -		\$ 353,872.00	
SUBTOTAL ITEM B											
C. EARTHWORK											
strip topsoil - within phase	CY	9026	\$ 2.00	\$ 18,052.00		\$ -		\$ -	9,026	\$ 18,052.00	
strip topsoil - phase 3 for stockpile	CY	3227	\$ 2.50	\$ 8,067.50		\$ -		\$ -	3,227	\$ 8,067.50	
cut / fill / compact	CY	11195	\$ 3.25	\$ 36,383.75		\$ -		\$ -	11,195	\$ 36,383.75	
respread topsoil to open space	CY	4980	\$ 4.25	\$ 21,165.00		\$ -		\$ -	4,980	\$ 21,165.00	
respread topsoil to islands	CY	206	\$ 19.00	\$ 3,914.00		\$ -		\$ -	206	\$ 3,914.00	
permanent seed, mulch and tack open spaces	SF	87390	\$ 0.10	\$ 8,739.00		\$ -		\$ -	87,390	\$ 8,739.00	

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
SUBTOTAL ITEM C				\$ 96,321.25		\$ -		\$ -		\$ 96,321.25	
D. STORM SEWER											
tie-into existing storm structures	EA	4	\$ 1,250.00	\$ 5,000.00		\$ -		\$ -	4	\$ 5,000.00	
15" HDPE - 0 to 8'	LF	750	\$ 44.00	\$ 33,000.00		\$ -		\$ -	750	\$ 33,000.00	
18" HDPE - 0 to 8'	LF	441	\$ 48.00	\$ 21,168.00		\$ -		\$ -	441	\$ 21,168.00	
18" HDPE - 8 to 12'	LF	174	\$ 51.00	\$ 8,874.00		\$ -		\$ -	174	\$ 8,874.00	
24" HDPE - 12 to 16'	LF	547	\$ 60.00	\$ 32,820.00		\$ -		\$ -	547	\$ 32,820.00	
24" HDPE - 16 to 20'	LF	40	\$ 70.00	\$ 2,800.00		\$ -		\$ -	40	\$ 2,800.00	
30" HDPE - 0 to 8'	LF	249	\$ 76.00	\$ 18,924.00		\$ -		\$ -	249	\$ 18,924.00	
30" HDPE - 8 to 12'	LF	205	\$ 78.00	\$ 15,990.00		\$ -		\$ -	205	\$ 15,990.00	
15" RCP, class III 0 to 8'	LF	155	\$ 52.00	\$ 8,060.00		\$ -		\$ -	155	\$ 8,060.00	
type C storm inlet - 24 X 45" - 0 to 8'	EA	18	\$ 2,850.00	\$ 51,300.00		\$ -		\$ -	18	\$ 51,300.00	
type C storm inlet - 24 X 45" - 8 to 12'	EA	1	\$ 3,875.00	\$ 3,875.00		\$ -		\$ -	1	\$ 3,875.00	
type C storm inlet - 24 X 45" - 12 to 16'	EA	2	\$ 5,000.00	\$ 10,000.00		\$ -		\$ -	2	\$ 10,000.00	
type C storm inlet - 24 X 45" - 16 to 20'	EA	1	\$ 7,500.00	\$ 7,500.00		\$ -		\$ -	1	\$ 7,500.00	
type C storm inlet - 42 X 48" - 12 to 16'	EA	2	\$ 5,750.00	\$ 11,500.00		\$ -		\$ -	2	\$ 11,500.00	
type C storm inlet - 42 X 48" - 16 to 20'	EA	2	\$ 7,000.00	\$ 14,000.00		\$ -		\$ -	2	\$ 14,000.00	
type C storm inlet - 48 X 54" - 16 to 20'	EA	1	\$ 8,500.00	\$ 8,500.00		\$ -		\$ -	1	\$ 8,500.00	
type M storm inlet - 24 X 45" - 0 to 8'	EA	5	\$ 2,500.00	\$ 12,500.00		\$ -		\$ -	5	\$ 12,500.00	
trench work/over excavation & back-fill	EA	285	\$ 5.00	\$ 1,425.00		\$ -		\$ -	285	\$ 1,425.00	
18" D. W. end wall	EA	3	\$ 1,450.00	\$ 4,350.00		\$ -		\$ -	3	\$ 4,350.00	
R-4 rip-rap aprons	TN	24	\$ 48.00	\$ 1,152.00		\$ -		\$ -	24	\$ 1,152.00	
SUBTOTAL ITEM D				\$ 272,738.00		\$ -		\$ -		\$ 272,738.00	
E. PAVING & CONCRETE WORK											
CONCRETE											
Belgian Block Curb	LF	6733	\$ 19.00	\$ 127,927.00		\$ -		\$ -	6,733	\$ 127,927.00	
Curb Seal	LF	6733	\$ 0.50	\$ 3,366.50		\$ -		\$ -	6,733	\$ 3,366.50	
Mountable Curb	LF	249	\$ 20.00	\$ 4,980.00		\$ -		\$ -			
Grade & Stone	LF	6733	\$ 4.00	\$ 26,932.00		\$ -		\$ -			
4' Wide Sidewalk (4" Depth)	SF	7390	\$ 5.25	\$ 38,797.50		\$ -		\$ -	7,390	\$ 38,797.50	
Driveway Apron (6" Depth)	EA	18	\$ 3,200.00	\$ 57,600.00		\$ -		\$ -	18	\$ 57,600.00	
Handicap Ramp ADA Matting	EA	11	\$ 450.00	\$ 4,950.00		\$ -		\$ -	11	\$ 4,950.00	
PAVEMENT											
Preparation for Paving	SY	10585	\$ 1.25	\$ 13,231.25		\$ -		\$ -	10,585	\$ 13,231.25	
2A Compacted Stone (5" Depth)	SY	10585	\$ 6.75	\$ 71,448.75		\$ -		\$ -	10,585	\$ 71,448.75	
25mm Base Course (5" Depth)	SY	10585	\$ 22.50	\$ 238,162.50		\$ -		\$ -	10,585	\$ 238,162.50	
19mm Binder Course (3" Depth)	SY	10585	\$ 15.00	\$ 158,775.00		\$ -		\$ -	10,585	\$ 158,775.00	
Sweep and Tack for Wearing Course	SY	10585	\$ 0.73	\$ 7,727.05		\$ -		\$ -	10,585	\$ 7,727.05	
9.5mm Wearing Course (1.5" Depth)	SY	10585	\$ 8.50	\$ 89,972.50		\$ -		\$ -	10,585	\$ 89,972.50	
WALKING TRAIL											
Excavate	CY	245	\$ 15.00	\$ 3,675.00		\$ -		\$ -	245	\$ 3,675.00	
Fine Grade and Compaction	SY	1095	\$ 2.50	\$ 2,737.50		\$ -		\$ -	1,095	\$ 2,737.50	
Class 4 Fabric	SY	1095	\$ 4.00	\$ 4,380.00		\$ -		\$ -	1,095	\$ 4,380.00	
2A Modified Base (6" Depth)	SY	1095	\$ 10.00	\$ 10,950.00		\$ -		\$ -	1,095	\$ 10,950.00	
19mm Binder Course (2" Depth)	SY	985	\$ 20.00	\$ 19,700.00		\$ -		\$ -	985	\$ 19,700.00	
9.5mm Wearing Course (1.5" Depth)	SY	870	\$ 21.00	\$ 18,270.00		\$ -		\$ -	870	\$ 18,270.00	
Topsoil and Seed Edges of Walking Path	LF	2010	\$ 1.50	\$ 3,015.00		\$ -		\$ -	2,010	\$ 3,015.00	

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	QUANTITY	TOTAL AMOUNT	PERCENT
CONSTRUCTION ITEMS				\$ 906,597.55		\$ -		\$ -		\$ 906,597.55	
SUBTOTAL ITEM E											
F. OFF-SITE ROAD IMPROVEMENTS (SITE FRONTAGE)											
sawcut asphalt	LF	1051	\$ 2.50	\$ 2,627.50		\$ -		\$ -	1,051	\$ 2,627.50	
strip topsoil - export to site	CY	459	\$ 15.00	\$ 6,885.00		\$ -		\$ -	459	\$ 6,885.00	
box out roadway	CY	643	\$ 19.00	\$ 12,217.00		\$ -		\$ -	643	\$ 12,217.00	
grade	SY	1495	\$ 0.50	\$ 747.50		\$ -		\$ -	1,495	\$ 747.50	
respread topsoil	CY	498	\$ 21.00	\$ 10,458.00		\$ -		\$ -	498	\$ 10,458.00	
grade, seed, straw, mulch and tack	SF	13452	\$ 0.10	\$ 1,345.20		\$ -		\$ -	13,452	\$ 1,345.20	
15" HDPE - 0 to 8'	LF	947	\$ 55.00	\$ 52,085.00		\$ -		\$ -	947	\$ 52,085.00	
18" HDPE - 0 to 8'	LF	205	\$ 63.00	\$ 12,915.00		\$ -		\$ -	205	\$ 12,915.00	
24" HDPE - 0 to 8'	LF	203	\$ 75.50	\$ 15,326.50		\$ -		\$ -	203	\$ 15,326.50	
type C inlet - 24" X 45" - 0 to 8'	EA	1	\$ 3,850.00	\$ 3,850.00		\$ -		\$ -	1	\$ 3,850.00	
type C inlet - 42" X 48" - 0 to 8'	EA	1	\$ 4,750.00	\$ 4,750.00		\$ -		\$ -	1	\$ 4,750.00	
type M inlet - 24" X 45" - 0 to 8'	EA	6	\$ 3,500.00	\$ 21,000.00		\$ -		\$ -	6	\$ 21,000.00	
24" D. W. end wall	EA	1	\$ 1,700.00	\$ 1,700.00		\$ -		\$ -	1	\$ 1,700.00	
R-3 rip-rap apron	TN	24	\$ 52.00	\$ 1,248.00		\$ -		\$ -	24	\$ 1,248.00	
storm full stone backfill	TN	104	\$ 19.00	\$ 1,976.00		\$ -		\$ -	104	\$ 1,976.00	
stone safety slope	LF	1051	\$ 5.00	\$ 5,255.00		\$ -		\$ -	1,051	\$ 5,255.00	
joint seal	LF	2117	\$ 0.50	\$ 1,058.50		\$ -		\$ -	2,117	\$ 1,058.50	
mill roadway notch	LF	1051	\$ 9.00	\$ 9,459.00		\$ -		\$ -	1,051	\$ 9,459.00	
fine grade and compact roadway	SY	735	\$ 7.00	\$ 5,145.00		\$ -		\$ -	735	\$ 5,145.00	
5" of compacted 2-A modified stone	SY	735	\$ 11.00	\$ 8,085.00		\$ -		\$ -	735	\$ 8,085.00	
5" of 25mm base macadam	SY	735	\$ 39.00	\$ 28,665.00		\$ -		\$ -	735	\$ 28,665.00	
3" of 19mm binder macadam	SY	735	\$ 27.00	\$ 19,845.00		\$ -		\$ -	735	\$ 19,845.00	
1.5" mill of existing	SY	1105	\$ 9.00	\$ 9,945.00		\$ -		\$ -	1,105	\$ 9,945.00	
sweep & tack	SY	1740	\$ 1.00	\$ 1,740.00		\$ -		\$ -	1,740	\$ 1,740.00	
1.5" of 9.5mm top coating	SY	1740	\$ 10.00	\$ 17,400.00		\$ -		\$ -	1,740	\$ 17,400.00	
line painting	LS	1	\$ 10,500.00	\$ 10,500.00		\$ -		\$ -	1	\$ 10,500.00	
traffic control - devices	LS	1	\$ 9,500.00	\$ 9,500.00		\$ -		\$ -	1	\$ 9,500.00	
traffic control along roadway	LS	1	\$ 28,500.00	\$ 28,500.00		\$ -		\$ -	1	\$ 28,500.00	
SUBTOTAL ITEM F				\$ 304,228.20		\$ -		\$ -		\$ 304,228.20	
G. SURVEYING											
Contractor Layout	LS	1	\$ 70,000.00	\$ 70,000.00		\$ -		\$ -	1	\$ 70,000.00	
Final Basin As-Built	LS	1	\$ 14,000.00	\$ 14,000.00		\$ -		\$ -	1	\$ 14,000.00	
Iron Pins & Monuments	EA	1	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -	1	\$ 3,000.00	
SUBTOTAL ITEM G				\$ 87,000.00		\$ -		\$ -		\$ 87,000.00	
H. LANDSCAPING & LIGHTING											
LIGHTING											
Lumenerea LE3 - 56L - WW	EA	11	\$ 5,000.00	\$ 55,000.00		\$ -		\$ -	11	\$ 55,000.00	
Lumenerea LE3 - 84L - WW	EA	1	\$ 5,250.00	\$ 5,250.00		\$ -		\$ -	1	\$ 5,250.00	
LANDSCAPING											
Shrubs (24" to 30" Height)	EA	415	\$ 50.00	\$ 20,750.00		\$ -		\$ -	415	\$ 20,750.00	
Trees (7" to 8' Height)	EA	170	\$ 350.00	\$ 59,500.00		\$ -		\$ -	170	\$ 59,500.00	
Trees (8' to 10' Height) EVERGREENS	EA	132	\$ 250.00	\$ 33,000.00		\$ -		\$ -	132	\$ 33,000.00	
Deciduous Trees (2.5" to 3" Caliper)	EA	132	\$ 450.00	\$ 59,400.00		\$ -		\$ -	132	\$ 59,400.00	
SUBTOTAL ITEM H				\$ 232,900.00		\$ -		\$ -		\$ 232,900.00	

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
I. MISCELLANEOUS											
Line Striping	LS	1	\$ 4,000.00	\$ 4,000.00		\$ -		\$ -	1	\$ 4,000.00	
Signs (Regulatory & Street)	EA	30	\$ 200.00	\$ 6,000.00		\$ -		\$ -	30	\$ 6,000.00	
Mailboxes	EA	8	\$ 1,000.00	\$ 8,000.00		\$ -		\$ -	8	\$ 8,000.00	
Remove Emergency Access	LS	1	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	1	\$ 5,000.00	
RETAINING WALLS AND FENCES											
Excavate for Retaining Wall	LF	190	\$ 4.50	\$ 855.00		\$ -		\$ -	190	\$ 855.00	
Retaining Walls (TOTAL)	SF	739	\$ 25.00	\$ 18,475.00		\$ -		\$ -	739	\$ 18,475.00	
Retaining Wall Fence Sleeves	EA	26	\$ 100.00	\$ 2,600.00		\$ -		\$ -	26	\$ 2,600.00	
Retaining Wall Fence	LF	200	\$ 26.50	\$ 5,300.00		\$ -		\$ -	200	\$ 5,300.00	
10' Double Wide Gate	EA	3	\$ 800.00	\$ 2,400.00		\$ -		\$ -	3	\$ 2,400.00	
3 Rail Fence with Wire (Bio Basin 1l)	LF	550	\$ 18.00	\$ 9,900.00		\$ -		\$ -	550	\$ 9,900.00	
3 Rail Fence with Wire (Basin 5l)	LF	785	\$ 18.00	\$ 14,130.00		\$ -		\$ -	785	\$ 14,130.00	
OFF-SITE IMPROVEMENTS (MILFORD & LITTLE CONESTOGA)											
Grading and Site Preparation	LS	1	\$ 17,000.00			\$ -		\$ -	409	\$ 3,067.50	
2A Compacted Stone (6" Depth)	SY	409	\$ 7.50	\$ 3,067.50		\$ -		\$ -	409	\$ 9,202.50	
25mm Base Course (5" Depth)	SY	409	\$ 22.50	\$ 9,202.50		\$ -		\$ -	409	\$ 6,135.00	
19mm Binder Course (3" Depth)	SY	409	\$ 15.00	\$ 6,135.00		\$ -		\$ -	409	\$ 1,141.72	
Sweep and Tack for Wearing Course	SY	1564	\$ 0.73	\$ 1,141.72		\$ -		\$ -	1,564	\$ 13,294.00	
9.5mm Wearing Course (1.5" Depth)	SY	1564	\$ 8.50	\$ 13,294.00		\$ -		\$ -	1,564	\$ 6,364.00	
Concrete Curb	LF	86	\$ 74.00	\$ 6,364.00		\$ -		\$ -	86	\$ 30,000.00	
Utility Pole Relocation	EA	1	\$ 30,000.00	\$ 30,000.00		\$ -		\$ -	1	\$ 7,000.00	
Line Striping	LS	1	\$ 7,000.00	\$ 7,000.00		\$ -		\$ -	1	\$ 250,000.00	
Signalization	LS	1	\$ 250,000.00	\$ 250,000.00		\$ -		\$ -	1	\$ 25,000.00	
Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00		\$ -		\$ -	1		
				\$ 427,864.72		\$ -		\$ -		\$ 427,864.72	
SUBTOTAL ITEM I											
				\$ 2,691,521.72		\$ -		\$ -		\$ 2,691,521.72	
TOTAL IMPROVEMENTS - ITEMS A-J											
K. RETAINAGE (10%)				\$ 269,152.17		\$ -		\$ -		\$ 269,152.17	
L. CONTINGENCY (10%)											
						\$ -		\$ -		\$ 2,960,673.89	
NET CONSTRUCTION RELEASE											
				\$ 2,960,673.89							
SURETY AMOUNT											

FINANCIAL SECURITY AGREEMENT

THE PRESERVE AT MARSH CREEK – PHASE 2
SITE IMPROVEMENTS

THIS FINANCIAL SECURITY AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 2021 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, formerly 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 2 of the Subdivision/Development, which includes 82 villa dwelling units (“Phase 2”), together with such other permits as are necessary to undertake and complete all of the Phase 2 Secured Improvements.

E. In the Phase 2 Development Agreement, as hereinafter defined, Developer agreed to construct or install the Phase 2 Secured Improvements, as hereinafter defined, and to post Phase 2 Financial Security to guarantee to the Township that the Phase 2 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 2 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 2 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 2 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 2 Improvements" shall mean those Improvements that are to be located in Phase 2 on the Tract as depicted on the Plans.

(7) "Phase 2 Secured Improvements" shall mean all those certain Phase 2 Improvements for which the Phase 2 Financial Security is provided or to which the Phase 2 Financial Security otherwise relates. A list of the Phase 2 Secured Improvements is attached here to as Exhibit "A".

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

(9) "Financial Security" shall mean the Phase 2 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 2 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 2 Development Agreement" shall mean the Land Development Agreement entered into by Developer and the Township with respect to the development of Phase 2 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 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 Phase 2 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 2 Financial Security shall be established by Developer upon Developer's execution of this Agreement. The Phase 2 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 2 Secured Improvements.

C. The initial amount of the Financial Security shall be Two Million Nine Hundred Sixty Thousand Six Hundred Seventy Three and 89/100 Dollars (\$2,960,673.89) which

amount is 110% of the total of the estimated costs of completing the Phase 2 Secured Improvements.

D. In addition to the Financial Security being posted to guarantee completion of the Phase 2 Secured Improvements, before construction of the Phase 2 Improvements may begin, Developer shall deposit with the Township a sum of money equal to Fifty Three Thousand Eight Hundred Thirty and 43/100 Dollars (\$53,830.43) which sum represents 2% of the estimated cost of construction of the Phase 2 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 2 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 2 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 2 Financial Security, (ii) the Phase 2 Financial Security shall not be terminated or closed or expire, and (iii) any balance of funds in the Phase 2 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 2 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, Developer shall post additional Phase 2 Financial Security in accordance with the provisions of the MPC; and Developer shall continue to provide such additional Phase 2 Financial Security on each one (1)-year anniversary date of this Agreement thereafter if the Phase 2 Secured Improvements, or any part thereof, are not completed (and shall further continue to provide such additional Phase 2 Financial Security on each one (1)-year anniversary date of this Agreement in the event that the Completion Date has expired and the 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 2 Financial Security or of any such increase or other adjustment in the amount of the Phase 2 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 2 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 2 Financial Security or as increases or other adjustments to the Phase 2 Financial Security shall become part of the Phase 2 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 2 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 2 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 2 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 2 Financial Security be reduced below One Hundred Ten percent (110%) of the estimated costs of completing the remaining uncompleted Phase 2 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 2 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 2 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 2 Financial Security prior to the performance of any work by or for the Township in order to complete the Phase 2 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 2 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 2 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 2 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 2 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 2 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 2 Financial Security (notwithstanding that the amount of the Phase 2 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 2 Financial Security, in a form acceptable to the Township and in the amount by which the Phase 2 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 2 Financial Security. The failure of Developer to provide the Township such additional Phase 2 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 2 Development Agreement and/or as otherwise provided by law, until the default or breach is properly and fully cured. The additional Phase 2 Financial Security shall be and constitute Phase 2 Financial Security fully subject to the terms and conditions of this Agreement.

7. Final Release of Phase 2 Financial Security; Termination of Agreement.

A. After all of the Phase 2 Secured Improvements have been completed in accordance with the Phase 2 Development Agreement, and after all of the provisions of the Phase 2 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 2 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 2 Financial Security. Such release authorized by the Township shall be the final release of the Phase 2 Financial Security, and shall further release Developer and the Surety from and under the Phase 2 Financial Security and this Agreement.

B. At and upon the aforesaid Township-authorized release of the balance of the Phase 2 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 2 Financial Security.

A. The Phase 2 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 2 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 2 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 2 Financial Security requirements of this Agreement are not satisfied, or, if Developer otherwise fails to provide and maintain the Phase 2 Financial Security under and in accordance with this Agreement, the Township shall give Developer written notice to provide the required Phase 2 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 2 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 2 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 2 Financial Security.

C. Developer and Surety further agree that the obligations of the Surety under this Agreement, and under and with respect the Phase 2 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 2 Improvements or the obligations of the Developer under this Agreement or the Phase 2 Development Agreement.

10. Charges of Surety.

Any and all charges made by the Surety for the establishment, creation, administration or termination of the Phase 2 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 2 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 2 Financial Security, such interest shall merge with and become part of the funds represented by the Phase 2 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 2 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 2 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 2 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 2 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 2 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. Developer. In the event Developer consists of more than one person or entity, the obligations and liabilities hereunder of each such persons and entities shall be joint and several, and the word "Developer" shall mean all or some or any of them.

C. 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.

D. 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.

E. 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.

F. 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.

G. **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.

H. **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.

I. **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: _____
Sandra D'Amico, Chairperson


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 Sandra D'Amico, who acknowledged herself to be the Chairperson of the Board of Supervisors of Upper Uwchlan Township, and that she, 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 ~~DELAWARE~~ Chester :

On this 24th day of November, 2024, 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.

Kathleen C Hopta
Notary Public

My Commission Expires: 9-23-24

Commonwealth of Pennsylvania - Notary Seal
KATHLEEN C HOPTA - Notary Public
Chester County
My Commission Expires September 23, 2024
Commission Number 1375764

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF ~~DELAWARE~~ Chester :

On this 24th day of November, 2021, 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.

Kathleen C. Hopta
Notary Public

My Commission Expires: 9-23-24

Commonwealth of Pennsylvania - Notary Seal
KATHLEEN C HOPTA - Notary Public
Chester County
My Commission Expires September 23, 2024
Commission Number 1375764

EXHIBIT "A"

List of Secured Improvements

ESCROW STATUS REPORT

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

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: The Preserve at Marsh Creek (Phase 2)

PROJECT NUMBER: 14-12031T

PROJECT SPONSOR: McKee-Milford Associates, LP

MUNICIPALITY: Upper Uwchlan Township

TOTAL CONSTRUCTION (100%) = \$ 2,691,521.72
TOWNSHIP CONTINGENCY (10%) = \$ 269,152.17

GRAND TOTAL ESCROWED = \$ 2,960,673.89

RELEASE NO.: 0
REQUEST DATE:

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
A. CLEARING & GRUBBING											
Clearing and Grubbing	LS	1.00	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	1	\$ 10,000.00	
SUBTOTAL ITEM A				\$ 10,000.00		\$ -		\$ -		\$ 10,000.00	
B. EROSION & SEDIMENT CONTROLS										\$ -	
orange construction fence at bio-basin 1A & 1B	LF	751	\$ 2.00	\$ 1,502.00		\$ -		\$ -	751	\$ 1,502.00	
free protection/LOD fence	LF	1122	\$ 2.00	\$ 2,244.00		\$ -		\$ -	1,122	\$ 2,244.00	
12" compost sock	LF	568	\$ 4.00	\$ 2,272.00		\$ -		\$ -	568	\$ 2,272.00	
32" compost sock	LF	150	\$ 15.00	\$ 2,250.00		\$ -		\$ -	150	\$ 2,250.00	
18" silt fence	LF	1918	\$ 1.50	\$ 2,877.00		\$ -		\$ -	1,918	\$ 2,877.00	
temp. seed, straw and tack	SF	97370	\$ 0.05	\$ 4,868.50		\$ -		\$ -	97,370	\$ 4,868.50	
inlet protection / asphalt berm	EA	27	\$ 100.00	\$ 2,700.00		\$ -		\$ -	27	\$ 2,700.00	
stone filter berm	EA	5	\$ 600.00	\$ 3,000.00		\$ -		\$ -	5	\$ 3,000.00	
temp access road to phase 3 for overburden	SY	1000	\$ 8.45	\$ 8,450.00		\$ -		\$ -	1,000	\$ 8,450.00	
S-75 erosion blanket w/seed	SF	52622	\$ 0.20	\$ 10,524.40		\$ -		\$ -	52,622	\$ 10,524.40	
C-125 matting in swales 1A, 1B, 1C & 1D	SF	3000	\$ 3.25	\$ 9,750.00		\$ -		\$ -	3,000	\$ 9,750.00	
basin 5 skimmer	EA	1	\$ 1,150.00	\$ 1,150.00		\$ -		\$ -	1	\$ 1,150.00	
Tire Scrubber	EA	2	\$ 2,750.00	\$ 5,500.00		\$ -		\$ -	2	\$ 5,500.00	
SEDIMENT BASIN #5											
strip topsoil	CY	819	\$ 2.00	\$ 1,638.00		\$ -		\$ -	819	\$ 1,638.00	
cut / fill / compact - key trench	CY	395	\$ 4.50	\$ 1,777.50		\$ -		\$ -	395	\$ 1,777.50	
cut / fill / compact	CY	123	\$ 3.40	\$ 418.20		\$ -		\$ -	123	\$ 418.20	
fill / compact from bio-basin 1-A	CY	1519	\$ 0.90	\$ 1,367.10		\$ -		\$ -	1,519	\$ 1,367.10	
grade basin	CY	2523	\$ 0.35	\$ 883.05		\$ -		\$ -	2,523	\$ 883.05	
respread topsoil to berms	CY	790	\$ 5.25	\$ 4,147.50		\$ -		\$ -	790	\$ 4,147.50	
outlet structure	EA	1	\$ 3,250.00	\$ 3,250.00		\$ -		\$ -	1	\$ 3,250.00	
temp 30" riser with trash rack	EA	1	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -	1	\$ 2,000.00	
14" X 23" ERCP	LF	305	\$ 110.00	\$ 33,550.00		\$ -		\$ -	305	\$ 33,550.00	
stone backfill	TN	24	\$ 19.00	\$ 456.00		\$ -		\$ -	24	\$ 456.00	
type M inlet top - 42" X 48"	EA	3	\$ 4,250.00	\$ 12,750.00		\$ -		\$ -	3	\$ 12,750.00	
temporary pavement restoration - Milford Rd.	SY	60	\$ 36.00	\$ 2,160.00		\$ -		\$ -	60	\$ 2,160.00	
line painting	LS	1	\$ 650.00	\$ 650.00		\$ -		\$ -	1	\$ 650.00	
traffic control	LS	1	\$ 5,500.00	\$ 5,500.00		\$ -		\$ -	1	\$ 5,500.00	
S-75 erosion control blanket with seed	SF	20524	\$ 0.20	\$ 4,104.80		\$ -		\$ -	20,524	\$ 4,104.80	
turf stone pavers - emergency spillway	SF	1119	\$ 18.50	\$ 20,701.50		\$ -		\$ -	1,119	\$ 20,701.50	

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
perm. seed, straw, mulch and tack	SF	820	\$ 0.10	\$ 82.00		\$ -		\$ -	820	\$ 82.00	
orange construction fence	LF	601	\$ 2.00	\$ 1,202.00		\$ -		\$ -	601	\$ 1,202.00	
ANGO - Red October Big Bluestem - plugs	EA	400	\$ 3.85	\$ 1,540.00		\$ -		\$ -	400	\$ 1,540.00	
CAP - Marsh Marigold - plugs	EA	400	\$ 3.85	\$ 1,540.00		\$ -		\$ -	400	\$ 1,540.00	
JUE - Soft Rush - plugs	EA	470	\$ 3.85	\$ 1,809.50		\$ -		\$ -	470	\$ 1,809.50	
EUGL - Dwarf Joe Pye Weed - plugs	EA	530	\$ 3.85	\$ 2,040.50		\$ -		\$ -	530	\$ 2,040.50	
LOC - Cardinal Flower - plugs	EA	570	\$ 3.85	\$ 2,194.50		\$ -		\$ -	570	\$ 2,194.50	
SCV - Soft Stem Bullrush - plugs	EA	580	\$ 3.85	\$ 2,233.00		\$ -		\$ -	580	\$ 2,233.00	
mulch bed (297 sf at 6" thick)	CY	6	\$ 40.00	\$ 240.00		\$ -		\$ -	6	\$ 240.00	
river rock ring at storm inlet	EA	1	\$ 1,725.00	\$ 1,725.00		\$ -		\$ -	1	\$ 1,725.00	
Convert Basin	LS	1	\$ 45,000.00	\$ 45,000.00		\$ -		\$ -	1	\$ 45,000.00	
BIO-RETENTION BASIN # 1-A											
strip topsoil	CY	916.00	\$ 2.00	\$ 1,832.00		\$ -		\$ -	916	\$ 1,832.00	
cut / fill / compact	CY	10.00	\$ 3.40	\$ 34.00		\$ -		\$ -	10	\$ 34.00	
cut to sediment basin 5	CY	1519.00	\$ 2.50	\$ 3,797.50		\$ -		\$ -	1,519	\$ 3,797.50	
cut / export to phase 3	CY	4616.00	\$ 6.50	\$ 30,004.00		\$ -		\$ -	4,616	\$ 30,004.00	
grade basin	SY	2747.00	\$ 0.35	\$ 961.45		\$ -		\$ -	2,747	\$ 961.45	
respread topsoil to berms	CY	916.00	\$ 5.25	\$ 4,809.00		\$ -		\$ -	916	\$ 4,809.00	
outlet structure	EA	1.00	\$ 4,850.00	\$ 4,850.00		\$ -		\$ -	1	\$ 4,850.00	
24" HDPE outflow pipe	LF	40.00	\$ 65.00	\$ 2,600.00		\$ -		\$ -	40	\$ 2,600.00	
S-75 erosion control blanket with seed	SF	13211	\$ 0.20	\$ 2,642.20		\$ -		\$ -	13,211	\$ 2,642.20	
perm. seed, straw, mulch and tack	SF	2868	\$ 0.10	\$ 286.80		\$ -		\$ -	2,868	\$ 286.80	
LOC - Cardinal Flower - plugs	EA	215	\$ 3.85	\$ 827.75		\$ -		\$ -	215	\$ 827.75	
CAV - Fox Sedge - plugs	EA	530	\$ 3.85	\$ 2,040.50		\$ -		\$ -	530	\$ 2,040.50	
ASI - Swamp Milkweed - plugs	EA	590	\$ 3.85	\$ 2,271.50		\$ -		\$ -	590	\$ 2,271.50	
CHL - Northern Sea Oats - plugs	EA	650	\$ 3.85	\$ 2,502.50		\$ -		\$ -	650	\$ 2,502.50	
PAVN - Northwind Switch Grass - plugs	EA	760	\$ 3.85	\$ 2,926.00		\$ -		\$ -	760	\$ 2,926.00	
COP - Swamp Tickseed - plugs	EA	805	\$ 3.85	\$ 3,099.25		\$ -		\$ -	805	\$ 3,099.25	
IRV - Blue Flag Iris - plugs	EA	830	\$ 3.85	\$ 3,195.50		\$ -		\$ -	830	\$ 3,195.50	
PAVH - Heavy Metal Switch Grass - plugs	EA	1160	\$ 3.85	\$ 4,466.00		\$ -		\$ -	1,160	\$ 4,466.00	
CAS - Tussock Sedge - plugs	EA	2030	\$ 3.85	\$ 7,815.50		\$ -		\$ -	2,030	\$ 7,815.50	
mulch bed (552 sf at 6" thick)	CY	10	\$ 40.00	\$ 400.00		\$ -		\$ -	10	\$ 400.00	
river rock ring at storm inlet	EA	2	\$ 1,725.00	\$ 3,450.00		\$ -		\$ -	2	\$ 3,450.00	
Convert Basin	LS	1	\$ 25,000.00	\$ 25,000.00		\$ -		\$ -	1	\$ 25,000.00	
BIO-RETENTION BASIN # 1-B											
15" RCP, class III	LF	121	\$ 62.00	\$ 7,502.00		\$ -		\$ -			
ASI - Swamp Milkweed - plugs	EA	370	\$ 3.85	\$ 1,424.50		\$ -		\$ -	370	\$ 1,424.50	
EUGL - Dwarf Joe Pye Weed - plugs	EA	400	\$ 3.85	\$ 1,540.00		\$ -		\$ -	400	\$ 1,540.00	
COP - Swamp Tickseed - plugs	EA	560	\$ 3.85	\$ 2,156.00		\$ -		\$ -	560	\$ 2,156.00	
PAVH - Heavy Metal Switch Grass - plugs	EA	760	\$ 3.85	\$ 2,926.00		\$ -		\$ -	760	\$ 2,926.00	
ANGO - Red October Big Bluestem - plugs	EA	1040	\$ 3.85	\$ 4,004.00		\$ -		\$ -	1,040	\$ 4,004.00	
mulch bed (743 sf at 6" thick)	CY	14	\$ 40.00	\$ 560.00		\$ -		\$ -	14	\$ 560.00	
river rock ring at storm inlet	EA	4	\$ 1,725.00	\$ 6,900.00		\$ -		\$ -	4	\$ 6,900.00	
Convert Basin	LS	1	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	1	\$ 5,000.00	
SUBTOTAL ITEM B				\$ 353,872.00		\$ -		\$ -		\$ 353,872.00	
C. EARTHWORK											
strip topsoil - within phase	CY	9026	\$ 2.00	\$ 18,052.00		\$ -		\$ -	9,026	\$ 18,052.00	
strip topsoil - phase 3 for stockpile	CY	3227	\$ 2.50	\$ 8,067.50		\$ -		\$ -	3,227	\$ 8,067.50	
cut / fill / compact	CY	11195	\$ 3.25	\$ 36,383.75		\$ -		\$ -	11,195	\$ 36,383.75	
respread topsoil to open space	CY	4980	\$ 4.25	\$ 21,165.00		\$ -		\$ -	4,980	\$ 21,165.00	
respread topsoil to islands	CY	206	\$ 19.00	\$ 3,914.00		\$ -		\$ -	206	\$ 3,914.00	
permanent seed, mulch and tack open spaces	SF	87390	\$ 0.10	\$ 8,739.00		\$ -		\$ -	87,390	\$ 8,739.00	

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
SUBTOTAL ITEM C				\$ 96,321.25		\$ -		\$ -		\$ 96,321.25	
D. STORM SEWER											
tie-into existing storm structures	EA	4	\$ 1,250.00	\$ 5,000.00		\$ -		\$ -	4	\$ 5,000.00	
15" HDPE - 0 to 8'	LF	750	\$ 44.00	\$ 33,000.00		\$ -		\$ -	750	\$ 33,000.00	
18" HDPE - 0 to 8'	LF	441	\$ 48.00	\$ 21,168.00		\$ -		\$ -	441	\$ 21,168.00	
18" HDPE - 8 to 12'	LF	174	\$ 51.00	\$ 8,874.00		\$ -		\$ -	174	\$ 8,874.00	
24" HDPE - 12 to 16'	LF	547	\$ 60.00	\$ 32,820.00		\$ -		\$ -	547	\$ 32,820.00	
24" HDPE - 16 to 20'	LF	40	\$ 70.00	\$ 2,800.00		\$ -		\$ -	40	\$ 2,800.00	
30" HDPE - 0 to 8'	LF	249	\$ 76.00	\$ 18,924.00		\$ -		\$ -	249	\$ 18,924.00	
30" HDPE - 8 to 12'	LF	205	\$ 78.00	\$ 15,990.00		\$ -		\$ -	205	\$ 15,990.00	
15" RCP, class III 0 to 8'	LF	155	\$ 52.00	\$ 8,060.00		\$ -		\$ -	155	\$ 8,060.00	
type C storm inlet - 24 X 45" - 0 to 8'	EA	18	\$ 2,850.00	\$ 51,300.00		\$ -		\$ -	18	\$ 51,300.00	
type C storm inlet - 24 X 45" - 8 to 12'	EA	1	\$ 3,875.00	\$ 3,875.00		\$ -		\$ -	1	\$ 3,875.00	
type C storm inlet - 24 X 45" - 12 to 16'	EA	2	\$ 5,000.00	\$ 10,000.00		\$ -		\$ -	2	\$ 10,000.00	
type C storm inlet - 24 X 45" - 16 to 20'	EA	1	\$ 7,500.00	\$ 7,500.00		\$ -		\$ -	1	\$ 7,500.00	
type C storm inlet - 42 X 48" - 12 to 16'	EA	2	\$ 5,750.00	\$ 11,500.00		\$ -		\$ -	2	\$ 11,500.00	
type C storm inlet - 42 X 48" - 16 to 20'	EA	2	\$ 7,000.00	\$ 14,000.00		\$ -		\$ -	2	\$ 14,000.00	
type C storm inlet - 48 X 54" - 16 to 20'	EA	1	\$ 8,500.00	\$ 8,500.00		\$ -		\$ -	1	\$ 8,500.00	
type M storm inlet - 24 X 45" - 0 to 8'	EA	5	\$ 2,500.00	\$ 12,500.00		\$ -		\$ -	5	\$ 12,500.00	
trench work/over excavation & back-fill	EA	285	\$ 5.00	\$ 1,425.00		\$ -		\$ -	285	\$ 1,425.00	
18" D. V. end wall	EA	3	\$ 1,450.00	\$ 4,350.00		\$ -		\$ -	3	\$ 4,350.00	
R-4 rip-rap aprons	TN	24	\$ 48.00	\$ 1,152.00		\$ -		\$ -	24	\$ 1,152.00	
SUBTOTAL ITEM D				\$ 272,738.00		\$ -		\$ -		\$ 272,738.00	
E. PAVING & CONCRETE WORK											
CONCRETE											
Belgian Block Curb	LF	6733	\$ 19.00	\$ 127,927.00		\$ -		\$ -	6,733	\$ 127,927.00	
Curb Seal	LF	6733	\$ 0.50	\$ 3,366.50		\$ -		\$ -	6,733	\$ 3,366.50	
Mountable Curb	LF	249	\$ 20.00	\$ 4,980.00		\$ -		\$ -			
Grade & Stone	LF	6733	\$ 4.00	\$ 26,932.00		\$ -		\$ -			
4' Wide Sidewalk (4" Depth)	SF	7390	\$ 5.25	\$ 38,797.50		\$ -		\$ -	7,390	\$ 38,797.50	
Driveway Apron (6" Depth)	EA	18	\$ 3,200.00	\$ 57,600.00		\$ -		\$ -	18	\$ 57,600.00	
Handicap Ramp ADA Matting	EA	11	\$ 450.00	\$ 4,950.00		\$ -		\$ -	11	\$ 4,950.00	
PAVEMENT											
Preparation for Paving	SY	10585	\$ 1.25	\$ 13,231.25		\$ -		\$ -	10,585	\$ 13,231.25	
2A Compacted Stone (5" Depth)	SY	10585	\$ 6.75	\$ 71,448.75		\$ -		\$ -	10,585	\$ 71,448.75	
25mm Base Course (5" Depth)	SY	10585	\$ 22.50	\$ 238,162.50		\$ -		\$ -	10,585	\$ 238,162.50	
19mm Binder Course (3" Depth)	SY	10585	\$ 15.00	\$ 158,775.00		\$ -		\$ -	10,585	\$ 158,775.00	
Sweep and Tack for Wearing Course	SY	10585	\$ 0.73	\$ 7,727.05		\$ -		\$ -	10,585	\$ 7,727.05	
9.5mm Wearing Course (1.5" Depth)	SY	10585	\$ 8.50	\$ 89,972.50		\$ -		\$ -	10,585	\$ 89,972.50	
WALKING TRAIL											
Excavate	CY	245	\$ 15.00	\$ 3,675.00		\$ -		\$ -	245	\$ 3,675.00	
Fine Grade and Compaction	SY	1095	\$ 2.50	\$ 2,737.50		\$ -		\$ -	1,095	\$ 2,737.50	
Class 4 Fabric	SY	1095	\$ 4.00	\$ 4,380.00		\$ -		\$ -	1,095	\$ 4,380.00	
2A Modified Base (6" Depth)	SY	1095	\$ 10.00	\$ 10,950.00		\$ -		\$ -	1,095	\$ 10,950.00	
19mm Binder Course (2" Depth)	SY	985	\$ 20.00	\$ 19,700.00		\$ -		\$ -	985	\$ 19,700.00	
9.5mm Wearing Course (1.5" Depth)	SY	870	\$ 21.00	\$ 18,270.00		\$ -		\$ -	870	\$ 18,270.00	
Topsoil and Seed Edges of Walking Path	LF	2010	\$ 1.50	\$ 3,015.00		\$ -		\$ -	2,010	\$ 3,015.00	

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
SUBTOTAL ITEM E				\$ 906,597.55		\$ -		\$ -		\$ 906,597.55	
F. OFF-SITE ROAD IMPROVEMENTS (SITE FRONTAGE)										\$ -	
sawcut asphalt	LF	1051	\$ 2.50	\$ 2,627.50		\$ -		\$ -	1,051	\$ 2,627.50	
strip topsoil - export to site	CY	459	\$ 15.00	\$ 6,885.00		\$ -		\$ -	459	\$ 6,885.00	
box out roadway	CY	643	\$ 19.00	\$ 12,217.00		\$ -		\$ -	643	\$ 12,217.00	
grade	SY	1495	\$ 0.50	\$ 747.50		\$ -		\$ -	1,495	\$ 747.50	
respread topsoil	CY	498	\$ 21.00	\$ 10,458.00		\$ -		\$ -	498	\$ 10,458.00	
grade, seed, straw, mulch and tack	SF	13452	\$ 0.10	\$ 1,345.20		\$ -		\$ -	13,452	\$ 1,345.20	
15" HDPE - 0 to 8'	LF	947	\$ 55.00	\$ 52,085.00		\$ -		\$ -	947	\$ 52,085.00	
18" HDPE - 0 to 8'	LF	205	\$ 63.00	\$ 12,915.00		\$ -		\$ -	205	\$ 12,915.00	
24" HDPE - 0 to 8'	LF	203	\$ 75.50	\$ 15,326.50		\$ -		\$ -	203	\$ 15,326.50	
type C inlet - 24" X 45" - 0 to 8'	EA	1	\$ 3,850.00	\$ 3,850.00		\$ -		\$ -	1	\$ 3,850.00	
type C inlet - 42" X 48" - 0 to 8'	EA	1	\$ 4,750.00	\$ 4,750.00		\$ -		\$ -	1	\$ 4,750.00	
type M inlet - 24" X 45" - 0 to 8'	EA	6	\$ 3,500.00	\$ 21,000.00		\$ -		\$ -	6	\$ 21,000.00	
24" D. W. end wall	EA	1	\$ 1,700.00	\$ 1,700.00		\$ -		\$ -	1	\$ 1,700.00	
R-3 rip-rap apron	TN	24	\$ 52.00	\$ 1,248.00		\$ -		\$ -	24	\$ 1,248.00	
storm full stone backfill	LF	104	\$ 19.00	\$ 1,976.00		\$ -		\$ -	104	\$ 1,976.00	
stone safety slope	LF	1051	\$ 5.00	\$ 5,255.00		\$ -		\$ -	1,051	\$ 5,255.00	
joint seal	LF	2117	\$ 0.50	\$ 1,058.50		\$ -		\$ -	2,117	\$ 1,058.50	
mill roadway notch	LF	1051	\$ 9.00	\$ 9,459.00		\$ -		\$ -	1,051	\$ 9,459.00	
fine grade and compact roadway	SY	735	\$ 7.00	\$ 5,145.00		\$ -		\$ -	735	\$ 5,145.00	
5" of compacted 2-A modified stone	SY	735	\$ 11.00	\$ 8,085.00		\$ -		\$ -	735	\$ 8,085.00	
5" of 25mm base macadam	SY	735	\$ 39.00	\$ 28,665.00		\$ -		\$ -	735	\$ 28,665.00	
3" of 19mm binder macadam	SY	735	\$ 27.00	\$ 19,845.00		\$ -		\$ -	735	\$ 19,845.00	
1.5" mill of existing	SY	1105	\$ 9.00	\$ 9,945.00		\$ -		\$ -	1,105	\$ 9,945.00	
sweep & tack	SY	1740	\$ 1.00	\$ 1,740.00		\$ -		\$ -	1,740	\$ 1,740.00	
1.5" of 9.5mm top coating	SY	1740	\$ 10.00	\$ 17,400.00		\$ -		\$ -	1,740	\$ 17,400.00	
line painting	LS	1	\$ 10,500.00	\$ 10,500.00		\$ -		\$ -	1	\$ 10,500.00	
traffic control - devices	LS	1	\$ 9,500.00	\$ 9,500.00		\$ -		\$ -	1	\$ 9,500.00	
traffic control along roadway	LS	1	\$ 28,500.00	\$ 28,500.00		\$ -		\$ -	1	\$ 28,500.00	
SUBTOTAL ITEM F				\$ 304,228.20		\$ -		\$ -		\$ 304,228.20	
G. SURVEYING											
Contractor Layout	LS	1	\$ 70,000.00	\$ 70,000.00		\$ -		\$ -	1	\$ 70,000.00	
Final Basin As-Built	LS	1	\$ 14,000.00	\$ 14,000.00		\$ -		\$ -	1	\$ 14,000.00	
Iron Pins & Monuments	EA	1	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -	1	\$ 3,000.00	
SUBTOTAL ITEM G				\$ 87,000.00		\$ -		\$ -		\$ 87,000.00	
H. LANDSCAPING & LIGHTING											
LIGHTING											
Lumenerea LE3 - 56L - VVV	EA	11	\$ 5,000.00	\$ 55,000.00		\$ -		\$ -	11	\$ 55,000.00	
Lumenerea LE3 - 84L - VVV	EA	1	\$ 5,250.00	\$ 5,250.00		\$ -		\$ -	1	\$ 5,250.00	
LANDSCAPING											
Shrubs (24" to 30" Height)	EA	415	\$ 50.00	\$ 20,750.00		\$ -		\$ -	415	\$ 20,750.00	
Trees (7' to 8' Height)	EA	170	\$ 350.00	\$ 59,500.00		\$ -		\$ -	170	\$ 59,500.00	
Trees (8' to 10' Height) EVERGREENS	EA	132	\$ 250.00	\$ 33,000.00		\$ -		\$ -	132	\$ 33,000.00	
Deciduous Trees (2.5" to 3" Caliper)	EA	132	\$ 450.00	\$ 59,400.00		\$ -		\$ -	132	\$ 59,400.00	
SUBTOTAL ITEM H				\$ 232,900.00		\$ -		\$ -		\$ 232,900.00	

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE PERCENT
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	
I. MISCELLANEOUS											
Line Striping	LS	1	\$ 4,000.00	\$ 4,000.00		\$ -		\$ -	1	\$ 4,000.00	
Signs (Regulatory & Street)	EA	30	\$ 200.00	\$ 6,000.00		\$ -		\$ -	30	\$ 6,000.00	
Mailboxes	EA	8	\$ 1,000.00	\$ 8,000.00		\$ -		\$ -	8	\$ 8,000.00	
Remove Emergency Access	LS	1	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	1	\$ 5,000.00	
RETAINING WALLS AND FENCES											
Excavate for Retaining Wall	LF	190	\$ 4.50	\$ 855.00		\$ -		\$ -	190	\$ 855.00	
Retaining Walls (TOTAL)	SF	739	\$ 25.00	\$ 18,475.00		\$ -		\$ -	739	\$ 18,475.00	
Retaining Wall Fence Sleeves	EA	26	\$ 100.00	\$ 2,600.00		\$ -		\$ -	26	\$ 2,600.00	
Retaining Wall Fence	LF	200	\$ 26.50	\$ 5,300.00		\$ -		\$ -	200	\$ 5,300.00	
10' Double Wide Gate	EA	3	\$ 800.00	\$ 2,400.00		\$ -		\$ -	3	\$ 2,400.00	
3 Rail Fence with Wire (Bio Basin 1l)	LF	550	\$ 18.00	\$ 9,900.00		\$ -		\$ -	550	\$ 9,900.00	
3 Rail Fence with Wire (Basin 5l)	LF	785	\$ 18.00	\$ 14,130.00		\$ -		\$ -	785	\$ 14,130.00	
OFF-SITE IMPROVEMENTS (MILFORD & LITTLE CONESTOGA)											
Grading and Site Preparation	LS	1	\$ 17,000.00			\$ -		\$ -	409	\$ 3,067.50	
2A Compacted Stone (6" Depth)	SY	409	\$ 7.50	\$ 3,067.50		\$ -		\$ -	409	\$ 9,202.50	
25mm Base Course (5" Depth)	SY	409	\$ 22.50	\$ 9,202.50		\$ -		\$ -	409	\$ 6,135.00	
19mm Binder Course (3" Depth)	SY	409	\$ 15.00	\$ 6,135.00		\$ -		\$ -	1,564	\$ 1,141.72	
Sweep and Tack for Wearing Course	SY	1564	\$ 0.73	\$ 1,141.72		\$ -		\$ -	1,564	\$ 13,294.00	
9.5mm Wearing Course (1.5" Depth)	SY	1564	\$ 8.50	\$ 13,294.00		\$ -		\$ -	86	\$ 6,364.00	
Concrete Curb	LF	86	\$ 74.00	\$ 6,364.00		\$ -		\$ -	1	\$ 30,000.00	
Utility Pole Relocation	EA	1	\$ 30,000.00	\$ 30,000.00		\$ -		\$ -	1	\$ 7,000.00	
Line Striping	LS	1	\$ 7,000.00	\$ 7,000.00		\$ -		\$ -	1	\$ 250,000.00	
Signalization	LS	1	\$ 250,000.00	\$ 250,000.00		\$ -		\$ -	1	\$ 25,000.00	
Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00		\$ -		\$ -			
SUBTOTAL ITEM I				\$ 427,864.72		\$ -		\$ -		\$ 427,864.72	
TOTAL IMPROVEMENTS - ITEMS A-J				\$ 2,691,521.72		\$ -		\$ -		\$ 2,691,521.72	
K. RETAINAGE (10%)											
				\$ 269,152.17		\$ -		\$ -		\$ 269,152.17	
L. CONTINGENCY (10%)											
						\$ -		\$ -		\$ 2,960,673.89	
NET CONSTRUCTION RELEASE											
SURETY AMOUNT				\$ 2,960,673.89							

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 2 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 2 Financial Security, in the nature of a performance bond, among other things, the completion of said work and Phase 2 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 2 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 2 Improvements described hereinbelow (or any other work performed and Phase 2 Improvements installed and constructed). Township hereby reserves the right to re-inspect the work and Phase 2 Improvements (as well as any other work and Phase 2 Improvements) and to require Developer to correct, repair or demolish and to properly reconstruct any and all defective and deficient work and Phase 2 Improvements not accepted and approved by Township.

THE FOLLOWING WORK AND Phase 2 Improvements are the subject of this Certificate and Authorization: *(See attached letter and invoice.)*

THE REDUCTION AND RELEASE of the Phase 2 Financial Security authorized by this Certificate and Authorization have been determined as follows:

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

Date

Township Engineer

Date

Chairperson, Board of Supervisors

Date

Manager

Bond No. LICX1202474

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: that we, McKee Builders, LLC, as Principal, and Lexon Insurance Company, as Surety, are jointly and severally held and firmly bound unto Upper Uwchlan Township, as Obligee, in the sum of Two Million Nine Hundred Sixty Thousand Six Hundred Seventy Three---89/100 Dollars (\$2,960,673.89), lawful money of the United States of America for the payment of which we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns, firmly by these presents.

Sealed with our seals and dated this 1st day of December, 2021.

Whereas, the above bounden Principal has entered into a financial Security Agreement with Upper Uwchlan Township to provide Site Improvements for the Subdivision known as The Preserve at Marsh Creek – Phase 2.

NOW, THEREFORE, the condition of the above obligation is such that if the above bounden Principal shall well, fully and faithfully construct, install and complete said improvements in accordance with the Financial Security Agreement, then the above obligation shall be null and void; otherwise to remain in full force and effect. This Subdivision Bond shall remain valid until released pursuant to the terms of the Financial Security Agreement.

ATTEST:

MCKEE BUILDERS, LLC



BY: 

WITNESS:

LEXON INSURANCE COMPANY


Theresa Bassett, Witness

BY: 
Daniel P. Dunigan, Attorney in Fact



SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

9392

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: William F. Simkiss, Daniel P. Dunigan, Brian C. Block, James L. Hahn, Richard J. Decker, Joseph W. Kolok, Jr. as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **TWENTY FIVE MILLION DOLLARS (\$25,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 1st day of December, 20 21.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

LEXON INSURANCE COMPANY
FINANCIAL STATEMENT SUMMARY
As of December 31, 2019

ASSETS		LIABILITIES	
Bonds	\$266,495,430	Reserve for Losses and Loss Expense	\$30,004,251
Money Market &/or Stocks	0	Loss Adjustment Expenses	6,163,700
Real Estate	8,007,327	Reinsurance payable on paid losses	678,672
Cash and Short-Term Investments	36,385,285	Reserve for Unearned Premiums	1,639,339
Agents' Balances &/or Uncollected Premiums	8,461,984	Reserve for Other Expenses	911,000
Investment Income Due & Accrued	1,640,188	Reserve for Taxes, Licenses, and Fees	338,457
Net Deferred Tax Asset	2,745,381	Reserve for Current Federal Income Taxes	80,635
Amounts Recoverable from Reinsurers	5,046,470	Ceded Reinsurance Premiums Payable	22,347,421
Electronic Data Processing Equipment and Software	161,560	Reserve for Reinsurance	540,248
Receivable from Parent, Subsidiaries and Affiliates	73,397	Payable to Parent, Subsidiaries and Affiliates	5,537,222
Aggregate write-ins for other than Invested Assets	1,880,827	Aggregate Write-Ins for Liabilities	188,406,136
Other Assets	54,618	Total Liabilities	\$256,647,081
Total Assets	\$330,952,467	POLICYHOLDERS' SURPLUS	
		Capital Stock & Paid In Surplus	\$4,213,226
		Paid In & Contributed Surplus	37,309,523
		Surplus	32,782,637
		Total Policyholder Surplus	\$74,305,386
		Total Liabilities & Policyholder Surplus	\$330,952,467

CERTIFICATE

I certify that the above financial statements to the best of my knowledge are a true and accurate reflection of the financial condition of the Company as of December 31, 2019. Additionally, I certify that the above financial statements are in agreement with the Statutory Financial Statements filed with the Texas Department of Insurance as of the same date.

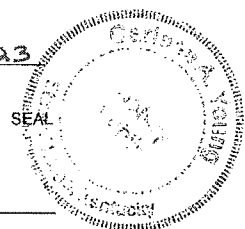
P. Gregory Lauer
P. Gregory Lauer
SVP, CFO, & Treasurer

SUBSCRIBED

and sworn to me this 11 day of March 2020.

My commission expires: November 16 2023

Carlene A. Young
Notary Public
Carlene A. Young
Printed Name



LAND DEVELOPMENT AGREEMENT

THE PRESERVE AT MARSH CREEK – PHASE 2 **SANITARY SEWER IMPROVEMENTS**

THIS LAND DEVELOPMENT AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 2021, 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 2 of the Subdivision/Development, which includes 82 villa dwelling units (“Phase 2”), together with such other permits as are necessary to undertake and complete all of the Phase 2 Secured Improvements, and Developer desires to post the Phase 2 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 2 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 2 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 2 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 2.
 - (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 2 Secured Improvements shall mean all those Phase 2 Improvements for which the Phase 2 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 2 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 2 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 2 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 2 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 2 Improvements.**

- A. Developer, at its sole expense, shall layout, construct, install, and/or otherwise complete the Phase 2 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 Phase 2 Improvements referred to herein, in connection with this Project shall be commenced until:
- (1) This Agreement is duly signed and delivered;
 - (2) Phase 2 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
 - (3) 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 2 of the Project.
- D. The Phase 2 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 2 Improvements during and after construction thereof, provided however, that in the case of Phase 2 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 2 Improvements as provided under Section 5 below. For purposes of this subsection, "repair and maintenance of all Phase 2 Improvements" shall mean, without limitation, keeping the Phase 2 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 2 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 2 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 2

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 2 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 2 Financial Security for such costs, expenses and fees (notwithstanding that the amount of the Phase 2 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 2 Secured Improvements.**

A. Developer shall deposit with the Township or otherwise establish the Phase 2 Financial Security all in accordance with and pursuant to the terms and conditions of this Section 3 and the Phase 2 Financial Security Agreement. Unless and until the Phase 2 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 2 of the Subject Land Development, shall be issued by the Township.

B. The Phase 2 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 2 Secured Improvements in accordance with and pursuant to the Phase 2 Financial Security Agreement. The Phase

2 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 2 Financial Security shall be Three Hundred Thirty Three Thousand One Hundred Sixty Eight and 07/100 Dollars (\$333,168.07), 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 2 Financial Security shall be subject to such increase, adjustment and reduction as provided in and by the Phase 2 Financial Security Agreement.

4. **Dedication.**

- A. Developer, at its expense, hereby offers to dedicate the following to the Township in Phase 2 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, the sanitary sewer facilities constructed within such easement areas as are shown on the Plans in Phase 2 (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 2 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 2 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 2 Improvements, the structural integrity and proper functioning of each such dedicated Phase 2 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 2 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 2 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 2 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 2 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 2 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 2 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 2 Improvements in accordance with the terms, conditions and requirements of Section 2; and (ii) with respect to incomplete Phase 2 Secured Improvements, obtain payment to it, or its order, of all or any part of the Phase 2 Financial Security and/or to otherwise enforce the Phase 2 Financial Security in order to pay for the costs of such completion and related costs, expenses and fees. If the proceeds of the Phase 2 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 2 Improvements, together with related costs, expenses and fees, the Township, at its option, shall have the right to complete part of the Phase 2 Improvements and to institute appropriate legal and/or equitable actions against Developer to recover monies necessary to complete the remainder of the incomplete Phase 2 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 2 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 2 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 2 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 2 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 2 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 2 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 2 Financial Security, the Phase 2 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 2 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 2 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. **Developer.** In the event Developer consists of more than one person or entity, the obligations and liabilities hereunder of each such persons and entities shall be joint and several, and the word "Developer" shall mean all or some or any of them.
- C. **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.
- D. **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 2 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.
- E. **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.

- F. **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.
- G. **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.
- H. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the Phase 2 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.
- I. **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: _____
Sandra D'Amico, Chairperson



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 :
COUNTY OF CHESTER :
SS.

On this _____ day of _____, 2021, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Sandra D'Amico, who acknowledged herself to be the Chairman of the Board of Supervisors of Upper Uwchlan Township, and that she, 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

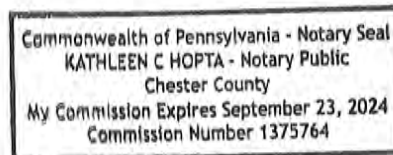
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF ~~DELAWARE~~ *Chester* :
SS.

On this 24th day of November, 2021, 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.

Kathleen C Hopta
Notary Public

My Commission Expires: 9-23-24



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF ~~DELAWARE~~ Chester : SS.

On this 24th day of November, 2021, 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.

Kathleen C. Hopta
Notary Public

My Commission Expires: 9-23-24

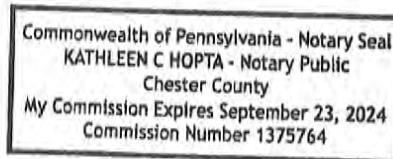


EXHIBIT "A"

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"

PHASE 2 SECURED IMPROVEMENTS

Community: The Preserve at Marsh Creek (aka Fetters)		Phase: 2		Lot count: 78												
Budget type: Sanitary Sewer Escrow		Budget Date: 10/28/21		78 Twins (Villa Units) Homes												
		Total cost: \$		333,168.07												
Escrow Release No. 1																
Release Date:																
COST CODE	Category	Description/Scope of Work	Quantity	Unit	Price	Line item total	Budget Total	Comments/Contractor	CURRENT		ESCROW RELEASE		ESCROW		% COMPLETE	
									ESCROW RELEASE	TOTAL \$	TO DATE (INCL THIS REL)	TOTAL \$	REMAINING	TOTAL \$		
						roll-up	\$ 9,944.49									
055-30	Survey	Sanitary Sewer Layout	4,810	l.f.	\$ 1.50	\$ 7,214.49		Brubacher Excavating	0	\$ -	0	\$ -	4,810	\$ 7,214.49	0%	
		Sanitary Sewer Laterals Layout	78	each	\$ 35.00	\$ 2,730.00		Brubacher Excavating	0	\$ -	0	\$ -	78	\$ 2,730.00	0%	
						roll-up	\$ 6,227.50									
055-40	As-builts	Utility As-builts	2,491	l.f.	\$ 2.50	\$ 6,227.50			0	\$ -	0	\$ -	2,491	\$ 6,227.50	0%	
						roll-up	\$ 286,788.08									
080-20	Sanitary Sewer System								0	\$ -	0	\$ -	1,072	\$ 27,872.00	0%	
		2" SDR-21 Force Main	1,072	l.f.	\$ 26.00	\$ 27,872.00		Brubacher Excavating	0	\$ -	0	\$ -	1,528	\$ 41,256.00	0%	
		3" SDR-21 Force Main	1,528	l.f.	\$ 27.00	\$ 41,256.00		Brubacher Excavating	0	\$ -	0	\$ -	3	\$ 600.00	0%	
		3" SDR-21 Fittings	3	each	\$ 200.00	\$ 600.00		Brubacher Excavating	0	\$ -	0	\$ -	78	\$ 78,000.00	0%	
		1.5" SDR-21 Lateral Connection	78	each	\$ 1,000.00	\$ 78,000.00		Brubacher Excavating	0	\$ -	0	\$ -	2,210	\$ 61,870.42	0%	
		1.5" SDR-21 Lateral Force Main	2,210	l.f.	\$ 28.00	\$ 61,870.42		Brubacher Excavating	0	\$ -	0	\$ -	1	\$ 10,800.00	0%	
		Air Release Manhole	1	each	\$ 10,800.00	\$ 10,800.00		Brubacher Excavating	0	\$ -	0	\$ -	3	\$ 30,000.00	0%	
		2" Terminal Cleanout Manhole	3	each	\$ 10,000.00	\$ 30,000.00		Brubacher Excavating	0	\$ -	0	\$ -	1	\$ 10,500.00	0%	
		3" Type A-2 Junction Cleanout Manhole	1	each	\$ 10,500.00	\$ 10,500.00		Brubacher Excavating	0	\$ -	0	\$ -	1	\$ 10,500.00	0%	
		3" Type A-3 Junction Cleanout Manhole	1	each	\$ 10,500.00	\$ 10,500.00		Brubacher Excavating	0	\$ -	0	\$ -	1	\$ 10,500.00	0%	
		3" Type C Junction Cleanout Manhole	1	each	\$ 10,500.00	\$ 10,500.00		Brubacher Excavating	0	\$ -	0	\$ -	4,810	\$ 4,809.66	0%	
		Pressure Test Lines	4,810	l.f.	\$ 1.00	\$ 4,809.66		Brubacher Excavating	0	\$ -	0	\$ -				
Sanitary Sewer Sub-Total									\$	-	\$	-	0.00%	\$ 302,880.07		
10% Contingency									\$	30,288.01	% Complete					
Sanitary Sewer Escrow Amount									\$	333,168.07						

SUBMITTED: Dave Watt
McKEE-MILFORD ASSOCIATES, LP (THE McKEE GROUP)

DATE

RECOMMENDED FOR RELEASE: Jay R. Jackson, P.E.
ARRO CONSULTING, INC.

DATE

APPROVED: UPPER UWCHLAN TOWNSHIP

DATE

FINANCIAL SECURITY AGREEMENT

THE PRESERVE AT MARSH CREEK – PHASE 2 **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 82 villa dwelling units (“Phase 2”), together with such other permits as are necessary to undertake and complete all of the Phase 2 Secured Improvements.

E. In the Phase 2 Development Agreement, as hereinafter defined, Developer agreed to construct or install the Phase 2 Secured Improvements, as hereinafter defined, and to post Phase 2 Financial Security to guarantee to the Township that the Phase 2 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 2 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 2 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 2 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 2 Improvements" shall mean those sanitary sewer Improvements that are to be located in Phase on the Tract as depicted on the Plans.

(7) "Phase 2 Secured Improvements" shall mean all those certain Phase 2 Improvements for which the Phase 2 Financial Security is provided or to which the Phase 2 Financial Security otherwise relates. A list of the Phase 2 Secured Improvements is attached here to as Exhibit "A".

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

(9) "Financial Security" shall mean the Phase 2 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 2 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 2 Development Agreement" shall mean the Land Development Agreement entered into by Developer and the Township with respect to the development of Phase 2 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 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 Phase 2 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 2 Financial Security shall be established by Developer upon Developer's execution of this Agreement. The Phase 2 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 2 Secured Improvements.

C. The initial amount of the Financial Security shall be Three Hundred Thirty Three Thousand One Hundred Sixty Eight and 07/100 Dollars (\$333,168.07) which

amount is 110% of the total of the estimated costs of completing the Phase 2 Secured Improvements.

D. In addition to the Financial Security being posted to guarantee completion of the Phase 2 Secured Improvements, before construction of the Phase 2 Improvements may begin, Developer shall deposit with the Township a sum of money equal to Six Thousand Fifty-Seven and 60/100 Dollars (\$6,057.60) which sum represents 2% of the estimated cost of construction of the Phase 2 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 2 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 2 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 2 Financial Security, (ii) the Phase 2 Financial Security shall not be terminated or closed or expire, and (iii) any balance of funds in the Phase 2 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 2 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, Developer shall post additional Phase 2 Financial Security in accordance with the provisions of the MPC; and Developer shall continue to provide such additional Phase 2 Financial Security on each one (1)-year anniversary date of this Agreement thereafter if the Phase 2 Secured Improvements, or any part thereof, are not completed (and shall further continue to provide such additional Phase 3 Financial Security on each one (1)-year anniversary date of this Agreement in the event that the Completion Date has expired and the 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 2 Financial Security or of any such increase or other adjustment in the amount of the Phase 2 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 2 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 2 Financial Security or as increases or other adjustments to the Phase 2 Financial Security shall become part of the Phase 2 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 2 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 2 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 2 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 2 Financial Security be reduced below One Hundred Ten percent (110%) of the estimated costs of completing the remaining uncompleted Phase 2 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 2 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 2 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 2 Financial Security prior to the performance of any work by or for the Township in order to complete the Phase 2 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 2 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 2 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 2 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 2 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 2 Financial Security (notwithstanding that the amount of the Phase 2 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 2 Financial Security, in a form acceptable to the Township and in the amount by which the Phase 2 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 2 Financial Security. The failure of Developer to provide the Township such additional Phase 2 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 2 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 2 Financial Security fully subject to the terms and conditions of this Agreement.

7. Final Release of Phase 2 Financial Security; Termination of Agreement.

A. After all of the Phase 2 Secured Improvements have been completed in accordance with the Phase 2 Development Agreement, and after all of the provisions of the Phase 2 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 2 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 2 Financial Security. Such release authorized by the Township shall be the final release of the Phase 2 Financial Security, and shall further release Developer and the Surety from and under the Phase 2 Financial Security and this Agreement.

B. At and upon the aforesaid Township-authorized release of the balance of the Phase 2 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 2 Financial Security.

A. The Phase 2 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 2 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 2 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 2 Financial Security requirements of this Agreement are not satisfied, or, if Developer otherwise fails to provide and maintain the Phase 2 Financial Security under and in accordance with this Agreement, the Township shall give Developer written notice to provide the required Phase 2 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 2 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 2 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 2 Financial Security.

C. Developer and Surety further agree that the obligations of the Surety under this Agreement, and under and with respect the Phase 2 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 2 Improvements or the obligations of the Developer under this Agreement or the Phase 2 Development Agreement.

10. Charges of Surety.

Any and all charges made by the Surety for the establishment, creation, administration or termination of the Phase 2 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 2 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 2 Financial Security, such interest shall merge with and become part of the funds represented by the Phase 2 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 2 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 2 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 2 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 2 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 2 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. **Developer.** In the event Developer consists of more than one person or entity, the obligations and liabilities hereunder of each such persons and entities shall be joint and several, and the word "Developer" shall mean all or some or any of them.

C. **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.

D. **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.

E. **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.

F. **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.

G. **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.

H. **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.

I. **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: _____
Sandra D'Amico, Chairperson



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

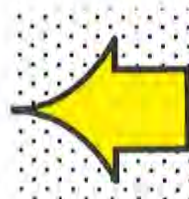
COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CHESTER :

On this _____ day of _____, 2021, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Sandra D'Amico, who acknowledged herself to be the Chairman of the Board of Supervisors of Upper Uwchlan Township, and that she, 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

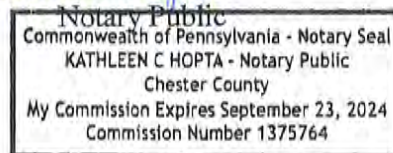
COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF ~~DELAWARE~~ Chester :

On this 24th day of November, 2021, 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.

Kathleen C. Hopta

My Commission Expires: 9-23-24



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF ~~DELAWARE~~ Chester :

On this 24th day of November, 2021, 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.

Kathleen C. Hopta

Notary Public

My Commission Expires: 9-23-24

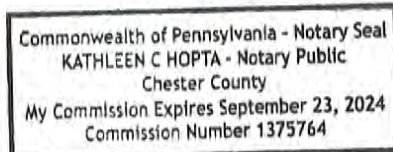


EXHIBIT “A”

List of Secured Improvements

Community: The Preserve at Marsh Creek (aka Fellers)		Phase: 2		Lot count: 78	
Budget type: Sanitary Sewer Escrow		Budget Date: 10/28/21		78 Twins (Villa Unite) Homes	
				Total cost: \$ 333,168.07	

Escrow Release No. 1							CURRENT		ESCROW RELEASE		ESCROW		% COMPLETE
Release Date:							ESCROW RELEASE		TO DATE (INCL THIS REL)		REMAINING		
							QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	

COST CODE	Category	Description/Scope of Work	Quantity	Unit	Price	Line Item total	Budget Total	Comments/Contractor
055-30	Survey	Sanitary Sewer Layout	4,810	l.f.	\$ 1.50	\$ 7,214.49	\$ 9,944.49	Brubacher Excavating
		Sanitary Sewer Laterals Layout	78	each	\$ 35.00	\$ 2,730.00		Brubacher Excavating
055-40	As-builts	Utility As-builts	2,491	l.f.	\$ 2.50	\$ 6,227.50	\$ 6,227.50	
080-20	Sanitary Sewer System						\$ 286,708.08	
		2" SDR-21 Force Main	1,072	l.f.	\$ 26.00	\$ 27,872.00		Brubacher Excavating
		3" SDR-21 Force Main	1,528	l.f.	\$ 27.00	\$ 41,256.00		Brubacher Excavating
		3" SDR-21 Fittings	3	each	\$ 200.00	\$ 600.00		Brubacher Excavating
		1.5" SDR-21 Lateral Connection	78	each	\$ 1,000.00	\$ 78,000.00		Brubacher Excavating
		1.5" SDR-21 Lateral Force Main	2,210	l.f.	\$ 28.00	\$ 61,870.42		Brubacher Excavating
		Air Release Manhole	1	each	\$ 10,800.00	\$ 10,800.00		Brubacher Excavating
		2" Terminal Cleanout Manhole	3	each	\$ 10,000.00	\$ 30,000.00		Brubacher Excavating
		3" Type A-2 Junction Cleanout Manhole	1	each	\$ 10,500.00	\$ 10,500.00		Brubacher Excavating
		3" Type A-3 Junction Cleanout Manhole	1	each	\$ 10,500.00	\$ 10,500.00		Brubacher Excavating
		3" Type C Junction Cleanout Manhole	1	each	\$ 10,500.00	\$ 10,500.00		Brubacher Excavating
		Pressure Test Lines	4,810	l.f.	\$ 1.00	\$ 4,809.66		Brubacher Excavating
Sanitary Sewer Sub-Total							\$ 302,880.07	
10% Contingency							\$ 30,288.01	
Sanitary Sewer Escrow Amount							\$ 333,168.07	

		\$ -		\$ -		0.00% \$ 302,880.07	
						% Complete	

SUBMITTED:	Dave Watt McKEE-MILFORD ASSOCIATES, LP (THE McKEE GROUP)	DATE
RECOMMENDED FOR RELEASE:	Jay R. Jackson, P.E. ARRO CONSULTING, INC.	DATE
APPROVED:	UPPER UWCHLAN TOWNSHIP	DATE

EXHIBIT "B"

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

WE, THE UNDERSIGNED, HEREBY:

A. CERTIFY that the work and Improvements, described hereinbelow, completion of which is provided under and by that certain Financial Security Agreement between Upper Uwchlan Township ("Township") and The Preserve at Marsh Creek LLC and McKee Builders LLC (collectively, the "Developer"), dated _____, 20____, concerning the construction, installation and completion of Phase 2 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 2 Financial Security, in the nature of a performance bond, among other things, the completion of said work and Phase 2 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 2 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 2 Improvements described hereinbelow (or any other work performed and Phase 2 Improvements installed and constructed). Township hereby reserves the right to re-inspect the work and Phase 2 Improvements (as well as any other work and Phase 2 Improvements) and to require Developer to correct, repair or demolish and to properly reconstruct any and all defective and deficient work and Phase 2 Improvements not accepted and approved by Township.

THE FOLLOWING WORK AND Phase 2 Improvements are the subject of this Certificate and Authorization: *(See attached letter and invoice.)*

THE REDUCTION AND RELEASE of the Phase 2 Financial Security authorized by this Certificate and Authorization have been determined as follows:

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

Date

Township Engineer

Date

Chairperson, Board of Supervisors

Date

Manager

Bond No. LICX1202471

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: that we, McKee Builders, LLC, as Principal, and Lexon Insurance Company, as Surety, are jointly and severally held and firmly bound unto Upper Uwchlan Township, as Obligee, in the sum of Three Hundred Thirty Three Thousand One Hundred Sixty Eight---07/100 Dollars (\$333,168.07), lawful money of the United States of America for the payment of which we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns, firmly by these presents.

Sealed with our seals and dated this 15th day of November, 2021.

Whereas, the above bounden Principal has entered into a financial Security Agreement with Upper Uwchlan Township to provide Sanitary Improvements for the Subdivision known as The Preserve at Marsh Creek – Phase 2.

NOW, THEREFORE, the condition of the above obligation is such that if the above bounden Principal shall well, fully and faithfully construct, install and complete said improvements in accordance with the Financial Security Agreement, then the above obligation shall be null and void; otherwise to remain in full force and effect. This Subdivision Bond shall remain valid until released pursuant to the terms of the Financial Security Agreement.

ATTEST:

MCKEE BUILDERS, LLC



BY:  _____

WITNESS:

LEXON INSURANCE COMPANY



Theresa Bassett, Witness

BY:  _____
Daniel P. Dunigan, Attorney in Fact



POWER OF ATTORNEY

9392

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **William F. Simkiss, Daniel P. Dunigan, Brian C. Block, James L. Hahn, Richard J. Decker, Joseph W. Kolok, Jr.** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **TWENTY FIVE MILLION Dollars (\$25,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



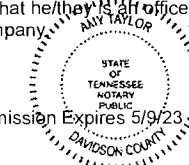
Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 15th day of November 20 21.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

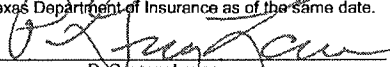
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

LEXON INSURANCE COMPANY
FINANCIAL STATEMENT SUMMARY
As of December 31, 2019

ASSETS		LIABILITIES	
Bonds	\$266,495,430	Reserve for Losses and Loss Expense	\$30,004,251
Money Market &/or Stocks	0	Loss Adjustment Expenses	6,163,700
Real Estate	8,007,327	Reinsurance payable on paid losses	678,672
Cash and Short-Term Investments	36,385,285	Reserve for Unearned Premiums	1,639,339
Agents' Balances &/or Uncollected Premiums	8,461,984	Reserve for Other Expenses	911,000
Investment Income Due & Accrued	1,640,188	Reserve for Taxes, Licenses, and Fees	338,457
Net Deferred Tax Asset	2,745,381	Reserve for Current Federal Income Taxes	80,635
Amounts Recoverable from Reinsurers	5,046,470	Ceded Reinsurance Premiums Payable	22,347,421
Electronic Data Processing Equipment and Software	161,560	Reserve for Reinsurance	540,248
Receivable from Parent, Subsidiaries and Affiliates	73,397	Payable to Parent, Subsidiaries and Affiliates	5,537,222
Aggregate write-ins for other than Invested Assets	1,980,827	Aggregate Write-Ins for Liabilities	188,406,136
Other Assets	54,618	Total Liabilities	\$256,647,081
Total Assets	\$330,952,467	POLICYHOLDERS' SURPLUS	
		Capital Stock & Paid In Surplus	\$4,213,226
		Paid In & Contributed Surplus	37,309,523
		Surplus	32,782,637
		Total Policyholder Surplus	\$74,305,386
		Total Liabilities & Policyholder Surplus	\$330,952,467

CERTIFICATE

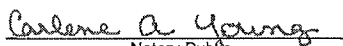
I certify that the above financial statements to the best of my knowledge are a true and accurate reflection of the financial condition of the Company as of December 31, 2019. Additionally, I certify that the above financial statements are in agreement with the Statutory Financial Statements filed with the Texas Department of Insurance as of the same date.

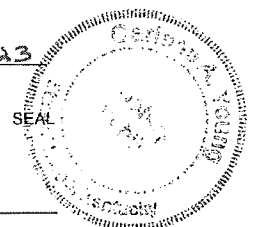

P. Gregory Lauer
SVP, CFO, & Treasurer

SUBSCRIBED

and sworn to me this 11 day of March, 2020.

My commission expires: November 16 2023


Notary Public
Carlene A. Young
Printed Name



LAND DEVELOPMENT AGREEMENT

THE PRESERVE AT MARSH CREEK – PHASE 3 **SITE IMPROVEMENTS**

THIS LAND DEVELOPMENT AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 2021, 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, formerly 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 3 of the Subdivision/Development, which includes 105 carriage (townhouse) dwelling units (“Phase 3”), together with such other permits as are necessary to undertake and complete all of the Phase 3 Secured Improvements, and Developer desires to post the Phase 3 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 3 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 3 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 3 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 3.
- (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 3 Secured Improvements" shall mean all those Phase 3 Improvements for which the Phase 3 Financial Security is provided or to which the Phase 3 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 Phase 3 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 2 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 3 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 3 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 3 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 3 Improvements.**

- A. Developer, at its sole expense, shall layout, construct, install, and/or otherwise complete the Phase 3 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 Phase 3 Improvements referred to herein, in connection with this Project shall be commenced until:
- (1) This Agreement is duly signed and delivered;

- (2) Phase 3 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
 - (3) 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 3 of the Project.
- D. The Phase 3 Secured Improvements shall be completed on or before the date occurring three (3) years from the date of this Agreement. Upon written request of Developer and approval of the Township the Completion Date may be extended from time to time, provided that (i) Developer's written request is received by the Board of Supervisors not less than twenty (20) days prior to the then-current completion date, and (ii) the Financial Security is also extended so that it continues valid and effective for all purposes thereof to a date occurring at least sixty (60) days after the extended completion date. Such times shall be of the essence.
- E. Developer shall be solely responsible, at its sole cost and expense, for the repair and maintenance of all Phase 3 Improvements during and after construction thereof, provided however, that in the case of Phase 3 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 3 Improvements as provided under Section 5 below, and in the case of Phase 3 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 3 Improvements" shall mean, without limitation, keeping the Phase 3 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 3 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 3 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 3 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 3 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 3 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 3 Financial Security for such costs, expenses and fees (notwithstanding that the amount of the Phase 3 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 3 Secured Improvements.**

- A. Developer shall deposit with the Township or otherwise establish the Phase 3 Financial Security all in accordance with and pursuant to the terms and conditions of this Section 3 and the Phase 3 Financial Security Agreement. Unless and until the Phase 3 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 3 of the Subject Land Development, shall be issued by the Township.
- B. The Phase 3 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 3 Secured Improvements in accordance with and pursuant to the Phase 3 Financial Security Agreement. The Phase 2 Financial Security shall be of such type as more fully and further provided in and by the Phase 3 Financial Security Agreement.
- C. The initial amount of the Phase 3 Financial Security shall be Three Million Nine Hundred Seventy Three Thousand One Hundred Seventy Five and 21/100 Dollars (\$3,937,175.21), 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 3 Financial Security shall be subject to such increase, adjustment and reduction as provided in and by the Phase 3 Financial Security Agreement.

4. **Dedication.**

- A. Developer, at its expense, hereby offers to dedicate the following to the Township in Phase 3 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: ; and that portion of Mustang Road from centerline Station 20+32.00 to end Station 29+31.87 (length of 899.54 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 3 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 3; and
 - (4) Any or all other facilities specified to be dedicated to the Township in Phase 3 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 3 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 3 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 2 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 3 Improvements, the structural integrity and proper functioning of each such dedicated Phase 3 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 3 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 3 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 3 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 3 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 3 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 3 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 3 Improvements in accordance with the terms, conditions and requirements of Section 2; and (ii) with respect to incomplete Phase 3 Secured Improvements, obtain payment to it, or its order, of all or any part of the Phase 3 Financial Security and/or to otherwise enforce the Phase 3 Financial Security in order to pay for the costs of such completion and related costs, expenses and fees. If the proceeds of the Phase 3 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 3 Improvements, together with related costs, expenses and fees, the Township, at its option, shall have the right to complete part of the Phase 3 Improvements and to institute appropriate legal and/or equitable actions against Developer to recover monies necessary to complete the remainder of the incomplete Phase 3 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 3 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 3 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 3 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 3 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 3 Financial Security Agreement, shall have the right to recover, from and under the Phase 3 Financial Security, the costs, expenses and fees, described in Subsection A above, notwithstanding that the amount of the Phase 3 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 3 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 3 Financial Security, the Phase 3 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 3 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 3 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. **Developer.** In the event Developer consists of more than one person or entity, the obligations and liabilities hereunder of each such persons and entities shall be joint and several, and the word "Developer" shall mean all or some or any of them.
- C. **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.
- D. **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 3 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.
- E. **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.
- F. **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.

- G. **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.
- H. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the Phase 3 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.
- I. **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: _____
Sandra D'Amico, Chairperson



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 _____, 2021, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Sandra D'Amico, who acknowledged herself to be the Chairperson of the Board of Supervisors of Upper Uwchlan Township, and that she, 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 ~~DELAWARE~~ *Chester* :

On this 24 day of November, 2021, 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.

Kathleen C Hopta
Notary Public

My Commission Expires: 9-23-24

Commonwealth of Pennsylvania - Notary Seal
KATHLEEN C HOPTA - Notary Public
Chester County
My Commission Expires September 23, 2024
Commission Number 1375764

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF ~~DELAWARE~~ *Chester* SS.

On this 24th day of November, 2021, 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.

Kathleen C Hopta
Notary Public

My Commission Expires: 9-23-24

Commonwealth of Pennsylvania - Notary Seal
KATHLEEN C HOPTA - Notary Public
Chester County
My Commission Expires September 23, 2024
Commission Number 1375764

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"

PHASE 3 SECURED IMPROVEMENTS

ESCROW STATUS REPORT

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

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: The Preserve at Marsh Creek (Phase 3)

PROJECT NUMBER: 14-12031T

PROJECT SPONSOR: McKee-Milford Associates, LP
MUNICIPALITY: Upper Uwchlan Township

TOTAL CONSTRUCTION (100%) = \$ 3,579,250.19
TOWNSHIP CONTINGENCY (10%) = \$ 357,925.02

GRAND TOTAL ESCROWED = \$ 3,937,175.21

RELEASE NO.: 0
REQUEST DATE:

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
A. CLEARING & GRUBBING											
Clearing and Grubbing	LS	1.00	\$ 45,000.00	\$ 45,000.00		\$ -		\$ -	1	\$ 45,000.00	
SUBTOTAL ITEM A				\$ 45,000.00		\$ -		\$ -		\$ 45,000.00	
B. EROSION & SEDIMENT CONTROLS											
orange construction fence at bio-basin 6A, 6B, 7A	LF	1278	\$ 2.00	\$ 2,556.00		\$ -		\$ -	1,278	\$ 2,556.00	
tree protection/LOD fence	LF	2248	\$ 2.00	\$ 4,496.00		\$ -		\$ -	2,248	\$ 4,496.00	
24" compost sock	LF	238	\$ 11.50	\$ 2,737.00		\$ -		\$ -	238	\$ 2,737.00	
32" compost sock	LF	2575	\$ 15.00	\$ 38,625.00		\$ -		\$ -	2,575	\$ 38,625.00	
18" silt fence	LF	1735	\$ 1.50	\$ 2,602.50		\$ -		\$ -	1,735	\$ 2,602.50	
inlet protection / asphalt berm	EA	36	\$ 100.00	\$ 3,600.00		\$ -		\$ -	36	\$ 3,600.00	
S-75 erosion blanket w/seed	SF	121085	\$ 0.20	\$ 24,217.00		\$ -		\$ -	121,085	\$ 24,217.00	
C-125 matting in swales 6A, 7A & 8A	SF	1775	\$ 3.25	\$ 5,768.75		\$ -		\$ -	1,775	\$ 5,768.75	
Tire Scrubber	EA	1	\$ 2,750.00	\$ 2,750.00		\$ -		\$ -	1	\$ 2,750.00	
SEDIMENT BASIN #6											
Orange construction fence	LF	413	\$ 2.00	\$ 826.00		\$ -		\$ -	413	\$ 826.00	
Basin skimmer	EA	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -	1	\$ 1,000.00	
S-75 erosion blanket w/seed	SF	10056	\$ 0.20	\$ 2,011.20		\$ -		\$ -	10,056	\$ 2,011.20	
strip topsoil	CY	780	\$ 2.00	\$ 1,560.00		\$ -		\$ -	780	\$ 1,560.00	
cut / fill / compact - key trench	CY	156	\$ 4.50	\$ 702.00		\$ -		\$ -	156	\$ 702.00	
cut / fill / compact	CY	506	\$ 3.40	\$ 1,720.40		\$ -		\$ -	506	\$ 1,720.40	
cut to site	CY	1670	\$ 2.00	\$ 3,340.00		\$ -		\$ -	1,670	\$ 3,340.00	
grade basin	SY	2450	\$ 0.35	\$ 857.50		\$ -		\$ -	2,450	\$ 857.50	
respread topsoil to berms	CY	538	\$ 5.25	\$ 2,824.50		\$ -		\$ -	538	\$ 2,824.50	
outlet structure w/4" knife valve	EA	1	\$ 6,000.00	\$ 6,000.00		\$ -		\$ -	1	\$ 6,000.00	
24" RCP outflow- no cradle	LF	152	\$ 65.00	\$ 9,880.00		\$ -		\$ -	152	\$ 9,880.00	
anti-seep collar	EA	3	\$ 1,100.00	\$ 3,300.00		\$ -		\$ -	3	\$ 3,300.00	
4" HDPE with concrete end section	LF	16	\$ 40.00	\$ 640.00		\$ -		\$ -	16	\$ 640.00	
Basin 6 conversion	LS	1	\$ 45,000.00	\$ 45,000.00		\$ -		\$ -	1	\$ 45,000.00	
Mobilization / Stakeout	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	1	\$ 10,000.00	
SEDIMENT BASIN #7											

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
Orange construction fence	LF	976	\$ 2.00	\$ 1,952.00		\$ -		\$ -	976	\$ 1,952.00	
Basin Baffle Wall	LF	740	\$ 15.00	\$ 11,100.00		\$ -		\$ -	740	\$ 11,100.00	
Basin skimmer	EA	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -	1	\$ 1,000.00	
S-75 erosion blanket w/seed	SF	26837	\$ 0.20	\$ 5,367.40		\$ -		\$ -	26,837	\$ 5,367.40	
strip topsoil	CY	2064	\$ 2.00	\$ 4,128.00		\$ -		\$ -	2,064	\$ 4,128.00	
cut / fill / compact - key trench	CY	681	\$ 4.50	\$ 3,064.50		\$ -		\$ -	681	\$ 3,064.50	
cut / fill / compact	CY	1150	\$ 3.40	\$ 3,910.00		\$ -		\$ -	1,150	\$ 3,910.00	
fill / compact from site stockpile	CY	4051	\$ 1.00	\$ 4,051.00		\$ -		\$ -	4,051	\$ 4,051.00	
grade basin	SY	6460	\$ 0.35	\$ 2,261.00		\$ -		\$ -	6,460	\$ 2,261.00	
respread topsoil to berms	CY	1662	\$ 5.25	\$ 8,725.50		\$ -		\$ -	1,662	\$ 8,725.50	
outlet structure	EA	1	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -	1	\$ 3,000.00	
15" RCP outflow with concrete cradle	LF	32	\$ 175.00	\$ 5,600.00		\$ -		\$ -	32	\$ 5,600.00	
anti-seep collar	EA	1	\$ 1,100.00	\$ 1,100.00		\$ -		\$ -	1	\$ 1,100.00	
15" DW end wall	EA	1	\$ 1,450.00	\$ 1,450.00		\$ -		\$ -	1	\$ 1,450.00	
4" HDPE w/end caps	LF	133	\$ 15.00	\$ 1,995.00		\$ -		\$ -	133	\$ 1,995.00	
yard inlets with knife drain	EA	2	\$ 2,750.00	\$ 5,500.00		\$ -		\$ -	2	\$ 5,500.00	
R-3 rip-rap level spreader	TN	43	\$ 45.00	\$ 1,935.00		\$ -		\$ -	43	\$ 1,935.00	
curb level spreader - 8 X 36"	LF	60	\$ 145.00	\$ 8,700.00		\$ -		\$ -	60	\$ 8,700.00	
P-300 emergency spillway	SF	2400	\$ 0.60	\$ 1,440.00		\$ -		\$ -	2,400	\$ 1,440.00	
Basin 7 conversion	LS	1	\$ 200,000.00	\$ 200,000.00		\$ -		\$ -	1	\$ 200,000.00	
Mobilization / Stakeout	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	1	\$ 10,000.00	
SEDIMENT BASIN #8										\$ -	
Orange construction fence	LF	368	\$ 2.00	\$ 736.00		\$ -		\$ -	368	\$ 736.00	
Basin skimmer	EA	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -	1	\$ 1,000.00	
S-75 erosion blanket w/seed	SF	21360	\$ 0.20	\$ 4,272.00		\$ -		\$ -	21,360	\$ 4,272.00	
strip topsoil	CY	1259	\$ 2.00	\$ 2,518.00		\$ -		\$ -	1,259	\$ 2,518.00	
cut / fill / compact - key trench	CY	430	\$ 4.50	\$ 1,935.00		\$ -		\$ -	430	\$ 1,935.00	
cut / fill / compact	CY	1183	\$ 3.40	\$ 4,022.20		\$ -		\$ -	1,183	\$ 4,022.20	
cut material to basin	CY	633	\$ 2.50	\$ 1,582.50		\$ -		\$ -	633	\$ 1,582.50	
grade basin	SY	3880	\$ 0.35	\$ 1,358.00		\$ -		\$ -	3,880	\$ 1,358.00	
respread topsoil to berms	CY	1018	\$ 5.25	\$ 5,344.50		\$ -		\$ -	1,018	\$ 5,344.50	
temp. riser with 15" pipe and trash rack	EA	1	\$ 3,500.00	\$ 3,500.00		\$ -		\$ -	1	\$ 3,500.00	
outlet structure	EA	1	\$ 2,450.00	\$ 2,450.00		\$ -		\$ -	1	\$ 2,450.00	
18" RCP outflow with concrete cradle	LF	36	\$ 185.00	\$ 6,660.00		\$ -		\$ -	36	\$ 6,660.00	
anti-seep collar	EA	2	\$ 1,100.00	\$ 2,200.00		\$ -		\$ -	2	\$ 2,200.00	
18" DW end wall	EA	1	\$ 1,450.00	\$ 1,450.00		\$ -		\$ -	1	\$ 1,450.00	
4" HDPE with concrete end section	LF	17	\$ 35.00	\$ 595.00		\$ -		\$ -	17	\$ 595.00	
yard inlets with knife drain	EA	1	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -	1	\$ 2,500.00	
R-3 rip-rap level spreader	TN	26	\$ 45.00	\$ 1,170.00		\$ -		\$ -	26	\$ 1,170.00	
curb level spreader - 8 X 36"	LF	70	\$ 145.00	\$ 10,150.00		\$ -		\$ -	70	\$ 10,150.00	
R-4 rip-rap swale	TN	93	\$ 45.00	\$ 4,185.00		\$ -		\$ -	93	\$ 4,185.00	
P-300 emergency spillway	SF	1285	\$ 0.50	\$ 642.50		\$ -		\$ -	1,285	\$ 642.50	
Basin 8 conversion	LS	1	\$ 20,000.00	\$ 20,000.00		\$ -		\$ -	1	\$ 20,000.00	
Mobilization / Stakeout	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	1	\$ 10,000.00	
BIO-RETENTION BASIN # 6-A										\$ -	
Orange construction fence	LF	376	\$ 2.00	\$ 752.00		\$ -		\$ -	376	\$ 752.00	
S-75 erosion blanket w/seed	SF	7342	\$ 0.20	\$ 1,468.40		\$ -		\$ -	7,342	\$ 1,468.40	
strip topsoil	CY	225	\$ 2.00	\$ 450.00		\$ -		\$ -	225	\$ 450.00	
cut / fill / compact	CY	31	\$ 4.50	\$ 139.50		\$ -		\$ -	31	\$ 139.50	
cut to site	CY	967	\$ 2.00	\$ 1,934.00		\$ -		\$ -	967	\$ 1,934.00	
grade basin	SY	705	\$ 0.35	\$ 246.75		\$ -		\$ -	705	\$ 246.75	
respread topsoil to berms	CY	334	\$ 5.25	\$ 1,753.50		\$ -		\$ -	334	\$ 1,753.50	
outlet structure	EA	1	\$ 3,250.00	\$ 3,250.00		\$ -		\$ -	1	\$ 3,250.00	

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
15" HDPE outflow pipe	LF	74	\$ 45.00	\$ 3,330.00		\$ -		\$ -	74	\$ 3,330.00	
anti-seep collar	EA	2	\$ 1,100.00	\$ 2,200.00		\$ -		\$ -	2	\$ 2,200.00	
PAVH - Heavy Metal Switch Grass - plugs	EA	80	\$ 3.85	\$ 308.00		\$ -		\$ -	80	\$ 308.00	
ANV - Broom Sedge - plugs	EA	140	\$ 3.85	\$ 539.00		\$ -		\$ -	140	\$ 539.00	
EUGL - Dwarf Joe Pye Weed - plugs	EA	170	\$ 3.85	\$ 654.50		\$ -		\$ -	170	\$ 654.50	
bio-basin 6-A PEDH - Huskers Red Foxglove Beardtongue - plugs	EA	290	\$ 3.85	\$ 1,116.50		\$ -		\$ -	290	\$ 1,116.50	
CAS - Tussock Sedge - plugs	EA	550	\$ 3.85	\$ 2,117.50		\$ -		\$ -	550	\$ 2,117.50	
mulch bed (5,052 sf at 6" thick)	CY	94	\$ 40.00	\$ 3,742.22		\$ -		\$ -	94	\$ 3,742.22	
river rock inlet berm	EA	1	\$ 1,725.00	\$ 1,725.00		\$ -		\$ -	1	\$ 1,725.00	
bio-basin 6-A conversion	LS	1	\$ 40,000.00	\$ 40,000.00		\$ -		\$ -	1	\$ 40,000.00	
BIO-RETENTION BASIN # 6-B											
Orange construction fence	LF	489	\$ 2.00	\$ 978.00		\$ -		\$ -	489	\$ 978.00	
outlet structure	EA	1	\$ 3,850.00	\$ 3,850.00		\$ -		\$ -	1	\$ 3,850.00	
24" HDPE outflow pipe	LF	118	\$ 65.00	\$ 7,670.00		\$ -		\$ -	118	\$ 7,670.00	
anti-seep collar	EA	3	\$ 1,100.00	\$ 3,300.00		\$ -		\$ -	3	\$ 3,300.00	
cultec system	LS	1	\$ 125,000.00	\$ 125,000.00		\$ -		\$ -	1	\$ 125,000.00	
EUGL - Dwarf Joe Pye Weed - plugs	EA	160	\$ 3.85	\$ 616.00		\$ -		\$ -	160	\$ 616.00	
HIM - Swamp Rose Mallow - plugs	EA	160	\$ 3.85	\$ 616.00		\$ -		\$ -	160	\$ 616.00	
ANGO - Red October Big Bluestem - plugs	EA	190	\$ 3.85	\$ 731.50		\$ -		\$ -	190	\$ 731.50	
PAVH - Heavy Metal Switch Grass - plugs	EA	300	\$ 3.85	\$ 1,155.00		\$ -		\$ -	300	\$ 1,155.00	
CAS - Tussock Sedge - plugs	EA	350	\$ 3.85	\$ 1,347.50		\$ -		\$ -	350	\$ 1,347.50	
JUE - Soft Rush - plugs	EA	600	\$ 3.85	\$ 2,310.00		\$ -		\$ -	600	\$ 2,310.00	
CHL - Northern Sea Oats - plugs	EA	880	\$ 3.85	\$ 3,388.00		\$ -		\$ -	880	\$ 3,388.00	
mulch bed (9,379 sf at 6" thick)	CY	174	\$ 40.00	\$ 6,947.41		\$ -		\$ -	174	\$ 6,947.41	
river rock inlet berm	EA	1	\$ 1,725.00	\$ 1,725.00		\$ -		\$ -	1	\$ 1,725.00	
bio-basin 6-B conversion	LS	1	\$ 7,000.00	\$ 7,000.00		\$ -		\$ -	1	\$ 7,000.00	
BIO-RETENTION BASIN # 7-A											
Orange construction fence	LF	410	\$ 2.00	\$ 820.00		\$ -		\$ -	410	\$ 820.00	
outlet structure	EA	1	\$ 3,450.00	\$ 3,450.00		\$ -		\$ -	1	\$ 3,450.00	
18" HDPE outflow pipe	LF	29	\$ 45.00	\$ 1,305.00		\$ -		\$ -	29	\$ 1,305.00	
anti-seep collar	EA	3	\$ 1,100.00	\$ 3,300.00		\$ -		\$ -	3	\$ 3,300.00	
cultec system	LS	1	\$ 100,000.00	\$ 100,000.00		\$ -		\$ -	1	\$ 100,000.00	
COP - Swamp Tickseed - plugs	EA	190	\$ 3.85	\$ 731.50		\$ -		\$ -	190	\$ 731.50	
IRV - Blue Flag Iris - plugs	EA	290	\$ 3.85	\$ 1,116.50		\$ -		\$ -	290	\$ 1,116.50	
bio-basin 7-A PEDH - Huskers Red Foxglove Beardtongue - plugs	EA	330	\$ 3.85	\$ 1,270.50		\$ -		\$ -	330	\$ 1,270.50	
CHL - Northern Sea Oats - plugs	EA	360	\$ 3.85	\$ 1,386.00		\$ -		\$ -	360	\$ 1,386.00	
ERS - Purple Lovegrass - plugs	EA	370	\$ 3.85	\$ 1,424.50		\$ -		\$ -	370	\$ 1,424.50	
PAVN - Northwind Switch Grass - plugs	EA	410	\$ 3.85	\$ 1,578.50		\$ -		\$ -	410	\$ 1,578.50	
mulch bed (5,210 sf at 6" thick)	CY	96	\$ 40.00	\$ 3,859.26		\$ -		\$ -	96	\$ 3,859.26	
river rock inlet berm	EA	3	\$ 1,725.00	\$ 5,175.00		\$ -		\$ -	3	\$ 5,175.00	
				\$ 909,341.99		\$ -		\$ -		\$ 909,341.99	
SUBTOTAL ITEM B											
C. EARTHWORK											
strip topsoil - to stockpile	CY	21865	\$ 2.00	\$ 43,730.00		\$ -		\$ -	21,865	\$ 43,730.00	
strip topsoil - fill & compact	CY	1038	\$ 3.25	\$ 3,373.50		\$ -		\$ -	1,038	\$ 3,373.50	
cut / fill / compact	CY	47226	\$ 3.25	\$ 153,484.50		\$ -		\$ -	47,226	\$ 153,484.50	
cut / fill / compact - dirt from phase 2	CY	34095	\$ 3.00	\$ 102,285.00		\$ -		\$ -	34,095	\$ 102,285.00	
respread topsoil to open space	CY	7064	\$ 4.25	\$ 30,022.00		\$ -		\$ -	7,064	\$ 30,022.00	
permanent seed, mulch and tack open spaces	SF	53676	\$ 0.10	\$ 5,367.60		\$ -		\$ -	53,676	\$ 5,367.60	
				\$ 338,262.60		\$ -		\$ -		\$ 338,262.60	
SUBTOTAL ITEM C											

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
D. STORM SEWER											
15" HDPE - temporary run	LF	200	\$ 44.00	\$ 8,800.00		\$ -		\$ -	200	\$ 8,800.00	
15" HDPE - 0 to 8'	LF	1537	\$ 44.00	\$ 67,628.00		\$ -		\$ -	1,537	\$ 67,628.00	
18" HDPE - 0 to 8'	LF	693	\$ 48.00	\$ 33,264.00		\$ -		\$ -	693	\$ 33,264.00	
18" HDPE - 8 to 12'	LF	131	\$ 51.00	\$ 6,681.00		\$ -		\$ -	131	\$ 6,681.00	
24" HDPE - 0 to 8'	LF	263	\$ 60.00	\$ 15,780.00		\$ -		\$ -	263	\$ 15,780.00	
24" HDPE - 8 to 12'	LF	123	\$ 63.00	\$ 7,749.00		\$ -		\$ -	123	\$ 7,749.00	
24" HDPE 12 to 16'	LF	17	\$ 65.00	\$ 1,105.00		\$ -		\$ -	17	\$ 1,105.00	
type C storm inlet - 24 X 45" - 0 to 8'	EA	34	\$ 2,850.00	\$ 96,900.00		\$ -		\$ -	34	\$ 96,900.00	
type C storm inlet - 24 X 45" - 8 to 12'	EA	1	\$ 3,875.00	\$ 3,875.00		\$ -		\$ -	1	\$ 3,875.00	
type C storm inlet - 42 X 48" - 0 to 8'	EA	1	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -	1	\$ 3,000.00	
type M storm inlet - 24 X 45" - 0 to 8'	EA	4	\$ 2,500.00	\$ 10,000.00		\$ -		\$ -	4	\$ 10,000.00	
type M storm inlet - 24 X 45" - 12 to 16'	EA	1	\$ 4,750.00	\$ 4,750.00		\$ -		\$ -	1	\$ 4,750.00	
15" D. W. end wall - temporary run	EA	2	\$ 1,250.00	\$ 2,500.00		\$ -		\$ -	2	\$ 2,500.00	
15" D. W. end wall	EA	1	\$ 1,250.00	\$ 1,250.00		\$ -		\$ -	1	\$ 1,250.00	
18" D. W. end wall	EA	5	\$ 1,450.00	\$ 7,250.00		\$ -		\$ -	5	\$ 7,250.00	
24" D. W. end wall	EA	2	\$ 1,600.00	\$ 3,200.00		\$ -		\$ -	2	\$ 3,200.00	
R-3 rip-rap aprons - temp storm run	TN	3	\$ 45.00	\$ 135.00		\$ -		\$ -	3	\$ 135.00	
R-3 rip-rap aprons	TN	6	\$ 45.00	\$ 270.00		\$ -		\$ -	6	\$ 270.00	
R-4 rip-rap aprons	TN	40	\$ 48.00	\$ 1,920.00		\$ -		\$ -	40	\$ 1,920.00	
R-5 rip-rap aprons	TN	11	\$ 50.00	\$ 550.00		\$ -		\$ -	11	\$ 550.00	
R-6 rip-rap aprons	TN	20	\$ 55.00	\$ 1,100.00		\$ -		\$ -	20	\$ 1,100.00	
R-7 rip-rap aprons	TN	37	\$ 62.00	\$ 2,294.00		\$ -		\$ -	37	\$ 2,294.00	
stream crossing	LS	1	\$ 5,500.00	\$ 5,500.00		\$ -		\$ -	1	\$ 5,500.00	
footers	LF	88	\$ 600.00	\$ 52,800.00		\$ -		\$ -	88	\$ 52,800.00	
footers	LF	48	\$ 1,500.00	\$ 72,000.00		\$ -		\$ -	48	\$ 72,000.00	
arch culvert	LS	1	\$ 150,000.00	\$ 150,000.00		\$ -		\$ -	1	\$ 150,000.00	
crane to set bridge - estimated at 3 days	LS	1	\$ 28,500.00	\$ 28,500.00		\$ -		\$ -	1	\$ 28,500.00	
block wing walls	LS	1	\$ 25,000.00	\$ 25,000.00		\$ -		\$ -	1	\$ 25,000.00	
				\$ 613,801.00		\$ -		\$ -		\$ 613,801.00	
SUBTOTAL ITEM D											
E. PAVING & CONCRETE WORK											
CONCRETE											
Belgian Block Curb	LF	7472	\$ 19.00	\$ 141,968.00		\$ -		\$ -	7,472	\$ 141,968.00	
Curb Seal	LF	7472	\$ 0.50	\$ 3,736.00		\$ -		\$ -	7,472	\$ 3,736.00	
Grade & Stone	LF	7472	\$ 4.00	\$ 29,888.00		\$ -		\$ -			
4' Wide Sidewalk (4" Depth)	SF	9820	\$ 5.25	\$ 51,555.00		\$ -		\$ -	9,820	\$ 51,555.00	
Driveway Apron (6" Depth) - Single	EA	14	\$ 1,440.00	\$ 20,160.00		\$ -		\$ -	14	\$ 20,160.00	
Driveway Apron (6" Depth) - Double	EA	10	\$ 3,200.00	\$ 32,000.00		\$ -		\$ -	10	\$ 32,000.00	
Handicap Ramp ADA Matting	EA	9	\$ 450.00	\$ 4,050.00		\$ -		\$ -	9	\$ 4,050.00	
										\$ -	
										\$ -	
PAVEMENT											
Preparation for Paving	SY	12370	\$ 1.25	\$ 15,462.50		\$ -		\$ -	12,370	\$ 15,462.50	
2A Compacted Stone (5" Depth)	SY	12370	\$ 6.75	\$ 83,497.50		\$ -		\$ -	12,370	\$ 83,497.50	
25mm Base Course (5" Depth)	SY	12370	\$ 22.50	\$ 278,325.00		\$ -		\$ -	12,370	\$ 278,325.00	
19mm Binder Course (3" Depth)	SY	12370	\$ 15.00	\$ 185,550.00		\$ -		\$ -	12,370	\$ 185,550.00	
Sweep and Tack for Wearing Course	SY	12370	\$ 0.73	\$ 9,030.10		\$ -		\$ -	12,370	\$ 9,030.10	
9.5mm Wearing Course (1.5" Depth)	SY	12370	\$ 8.50	\$ 105,145.00		\$ -		\$ -	12,370	\$ 105,145.00	
WALKING TRAIL											
Excavate	CY	20	\$ 15.00	\$ 300.00		\$ -		\$ -	20	\$ 300.00	
Fine Grade and Compaction	SY	40	\$ 2.50	\$ 100.00		\$ -		\$ -	40	\$ 100.00	
Class 4 Fabric	SY	40	\$ 4.00	\$ 160.00		\$ -		\$ -	40	\$ 160.00	
2A Modified Base (6" Depth)	SY	40	\$ 10.00	\$ 400.00		\$ -		\$ -	40	\$ 400.00	
19mm Binder Course (2" Depth)	SY	40	\$ 20.00	\$ 800.00		\$ -		\$ -	40	\$ 800.00	

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
9.5mm Wearing Course (1.5" Depth)	SY	40	\$ 21.00	\$ 840.00		\$ -		\$ -	40	\$ 840.00	
Topsoil and Seed Edges of Walking Path	LF	100	\$ 1.50	\$ 150.00		\$ -		\$ -	100	\$ 150.00	
GUIDE RAIL											
Type 31-S guide rail - leading to culvert	LF	125	\$ 45.00	\$ 5,625.00		\$ -		\$ -	125	\$ 5,625.00	
Type 31-S guide rail - leading out of Prescott	LF	110	\$ 45.00	\$ 4,950.00		\$ -		\$ -	110	\$ 4,950.00	
										\$ -	
				\$ 973,692.10		\$ -		\$ -		\$ 973,692.10	
SUBTOTAL ITEM E											
F. SURVEYING											
Contractor Layout	LS	1	\$ 85,000.00	\$ 85,000.00		\$ -		\$ -	1	\$ 85,000.00	
Final Basin As-Built	LS	1	\$ 15,000.00	\$ 15,000.00		\$ -		\$ -	1	\$ 15,000.00	
Iron Pins & Monuments	EA	1	\$ 4,500.00	\$ 4,500.00		\$ -		\$ -	1	\$ 4,500.00	
				\$ 104,500.00		\$ -		\$ -		\$ 104,500.00	
SUBTOTAL ITEM F											
G. LANDSCAPING & LIGHTING											
LIGHTING											
Lumenerea LE3 - 56L - WW	EA	14	\$ 5,000.00	\$ 70,000.00		\$ -		\$ -	14	\$ 70,000.00	
LANDSCAPING											
Shrubs (24" to 30" Height)	EA	456	\$ 50.00	\$ 22,800.00		\$ -		\$ -	456	\$ 22,800.00	
Trees (7' to 8' Height)	EA	282	\$ 350.00	\$ 98,700.00		\$ -		\$ -	282	\$ 98,700.00	
Trees (8' to 10' Height) EVERGREENS	EA	259	\$ 250.00	\$ 64,750.00		\$ -		\$ -	259	\$ 64,750.00	
Deciduous Trees (2.5" to 3" Caliper)	EA	157	\$ 450.00	\$ 70,650.00		\$ -		\$ -	157	\$ 70,650.00	
										\$ -	
				\$ 326,900.00		\$ -		\$ -		\$ 326,900.00	
SUBTOTAL ITEM G											
H. MISCELLANEOUS											
Line Striping	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -	1	\$ 1,000.00	
Signs (Regulatory & Street)	EA	30	\$ 200.00	\$ 6,000.00		\$ -		\$ -	30	\$ 6,000.00	
Mailboxes	EA	7	\$ 1,000.00	\$ 7,000.00		\$ -		\$ -	7	\$ 7,000.00	
Remove Radek Temp. Cul De Sac	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	1	\$ 10,000.00	
Remove end of Prescott	LS	1	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	1	\$ 5,000.00	
RETAINING WALLS AND FENCES											
Excavate for Retaining Wall	LF	970	\$ 4.50	\$ 4,365.00		\$ -		\$ -	970	\$ 4,365.00	
Retaining Walls (TOTAL)	SF	6355	\$ 25.00	\$ 158,875.00		\$ -		\$ -	6,355	\$ 158,875.00	
Retaining Wall Fence Sleeves	EA	138	\$ 100.00	\$ 13,800.00		\$ -		\$ -	138	\$ 13,800.00	
Retaining Wall Fence	LF	805	\$ 26.50	\$ 21,332.50		\$ -		\$ -	805	\$ 21,332.50	
10' Double Wide Gate	EA	3	\$ 800.00	\$ 2,400.00		\$ -		\$ -	3	\$ 2,400.00	
3 Rail Fence with Wire (Basin 6)	LF	500	\$ 18.00	\$ 9,000.00		\$ -		\$ -	500	\$ 9,000.00	
3 Rail Fence with Wire (Basin 7)	LF	1000	\$ 18.00	\$ 18,000.00		\$ -		\$ -	1,000	\$ 18,000.00	
3 Rail Fence with Wire (Basin 8)	LF	610	\$ 18.00	\$ 10,980.00		\$ -		\$ -	610	\$ 10,980.00	
										\$ -	
				\$ 267,752.50		\$ -		\$ -		\$ 267,752.50	
SUBTOTAL ITEM H											
TOTAL IMPROVEMENTS - ITEMS A-H				\$ 3,579,250.19		\$ -		\$ -		\$ 3,579,250.19	
I. RETAINAGE (10%)										\$ -	
J. CONTINGENCY (10%)				\$ 357,925.02		\$ -		\$ -		\$ 357,925.02	

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
						\$ -		\$ -		\$ 3,937,175.21	
NET CONSTRUCTION RELEASE						\$ -		\$ -		\$ 3,937,175.21	
SURETY AMOUNT				\$ 3,937,175.21		\$ -		\$ -			

FINANCIAL SECURITY AGREEMENT

THE PRESERVE AT MARSH CREEK – PHASE 3
SITE IMPROVEMENTS

THIS FINANCIAL SECURITY AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 2021 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, formerly 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 3 of the Subdivision/Development, which includes 105 carriage dwelling units (“Phase 3”), together with such other permits as are necessary to undertake and complete all of the Phase 3 Secured Improvements.

E. In the Phase 3 Development Agreement, as hereinafter defined, Developer agreed to construct or install the Phase 3 Secured Improvements, as hereinafter defined, and to post Phase 2 Financial Security to guarantee to the Township that the Phase 3 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 2 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 3 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 3 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 3 Improvements" shall mean those Improvements that are to be located in Phase 3 on the Tract as depicted on the Plans.

(7) "Phase 3 Secured Improvements" shall mean all those certain Phase 3 Improvements for which the Phase 3 Financial Security is provided or to which the Phase 3 Financial Security otherwise relates. A list of the Phase 3 Secured Improvements is attached here to as Exhibit "A".

(8) "Completion Date" shall mean the date specified in Section 2.D of the Phase 3 Development Agreement on or before which the Phase 3 Improvements shall be completed.

(9) "Financial Security" shall mean the Phase 3 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 3 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 3 Development Agreement" shall mean the Land Development Agreement entered into by Developer and the Township with respect to the development of Phase 2 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 3 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 3 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 3 Financial Security shall be established by Developer upon Developer's execution of this Agreement. The Phase 3 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 3 Secured Improvements.

C. The initial amount of the Financial Security shall be Three Million Nine Hundred Thirty Seven Thousand One Hundred Seventy Five and 21/100 Dollars (\$3,937,175.21)

which amount is 110% of the total of the estimated costs of completing the Phase 3 Secured Improvements.

D. In addition to the Financial Security being posted to guarantee completion of the Phase 3 Secured Improvements, before construction of the Phase 3 Improvements may begin, Developer shall deposit with the Township a sum of money equal to Seventy One Thousand Five Hundred Eighty Five and 00/100 Dollars (\$71,585.00) which sum represents 2% of the estimated cost of construction of the Phase 3 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 3 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 3 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 3 Financial Security, (ii) the Phase 3 Financial Security shall not be terminated or closed or expire, and (iii) any balance of funds in the Phase 3 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 3 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 3 Secured Improvements, or any part thereof, are not completed within one (1) year after the date of this Agreement, Developer shall post additional Phase 3 Financial Security in accordance with the provisions of the MPC; and Developer shall continue to provide such additional Phase 3 Financial Security on each one (1)-year anniversary date of this Agreement thereafter if the Phase 3 Secured Improvements, or any part thereof, are not completed (and shall further continue to provide such additional Phase 3 Financial Security on each one (1)-year anniversary date of this Agreement in the event that the Completion Date has expired and the 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 3 Financial Security or of any such increase or other adjustment in the amount of the Phase 3 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 3 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 2 Financial Security or as increases or other adjustments to the Phase 2 Financial Security shall become part of the Phase 2 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 3 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 3 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 3 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 3 Financial Security be reduced below One Hundred Ten percent (110%) of the estimated costs of completing the remaining uncompleted Phase 3 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 3 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 3 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 3 Financial Security prior to the performance of any work by or for the Township in order to complete the Phase 3 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 3 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 3 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 3 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 2 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 3 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 3 Financial Security (notwithstanding that the amount of the Phase 3 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 3 Financial Security, in a form acceptable to the Township and in the amount by which the Phase 3 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 3 Financial Security. The failure of Developer to provide the Township such additional Phase 3 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 3 Development Agreement and/or as otherwise provided by law, until the default or breach is properly and fully cured. The additional Phase 2 Financial Security shall be and constitute Phase 3 Financial Security fully subject to the terms and conditions of this Agreement.

7. Final Release of Phase 3 Financial Security; Termination of Agreement.

A. After all of the Phase 3 Secured Improvements have been completed in accordance with the Phase 3 Development Agreement, and after all of the provisions of the Phase 3 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 3 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 3 Financial Security. Such release authorized by the Township shall be the final release of the Phase 3 Financial Security, and shall further release Developer and the Surety from and under the Phase 3 Financial Security and this Agreement.

B. At and upon the aforesaid Township-authorized release of the balance of the Phase 3 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 3 Financial Security.

A. The Phase 3 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 3 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 3 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 3 Financial Security requirements of this Agreement are not satisfied, or, if Developer otherwise fails to provide and maintain the Phase 3 Financial Security under and in accordance with this Agreement, the Township shall give Developer written notice to provide the required Phase 3 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 3 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 3 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 3 Financial Security.

C. Developer and Surety further agree that the obligations of the Surety under this Agreement, and under and with respect the Phase 3 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 3 Improvements or the obligations of the Developer under this Agreement or the Phase 3 Development Agreement.

10. Charges of Surety.

Any and all charges made by the Surety for the establishment, creation, administration or termination of the Phase 3 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 3 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 3 Financial Security, such interest shall merge with and become part of the funds represented by the Phase 3 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 3 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 3 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 3 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 3 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 3 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. Developer. In the event Developer consists of more than one person or entity, the obligations and liabilities hereunder of each such persons and entities shall be joint and several, and the word "Developer" shall mean all or some or any of them.

C. 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.

D. 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.

E. 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.

F. 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.

G. **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.

H. **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.

I. **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: _____
Sandra D'Amico, Chairperson



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 Sandra D'Amico, who acknowledged herself to be the Chairperson of the Board of Supervisors of Upper Uwchlan Township, and that she, 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:



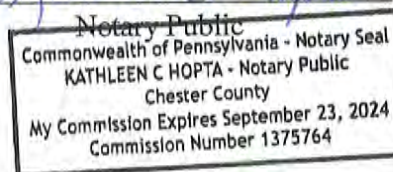
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF ~~DELAWARE~~ Chester :

On this 24th day of November, 2021, 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.

My Commission Expires: 9-23-24



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF ~~DELAWARE~~ Chester :

On this 24th day of November, 2024, 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.

Kathleen C. Hopta
Notary Public

My Commission Expires: 9-23-24

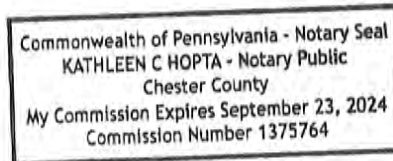


EXHIBIT "A"

List of Secured Improvements

ESCROW STATUS REPORT

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

PROJECT NAME: The Preserve at Marsh Creek (Phase 3)	SUMMARY OF ESCROW ACCOUNT
PROJECT NUMBER: 14-12031T	TOTAL CONSTRUCTION (100%) = \$ 3,579,250.19
PROJECT SPONSOR: McKee-Milford Associates, LP	TOWNSHIP CONTINGENCY (10%) = \$ 357,925.02
MUNICIPALITY: Upper Uwchlan Township	
	GRAND TOTAL ESCROWED = \$ 3,937,175.21
	RELEASE NO.: 0
	REQUEST DATE:

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
A. CLEARING & GRUBBING											
Clearing and Grubbing	LS	1.00	\$ 45,000.00	\$ 45,000.00		\$ -		\$ -	1	\$ 45,000.00	
SUBTOTAL ITEM A				\$ 45,000.00		\$ -		\$ -		\$ 45,000.00	
B. EROSION & SEDIMENT CONTROLS											
orange construction fence at bio-basin 6A, 6B, 7A	LF	1278	\$ 2.00	\$ 2,556.00		\$ -		\$ -	1,278	\$ 2,556.00	
tree protection/LOD fence	LF	2248	\$ 2.00	\$ 4,496.00		\$ -		\$ -	2,248	\$ 4,496.00	
24" compost sock	LF	238	\$ 11.50	\$ 2,737.00		\$ -		\$ -	238	\$ 2,737.00	
32" compost sock	LF	2575	\$ 15.00	\$ 38,625.00		\$ -		\$ -	2,575	\$ 38,625.00	
18" silt fence	LF	1735	\$ 1.50	\$ 2,602.50		\$ -		\$ -	1,735	\$ 2,602.50	
inlet protection / asphalt berm	EA	36	\$ 100.00	\$ 3,600.00		\$ -		\$ -	36	\$ 3,600.00	
S-75 erosion blanket w/seed	SF	121085	\$ 0.20	\$ 24,217.00		\$ -		\$ -	121,085	\$ 24,217.00	
C-125 matting in swales 6A, 7A & 8A	SF	1775	\$ 3.25	\$ 5,768.75		\$ -		\$ -	1,775	\$ 5,768.75	
Tire Scrubber	EA	1	\$ 2,750.00	\$ 2,750.00		\$ -		\$ -	1	\$ 2,750.00	
SEDIMENT BASIN #6											
Orange construction fence	LF	413	\$ 2.00	\$ 826.00		\$ -		\$ -	413	\$ 826.00	
Basin skimmer	EA	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -	1	\$ 1,000.00	
S-75 erosion blanket w/seed	SF	10056	\$ 0.20	\$ 2,011.20		\$ -		\$ -	10,056	\$ 2,011.20	
strip topsoil	CY	780	\$ 2.00	\$ 1,560.00		\$ -		\$ -	780	\$ 1,560.00	
cut / fill / compact - key trench	CY	156	\$ 4.50	\$ 702.00		\$ -		\$ -	156	\$ 702.00	
cut / fill / compact	CY	506	\$ 3.40	\$ 1,720.40		\$ -		\$ -	506	\$ 1,720.40	
cut to site	CY	1670	\$ 2.00	\$ 3,340.00		\$ -		\$ -	1,670	\$ 3,340.00	
grade basin	SY	2450	\$ 0.35	\$ 857.50		\$ -		\$ -	2,450	\$ 857.50	
respread topsoil to berms	CY	538	\$ 5.25	\$ 2,824.50		\$ -		\$ -	538	\$ 2,824.50	
outlet structure w/4" knife valve	EA	1	\$ 6,000.00	\$ 6,000.00		\$ -		\$ -	1	\$ 6,000.00	
24" RCP outflow- no cradle	LF	152	\$ 65.00	\$ 9,880.00		\$ -		\$ -	152	\$ 9,880.00	
anti-seep collar	EA	3	\$ 1,100.00	\$ 3,300.00		\$ -		\$ -	3	\$ 3,300.00	
4" HDPE with concrete end section	LF	16	\$ 40.00	\$ 640.00		\$ -		\$ -	16	\$ 640.00	
Basin 6 conversion	LS	1	\$ 45,000.00	\$ 45,000.00		\$ -		\$ -	1	\$ 45,000.00	
Mobilization / Stakeout	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	1	\$ 10,000.00	
SEDIMENT BASIN #7											

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
Orange construction fence	LF	976	\$ 2.00	\$ 1,952.00		\$ -		\$ -	976	\$ 1,952.00	
Basin Baffle Wall	LF	740	\$ 15.00	\$ 11,100.00		\$ -		\$ -	740	\$ 11,100.00	
Basin skimmer	EA	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -	1	\$ 1,000.00	
S-75 erosion blanket w/seed	SF	26837	\$ 0.20	\$ 5,367.40		\$ -		\$ -	26,837	\$ 5,367.40	
strip topsoil	CY	2064	\$ 2.00	\$ 4,128.00		\$ -		\$ -	2,064	\$ 4,128.00	
cut / fill / compact - key trench	CY	681	\$ 4.50	\$ 3,064.50		\$ -		\$ -	681	\$ 3,064.50	
cut / fill / compact	CY	1150	\$ 3.40	\$ 3,910.00		\$ -		\$ -	1,150	\$ 3,910.00	
fill / compact from site stockpile	CY	4051	\$ 1.00	\$ 4,051.00		\$ -		\$ -	4,051	\$ 4,051.00	
grade basin	SY	6460	\$ 0.35	\$ 2,261.00		\$ -		\$ -	6,460	\$ 2,261.00	
respread topsoil to berms	CY	1662	\$ 5.25	\$ 8,725.50		\$ -		\$ -	1,662	\$ 8,725.50	
outlet structure	EA	1	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -	1	\$ 3,000.00	
15" RCP outflow with concrete cradle	LF	32	\$ 175.00	\$ 5,600.00		\$ -		\$ -	32	\$ 5,600.00	
anti-seep collar	EA	1	\$ 1,100.00	\$ 1,100.00		\$ -		\$ -	1	\$ 1,100.00	
15" DW end wall	EA	1	\$ 1,450.00	\$ 1,450.00		\$ -		\$ -	1	\$ 1,450.00	
4" HDPE w/end caps	LF	133	\$ 15.00	\$ 1,995.00		\$ -		\$ -	133	\$ 1,995.00	
yard inlets with knife drain	EA	2	\$ 2,750.00	\$ 5,500.00		\$ -		\$ -	2	\$ 5,500.00	
R-3 rip-rap level spreader	TN	43	\$ 45.00	\$ 1,935.00		\$ -		\$ -	43	\$ 1,935.00	
curb level spreader - 8 X 36"	LF	60	\$ 145.00	\$ 8,700.00		\$ -		\$ -	60	\$ 8,700.00	
P-300 emergency spillway	SF	2400	\$ 0.60	\$ 1,440.00		\$ -		\$ -	2,400	\$ 1,440.00	
Basin 7 conversion	LS	1	\$ 200,000.00	\$ 200,000.00		\$ -		\$ -	1	\$ 200,000.00	
Mobilization / Stakeout	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	1	\$ 10,000.00	
SEDIMENT BASIN #8										\$ -	
Orange construction fence	LF	368	\$ 2.00	\$ 736.00		\$ -		\$ -	368	\$ 736.00	
Basin skimmer	EA	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -	1	\$ 1,000.00	
S-75 erosion blanket w/seed	SF	21360	\$ 0.20	\$ 4,272.00		\$ -		\$ -	21,360	\$ 4,272.00	
strip topsoil	CY	1259	\$ 2.00	\$ 2,518.00		\$ -		\$ -	1,259	\$ 2,518.00	
cut / fill / compact - key trench	CY	430	\$ 4.50	\$ 1,935.00		\$ -		\$ -	430	\$ 1,935.00	
cut / fill / compact	CY	1183	\$ 3.40	\$ 4,022.20		\$ -		\$ -	1,183	\$ 4,022.20	
cut material to basin	CY	633	\$ 2.50	\$ 1,582.50		\$ -		\$ -	633	\$ 1,582.50	
grade basin	SY	3880	\$ 0.35	\$ 1,358.00		\$ -		\$ -	3,880	\$ 1,358.00	
respread topsoil to berms	CY	1018	\$ 5.25	\$ 5,344.50		\$ -		\$ -	1,018	\$ 5,344.50	
temp. riser with 15" pipe and trash rack	EA	1	\$ 3,500.00	\$ 3,500.00		\$ -		\$ -	1	\$ 3,500.00	
outlet structure	EA	1	\$ 2,450.00	\$ 2,450.00		\$ -		\$ -	1	\$ 2,450.00	
18" RCP outflow with concrete cradle	LF	36	\$ 185.00	\$ 6,660.00		\$ -		\$ -	36	\$ 6,660.00	
anti-seep collar	EA	2	\$ 1,100.00	\$ 2,200.00		\$ -		\$ -	2	\$ 2,200.00	
18" DW end wall	EA	1	\$ 1,450.00	\$ 1,450.00		\$ -		\$ -	1	\$ 1,450.00	
4" HDPE with concrete end section	LF	17	\$ 35.00	\$ 595.00		\$ -		\$ -	17	\$ 595.00	
yard inlets with knife drain	EA	1	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -	1	\$ 2,500.00	
R-3 rip-rap level spreader	TN	26	\$ 45.00	\$ 1,170.00		\$ -		\$ -	26	\$ 1,170.00	
curb level spreader - 8 X 36"	LF	70	\$ 145.00	\$ 10,150.00		\$ -		\$ -	70	\$ 10,150.00	
R-4 rip-rap swale	TN	93	\$ 45.00	\$ 4,185.00		\$ -		\$ -	93	\$ 4,185.00	
P-300 emergency spillway	SF	1285	\$ 0.50	\$ 642.50		\$ -		\$ -	1,285	\$ 642.50	
Basin 8 conversion	LS	1	\$ 20,000.00	\$ 20,000.00		\$ -		\$ -	1	\$ 20,000.00	
Mobilization / Stakeout	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	1	\$ 10,000.00	
BIO-RETENTION BASIN # 6-A										\$ -	
Orange construction fence	LF	376	\$ 2.00	\$ 752.00		\$ -		\$ -	376	\$ 752.00	
S-75 erosion blanket w/seed	SF	7342	\$ 0.20	\$ 1,468.40		\$ -		\$ -	7,342	\$ 1,468.40	
strip topsoil	CY	225	\$ 2.00	\$ 450.00		\$ -		\$ -	225	\$ 450.00	
cut / fill / compact	CY	31	\$ 4.50	\$ 139.50		\$ -		\$ -	31	\$ 139.50	
cut to site	CY	967	\$ 2.00	\$ 1,934.00		\$ -		\$ -	967	\$ 1,934.00	
grade basin	SY	705	\$ 0.35	\$ 246.75		\$ -		\$ -	705	\$ 246.75	
respread topsoil to berms	CY	334	\$ 5.25	\$ 1,753.50		\$ -		\$ -	334	\$ 1,753.50	
outlet structure	EA	1	\$ 3,250.00	\$ 3,250.00		\$ -		\$ -	1	\$ 3,250.00	

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
15" HDPE outflow pipe	LF	74	\$ 45.00	\$ 3,330.00		\$ -		\$ -	74	\$ 3,330.00	
anti-seep collar	EA	2	\$ 1,100.00	\$ 2,200.00		\$ -		\$ -	2	\$ 2,200.00	
PAVH - Heavy Metal Switch Grass - plugs	EA	80	\$ 3.85	\$ 308.00		\$ -		\$ -	80	\$ 308.00	
ANV - Broom Sedge - plugs	EA	140	\$ 3.85	\$ 539.00		\$ -		\$ -	140	\$ 539.00	
EUGL - Dwarf Joe Pye Weed - plugs	EA	170	\$ 3.85	\$ 654.50		\$ -		\$ -	170	\$ 654.50	
bio-basin 6-A PEDH - Huskers Red Foxglove Beardtongue - plugs	EA	290	\$ 3.85	\$ 1,116.50		\$ -		\$ -	290	\$ 1,116.50	
CAS - Tussock Sedge - plugs	EA	550	\$ 3.85	\$ 2,117.50		\$ -		\$ -	550	\$ 2,117.50	
mulch bed (5,052 sf at 6" thick)	CY	94	\$ 40.00	\$ 3,742.22		\$ -		\$ -	94	\$ 3,742.22	
river rock inlet berm	EA	1	\$ 1,725.00	\$ 1,725.00		\$ -		\$ -	1	\$ 1,725.00	
bio-basin 6-A conversion	LS	1	\$ 40,000.00	\$ 40,000.00		\$ -		\$ -	1	\$ 40,000.00	
BIO-RETENTION BASIN # 6-B											
Orange construction fence	LF	489	\$ 2.00	\$ 978.00		\$ -		\$ -	489	\$ 978.00	
outlet structure	EA	1	\$ 3,850.00	\$ 3,850.00		\$ -		\$ -	1	\$ 3,850.00	
24" HDPE outflow pipe	LF	118	\$ 65.00	\$ 7,670.00		\$ -		\$ -	118	\$ 7,670.00	
anti-seep collar	EA	3	\$ 1,100.00	\$ 3,300.00		\$ -		\$ -	3	\$ 3,300.00	
cultec system	LS	1	\$ 125,000.00	\$ 125,000.00		\$ -		\$ -	1	\$ 125,000.00	
EUGL - Dwarf Joe Pye Weed - plugs	EA	160	\$ 3.85	\$ 616.00		\$ -		\$ -	160	\$ 616.00	
HIM - Swamp Rose Mallow - plugs	EA	160	\$ 3.85	\$ 616.00		\$ -		\$ -	160	\$ 616.00	
ANGO - Red October Big Bluestem - plugs	EA	190	\$ 3.85	\$ 731.50		\$ -		\$ -	190	\$ 731.50	
PAVH - Heavy Metal Switch Grass - plugs	EA	300	\$ 3.85	\$ 1,155.00		\$ -		\$ -	300	\$ 1,155.00	
CAS - Tussock Sedge - plugs	EA	350	\$ 3.85	\$ 1,347.50		\$ -		\$ -	350	\$ 1,347.50	
JUE - Soft Rush - plugs	EA	600	\$ 3.85	\$ 2,310.00		\$ -		\$ -	600	\$ 2,310.00	
CHL - Northern Sea Oats - plugs	EA	880	\$ 3.85	\$ 3,388.00		\$ -		\$ -	880	\$ 3,388.00	
mulch bed (9,379 sf at 6" thick)	CY	174	\$ 40.00	\$ 6,947.41		\$ -		\$ -	174	\$ 6,947.41	
river rock inlet berm	EA	1	\$ 1,725.00	\$ 1,725.00		\$ -		\$ -	1	\$ 1,725.00	
bio-basin 6-B conversion	LS	1	\$ 7,000.00	\$ 7,000.00		\$ -		\$ -	1	\$ 7,000.00	
BIO-RETENTION BASIN # 7-A											
Orange construction fence	LF	410	\$ 2.00	\$ 820.00		\$ -		\$ -	410	\$ 820.00	
outlet structure	EA	1	\$ 3,450.00	\$ 3,450.00		\$ -		\$ -	1	\$ 3,450.00	
18" HDPE outflow pipe	LF	29	\$ 45.00	\$ 1,305.00		\$ -		\$ -	29	\$ 1,305.00	
anti-seep collar	EA	3	\$ 1,100.00	\$ 3,300.00		\$ -		\$ -	3	\$ 3,300.00	
cultec system	LS	1	\$ 100,000.00	\$ 100,000.00		\$ -		\$ -	1	\$ 100,000.00	
COP - Swamp Tickseed - plugs	EA	190	\$ 3.85	\$ 731.50		\$ -		\$ -	190	\$ 731.50	
IRV - Blue Flag Iris - plugs	EA	290	\$ 3.85	\$ 1,116.50		\$ -		\$ -	290	\$ 1,116.50	
bio-basin 7-A PEDH - Huskers Red Foxglove Beardtongue - plugs	EA	330	\$ 3.85	\$ 1,270.50		\$ -		\$ -	330	\$ 1,270.50	
CHL - Northern Sea Oats - plugs	EA	360	\$ 3.85	\$ 1,386.00		\$ -		\$ -	360	\$ 1,386.00	
ERS - Purple Lovegrass - plugs	EA	370	\$ 3.85	\$ 1,424.50		\$ -		\$ -	370	\$ 1,424.50	
PAVN - Northwind Switch Grass - plugs	EA	410	\$ 3.85	\$ 1,578.50		\$ -		\$ -	410	\$ 1,578.50	
mulch bed (5,210 sf at 6" thick)	CY	96	\$ 40.00	\$ 3,859.26		\$ -		\$ -	96	\$ 3,859.26	
river rock inlet berm	EA	3	\$ 1,725.00	\$ 5,175.00		\$ -		\$ -	3	\$ 5,175.00	
SUBTOTAL ITEM B				\$ 909,341.99		\$ -		\$ -		\$ 909,341.99	
C. EARTHWORK											
strip topsoil - to stockpile	CY	21865	\$ 2.00	\$ 43,730.00		\$ -		\$ -	21,865	\$ 43,730.00	
strip topsoil - fill & compact	CY	1038	\$ 3.25	\$ 3,373.50		\$ -		\$ -	1,038	\$ 3,373.50	
cut / fill / compact	CY	47226	\$ 3.25	\$ 153,484.50		\$ -		\$ -	47,226	\$ 153,484.50	
cut / fill / compact - dirt from phase 2	CY	34095	\$ 3.00	\$ 102,285.00		\$ -		\$ -	34,095	\$ 102,285.00	
respread topsoil to open space	CY	7064	\$ 4.25	\$ 30,022.00		\$ -		\$ -	7,064	\$ 30,022.00	
permanent seed, mulch and tack open spaces	SF	53676	\$ 0.10	\$ 5,367.60		\$ -		\$ -	53,676	\$ 5,367.60	
SUBTOTAL ITEM C				\$ 338,262.60		\$ -		\$ -		\$ 338,262.60	

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
D. STORM SEWER											
15" HDPE - temporary run	LF	200	\$ 44.00	\$ 8,800.00		\$ -		\$ -	200	\$ 8,800.00	
15" HDPE - 0 to 8'	LF	1537	\$ 44.00	\$ 67,628.00		\$ -		\$ -	1,537	\$ 67,628.00	
18" HDPE - 0 to 8'	LF	693	\$ 48.00	\$ 33,264.00		\$ -		\$ -	693	\$ 33,264.00	
18" HDPE - 8 to 12'	LF	131	\$ 51.00	\$ 6,681.00		\$ -		\$ -	131	\$ 6,681.00	
24" HDPE - 0 to 8'	LF	263	\$ 60.00	\$ 15,780.00		\$ -		\$ -	263	\$ 15,780.00	
24" HDPE - 8 to 12'	LF	123	\$ 63.00	\$ 7,749.00		\$ -		\$ -	123	\$ 7,749.00	
24" HDPE 12 to 16'	LF	17	\$ 65.00	\$ 1,105.00		\$ -		\$ -	17	\$ 1,105.00	
type C storm inlet - 24 X 45" - 0 to 8'	EA	34	\$ 2,850.00	\$ 96,900.00		\$ -		\$ -	34	\$ 96,900.00	
type C storm inlet - 24 X 45" - 8 to 12'	EA	1	\$ 3,875.00	\$ 3,875.00		\$ -		\$ -	1	\$ 3,875.00	
type C storm inlet - 42 X 48" - 0 to 8'	EA	1	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -	1	\$ 3,000.00	
type M storm inlet - 24 X 45" - 0 to 8'	EA	4	\$ 2,500.00	\$ 10,000.00		\$ -		\$ -	4	\$ 10,000.00	
type M storm inlet - 24 X 45" - 12 to 16'	EA	1	\$ 4,750.00	\$ 4,750.00		\$ -		\$ -	1	\$ 4,750.00	
15" D. W. end wall - temporary run	EA	2	\$ 1,250.00	\$ 2,500.00		\$ -		\$ -	2	\$ 2,500.00	
15" D. W. end wall	EA	1	\$ 1,250.00	\$ 1,250.00		\$ -		\$ -	1	\$ 1,250.00	
18" D. W. end wall	EA	5	\$ 1,450.00	\$ 7,250.00		\$ -		\$ -	5	\$ 7,250.00	
24" D. W. end wall	EA	2	\$ 1,600.00	\$ 3,200.00		\$ -		\$ -	2	\$ 3,200.00	
R-3 rip-rap aprons - temp storm run	TN	3	\$ 45.00	\$ 135.00		\$ -		\$ -	3	\$ 135.00	
R-3 rip-rap aprons	TN	6	\$ 45.00	\$ 270.00		\$ -		\$ -	6	\$ 270.00	
R-4 rip-rap aprons	TN	40	\$ 48.00	\$ 1,920.00		\$ -		\$ -	40	\$ 1,920.00	
R-5 rip-rap aprons	TN	11	\$ 50.00	\$ 550.00		\$ -		\$ -	11	\$ 550.00	
R-6 rip-rap aprons	TN	20	\$ 55.00	\$ 1,100.00		\$ -		\$ -	20	\$ 1,100.00	
R-7 rip-rap aprons	TN	37	\$ 62.00	\$ 2,294.00		\$ -		\$ -	37	\$ 2,294.00	
stream crossing	LS	1	\$ 5,500.00	\$ 5,500.00		\$ -		\$ -	1	\$ 5,500.00	
footers	LF	88	\$ 600.00	\$ 52,800.00		\$ -		\$ -	88	\$ 52,800.00	
footers	LF	48	\$ 1,500.00	\$ 72,000.00		\$ -		\$ -	48	\$ 72,000.00	
arch culvert	LS	1	\$ 150,000.00	\$ 150,000.00		\$ -		\$ -	1	\$ 150,000.00	
crane to set bridge - estimated at 3 days	LS	1	\$ 28,500.00	\$ 28,500.00		\$ -		\$ -	1	\$ 28,500.00	
block wing walls	LS	1	\$ 25,000.00	\$ 25,000.00		\$ -		\$ -	1	\$ 25,000.00	
				\$ 613,801.00		\$ -		\$ -		\$ 613,801.00	
SUBTOTAL ITEM D											
E. PAVING & CONCRETE WORK											
CONCRETE											
Belgian Block Curb	LF	7472	\$ 19.00	\$ 141,968.00		\$ -		\$ -	7,472	\$ 141,968.00	
Curb Seal	LF	7472	\$ 0.50	\$ 3,736.00		\$ -		\$ -	7,472	\$ 3,736.00	
Grade & Stone	LF	7472	\$ 4.00	\$ 29,888.00		\$ -		\$ -			
4' Wide Sidewalk (4" Depth)	SF	9820	\$ 5.25	\$ 51,555.00		\$ -		\$ -	9,820	\$ 51,555.00	
Driveway Apron (6" Depth) - Single	EA	14	\$ 1,440.00	\$ 20,160.00		\$ -		\$ -	14	\$ 20,160.00	
Driveway Apron (6" Depth) - Double	EA	10	\$ 3,200.00	\$ 32,000.00		\$ -		\$ -	10	\$ 32,000.00	
Handicap Ramp ADA Matting	EA	9	\$ 450.00	\$ 4,050.00		\$ -		\$ -	9	\$ 4,050.00	
										\$ -	
										\$ -	
PAVEMENT											
Preparation for Paving	SY	12370	\$ 1.25	\$ 15,462.50		\$ -		\$ -	12,370	\$ 15,462.50	
2A Compacted Stone (5" Depth)	SY	12370	\$ 6.75	\$ 83,497.50		\$ -		\$ -	12,370	\$ 83,497.50	
25mm Base Course (5" Depth)	SY	12370	\$ 22.50	\$ 278,325.00		\$ -		\$ -	12,370	\$ 278,325.00	
19mm Binder Course (3" Depth)	SY	12370	\$ 15.00	\$ 185,550.00		\$ -		\$ -	12,370	\$ 185,550.00	
Sweep and Tack for Wearing Course	SY	12370	\$ 0.73	\$ 9,030.10		\$ -		\$ -	12,370	\$ 9,030.10	
9.5mm Wearing Course (1.5" Depth)	SY	12370	\$ 8.50	\$ 105,145.00		\$ -		\$ -	12,370	\$ 105,145.00	
WALKING TRAIL											
Excavate	CY	20	\$ 15.00	\$ 300.00		\$ -		\$ -	20	\$ 300.00	
Fine Grade and Compaction	SY	40	\$ 2.50	\$ 100.00		\$ -		\$ -	40	\$ 100.00	
Class 4 Fabric	SY	40	\$ 4.00	\$ 160.00		\$ -		\$ -	40	\$ 160.00	
2A Modified Base (6" Depth)	SY	40	\$ 10.00	\$ 400.00		\$ -		\$ -	40	\$ 400.00	
19mm Binder Course (2" Depth)	SY	40	\$ 20.00	\$ 800.00		\$ -		\$ -	40	\$ 800.00	

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
9.5mm Wearing Course (1.5" Depth)	SY	40	\$ 21.00	\$ 840.00		\$ -		\$ -	40	\$ 840.00	
Topsoil and Seed Edges of Walking Path	LF	100	\$ 1.50	\$ 150.00		\$ -		\$ -	100	\$ 150.00	
GUIDE RAIL											
Type 31-S guide rail - leading to culvert	LF	125	\$ 45.00	\$ 5,625.00		\$ -		\$ -	125	\$ 5,625.00	
Type 31-S guide rail - leading out of Prescott	LF	110	\$ 45.00	\$ 4,950.00		\$ -		\$ -	110	\$ 4,950.00	
										\$ -	
				\$ 973,692.10		\$ -		\$ -		\$ 973,692.10	
SUBTOTAL ITEM E											
F. SURVEYING											
Contractor Layout	LS	1	\$ 85,000.00	\$ 85,000.00		\$ -		\$ -	1	\$ 85,000.00	
Final Basin As-Built	LS	1	\$ 15,000.00	\$ 15,000.00		\$ -		\$ -	1	\$ 15,000.00	
Iron Pins & Monuments	EA	1	\$ 4,500.00	\$ 4,500.00		\$ -		\$ -	1	\$ 4,500.00	
				\$ 104,500.00		\$ -		\$ -		\$ 104,500.00	
SUBTOTAL ITEM F											
G. LANDSCAPING & LIGHTING											
LIGHTING											
Lumenerea LE3 - 56L - VVV	EA	14	\$ 5,000.00	\$ 70,000.00		\$ -		\$ -	14	\$ 70,000.00	
LANDSCAPING											
Shrubs (24" to 30" Height)	EA	456	\$ 50.00	\$ 22,800.00		\$ -		\$ -	456	\$ 22,800.00	
Trees (7' to 8' Height)	EA	282	\$ 350.00	\$ 98,700.00		\$ -		\$ -	282	\$ 98,700.00	
Trees (8' to 10' Height) EVERGREENS	EA	259	\$ 250.00	\$ 64,750.00		\$ -		\$ -	259	\$ 64,750.00	
Deciduous Trees (2.5" to 3" Caliper)	EA	157	\$ 450.00	\$ 70,650.00		\$ -		\$ -	157	\$ 70,650.00	
										\$ -	
				\$ 326,900.00		\$ -		\$ -		\$ 326,900.00	
SUBTOTAL ITEM G											
H. MISCELLANEOUS											
Line Striping	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -	1	\$ 1,000.00	
Signs (Regulatory & Street)	EA	30	\$ 200.00	\$ 6,000.00		\$ -		\$ -	30	\$ 6,000.00	
Mailboxes	EA	7	\$ 1,000.00	\$ 7,000.00		\$ -		\$ -	7	\$ 7,000.00	
Remove Radek Temp. Cul De Sac	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	1	\$ 10,000.00	
Remove end of Prescott	LS	1	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	1	\$ 5,000.00	
RETAINING WALLS AND FENCES											
Excavate for Retaining Wall	LF	970	\$ 4.50	\$ 4,365.00		\$ -		\$ -	970	\$ 4,365.00	
Retaining Walls (TOTAL)	SF	6355	\$ 25.00	\$ 158,875.00		\$ -		\$ -	6,355	\$ 158,875.00	
Retaining Wall Fence Sleeves	EA	138	\$ 100.00	\$ 13,800.00		\$ -		\$ -	138	\$ 13,800.00	
Retaining Wall Fence	LF	805	\$ 26.50	\$ 21,332.50		\$ -		\$ -	805	\$ 21,332.50	
10' Double Wide Gate	EA	3	\$ 800.00	\$ 2,400.00		\$ -		\$ -	3	\$ 2,400.00	
3 Rail Fence with Wire (Basin 6)	LF	500	\$ 18.00	\$ 9,000.00		\$ -		\$ -	500	\$ 9,000.00	
3 Rail Fence with Wire (Basin 7)	LF	1000	\$ 18.00	\$ 18,000.00		\$ -		\$ -	1,000	\$ 18,000.00	
3 Rail Fence with Wire (Basin 8)	LF	610	\$ 18.00	\$ 10,980.00		\$ -		\$ -	610	\$ 10,980.00	
										\$ -	
				\$ 267,752.50		\$ -		\$ -		\$ 267,752.50	
SUBTOTAL ITEM H											
TOTAL IMPROVEMENTS - ITEMS A-H				\$ 3,579,250.19		\$ -		\$ -		\$ 3,579,250.19	
I. RETAINAGE (10%)						\$ -		\$ -		\$ -	
				\$ 357,925.02		\$ -		\$ -		\$ 357,925.02	
J. CONTINGENCY (10%)											

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
						\$ -		\$ -		\$ 3,937,175.21	
NET CONSTRUCTION RELEASE						\$ -		\$ -		\$ 3,937,175.21	
SURETY AMOUNT				\$ 3,937,175.21		\$ -		\$ -			

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 3 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 3 Financial Security, in the nature of a performance bond, among other things, the completion of said work and Phase 3 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 3 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 3 Improvements described hereinbelow (or any other work performed and Phase 3 Improvements installed and constructed). Township hereby reserves the right to re-inspect the work and Phase 3 Improvements (as well as any other work and Phase 3 Improvements) and to require Developer to correct, repair or demolish and to properly reconstruct any and all defective and deficient work and Phase 3 Improvements not accepted and approved by Township.

THE FOLLOWING WORK AND Phase 3 Improvements are the subject of this Certificate and Authorization: *(See attached letter and invoice.)*

THE REDUCTION AND RELEASE of the Phase 3 Financial Security authorized by this Certificate and Authorization have been determined as follows:

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

Date

Township Engineer

Date

Chairperson, Board of Supervisors

Date

Manager

Bond No. LICX1202473

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: that we, McKee Builders, LLC, as Principal, and Lexon Insurance Company, as Surety, are jointly and severally held and firmly bound unto Upper Uwchlan Township, as Obligee, in the sum of Three Million Nine Hundred Thirty Seven Thousand One Hundred Seventy Five---21/100 Dollars (\$3,937,175.21), lawful money of the United States of America for the payment of which we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns, firmly by these presents.

Sealed with our seals and dated this 1st day of December, 2021.

Whereas, the above bounden Principal has entered into a financial Security Agreement with Upper Uwchlan Township to provide Site Improvements for the Subdivision known as The Preserve at Marsh Creek – Phase 3.

NOW, THEREFORE, the condition of the above obligation is such that if the above bounden Principal shall well, fully and faithfully construct, install and complete said improvements in accordance with the Financial Security Agreement, then the above obligation shall be null and void; otherwise to remain in full force and effect. This Subdivision Bond shall remain valid until released pursuant to the terms of the Financial Security Agreement.

ATTEST:

MCKEE BUILDERS, LLC



WITNESS:

BY: 

LEXON INSURANCE COMPANY


Theresa Bassett, Witness

BY: 
Daniel P. Dunigan, Attorney in Fact



POWER OF ATTORNEY

9392

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: William F. Simkiss, Daniel P. Dunigan, Brian C. Block, James L. Hahn, Richard J. Decker, Joseph W. Kolok, Jr. as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of TWENTY FIVE MILLION Dollars (\$25,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Endurance American Insurance Company

By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Lexon Insurance Company

By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Bond Safeguard Insurance Company

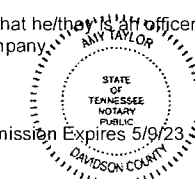
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 1st day of December 20 21

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

LEXON INSURANCE COMPANY
FINANCIAL STATEMENT SUMMARY
As of December 31, 2019

ASSETS		LIABILITIES	
Bonds	\$266,495,430	Reserve for Losses and Loss Expense	\$30,004,251
Money Market &/or Stocks	0	Loss Adjustment Expenses	6,163,700
Real Estate	8,007,327	Reinsurance payable on paid losses	678,672
Cash and Short-Term Investments	36,385,285	Reserve for Unearned Premiums	1,639,339
Agents' Balances &/or Uncollected Premiums	8,461,984	Reserve for Other Expenses	911,000
Investment Income Due & Accrued	1,640,188	Reserve for Taxes, Licenses, and Fees	338,457
Net Deferred Tax Asset	2,745,381	Reserve for Current Federal Income Taxes	80,635
Amounts Recoverable from Reinsurers	5,046,470	Ceded Reinsurance Premiums Payable	22,347,421
Electronic Data Processing Equipment and Software	161,560	Reserve for Reinsurance	540,248
Receivable from Parent, Subsidiaries and Affiliates	73,397	Payable to Parent, Subsidiaries and Affiliates	5,537,222
Aggregate write-ins for other than Invested Assets	1,880,827	Aggregate Write-Ins for Liabilities	188,406,136
Other Assets	54,618	Total Liabilities	\$256,647,081
Total Assets	\$330,952,467	POLICYHOLDERS' SURPLUS	
		Capital Stock & Paid In Surplus	\$4,213,226
		Paid In & Contributed Surplus	37,309,523
		Surplus	32,782,637
		Total Policyholder Surplus	\$74,305,386
		Total Liabilities & Policyholder Surplus	\$330,952,467

CERTIFICATE

I certify that the above financial statements to the best of my knowledge are a true and accurate reflection of the financial condition of the Company as of December 31, 2019. Additionally, I certify that the above financial statements are in agreement with the Statutory Financial Statements filed with the Texas Department of Insurance as of the same date.

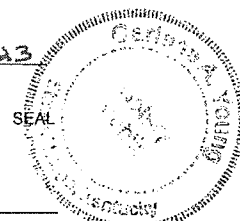
P. Gregory Lauer
P. Gregory Lauer
SVP, CFO, & Treasurer

SUBSCRIBED

and sworn to me this 11 day of March, 2020.

My commission expires: November 16 2023

Carlene A. Young
Notary Public
Carlene A. Young
Printed Name



LAND DEVELOPMENT AGREEMENT

THE PRESERVE AT MARSH CREEK – PHASE 3 **SANITARY SEWER IMPROVEMENTS**

THIS LAND DEVELOPMENT AGREEMENT (together with all modifications and amendments, the “Agreement”) made this _____ day of _____, 2021, 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 2 of the Subdivision/Development, which includes 105 carriage dwelling units (“Phase 3”), together with such other permits as are necessary to undertake and complete all of the Phase 3 Secured Improvements, and Developer desires to post the Phase 2 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 3 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 3 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 3 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 3.
- (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 3 Secured Improvements shall mean all those Phase 3 Improvements for which the Phase 3 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 3 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 2 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 2 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 3 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 3 Improvements.**

- A. Developer, at its sole expense, shall layout, construct, install, and/or otherwise complete the Phase 3 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 Phase 3 Improvements referred to herein, in connection with this Project shall be commenced until:
- (1) This Agreement is duly signed and delivered;
 - (2) Phase 3 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
 - (3) 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 3 of the Project.
- D. The Phase 3 Secured Improvements shall be completed on or before the date occurring three (3) years from the date of this Agreement. Upon written request of Developer and approval of the Township the Completion Date may be extended from time to time, provided that (i) Developer's written request is received by the Board of Supervisors not less than twenty (20) days prior to the then-current completion date, and (ii) the Financial Security is also extended so that it continues valid and effective for all purposes thereof to a date occurring at least sixty (60) days after the extended completion date. Such times shall be of the essence.
- E. Developer shall be solely responsible, at its sole cost and expense, for the repair and maintenance of all Phase 3 Improvements during and after construction thereof, provided however, that in the case of Phase 3 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 3 Improvements as provided under Section 5 below. For purposes of this subsection, "repair and maintenance of all Phase 3 Improvements" shall mean, without limitation, keeping the Phase 3 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 3 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 3 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 3 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 3 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 3 Financial Security for such costs, expenses and fees (notwithstanding that the amount of the Phase 3 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 3 Secured Improvements.**

- A. Developer shall deposit with the Township or otherwise establish the Phase 3 Financial Security all in accordance with and pursuant to the terms and conditions of this Section 3 and the Phase 3 Financial Security Agreement. Unless and until the Phase 3 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 3 of the Subject Land Development, shall be issued by the Township.
- B. The Phase 3 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 3 Secured Improvements in accordance with and pursuant to the Phase 3 Financial Security Agreement. The Phase

3 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 3 Financial Security shall be Four Hundred Seven Thousand Five Hundred Forty One and 20/100 Dollars (\$407,541.20), 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 3 Financial Security shall be subject to such increase, adjustment and reduction as provided in and by the Phase 3 Financial Security Agreement.

4. **Dedication.**

- A. Developer, at its expense, hereby offers to dedicate the following to the Township in Phase 3 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, the sanitary sewer facilities constructed within such easement areas as are shown on the Plans in Phase 3 (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 3 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 3 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 3 Improvements, the structural integrity and proper functioning of each such dedicated Phase 3 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 3 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 3 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 3 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 2 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 3 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 3 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 3 Improvements in accordance with the terms, conditions and requirements of Section 2; and (ii) with respect to incomplete Phase 3 Secured Improvements, obtain payment to it, or its order, of all or any part of the Phase 3 Financial Security and/or to otherwise enforce the Phase 3 Financial Security in order to pay for the costs of such completion and related costs, expenses and fees. If the proceeds of the Phase 2 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 3 Improvements, together with related costs, expenses and fees, the Township, at its option, shall have the right to complete part of the Phase 3 Improvements and to institute appropriate legal and/or equitable actions against Developer to recover monies necessary to complete the remainder of the incomplete Phase 3 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 3 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 3 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 3 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 3 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 3 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 3 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 3 Financial Security, the Phase 3 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 2 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 3 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. **Developer.** In the event Developer consists of more than one person or entity, the obligations and liabilities hereunder of each such persons and entities shall be joint and several, and the word "Developer" shall mean all or some or any of them.
- C. **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.
- D. **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 3 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.
- E. **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.

- F. **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.
- G. **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.
- H. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the Phase 3 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.
- I. **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: _____
Sandra D'Amico, Chairperson



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 _____, 2021, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Sandra D'Amico, who acknowledged herself to be the Chairman of the Board of Supervisors of Upper Uwchlan Township, and that she, 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

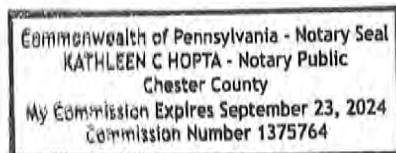
COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF ~~DELAWARE~~ Chester :

On this 24th day of November, 2021, 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.

Kathleen C Hopta
Notary Public

My Commission Expires: 9/23/24



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF ~~DELAWARE~~ Chester : SS.

On this 24th day of November, 2021, 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.

Kathleen C Hopta
Notary Public

My Commission Expires: 9-23-24

Commonwealth of Pennsylvania - Notary Seal
KATHLEEN C HOPTA - Notary Public
Chester County
My Commission Expires September 23, 2024
Commission Number 1375764

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"

PHASE 3 SECURED IMPROVEMENTS

Community: The Preserve at Marsh Creek (aka Feters)		Phase: 3		Lot count: 105											
Budget type: Sanitary Sewer Escrow		Budget date: 10/28/21		105 Triple (Carriage Units) Homes											
Escrow Release No. 1		Total cost: \$ 407,541.20													
Release Date: _____															
COST CODE	Category	Description/Scope of Work	Quantity	Unit	Price	Line item total	Budget Total	Comments/Contractor	CURRENT		ESCROW RELEASE		ESCROW		% COMPLETE
									ESCROW RELEASE		TO DATE (INCL THIS REL)		REMAINING		
									QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	
055-30	Survey					roll-up	\$ 12,661.00								
		Sanitary Sewer Layout	5,984	Lf.	\$ 1.50	\$ 8,976.00		Brubacher Excavating	0	\$ -	0	\$ -	5,984	\$ 8,976.00	0%
		Sanitary Sewer Laterals Layout	105	each	\$ 35.00	\$ 3,675.00		Brubacher Excavating	0	\$ -	0	\$ -	105	\$ 3,675.00	0%
055-40	As-builts					roll-up	\$ 14,960.00								
		Utility As-builts	5,984	Lf.	\$ 2.50	\$ 14,960.00		Carroll Engineering	0	\$ -	0	\$ -	5,984	\$ 14,960.00	0%
080-20	Sanitary Sewer System					roll-up	\$ 342,881.00								
		Tie Into Existing Structures	1	each	\$ 2,500.00	\$ 2,500.00		Brubacher Excavating	0	\$ -	0	\$ -	1	\$ 2,500.00	0%
		2" SDR-21 Force Main	1,285	Lf.	\$ 26.00	\$ 33,410.00		Brubacher Excavating	0	\$ -	0	\$ -	1,285	\$ 33,410.00	0%
		3" SDR-21 Force Main	705	Lf.	\$ 27.00	\$ 19,035.00		Brubacher Excavating	0	\$ -	0	\$ -	705	\$ 19,035.00	0%
		4" SDR-21 Force Main	1,332	Lf.	\$ 28.00	\$ 37,296.00		Brubacher Excavating	0	\$ -	0	\$ -	1,332	\$ 37,296.00	0%
		2" SDR-21 Fittings	2	each	\$ 185.00	\$ 370.00		Brubacher Excavating	0	\$ -	0	\$ -	2	\$ 370.00	0%
		3" SDR-21 Fittings	3	each	\$ 200.00	\$ 600.00		Brubacher Excavating	0	\$ -	0	\$ -	3	\$ 600.00	0%
		4" SDR-21 Fittings	6	each	\$ 225.00	\$ 1,350.00		Brubacher Excavating	0	\$ -	0	\$ -	6	\$ 1,350.00	0%
		1.5" SDR-21 Lateral Connection	105	each	\$ 1,000.00	\$ 105,000.00		Brubacher Excavating	0	\$ -	0	\$ -	105	\$ 105,000.00	0%
		1.5" SDR-21 Lateral Force Main	2,662	Lf.	\$ 28.00	\$ 74,536.00		Brubacher Excavating	0	\$ -	0	\$ -	2,662	\$ 74,536.00	0%
		Air Release Manhole	1	each	\$ 10,800.00	\$ 10,800.00		Brubacher Excavating	0	\$ -	0	\$ -	1	\$ 10,800.00	0%
		2" Terminal Cleanout Manhole	3	each	\$ 10,000.00	\$ 30,000.00		Brubacher Excavating	0	\$ -	0	\$ -	3	\$ 30,000.00	0%
		4" Type A-1 Junction Cleanout Manhole	1	each	\$ 11,000.00	\$ 11,000.00		Brubacher Excavating	0	\$ -	0	\$ -	1	\$ 11,000.00	0%
		4" Type B Junction Cleanout Manhole	1	each	\$ 11,000.00	\$ 11,000.00		Brubacher Excavating	0	\$ -	0	\$ -	1	\$ 11,000.00	0%
		Pressure Test Lines	5,984	Lf.	\$ 1.00	\$ 5,984.00		Brubacher Excavating	0	\$ -	0	\$ -	5,984	\$ 5,984.00	0%
Sanitary Sewer Sub-Total										\$ -		\$ -		0.00%	\$ 370,492.00
10% Contingency														% Complete	
Sanitary Sewer Escrow Amount															

SUBMITTED: Dave Watt
McKEE-MILFORD ASSOCIATES, LP (THE McKEE GROUP)

DATE

RECOMMENDED FOR RELEASE: Jay R. Jackson, P.E.
ARRO CONSULTING, INC.

DATE

APPROVED: UPPER UWCHLAN TOWNSHIP

DATE

FINANCIAL SECURITY AGREEMENT

THE PRESERVE AT MARSH CREEK – PHASE 3 **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 105 carriage dwelling units (“Phase 3”), together with such other permits as are necessary to undertake and complete all of the Phase 3 Secured Improvements.

E. In the Phase 3 Development Agreement, as hereinafter defined, Developer agreed to construct or install the Phase 3 Secured Improvements, as hereinafter defined, and to post Phase 3 Financial Security to guarantee to the Township that the Phase 3 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 3 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 3 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 3 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 3 Improvements" shall mean those sanitary sewer Improvements that are to be located in Phase on the Tract as depicted on the Plans.

(7) "Phase 3 Secured Improvements" shall mean all those certain Phase 3 Improvements for which the Phase 3 Financial Security is provided or to which the Phase 3 Financial Security otherwise relates. A list of the Phase Secured Improvements is attached here to as Exhibit "A".

(8) "Completion Date" shall mean the date specified in Section 2.D of the Phase 3 Development Agreement on or before which the Phase 3 Improvements shall be completed.

(9) "Financial Security" shall mean the Phase 3 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 3 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 3 Development Agreement" shall mean the Land Development Agreement entered into by Developer and the Township with respect to the development of Phase 3 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 3 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 3 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 3 Financial Security shall be established by Developer upon Developer's execution of this Agreement. The Phase 3 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 3 Secured Improvements.

C. The initial amount of the Financial Security shall be Four Hundred Seven Thousand Five Hundred Forty One and 20/100 Dollars (\$407,541.20) which amount is 110% of the total of the estimated costs of completing the Phase 3 Secured Improvements.

D. In addition to the Financial Security being posted to guarantee completion of the Phase 3 Secured Improvements, before construction of the Phase 3 Improvements may begin, Developer shall deposit with the Township a sum of money equal to Eight Thousand One Hundred Fifty and 82/100 Dollars (\$8,150.82) which sum represents 2% of the estimated cost of construction of the Phase 3 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 3 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 3 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 3 Financial Security, (ii) the Phase 3 Financial Security shall not be terminated or closed or expire, and (iii) any balance of funds in the Phase 3 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 3 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 3 Secured Improvements, or any part thereof, are not completed within one (1) year after the date of this Agreement, Developer shall post additional Phase 3 Financial Security in accordance with the provisions of the MPC; and Developer shall continue to provide such additional Phase 3 Financial Security on each one (1)-year anniversary date of this Agreement thereafter if the Phase 3 Secured Improvements, or any part thereof, are not completed (and shall further continue to provide such additional Phase 3 Financial Security on each one (1)-year anniversary date of this Agreement in the event that the Completion Date has expired and the 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 3 Financial Security or of any such increase or other adjustment in the amount of the Phase 3 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 3 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 3 Financial Security or as increases or other adjustments to the Phase 3 Financial Security shall

become part of the Phase 3 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 3 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 3 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 3 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 3 Financial Security be reduced below One Hundred Ten percent (110%) of the estimated costs of completing the remaining uncompleted Phase 3 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 3 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 3 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 3 Financial Security prior to the performance of any work by or for the Township in order to complete the Phase 3 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 3 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 3 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 3 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 2 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 3 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 3 Financial Security (notwithstanding that the amount of the Phase 3 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 3 Financial Security, in a form acceptable to the Township and in the amount by which the Phase 3 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 3 Financial Security. The failure of Developer to provide the Township such additional Phase 3 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 3 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 3 Financial Security fully subject to the terms and conditions of this Agreement.

7. Final Release of Phase 3 Financial Security; Termination of Agreement.

A. After all of the Phase 3 Secured Improvements have been completed in accordance with the Phase 3 Development Agreement, and after all of the provisions of the Phase 3 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 3 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 3 Financial Security. Such release authorized by the Township shall be the final release of the Phase 3 Financial Security, and shall further release Developer and the Surety from and under the Phase 3 Financial Security and this Agreement.

B. At and upon the aforesaid Township-authorized release of the balance of the Phase 3 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 3 Financial Security.

A. The Phase 3 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 3 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 3 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 3 Financial Security requirements of this Agreement are not satisfied, or, if Developer otherwise fails to provide and maintain the

Phase 3 Financial Security under and in accordance with this Agreement, the Township shall give Developer written notice to provide the required Phase 3 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 3 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 3 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 3 Financial Security.

C. Developer and Surety further agree that the obligations of the Surety under this Agreement, and under and with respect the Phase 3 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 3 Improvements or the obligations of the Developer under this Agreement or the Phase 3 Development Agreement.

10. Charges of Surety.

Any and all charges made by the Surety for the establishment, creation, administration or termination of the Phase 3 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 3 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 3 Financial Security, such interest shall merge with and become part of the funds represented by the Phase 3 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 3 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 3 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 3 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 3 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. **Developer.** In the event Developer consists of more than one person or entity, the obligations and liabilities hereunder of each such persons and entities shall be joint and several, and the word "Developer" shall mean all or some or any of them.

C. **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.

D. **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.

E. **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.

F. **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.

G. **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.

H. **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.

I. **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: _____
Sandra D'Amico, Chairperson



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 _____, 2021, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Sandra D'Amico, who acknowledged herself to be the Chairman of the Board of Supervisors of Upper Uwchlan Township, and that she, 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~~ Chester :

On this 24th day of November, 2021, 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.

Kathleen C Hopta
Notary Public

My Commission Expires: 9-23-24

Commonwealth of Pennsylvania - Notary Seal
KATHLEEN C HOPTA - Notary Public
Chester County
My Commission Expires September 23, 2024
Commission Number 1375764

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF ~~DELAWARE~~ Chester :

On this 24 day of November, 2021, 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.

Kathleen C Hopta
Notary Public

My Commission Expires: 9-23-24

Commonwealth of Pennsylvania - Notary Seal
KATHLEEN C HOPTA - Notary Public
Chester County
My Commission Expires September 23, 2024
Commission Number 1375764

EXHIBIT "A"

List of Secured Improvements

Community: The Preserve at Marsh Creek (aka Fellers)		Phase: 3		Lot count: 105											
Budget type: Sanitary Sewer Escrow		Budget date: 10/28/21		105 Triple (Carriage Units) Homes											
		Total cost: \$		407,541.20											
Escrow Release No. 1															
Release Date:															
COST CODE	Category	Description/Scope of Work	Quantity	Unit	Price	Line item total	Budget total	Comments/Contractor	CURRENT		ESCROW RELEASE		ESCROW		% COMPLETE
									ESCROW RELEASE		TO DATE (INCL THIS REL)		REMAINING		
									QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	
055-30	Survey					roll-up	\$ 12,651.00								
		Sanitary Sewer Layout	5,984	L.F.	\$ 1.50	\$ 8,976.00		Brubacher Excavating	0	\$ -	0	\$ -	5,984	\$ 8,976.00	0%
		Sanitary Sewer Laterals Layout	105	each	\$ 35.00	\$ 3,675.00		Brubacher Excavating	0	\$ -	0	\$ -	105	\$ 3,675.00	0%
055-40	As-builts					roll-up	\$ 14,960.00								
		Utility As-builts	5,984	L.F.	\$ 2.50	\$ 14,960.00		Carroll Engineering	0	\$ -	0	\$ -	5,984	\$ 14,960.00	0%
080-20	Sanitary Sewer System					roll-up	\$ 342,881.00								
		Tie Into Existing Structures	1	each	\$ 2,500.00	\$ 2,500.00		Brubacher Excavating	0	\$ -	0	\$ -	1	\$ 2,500.00	0%
		2" SDR-21 Force Main	1,285	L.F.	\$ 26.00	\$ 33,410.00		Brubacher Excavating	0	\$ -	0	\$ -	1,285	\$ 33,410.00	0%
		3" SDR-21 Force Main	705	L.F.	\$ 27.00	\$ 19,035.00		Brubacher Excavating	0	\$ -	0	\$ -	705	\$ 19,035.00	0%
		4" SDR-21 Force Main	1,332	L.F.	\$ 28.00	\$ 37,296.00		Brubacher Excavating	0	\$ -	0	\$ -	1,332	\$ 37,296.00	0%
		2" SDR-21 Fittings	2	each	\$ 185.00	\$ 370.00		Brubacher Excavating	0	\$ -	0	\$ -	2	\$ 370.00	0%
		3" SDR-21 Fittings	3	each	\$ 200.00	\$ 600.00		Brubacher Excavating	0	\$ -	0	\$ -	3	\$ 600.00	0%
		4" SDR-21 Fittings	6	each	\$ 225.00	\$ 1,350.00		Brubacher Excavating	0	\$ -	0	\$ -	6	\$ 1,350.00	0%
		1.5" SDR-21 Lateral Connection	105	each	\$ 1,000.00	\$ 105,000.00		Brubacher Excavating	0	\$ -	0	\$ -	105	\$ 105,000.00	0%
		1.5" SDR-21 Lateral Force Main	2,662	L.F.	\$ 28.00	\$ 74,536.00		Brubacher Excavating	0	\$ -	0	\$ -	2,662	\$ 74,536.00	0%
		Air Release Manhole	1	each	\$ 10,800.00	\$ 10,800.00		Brubacher Excavating	0	\$ -	0	\$ -	1	\$ 10,800.00	0%
		2" Terminal Cleanout Manhole	3	each	\$ 10,000.00	\$ 30,000.00		Brubacher Excavating	0	\$ -	0	\$ -	3	\$ 30,000.00	0%
		4" Type A-1 Junction Cleanout Manhole	1	each	\$ 11,000.00	\$ 11,000.00		Brubacher Excavating	0	\$ -	0	\$ -	1	\$ 11,000.00	0%
		4" Type B Junction Cleanout Manhole	1	each	\$ 11,000.00	\$ 11,000.00		Brubacher Excavating	0	\$ -	0	\$ -	1	\$ 11,000.00	0%
		Pressure Test Lines	5,984	L.F.	\$ 1.00	\$ 5,984.00		Brubacher Excavating	0	\$ -	0	\$ -	5,984	\$ 5,984.00	0%
Sanitary Sewer Sub-Total										\$	-	\$	-	0.00%	\$ 370,492.00
10% Contingency														% Complete	
Sanitary Sewer Escrow Amount															

SUBMITTED: Dave Watt
McKEE-MILFORD ASSOCIATES, LP (THE McKEE GROUP)

DATE

RECOMMENDED FOR RELEASE: Jay R. Jackson, P.E.
ARRO CONSULTING, INC.

DATE

APPROVED: UPPER UWCHLAN TOWNSHIP

DATE

EXHIBIT "B"

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

WE, THE UNDERSIGNED, HEREBY:

A. CERTIFY that the work and Improvements, described hereinbelow, completion of which is provided under and by that certain Financial Security Agreement between Upper Uwchlan Township ("Township") and The Preserve at Marsh Creek LLC and McKee Builders LLC (collectively, the "Developer"), dated _____, 20____, concerning the construction, installation and completion of Phase 3 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 3 Financial Security, in the nature of a performance bond, among other things, the completion of said work and Phase 3 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 3 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 3 Improvements described hereinbelow (or any other work performed and Phase 3 Improvements installed and constructed). Township hereby reserves the right to re-inspect the work and Phase 3 Improvements (as well as any other work and Phase 3 Improvements) and to require Developer to correct, repair or demolish and to properly reconstruct any and all defective and deficient work and Phase 3 Improvements not accepted and approved by Township.

THE FOLLOWING WORK AND Phase 3 Improvements are the subject of this Certificate and Authorization: *(See attached letter and invoice.)*

THE REDUCTION AND RELEASE of the Phase 3 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

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: that we, McKee Builders, LLC, as Principal, and Lexon Insurance Company, as Surety, are jointly and severally held and firmly bound unto Upper Uwchlan Township, as Obligee, in the sum of Four Hundred Seven Thousand Five Hundred Forty One---20/100 Dollars (\$407,541.20), lawful money of the United States of America for the payment of which we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns, firmly by these presents.

Sealed with our seals and dated this 15th day of November, 2021.

Whereas, the above bounden Principal has entered into a financial Security Agreement with Upper Uwchlan Township to provide Sanitary Improvements for the Subdivision known as The Preserve at Marsh Creek – Phase 3.

NOW, THEREFORE, the condition of the above obligation is such that if the above bounden Principal shall well, fully and faithfully construct, install and complete said improvements in accordance with the Financial Security Agreement, then the above obligation shall be null and void; otherwise to remain in full force and effect. This Subdivision Bond shall remain valid until released pursuant to the terms of the Financial Security Agreement.

ATTEST:

MCKEE BUILDERS, LLC



WITNESS:

BY: 

LEXON INSURANCE COMPANY



Theresa Bassett, Witness

BY: 
Daniel P. Dunigan, Attorney in Fact



POWER OF ATTORNEY

9392

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: **William F. Simkiss, Daniel P. Dunigan, Brian C. Block, James L. Hahn, Richard J. Decker, Joseph W. Kolok, Jr.** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **TWENTY FIVE MILLION Dollars (\$25,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 15th day of November 20 21

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

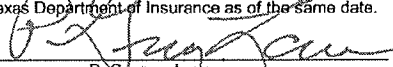
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

LEXON INSURANCE COMPANY
FINANCIAL STATEMENT SUMMARY
As of December 31, 2019

ASSETS		LIABILITIES	
Bonds	\$266,495,430	Reserve for Losses and Loss Expense	\$30,004,251
Money Market &/or Stocks	0	Loss Adjustment Expenses	6,163,700
Real Estate	8,007,327	Reinsurance payable on paid losses	678,672
Cash and Short-Term Investments	36,385,285	Reserve for Unearned Premiums	1,639,339
Agents' Balances &/or Uncollected Premiums	8,461,984	Reserve for Other Expenses	911,000
Investment Income Due & Accrued	1,640,188	Reserve for Taxes, Licenses, and Fees	338,457
Net Deferred Tax Asset	2,745,381	Reserve for Current Federal Income Taxes	80,635
Amounts Recoverable from Reinsurers	5,046,470	Ceded Reinsurance Premiums Payable	22,347,421
Electronic Data Processing Equipment and Software	161,560	Reserve for Reinsurance	540,248
Receivable from Parent, Subsidiaries and Affiliates	73,397	Payable to Parent, Subsidiaries and Affiliates	5,537,222
Aggregate write-ins for other than Invested Assets	1,980,827	Aggregate Write-Ins for Liabilities	188,406,136
Other Assets	54,618	Total Liabilities	\$258,647,081
Total Assets	\$330,952,467	POLICYHOLDERS' SURPLUS	
		Capital Stock & Paid In Surplus	\$4,213,226
		Paid In & Contributed Surplus	37,309,523
		Surplus	32,782,637
		Total Policyholder Surplus	\$74,305,386
		Total Liabilities & Policyholder Surplus	\$330,952,467

CERTIFICATE

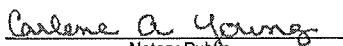
I certify that the above financial statements to the best of my knowledge are a true and accurate reflection of the financial condition of the Company as of December 31, 2019. Additionally, I certify that the above financial statements are in agreement with the Statutory Financial Statements filed with the Texas Department of Insurance as of the same date.

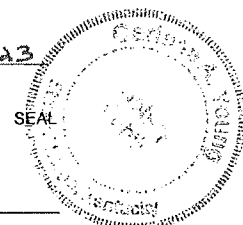

P. Gregory Lauer
SVP, CFO, & Treasurer

SUBSCRIBED

and sworn to me this 11 day of March, 2020.

My commission expires: November 16 2023


Notary Public
Carlene A. Young
Printed Name





UPPER UWCHLAN TOWNSHIP

RESOLUTION # _____

WHEREAS, the Board of Supervisors of Upper Uwchlan Township has developed an Operating Budget for calendar year 2022, and

WHEREAS, the Township Board of Supervisors wishes to formally accept and present the Township's Operating Budget to commence January 1, 2022 and end December 31, 2022 and establish the Millage Rate for 2022,

NOW, THEREFORE, be it resolved, Upper Uwchlan Township's 2022 Budget is adopted as follows:

General Fund	\$ 7,926,874
Capital Reserve Fund	\$ 1,076,595
Solid Waste Fund	\$ 1,131,685
Water Resource Protection Program	\$ 514,314
Liquid Fuels Fund	\$ 415,800
Act 209 Traffic Impact Fund	--
Sewer Fund	\$ 328,928
TOTAL	\$ 11,394,196

NOW, THEREFORE, be it resolved, the Township's 2022 Millage Rate is established at **1.034** mils, consisting of **.784** mils for General Purposes and **.25** mils for Emergency Services; and the Township's 2022 Hydrant Tax is established at **.087** mils.

HEREBY RESOLVED and ADOPTED, this 20th day of December, 2021.

UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS

Sandra M. D'Amico, Chair

Jamie W. Goncharoff, Vice Chair

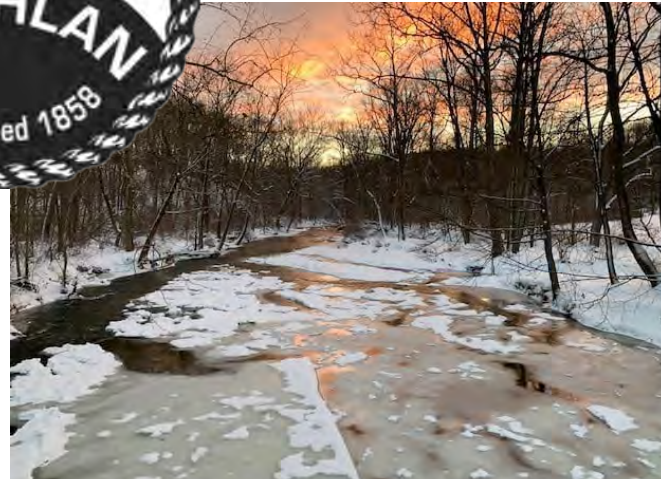
ATTEST:

Jennifer F. Baxter, Member

Gwen A. Jonik, Township Secretary

Upper Uwchlan Township

County of Chester, Commonwealth of Pennsylvania



2022 Budget

Table of Contents

	<u>Page</u>
1. Executive Summary	
Table of Contents	1
GFOA Distinguished Budget Presentation Award for 2021	3
Township Manager's Budget Message	4
Top Questions Residents Ask	8
About Upper Uwchlan Township	9
Upper Uwchlan Township's Strategic Goals	12
Financial Overview of all Township Funds	13
Projected Changes in Fund Balances	14
Five Year Projected Cash Flow	15
Description of the Township's Fund Structure	17
Basis of Budgeting and Accounting	21
Budget Schedule	22
Organization Chart	24
Summary of Staff Positions	25
2. General Fund	
General Fund Budget Summary – Five Year Plan	26
Graph of General Fund Revenue by Source	27
Real Estate Tax Comparison Graph – Year to Year	28
Real Estate Tax Comparison Graph - By Entity	29
Financial Policies	30
Summary of Revenues	52
Fund Expenditures by Activity Graph	56
General Fund – Detailed Budget	57
<u>Departmental Summaries:</u>	
General Government	68
Executive	72
Audit	80
Tax	81
Legal	83
Technology	84
Engineering	85
Township Properties	87
Police	88
Codes	94
Planning & Zoning	98
Public Works	99
Parks	107
Other Services	
Fire and Ambulance	113
Other Services	115

Table of Contents, continued

3. Long-Term Debt	
Outstanding Debt Obligations	117
General Obligation Bonds – Series of 2019 and Series A of 2019	118
Debt Service – Series of 2019	121
Debt Service – Series A of 2019	122
4. Solid Waste Fund	
Fund Summary	123
Solid Waste Fund Budget	126
5. Capital Fund	
Fund Summary	127
Capital Fund Budget	129
Schedule of Proposed Capital Purchases	132
Capital Investment Plan	134
6. Liquid Fuels Fund	
Fund Summary	135
Liquid Fuels Budget	136
7. Water Resource Protection Fund	
Fund Summary	137
Water Resource Protection Fund Budget	140
8. Sewer Fund	
Fund Summary	141
Sewer Fund Budget	142
9. Act 209 Fund	
Fund Summary	143
Act 209 Budget	144
10. Glossary	145



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**Upper Uwchlan Township
Pennsylvania**

For the Fiscal Year Beginning

January 01, 2021

Christopher P. Morill

Executive Director

UPPER UWCHLAN TOWNSHIP

MEMORANDUM

TO: Board of Supervisors

FROM: Tony Scheivert, Township Manager
Jill Bukata, Township Treasurer

RE: 2022 Budget Message

DATE: December 20, 2021

2022 Budget Message

Introduction

We are pleased to present the Township's 2022 budget. As is our practice, the budget has been prepared based on conservative revenue projections and more aggressive expense estimates while balancing the need to deliver core services to the community such as police, public works, building/codes, solid waste and recycling services, fire/emergency medical services, storm water management, traffic management, parks and recreation and planning and zoning.

Our Finance Department strives to employ GFOA "best practices" in our accounting policies and budgeting. We are proud to have received the GFOA Distinguished Budget Presentation Award for the past eight consecutive years and the GFOA Certificate of Achievement for Excellence in Financial Reporting for the past five consecutive years. These achievements are not the only evidence of the Township's dedication to strong financial and budgetary practices and transparency – Moody's cited it as a reason for upgrading our bond rating to Aa1 for the bonds that we issued in January, 2019. This is the highest rating that a Township of our size can obtain, and a higher rating benefits the Township in lower interest costs. We also have an on-line "dashboard" that can be viewed by the public at any time and shows balances in our accounting records on a real-time basis.

There are numerous factors that were considered in the preparation of the Budget – both short-term and long-term considerations were addressed.

Land approvals granted during 2020 slowed from previous years but we still expect to see more new homes built and occupied during 2022 especially at the Preserve at Marsh Creek over 55 development. The increase in homes was considered in estimating real estate and earned income tax revenues, transfer taxes, building permit fee and solid waste revenues. Accordingly, expenses for solid waste were increased to accommodate the increase in homes that will be served.

All of the short-term considerations were also included in long term projections. As a relatively small municipality, the Township plans about 3 – 5 years into the future. The majority of the Township's long-term goals rely on the availability, and success in being awarded, state or federal grant money to offset the costs of major capital projects. There is very little land left to be developed once current projects are completed. Other than needed improvements to our parks or other facilities, our projects tend to be those mandated by federal or state regulations. The Township began work on a far-ranging plan for Storm

Water Management about 5 years ago. A separate Water Resource Protection Fund was funded in 2014 and consultants were hired to assist us in developing a plan to address this issue which is an unfunded mandate from the federal government to Pa. DEP. The Public Works department spends increasing amounts of time working on inlet repair, and other related projects. With the completion of the Upland Farms Community Center Barn in late 2021, the Township plans to focus more attention on this area in 2022.

The Year 2021 in Review

At the end of fiscal 2021, it is expected that the Township's General Fund will have an excess of revenues over expenditures of over \$3,000,000 before transfers to other funds and strong fund balances in all operating funds. More people working from home and lower interest rates led to higher real estate transfer taxes of over \$1,000,000 or more than \$500,000 over budget in 2021. Building permit fees also exceeded budget by more than \$250,000.

Township staff continues to balance core service needs of the community with all costs of that delivery. The Township received \$681,752 in American Rescue Plan Act (ARPA) Funds in July of 2021. Although the US Treasury has not published final regulations on the use of these funds, it is expected that water and sewer infrastructure projects will remain part of the regulations as an allowable expenditure. The Township used approximately \$240,000 of ARPA funds received in 2021 towards new sewer construction at the Upland Farms Community Center.

Construction on the Upland Farms Barn began in the early summer of 2021 after the Board of Supervisors awarded construction contracts of \$2,069,565 on April 19, 2021. The renovations to the Barn include construction of classrooms, a large upgraded meeting room, the addition of an exterior upper deck, and the installation of bathrooms, along with the installation of new water and sewer lines. The Barn will be used as a community meeting space, with rentals available in 2022 as well as space for community groups to provide services to Upper Uwchlan residents.

The Turf field at Fellowship Fields was replaced in May of this year. The project was funded by fees earned and collected for field usage.

The 2022 Budget Revenue

The major sources of revenue to the Township are the earned income tax (50.4%) and real estate property taxes. Earned income tax revenues in 2021 exceeded the 2021 budget and were increased 4% in the 2022 budget. We believe that we will meet or surpass this increase; a small increase is in keeping with our practice of budgeting revenues conservatively.

Property tax revenues have been increased slightly due to the increase in assessed valuation based upon increasing home values and the addition of new residential and commercial properties. The real estate property tax makes up approximately 13.1% of the Township's annual revenue. Other regular revenue sources include the real estate transfer tax of 8.1%, building permit fees of 6.2% and cable franchise fees of 2.6%. Revenue from the real estate transfer tax continues to trend upward on the strength of both re-sales and new residential/commercial development within the Township. Strong re-sale figures and new development in the Township is a testament to the easily recognizable quality of life in the community –

our advantageous geography compared to close employment centers and the excellent Downingtown Area School District.

Operating Budget

The Township's 2022 General Fund operating budget totals **\$7,926,874** before operating transfers used to fund capital projects in the community. This budget includes all operational costs for Township Administration, the Police Department, Public Works Department, Building/Codes Department, Park and Recreation, Fire and Emergency Services, General Planning and Zoning, and the operation of our various Boards and Commissions. A major change in the 2022 Budget is the addition of three full-time police officers, increasing the number of full-time officers by 25%. Based on the 2020 US Census, the population of the Township is now 12,500 residents. The Township Supervisors commissioned an independent study to ascertain the correct number of officers, and at a public meeting on November 15, 2021, voted to offer full-time employment to the three current part-time officers. There is no plan to replace the part-time officers.

Liquid Fuels Budget

The 2022 budget totals **\$415,800**. This budget is used for snow/ice control and roadway repair and paving. The Public Works Department has set a goal to repair and re-pave Township roads every 18 years or approximately 2.7 miles of roadway annually. Revenue in the Liquid Fuels Fund is received from the Commonwealth of Pennsylvania based upon the Township's population and roadway miles. Revenues are expected to increase annually based on increases in population, added roadway miles through dedication and increased revenue from the 2014 transportation funding bill. 2022 revenues are down slightly due to less vehicular travel throughout the Commonwealth due to COVID 19. The Township plans to spend \$549,333 on road resurfacing in 2022. Funding will be split evenly between the Liquid Fuels Fund and the General Fund.

Capital Fund Budget

The 2022 Capital Fund budget is **\$1,076,595** which is significantly lower than 2021 due to the completion of the Upland Farms Community Center in late 2021. Two projects are planned at Hickory Park: replacement of the pavilion and lighting for the tennis and basketball courts. We also plan to purchase two new police cars and additional equipment for the Public Works Department, including replacing the backhoe.

Closing

Under the continued direction of our elected officials, and with the dedication of our volunteers, staff and our consultants, the Township continues to actively plan for the future, all the while delivering quality services to our community. The Township is, and will continue to be, financially healthy and sustainable in the long term. It is the goal of all of the dedicated members of Upper Uwchlan Township to continue to provide first rate municipal services while maintaining the long-term financial health of the Township. Continued vigilance and prudent decision making will ensure that this trend continues into the future.

2022 Budget – All Funds

Fund	2022 Budget	2021 Budget	+/- (%)
General Fund	\$7,926,874	\$6,500,325	21.9%
Capital Reserve Fund	\$1,076,595	\$2,357,462	(54.3%)
Solid Waste Fund	\$1,131,685	\$1,045,522	8.2%
Water Resource Protection Fund	\$514,314	\$243,400	111.3%
Liquid Fuels Fund	\$415,800	\$397,800	4.5%
ACT 209 Traffic Impact Fee Fund	-	-	-
Sewer Fund	\$328,928	\$328,928	0.0%
Total All Budgets	\$11,394,196	\$10,873,439	4.8%

TOP QUESTIONS RESIDENTS ASK

1. How much will my real estate taxes be in 2022?

- The real estate taxes you pay to Upper Uwchlan Township of 1.034 mills will remain unchanged from 2021 and has not been increased since 2006. Chester County's adopted budget for 2021 increased the tax millage from 4.369 mills to 4.551 mills. The County has not yet adopted a budget for 2022.

2. Who is collecting real estate taxes for the Township in 2022?

- The Township authorized the Chester County Treasurer's Office to collect Township taxes beginning January 1, 2021. Township real estate bills will be mailed in early February and contain multiple methods of making payment on the back of the bill. Please check the Township's website for further information.

3. Can the Township construct a trail to connect the Windsor Ridge neighborhood to the rest of the pedestrian trail system?

- This year, staff and consultants engaged in feasibility discussions and planning conversations. Once feasibility is finalized, engineering and design are planned for 2022.

4. The Block Party was cancelled due to COVID-19. Will it be back in 2022?

- That's the plan! Assuming that the pandemic and associated restrictions have abated by next summer, the Township will be holding the Block Party.

5. When will the Uplands Farm barn be available for use again?

- Renovations on the barn are progressing well and it should be available for use in 2022.

6. We enjoyed the outdoor movie nights this summer. What other community events does the Township host?

- The Park and Recreation Board hosts a variety of community recreation events each year, including "Light Up Upper Uwchlan", which is an annual tree lighting, and Easter Egg event, and summer movie nights. Events are posted on the calendar at Upperuwchlan-pa.gov/calendar. If you have suggestions for future events, let the Park and Rec Board know.

7. Is there a place in the Township where we can play cricket?

- The Township does not have a proper cricket field, so some field users have made do playing the game on one of the Township's baseball fields. As potential improvements and renovations to Hickory Park are designed, the Township will explore the possibility of installing a cricket pitch.

8. What does it mean that the Police Department is accredited?

- The guidelines for accreditation are very stringent; it must meet a rigorous set of standards and be reviewed on-site by several members of the accreditation committee of the Police Chief's Association. It means that our Police Department has met these standards in terms of hiring, training, process management, safety, etc. Of the nearly 1,200 law enforcement agencies in the Commonwealth of Pennsylvania only about 110 are accredited.

9. Can I get another trash Toter?

- Yes, but since our focus is on reducing waste in the landfills, we strongly encourage recycling as many items as possible. Please read more in the Solid Waste Fund section. If you still need an additional Toter, there will be an additional \$315.00 annual fee.

ABOUT UPPER UWCHLAN TOWNSHIP.....



**Location of Chester County
shown in red on map of Pennsylvania**

Upper Uwchlan Township is one of 73 municipalities that comprise Chester County, Pennsylvania, located in the northern part of the county. Chester County was one of the three original Pennsylvania counties created by William Penn in 1682. (*Philadelphia and Bucks Counties are the other two*). Chester County is the highest-income county in Pennsylvania.

Historically, the location of Chester County, lying between Philadelphia and the Susquehanna River, attributed to its growth. The first road towards the “west” (meaning Lancaster County) passed through the central part of Chester County. This road became known as Lincoln Highway and later, US Route 30. It is still known today as Lancaster Avenue in most of the Chester County towns it runs through. The first railroad (which became the Pennsylvania Railroad) followed a similar route and the Reading railroad followed the Schuylkill River to Reading. Industry was concentrated along the rail lines. The availability of transportation allowed workers to commute to urban jobs and suburbs sprang up in rural areas.

Chester County has fertile soil; rich loam as deep as twenty-four inches thick together with a temperate climate have made it a major agricultural area. Although development in Chester County has increased, agriculture is still a major part of the county’s economy. The number of horse farms is increasing and mushroom farming is a specialty in the southern portion of the county. Chester County is home to the famous Devon Horse Show and Radnor Hunt.

Upper Uwchlan Township was incorporated as a municipality in 1858. The Township contains 12.12 square miles. The main population center of the Township has grown surrounding the historic Eagle Tavern at the intersection of Route 100 and Little Conestoga Road. This area is known as the “Village of Eagle” and remains unincorporated. It is sometimes referred to as “Uwchland, which is the address of the closest Post Office. The name “Uwchland” was the result of a spelling error made by the Postal Service in the 1970’s when it established the 19480 zip code. Much of the area uses a Chester Springs address which has a zip code of 19425.

Route 100 is the only main state route going through Upper Uwchlan Township; it traverses north to south. Route 401 skims the northeastern edge of the township and meets Route 100 in West Vincent Township. There is easy access to Philadelphia and King of Prussia with the Pennsylvania Turnpike/Interstate 76 which cuts through the township, crossing over Route 100 in the far southern section of the township. The Turnpike interchange is located in Uwchlan Township and is only a few minutes from the Village of Eagle. There is no public transportation within the Township.

ABOUT UPPER UWCHLAN TOWNSHIP.....continued

The 2020 census shows that there are 12,275 residents of the Township vs. 11,227 and 6,850 in the census' of 2010 and 2000, respectively. The Township experienced significant development during the first decade of this century. There are 4,395 residential dwellings in the Township with a median value of \$442,300. This compares to a median value in Chester County of \$357,100 and \$180,200 in the Commonwealth of Pennsylvania.

The median family income in Upper Uwchlan Township in 2019 was \$173,385 compared to \$100,214 and \$61,744 for Chester County and the Commonwealth of Pennsylvania, respectively. Whereas the County and Commonwealth experienced a small decrease in median family income since the last measurement period, Upper Uwchlan Township experienced a small increase. Township residents are well educated. High school graduates comprise 97.5% of the Township population; 71.1% have obtained a bachelor's degree or higher.

The ten largest employers in Upper Uwchlan provide approximately 1,900 jobs. Most businesses within the Township are small retail or professional offices.

Marsh Creek State Park is located in Upper Uwchlan and Wallace Townships. It is the location of the 535 acre man-made Marsh Creek Lake which was created when Marsh Creek was dammed in the early 1970's. It has an average depth of 40 feet (73 feet at its deepest); it is stocked with fish and is a stop for migrating waterfowl. Fishing and non-powered or electric powered boats are permitted. A portion of the Park is open to hunting. There are about 12 miles of trails available for equestrian use, hiking and mountain biking around the lake.

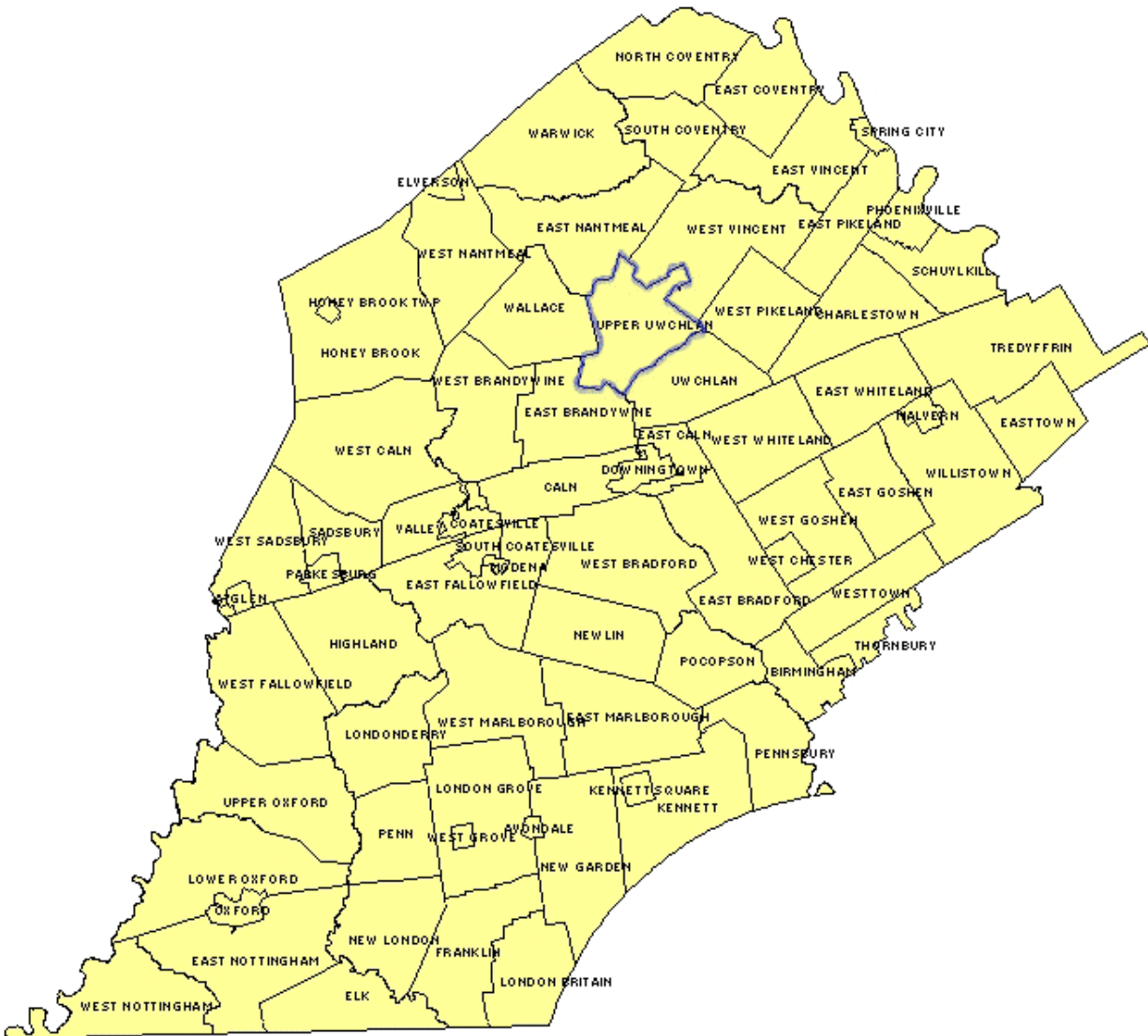
The Township owns over 90 acres of passive and active recreational land in four parks – Upland Farms (56 acres), Hickory Park (32 acres), Fellowship Fields (17 acres) and Larkins Field (7.2 acres). *Refer to the section on "Township Parks" for more information.*

Upper Uwchlan Township has its own police force and is served by four fire companies from surrounding Townships and three EMT organizations.

Each year, on the Saturday before Father's Day, the Township holds a "Block Party" during which a portion of Route 100 is closed to hold the event. Local vendors participate in this street fair and there are many activities for families with young children. Fireworks cap off the evening. *(Unfortunately, due to the COVID-19 pandemic, the Block Party was cancelled in 2020 and 2021)*

Please refer to the map of Chester County on the next page for the location of Upper Uwchlan Township in the northern central part of the county.

MAP OF CHESTER COUNTY MUNICIPALITIES



UPPER UWCHLAN TOWNSHIP'S STRATEGIC GOALS

Health and Safety

- Provide customer based, proactive, responsive law enforcement by an accredited law enforcement agency
- Maintain and support a high-quality emergency response system
- Continued investment in social and recreational opportunities for our residents
- Maintain the quality of life and the health, safety, and welfare through the administration of all applicable codes, regulations and standards to include, but not limited to: Township codes, building codes, the property management code, and the International Fire Code

Thriving Local Economy

- Invest in, maintain, and manage vehicular and pedestrian networks
- Encourage economic vitality through appropriate zoning, land development, and infrastructure improvement

Protect Natural Resources and Systems – Marsh Creek and Pickering Creek Watersheds

- Continue the public sanitary sewer expansion, as outlined in the Township's approved ACT 537 plan.
- Protect the local watershed by appropriately managing storm water infrastructure via the development and management of a Water Resource Protection program
- Continued collaboration on projects such as the Brandywine Creek Greenway

Governance - Inclusive Government

- Significantly increase citizen understanding, access to and participation in Upper Uwchlan Township local government
- Participation and dissemination of information via various social media outlets
- Become a vision and goal-driven organization that is accountable to the residents of the Township

Effective and Efficient Township Services

- Define levels of service for township services: benchmark services against comparable municipalities and scrutinize the current processes to maximize efficiency
- Become a vision and goal-driven organization that is accountable to the residents of the Township
- Protect and preserve investment in public facilities
- Continue to identify and employ technological advances to promote access, maximize efficiencies and increase productivity of employees

The Strategic Goals noted above were determined through the collaboration of the Board of Supervisors, Township staff and the various Boards and Commissions that represent the residents. Also taken into consideration are the public comments from the monthly Board of Supervisors and Planning Commission meetings.

Upper Uwchlan Township
Budget - 2022

Budget Summary for 2022 - All Funds

	General Fund	Solid Waste Fund	Capital Fund	Act 209 Fund	Liquid Fuels Fund	Water Resource Protection Fund	Sewer Fund	Total
Budgeted Revenues:								
Property taxes	\$ 1,770,100							\$ 1,770,100
Earned income taxes	4,044,240							4,044,240
Licenses and permits	517,100							517,100
Interest, dividends and rents	57,000	\$ 2,000	\$ 10,000	\$ 1,000	\$ 7,000	\$ 600	\$ 1,000	78,600
Intergovernmental revenues	1,174,059	25,000	5,800	-	377,377	235,482	-	1,817,718
Grant revenue	-	-	100,000					100,000
Charges for services/fees	189,550	1,124,066	-	-	-	-	572,944	1,886,560
Miscellaneous revenue/other	268,500	-	5,000	-	-	-	-	273,500
Total Revenues	8,020,549	1,151,066	120,800	1,000	384,377	236,082	573,944	10,487,817
Budgeted Expenditures:								
Current:								
General government	2,152,937	-	3,800	-	-	-	-	2,156,737
Public Safety	3,780,492	-	114,000	-	-	-	-	3,894,492
Health and welfare	57,117	-	35,000	-	-	-	-	92,117
Public works - highways and streets	1,429,350	-	246,550	-	415,800	514,314	-	2,606,013
Public works - sanitation	-	1,031,685	-	-	-	-	-	1,031,685
Culture and recreation	491,979	-	494,150	-	-	-	-	986,129
Other	15,000	-	(12,355)	-	-	-	(4,016)	(1,371)
Debt service:								-
Principal	-	-	-	-	-	-	-	-
Interest	-	-	195,450	-	-	-	332,944	528,394
Total Expenditures	7,926,874	1,031,685	1,076,595	-	415,800	514,314	328,928	11,294,195
Excess (Deficiency) of Revenues over (under) Expenditures	93,675	119,381	(955,795)	1,000	(31,423)	(278,232)	245,016	(806,378)
Other Financing Sources (Uses)								
Transfers in	-	-	1,600,000	-	-	245,000	-	1,845,000
Transfers out	1,745,000	100,000	-	-	-	-	-	1,845,000
Total Other Financing Sources (Uses)	(1,745,000)	(100,000)	1,600,000	-	-	245,000	-	-
Net Change in Fund Balances	(1,651,325)	19,381	644,205	1,000	(31,423)	(33,232)	245,016	(806,378)
Fund Balances, Beginning of year (1/1/2022)	8,406,598	689,060	532,890	1,045,371	862,198	203,455	16,508,794	28,248,366
Fund Balances, End of Year (12/31/2022)	\$ 6,755,273	\$ 708,441	\$ 1,177,095	\$ 1,046,371	\$ 830,775	\$ 170,223	\$ 16,753,810	\$ 27,441,988

Upper Uwchlan Township
Budget - 2022

Projected Changes in Fund Balances

	General Fund	Solid Waste Fund	Capital Fund	Act 209 Fund	Liquid Fuels Fund	Water Resource Protection Fund	Sewer Fund	Total
Fund Balance, December 31, 2020	\$ 7,033,777	\$ 610,004	\$ 1,499,765	\$ 1,044,815	\$ 742,841	\$ 29,222	\$ 16,589,550	\$ 27,549,974
Net income through Sept. 30, 2021 <i>(excludes transfers in/out)</i>	3,031,308	327,330	(1,358,323)	549	139,057	(68,857)	(80,761)	1,990,304
<u>Transfers through Sept. 30, 2021:</u>								
To Capital Fund	(500,000)	-	500,000	-	-	-	-	-
To Water Resource Protection Fund	(245,000)	-	-	-	-	245,000	-	-
<u>Planned transfers through Dec. 31, 2021</u>								
To Capital Fund	-	(100,000)	100,000	-	-	-	-	-
To Capital Fund - debt reduction	-	-	-	-	-	-	-	-
To Water Resource Protection Fund	-	-	-	-	-	-	-	-
To Municipal Authority	-	-	-	-	-	-	-	-
Projected net income (loss) - 4Q 2021	(913,487)	(148,274)	(208,553)	7	(19,700)	(1,910)	5	(1,291,912)
Projected Fund Balance, December 31, 2021	\$ 8,406,598	\$ 689,060	\$ 532,890	\$ 1,045,371	\$ 862,198	\$ 203,455	\$ 16,508,794	\$ 28,248,366
Fund Balance, December 31, 2021	8,406,598	689,060	532,890	1,045,371	862,198	203,455	16,508,794	28,248,366
Budgeted net income	93,675	119,381	(955,795)	1,000	(31,423)	(278,232)	245,016	(806,378)
<u>Transfers budgeted:</u>								
To Capital Fund	(1,500,000)	(100,000)	1,600,000	-	-	-	-	-
To Capital Fund - from Turf Field cash	-	-	-	-	-	-	-	-
To Water Resource Protection Fund	(245,000)	-	-	-	-	245,000	-	-
To Municipal Authority - construction	-	-	-	-	-	-	-	-
Projected Fund Balance, December 31, 2022	\$ 6,755,273	\$ 708,441	\$ 1,177,095	\$ 1,046,371	\$ 830,775	\$ 170,223	\$ 16,753,810	\$ 27,441,988
Projected Change in Fund Balance	\$ (1,651,325)	\$ 19,381	\$ 644,205	\$ 1,000	\$ (31,423)	\$ (33,232)	\$ 245,016	\$ (806,378)
Percentage change in Fund Balance	-19.64%	2.81%	120.89%	0.10%	-3.64%	-16.33%	1.48%	-2.85%
<u>Fund Balance Retention:</u>								
General operating expenditures (budgeted) in 2022 (not including transfers)	7,926,874							
Fund balance retention - per policy at 35% <i>(Fund balance must equal or exceed this amount)</i>	\$ 2,774,406							

**UPPER UWCHLAN TOWNSHIP
2022 BUDGET
CASH FLOW PROJECTION**

	Actual 2020	Actual 9/30/2021*	Projected 12/31/2021 (3 months)	2022	2023	2024	2025	2026
General Fund								
Beginning General Fund	\$ 5,326,770	\$ 6,622,423	\$ 8,399,887	\$ 7,486,400	\$ 5,835,075	\$ 5,790,122	\$ 5,838,214	\$ 6,067,401
Accrual adjustment	(92,230)	(508,844)	-	-	-	-	-	-
Revenue	8,722,967	7,723,487	626,513	8,020,549	7,524,181	7,659,184	7,791,836	7,930,672
Expense	(5,817,084)	(4,692,178)	(1,540,000)	(7,926,874)	(7,069,134)	(7,211,092)	(7,362,650)	(7,517,182)
Transfer to Water Resource Protection Fu	-	(245,000)	-	(245,000)	-	-	-	-
Transfer to Capital - Turf Field cash	-	-	-	-	-	-	-	-
Transfer to Capital	(1,518,000)	(500,000)	-	(1,500,000)	(500,000)	(400,000)	(200,000)	-
Ending General Fund Cash	6,622,423	8,399,887	7,486,400	5,835,075	5,790,122	5,838,214	6,067,401	6,480,891
Solid Waste Fund								
Beginning Solid Waste Cash:	653,193	783,838	929,312	735,322	754,703	833,666	902,523	971,488
Accrual adjustment	114,374	(181,856)	-	-	-	-	-	-
Revenue	1,100,261	1,036,284	25,000	1,151,066	1,191,038	1,192,435	1,192,635	1,192,835
Expense	(933,990)	(708,954)	(218,990)	(1,031,685)	(1,032,075)	(1,043,578)	(1,043,670)	(1,053,688)
Reduction of long term debt (4Q)	-	-	-	-	-	-	-	-
Transfer to Capital	(150,000)	-	-	(100,000)	(80,000)	(80,000)	(80,000)	(80,000)
Ending Solid Waste Fund Cash	783,838	929,312	735,322	754,703	833,666	902,523	971,488	1,030,634
Liquid Fuels								
Beginning Liquid Fuels Cash:	694,691	752,594	886,775	867,075	835,652	896,269	966,886	1,047,503
Accrual adjustment	1,022	(4,876)	-	-	-	-	-	-
Revenue	417,568	388,841	300	384,377	401,617	411,617	421,617	431,617
Expense	(360,687)	(249,784)	(20,000)	(415,800)	(341,000)	(341,000)	(341,000)	(341,000)
Transfer from General Fund	-	-	-	-	-	-	-	-
Ending Liquid Fuels Fund Cash	752,594	886,775	867,075	835,652	896,269	966,886	1,047,503	1,138,120
Act 209 Fund								
Beginning Act 209 Fund Cash:	687,607	1,026,143	1,045,364	1,045,371	1,046,371	1,047,371	1,048,371	1,049,371
Accrual adjustment	(18,672)	18,672	-	-	-	-	-	-
Revenue	357,208	549	7	1,000	1,000	1,000	1,000	1,000
Transfer from Capital Fund	-	-	-	-	-	-	-	-
Expense	-	-	-	-	-	-	-	-
Ending Act 209 Fund Balance Cash	1,026,143	1,045,364	1,045,371	1,046,371	1,047,371	1,048,371	1,049,371	1,050,371
Water Resource Protection Fund								
Beginning Storm Water Mgt Fund Cash:	69,453	29,922	238,466	236,556	448,324	628,323	1,181,911	1,732,695
Accrual adjustment	700	(667)	-	-	-	-	-	-
Revenue	206	278,110	90	481,082	377,820	754,140	754,140	754,140
Expense	(40,437)	(68,899)	(2,000)	(514,314)	(197,821)	(200,552)	(203,356)	(206,236)
Transfer from General Fund	-	-	-	245,000	-	-	-	-
Transfer from Municipal Authority	-	-	-	-	-	-	-	-
Ending Water Resource Protection Fund	29,922	238,466	236,556	448,324	628,323	1,181,911	1,732,695	2,280,599
Sewer Fund								
Beginning Sewer Fund Cash:	106,991	106,941	106,503	108,403	110,203	112,003	113,803	115,603
Accrual adjustment	(11,609)	84,554	-	-	-	-	-	-
Purchase of capital assets	-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-
Principal pay'ts Bonds-Series of 2019	(30,000)	-	(30,000)	(30,000)	(30,000)	(30,000)	(35,000)	(35,000)
Principal pay'ts Bonds-Series A of 2019	(205,000)	-	(205,000)	(210,000)	(215,000)	(215,000)	(220,000)	(220,000)
Interest income	12,207	62	2,100	2,000	2,000	2,000	2,000	2,000
Interest expense	(337,836)	(253,345)	(168,897)	(332,944)	(327,994)	(322,944)	(318,819)	(314,469)
Revenue - from Municipal Authority	572,688	168,791	403,897	572,944	572,994	567,944	573,819	569,469
Other cash receipts	-	-	-	-	-	-	-	-
Misc. Expense	(500)	(500)	(200)	(200)	(200)	(200)	(200)	(200)
Transfer from General Fund	-	-	-	-	-	-	-	-
Transfer (to)/from Municipal Authority	-	-	-	-	-	-	-	-
Ending Sewer Fund Balance Cash	106,941	106,503	108,403	110,203	112,003	113,803	115,603	117,403

**UPPER UWCHLAN TOWNSHIP
2022 BUDGET
CASH FLOW PROJECTION**

	Actual	Actual	Projected					
	2020	9/30/2021*	12/31/2021	2022	2023	2024	2025	2026
			(3 months)					

Capital Fund

Beginning Capital Fund Cash:	3,176,716	1,070,401	396,171	187,618	214,968	709,968	1,104,968	1,309,968
Accrual adjustment	(1,422,594)	(397,579)	-	-	-	-	-	-
Proceeds of GO Bonds - Series of 2019			-	-	-	-	-	-
Debt issuance costs - 2019 Bonds								
Grant - Commonwealth of Pa (Park Rd Trail)		-	-	-	-	-	-	-
Transfers from/(to):								
General Fund	1,518,000	500,000	291,447	1,500,000	500,000	400,000	200,000	-
Solid Waste	150,000	-	100,000	100,000	80,000	80,000	80,000	80,000
Act 209 Fund			-					
Sale of fixed assets	16,736	30,409	-	5,000	5,000	5,000	5,000	5,000
Interest	12,157	683	-	10,000	10,000	10,000	10,000	10,000
Other income	21,572	-	-	5,800	-	-	-	-
Township properties:								
Township building	(1,911,063)	(315)	-	(3,800)	(5,000)	(5,000)	(5,000)	(5,000)
Public Works building		(36,102)	-	-	-	-	-	-
Milford Road property	-	(2,791)	-	-	-	-	-	-
Township - general items	-	-	-	-	(5,000)	(5,000)	(5,000)	(5,000)
Police Vehicles	(49,983)	(52,439)	-	(104,000)	(50,000)	(50,000)	(40,000)	(40,000)
Police - Other Capital Purchases		-	-	-	-	-	-	-
Purchase Codes Dept. vehicle		-	-	-	-	-	-	-
Public Works Equipment/truck	(269,475)	(135,119)	-	(202,700)	-	-	-	-
Parks:								
General		(37,050)	-	-	(15,000)	(15,000)	(15,000)	(15,000)
Hickory Park			-	(385,000)	(5,000)	(5,000)	(5,000)	(5,000)
Fellowship Fields		287,747	-	-	(15,000)	(15,000)	(15,000)	(15,000)
Upland Farms	(119,176)	(628,765)	(600,000)	(825,000)	(5,000)	(5,000)	(5,000)	(5,000)
Larkins Field		-	-	(29,100)	-	-	-	-
Eagle Crossroads		-	-	-	-	-	-	-
Park Road Trail - Phase IV		-	-	-	-	-	-	-
Eagle Village Trail Extension	-	-	-	-	-	-	-	-
Lyndell Road Bridge	-	-	-	(43,850)	-	-	-	-
Traffic Signals	-	(13,932)	-	-	-	-	-	-
Emergency Management	-	-	-	-	-	-	-	-
Expenses-Principal & Interest	(52,489)	(188,977)	-	-	-	-	-	-
Principal on GO Bonds-Series of 2019	(155,000)	-	(155,000)	(160,000)	(225,000)	(235,000)	(240,000)	(240,000)
Interest on GO Bonds-Series of 2019	(201,344)	-	(99,188)	(200,550)	(195,450)	(188,550)	(188,550)	(171,200)

Ending Capital Fund Cash	1,070,401	396,171	187,618	214,968	709,968	1,104,968	1,309,968	1,314,968
---------------------------------	------------------	----------------	----------------	----------------	----------------	------------------	------------------	------------------

Beginning Cash UUT	10,538,977	10,255,399	11,657,509	10,321,786	8,686,769	9,277,396	9,860,962	10,445,730
Ending Cash UUT	10,255,399	11,657,509	10,321,786	8,686,769	9,277,396	9,860,962	10,445,730	11,014,984

DESCRIPTION OF THE TOWNSHIP'S FUND STRUCTURE

Upper Uwchlan Township uses several Funds to account for its fiscal transactions. Each Fund is a separate accounting and reporting entity. As such, its assets will equal the total of its liabilities and fund balance (also known as net assets or equity). In governmental accounting, funds are classified as **governmental funds, proprietary funds or fiduciary funds.**

Governmental funds account for the activities of the Township that are not considered proprietary (business-type) or fiduciary. There are two types of proprietary funds – enterprise funds and internal service funds. The Township's proprietary funds are **enterprise funds** - they operate in a manner similar to a private business. Their intent is to recover the costs of providing services to the general public on a continuing basis through user fees. Fiduciary funds account for "other people's money" that the Township is responsible for. The Township does not have any internal service funds at this time.

The budgetary funds and their descriptions are as follows:

GOVERNMENTAL FUNDS

General Fund – The *General Fund* is the Township's main operating fund. The *General Fund* is used to account for and report all financial resources not accounted for and reported in another fund, either by law or Generally Accepted Accounting Principles (GAAP). All of the Township's real estate property taxes and earned income tax revenues are receipted into the *General Fund*. The majority of Township expenditures are made from the General Fund, including salaries and all employment benefits for Township employees.

Solid Waste Fund – The *Solid Waste Fund* is a special revenue fund which is used to account for all revenues and expenses related to the collection of trash and recycling in the Township. This Fund was created on January 1, 2012 and was separated from the General Fund at that time. The main source of revenue consists of solid waste payments made by residents. The primary expenditures are payments made for trash and recycling collection, as well as payments made to the Chester County Solid Waste Authority for tipping fees for disposal of solid waste at its location.

Capital Projects Fund – The *Capital Projects Fund* is a governmental fund that is used to account and report on financial resources that are restricted, committed or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets. The *Capital Projects Fund* receives its revenue from inter-fund transfers from the General Fund and/or Solid Waste Fund or from grants. Payments on the Township's debt are made from the *Capital Projects Fund*.

NON-MAJOR GOVERNMENTAL FUNDS

Liquid Fuels Fund – The *Liquid Fuels Fund* is a special revenue fund which is used to account for all revenues and expenses related to Liquid Fuels receipts from the Commonwealth of Pennsylvania. The *Liquid Fuels Fund* is restricted by statute; it can only be used for specific expenses related to the maintenance of roads within the Township. All revenues, except for interest, are received from the Commonwealth from a formula based on the mileage of Township roads and the population of the Township.

Water Resource Protection Fund – originally named *The Storm Water Management Fund*, this Fund was established in 2014 to account for expenses associated with managing, improving and repairing storm water infrastructure throughout the Township.

Act 209 Fund – The *Act 209 Fund* is a special revenue fund which is used to account for all revenues and expenses relating to traffic flow improvement within the Township. All revenues are received from Act 209 Traffic Impact fees for land development projects and from the Commonwealth of Pennsylvania through applicable grants. Expenditures are made for road and bridge improvements as part of the Traffic Impact Project. This fund is legally restricted.

PROPRIETARY FUNDS

Sewer Fund – The *Sewer Fund* was established in 2014 and reports the resources necessary for the operations of the Upper Uwchlan Township Municipal Authority (“Municipal Authority”). The capital assets used by the Municipal Authority in its business (sewer treatment plants, land, pump stations, etc.) are owned by the Township and are leased to the Sewer Authority. In 2014, Upper Uwchlan Township issued General Obligation bonds to finance the construction of Phase II of the Route 100 Wastewater Treatment Plant. The proceeds of the bond offering and all related liabilities and payments to bond holders are recorded in the Sewer Fund.

Sewer Authority – The *Sewer Authority* accounts for the activities of the Upper Uwchlan Township Municipal Authority which operates the Township’s sewer system. As stated above, the capital assets used to operate the sewer system are owned by Upper Uwchlan Township and are leased to the Municipal Authority. The Municipal Authority has a separate five member Board; members are appointed by the Upper Uwchlan Township Board of Supervisors. The budget for the Municipal Authority is not included in this document as it is a separate, stand-alone organization which issues its own set of annual audited financial statements.

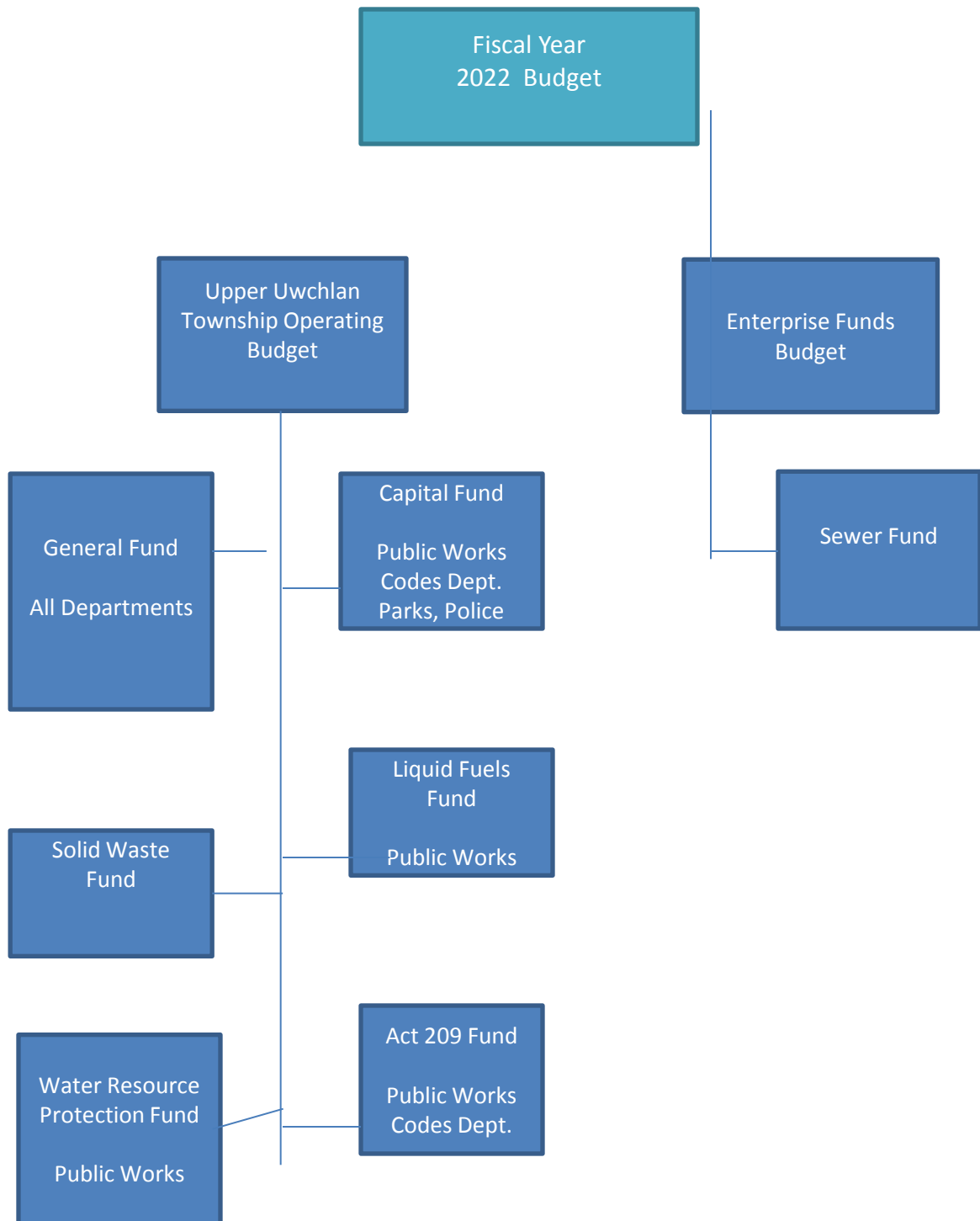
FIDUCIARY FUNDS

Developer's Escrow Fund – For large projects, the Township requires developer's to deposit cash with the Township to pay for costs the Township will incur during the process of approving plans for the development. These costs normally consist of consulting fees for engineers or other experts and attorney fees. At the conclusion of the project, any unused funds on deposit are returned to the developer. The *Developer's Escrow Fund* is not included in this budget document. It is included in the annual audited Upper Uwchlan Township Basic Financial Statements.

The Township also has two fiduciary funds – the **Police Pension Plan** and the **Non-Uniform Pension Plan**. ("the plans"). Both plans are managed by an outside administrator and are in the custody of a bank; both were chosen by the Pension Committee (see note below) and approved by the Board of Supervisors. The plans are audited annually and separate audited financial statements are issued. They are not included in this budget document, but are included in the Upper Uwchlan Township Basic Financial Statements.

Note – The Pension Committee members include: one member of the Board of Supervisors, the Township Manager, Township Treasurer, Chief of Police and two members of the Police Department.

UPPER UWCHLAN TOWNSHIP RELATIONSHIP BETWEEN FUNDS AND DEPARTMENTS



This chart shows the departments that primarily provide services to each of the Township Funds. The General Government and Executive departments are involved with all of them.

BASIS OF ACCOUNTING AND BUDGETING

Basis of Budgeting

All of the funds are budgeted using the modified accrual method of accounting. Modified accrual accounting recognizes revenues when they become measurable and available. **Measurable** means that the dollar amount of the transaction is known. **Available** means that it is collectible within the current period, or soon enough after the end of the current period to pay liabilities of the current period. For this purpose, the Township considers revenues to be available if they are collected within 30 days of the reporting period. Expenditures are generally recorded when a liability is incurred. An exception to this applies to debt service payments and compensated absences which are recorded only when a payment is due.

Accounting Basis

The basis of accounting refers to when revenues and expenditures or expenses are recorded in the accounting records and reported in the financial statements. The Township's basis of accounting is the same as that used for budgeting. Exceptions are as follows:

- Depreciation and amortization, which are considered expenses on the modified accrual basis of accounting are ignored under the budget basis because these items do not require an expenditure of funds. They are not included in the Township's General Fund and all other budgets except the Sewer Fund budget.
- Compensated absences are not budgeted, but will be reflected in the annual financial statements as an expense and liability.
- Principal debt payments are budgeted as an expense in the Capital Fund and are adjusted at year-end against the liability.

BUDGET SCHEDULE

Activity	Recommended Date	Date Required by Statute
Department heads review 2021 actuals in preparation for 2022 budget meetings	August 23, 2021	
Department heads notify Treasurer and Township Manager of any large increases they are submitting in the 2022 Budget (ie – personnel, capital)	August 31, 2021	
Treasurer prepares initial budget worksheet: <ul style="list-style-type: none"> • Estimates revenue based on current year actuals and prior year trends • Estimates salary and benefits based on current staffing levels 	August 31, 2021	
Department heads submit data for 2022/2021 actual performance measures	September 8, 2021	
Department heads meet with Township Manager and Treasurer to review goals for 2022	September 20, 2021	
Treasurer incorporates requests from department heads into budget and updates minor expense line items	September 28, 2021	
Capital budget items are reviewed	October 5, 2021	
Treasurer prepares and delivers the initial 2022 Budget package to the Board of Supervisors for their review	October 12, 2021	
Initial presentation of the 2022 Budget to the Board of Supervisors for the following departments: <i>Police</i> <i>Codes</i> <i>Public Works</i> <i>Solid Waste Fund</i> <i>Liquid Fuels Fund</i> <i>Parks</i>	October 12, 2021 (public Workshop)	

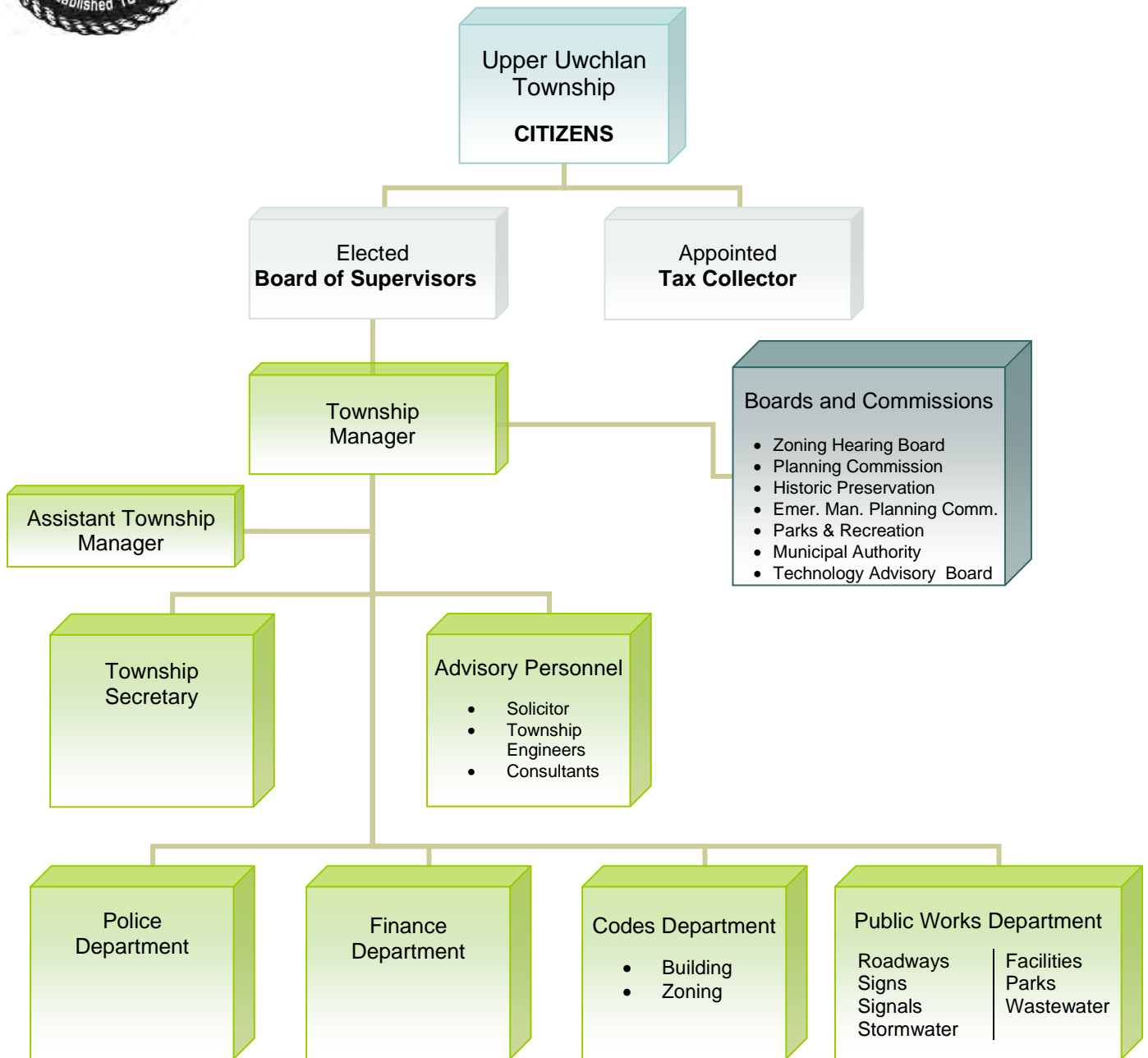
Activity	Recommended Date	Date Required by Statute
The following departments present their budgets to the Board of Supervisors: <i>General Government</i> <i>Executive</i> <i>Audit & Tax</i> <i>Legal and Computer</i> <i>Engineering</i> <i>Township Properties</i> <i>Planning and Zoning</i> <i>Commissions</i> <i>Other Services</i> <i>Long Term Debt</i> <i>Capital Fund</i> <i>Water Resource Protection Fund</i> <i>Sewer Fund</i> <i>Act 209 Fund</i>	November 9, 2021	
Township Manager requests Supervisors to authorize advertising the budget	November 9, 2021 (public workshop)	
Budget is advertised in the Daily Local News as required by Pa. Statute (20 business days prior)	November 17, 2021	November 17, 2021
Supervisors discuss budget, request any final changes (if necessary)	December 14, 2021	
Township Manager presents the final budget to the Supervisors and recommends voting to accept it	December 20, 2021 (public meeting)	December 31, 2021

Process for Budget Amendments

The Second Class Township Code of Pennsylvania permits an Adopted Budget to be re-opened and revised during the month of January following the election of any new member of the Board of Supervisors. The amended Budget must be advertised to provide the public with ten (10) days to inspect and review the new Budget prior to its legal adoption. Any amended budget must be adopted by the Board of Supervisors on or before the fifteenth (15th) day of February. The budget may be amended at any time during the year.



UPPER UWCHLAN TOWNSHIP ORGANIZATIONAL CHART



EMS and Fire services are provided by the following agencies: Uwchlan Ambulance (Station 87), Lionville Fire Department (Station 47), Ludwig's Corner Fire Department (Station 73), East Brandywine Fire Department (Station 49), and the Glenmoore Fire Department (Station 48)

SUMMARY OF STAFF POSITIONS

	2022	2021	2020
Full Time:			
Executive	6	6	6
Codes Department	3	3	3
Police Department	15	12	12
Public Works Department	7	7	6
Public Works – Facilities	3	3	3
Total	34	31	30
Part Time/Seasonal:			
Executive	1	0	0
Codes Department	0	0	0
Police Department	1	2	2
Public Works Department	0	0	1
Public Works – Facilities *	0	0	0
Total	2	2	3

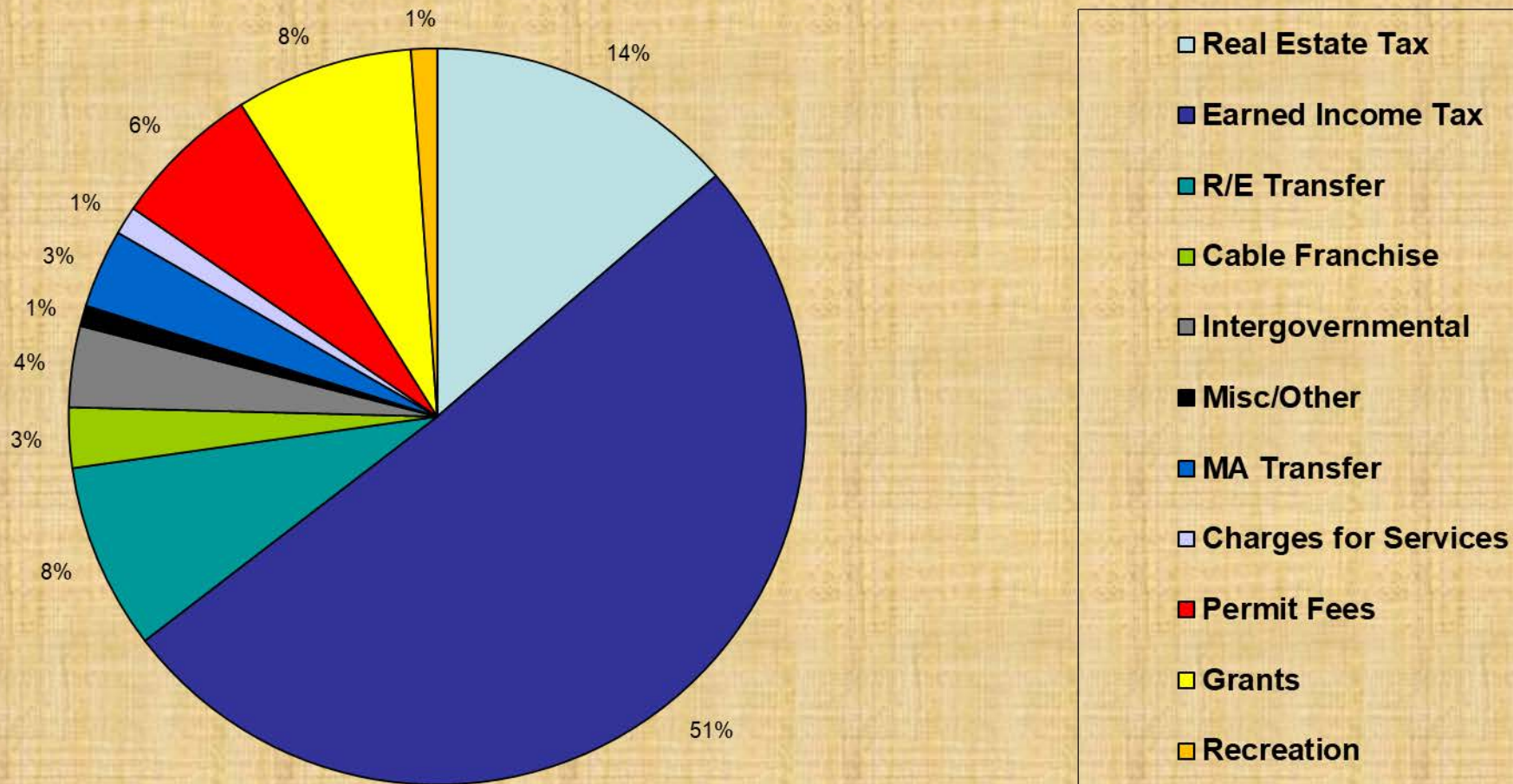
Statistics are as of the end of each year presented. The Public Works Department hires three to four seasonal workers during the summer months – usually May through September - to maintain the grass in the Township parks and near roadways. They are not included in the numbers presented above because they are not employed on December 31.

More detailed information on staffing is provided in each of the above departmental summaries.

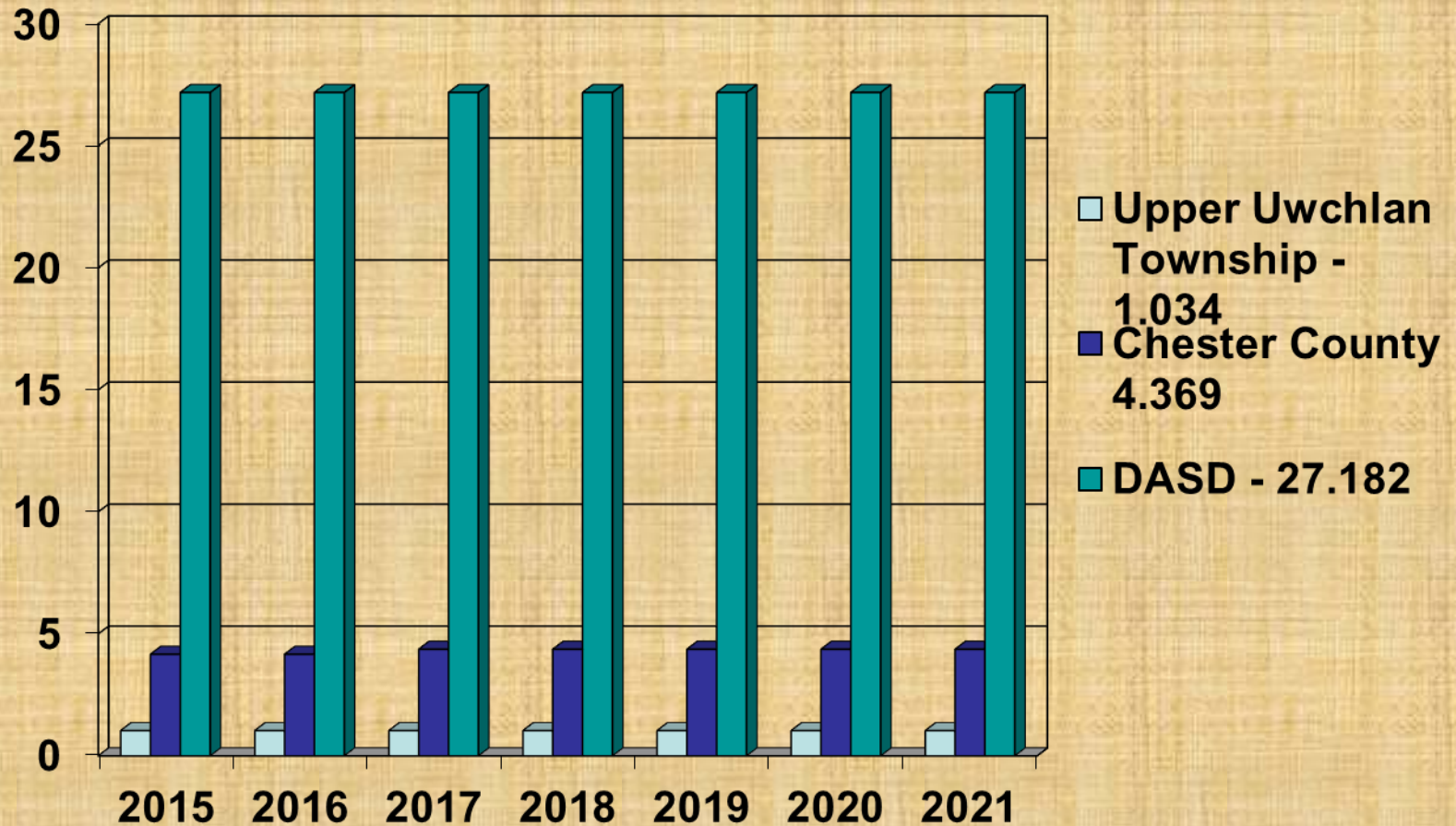
**UPPER UWCHLAN TOWNSHIP
2022 BUDGET SUMMARY - GENERAL FUND**

	Actual	Actual	Budget	Actual YTD	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
	2019	2020	2020	9/30/21	2021	2022	21 Budget	Inc/(Dec)	2023	2024	2025	2026
INCOME												
Total 301 PROPERTY TAXES	973,847	1,102,181	996,100	1,065,037	1,008,100	1,055,100	47,000	5%	1,063,100	1,068,100	1,068,100	1,068,100
Total 301.7 HYDRANT TAX	68,995	67,030	65,000	62,193	65,000	65,000	-	0%	66,000	66,000	66,000	66,000
Total 310 EARNED INC & TRANSFER TAX	4,750,831	4,801,964	4,345,795	4,466,968	4,465,636	4,694,240	228,604	5%	4,775,125	4,857,627	4,941,780	5,027,615
Total 320 PERMITS	397,908	723,001	395,100	621,959	442,100	517,100	75,000	17%	552,100	602,100	652,100	712,100
Total 321 CABLE FRANCHISE FEES	227,008	213,407	225,000	159,516	220,000	210,000	(10,000)	-5%	208,000	206,000	204,000	202,000
Total 331 FINES/394 POLICE ACTIVITY	62,473	59,813	50,500	39,583	50,500	50,500	-	0%	50,500	50,500	50,500	50,500
Total 341 INTEREST EARNNGS	75,587	54,363	50,000	24,775	35,000	33,000	(2,000)	-6%	33,000	33,000	33,000	33,000
Total 342 RENTS & ROYALTIES	24,000	24,000	24,000	18,000	24,000	24,000	-	0%	24,000	24,000	24,000	24,000
Total 354 GRANTS	-	465	16,808	618,752	-	618,752	618,752	#DIV/0!	-	-	-	-
Total 355/356 INTERGOVERNMENTAL REVENUES	309,461	308,285	302,600	288,044	302,600	282,600	(20,000)	-7%	282,600	282,600	282,600	282,600
Total 361 CHARGES FOR SERVICE/FEES	70,837	(4,677)	138,850	35,969	88,850	98,850	10,000	11%	98,350	98,350	98,350	98,350
Total 367 CULTURE & RECREATION	81,380	43,442	85,700	72,301	85,700	90,700	5,000	6%	90,700	90,200	90,700	90,700
Total 380 MISC INCOME	47,323	1,089,485	8,000	38,368	8,000	8,000	-	0%	8,000	8,000	8,000	3,000
Total 392 INTERFUND TRANSFER	270,080	245,253	273,821	212,022	264,736	272,707	7,971	3%	272,707	272,707	272,707	272,707
Total Income	7,359,730	8,728,012	6,977,274	7,723,487	7,060,222	8,020,549	960,327	14%	7,524,181	7,659,184	7,791,836	7,930,672
EXPENSES												
Total 400 GENERAL GOVERNMENT	64,836	79,578	72,745	54,882	73,287	78,207	4,920	7%	78,207	78,207	78,207	78,207
Total 401 EXECUTIVE	733,517	753,868	807,248	593,345	802,042	839,941	37,899	5%	862,253	885,208	911,216	938,887
Total 402 AUDIT	31,450	30,900	28,500	24,700	23,700	25,700	2,000	8%	26,700	27,700	28,700	28,700
Total 403 TAX COLLECTION	13,759	11,630	14,035	15,260	8,500	12,900	4,400	52%	12,900	12,900	12,900	12,900
Total 404 LEGAL	51,956	58,662	45,000	50,626	55,000	60,000	5,000	9%	60,000	60,000	60,000	60,000
Total 407 COMPUTER	108,212	122,507	114,200	103,548	141,480	160,000	18,520	13%	150,000	150,000	150,000	150,000
Total 408 ENGINEERING	96,472	69,018	169,500	84,126	169,500	788,252	618,752	365%	194,500	194,500	194,500	194,500
Total 409 TOWNSHIP PROPERTIES	263,150	216,879	174,369	109,311	187,102	186,123	(979)	-1%	180,623	180,623	180,623	180,623
Total 410 POLICE EXPENSES	2,215,267	2,319,097	2,346,296	1,829,845	2,413,496	2,779,019	365,522	15%	2,788,649	2,865,930	2,946,342	3,030,062
Total 411-412 FIRE & AMBULANCE	381,294	534,246	378,137	350,680	378,137	613,808	235,671	62%	443,808	445,808	447,808	449,808
Total 413 CODES ADMINISTRATION	391,340	374,109	426,321	246,984	350,701	369,724	19,023	5%	379,475	389,516	402,343	412,636
Total 414 PLANNING & ZONING	11,817	3,670	39,300	5,635	39,300	89,300	50,000	127%	18,300	18,300	18,300	18,300
Total 415/422/456 EMERGENCY OPERATIONS/OTHER	33,933	37,141	42,258	26,498	64,828	64,967	139	0%	44,610	44,758	44,910	45,066
Total 433 SIGNS	5,290	4,686	6,000	4,078	6,000	6,000	-	0%	6,000	6,000	6,000	6,000
Total 434 SIGNALS	57,466	24,550	35,000	9,745	35,200	35,200	-	0%	25,000	25,000	25,000	25,000
Total 438 PUBLIC WORKS	1,198,046	856,967	1,008,269	917,594	1,286,473	1,310,754	24,281	2%	1,337,929	1,366,463	1,395,622	1,426,313
Total 454 PARK & RECREATION	353,020	323,444	443,599	263,208	460,579	491,979	31,400	7%	446,679	446,679	446,679	446,679
Total 459 HISTORICAL COMMISSIONS/EAC	1,452	1,177	4,316	2,115	5,000	15,000	10,000	200%	13,500	13,500	13,500	13,500
Total Expenses before Operating Transfers	6,012,276	5,822,129	6,155,093	4,692,178	6,500,325	7,926,874	1,426,549	22%	7,069,134	7,211,092	7,362,650	7,517,182
Net Income before Operating Transfers	1,347,454	2,905,883	822,181	3,031,308	559,897	93,675	(466,222)	-83%	455,047	448,092	429,186	413,490
Total Operating Transfers	(150,000)	(1,518,000)	(818,000)	(745,000)	(1,145,000)	(1,745,000)	(600,000)	52%	(500,000)	(400,000)	(200,000)	-
Total Expenditures	6,162,276	7,340,129	6,973,093	5,437,178	7,645,325	9,671,874	2,026,549	27%	7,569,134	7,611,092	7,562,650	7,517,182
Net Income - General Fund	1,197,454	1,387,883	4,181	2,286,308	(585,103)	(1,651,325)	(1,066,222)	182%	(44,953)	48,092	229,186	413,490
<u>Solid Waste Fund</u>												
Revenues	1,132,126	1,100,261	1,096,444	1,036,284	1,141,331	1,151,066	9,735	1%	1,191,038	1,192,435	1,192,635	1,192,835
Expenses	(952,814)	(933,990)	(914,796)	(708,954)	(1,045,522)	(1,031,685)	13,837	-1%	(1,032,075)	(1,043,578)	(1,043,670)	(1,053,688)
Operating transfers	-	(150,000)	(150,000)	-	(100,000)	(100,000)	-	0%	(80,000)	(80,000)	(80,000)	(80,000)
Net Income - Solid Waste Fund	179,312	16,271	31,648	327,330	(4,191)	19,381	23,572	-562%	78,963	68,857	68,965	59,146
COMBINED NET INCOME	1,376,766	1,404,154	35,829	2,613,638	(589,294)	(1,631,944)	(1,042,650)	177%	34,010	116,949	298,151	472,637

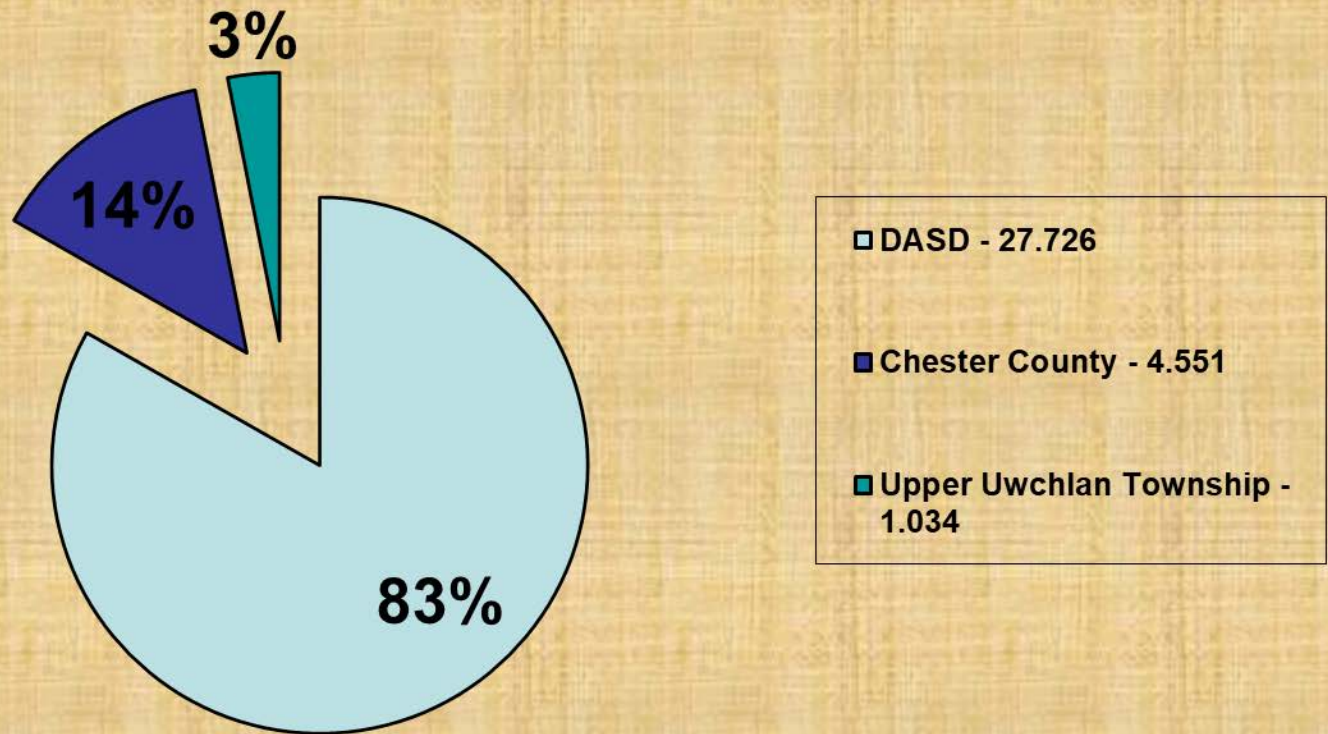
2022 General Fund Revenues



Real Estate Tax Comparison Year to Year



Real Estate Tax Comparison By Entity



FINANCIAL POLICIES

Financial policies provide a framework for making annual budgetary and other financial decisions. The Township has the following accounting and financial policies in place:

- Capitalization Policy
- Maintaining a Balanced Budget
- Fund Balance Policy
- General Cash Receipts Policy
- Utility Billing Policy
- Investment Policy
- Contribution Policy
- Debt Management Policy

CAPITALIZATION POLICY

POLICY PURPOSE

It shall be the policy of Upper Uwchlan Township to apply accounting principles in accordance with generally accepted accounting principles ("GAAP"). GAAP includes all relevant Governmental Accounting Standards Board ("GASB") pronouncements. This policy relates to the capitalization of capital assets and also describes what does not qualify for capitalization.

SCOPE

This policy applies to Upper Uwchlan Township's Governmental and Proprietary Funds.

RESPONSIBILITY

The Treasurer is responsible for maintaining and revising this policy with the review and approval of the Township Manager.

POLICIES AND GOALS

Applicability

This policy is applicable to every capital asset purchased or received by donation that has an initial cost of \$5,000 (\$10,000 in the case of infrastructure assets) or more.

Definition of a Capital Asset

A capital asset has an initial cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost, if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation.

Major outlays for capital assets and improvements are capitalized as projects are constructed, inclusive of ancillary costs.

Certain costs can exceed \$5,000 and are not deemed to be capital in nature. Painting a building is one example of a cost that is incurred but which is deemed to be a maintenance expense and not capitalizable. However, if a truck was purchased and the truck was being painted a special color prior to delivery to us, the painting would be capitalized as part of the truck purchase since it occurred at the time of purchase and added to its value.

Depreciation Method

The Township's capital assets are depreciated using the straight line method over the following estimated useful lives:

Land improvements	10 – 30 years
Buildings	40 years
Building improvements	7 - 40 years
Infrastructure	50 years
Machinery and equipment	5 – 20 years
Vehicles	5 – 18 years

The half-year convention is used to record depreciation. Under this convention, half of the normal depreciation is recorded in the first and last year of an asset's estimated useful life.

POLICY FOR MAINTAINING A BALANCED BUDGET

ADOPTED: November 12, 2019

PURPOSE OF THE POLICY

This policy provides guidance and ensures that there is a common understanding among the elected officials, staff and the community concerning what a structurally balanced budget is, and the Township's intent to maintain it from year to year. The intention of the policy is to demonstrate a commitment to long term financial planning and sound fiscal policy.

APPLICABILITY OF THE POLICY

The Balanced Budget policy is applicable to Upper Uwchlan Township's General Fund only.

ACHIEVING AND MAINTAINING A BALANCED BUDGET

A **structurally balanced budget** is one in which recurring revenues exceed or equal recurring expenditures. In other words, where the net income is positive. Incurring a net loss in any year would mean that the budget was not balanced. In Pennsylvania, a budget can be “balanced” by using fund reserves but then it would not be considered structurally balanced. A true structurally balanced budget is one that supports financial sustainability for multiple years into the future.

It is the intention of Upper Uwchlan Township to adopt a structurally balanced budget each year.

Recurring revenues are the portion of the municipality’s revenues that are expected to continue year to year in a predictable manner. Examples are: real estate property taxes, real estate transfer taxes, earned income taxes, building permits, cable franchise fees, and intergovernmental revenues. In preparing each year’s budget, Township staff knows that we will have these recurring revenues but whether they can be expected to increase in the following year – or to decrease – is a matter of judgement. It is necessary to take into account the broader economic view of what is happening in the United States and in our area. Is a recession expected? Are housing prices going up or down? How will that affect recurring tax revenues? What is expected in terms of home building in the Township?

Recurring expenditures include salaries and benefits, pension costs, payroll taxes, vehicle maintenance, insurance, supplies, travel and training etc. Recurring expenditures are those that can reasonably be expected to be consistent year to year (with expected cost of living increases) and which are required to maintain service levels. Governments recognize that they have a greater degree of flexibility in controlling non-recurring expenditures than recurring ones.

Reserves are the portion of fund balance that is set aside as a hedge against future downturns in revenue. The Township has defined the minimum amount of funds that should be held in reserve in the Fund Balance Policy. Maintaining that minimum amount of Fund Balance and growing it each year is an indication of a structurally balanced budget.

The Township has been very successful in taking a conservative approach to budgeting. Such an approach is consistent with good accounting practices – budgeting for expenditures to be higher and revenues lower than might be expected.

REMEDY FOR NON-COMPLIANCE

If circumstances are such that the budget is not structurally balanced in a future period, and it is balanced only because it is using existing fund reserves, there must be a plan put into place to specify how and when the budget will again be structurally balanced. The plan should include the following:

- Cause of the budget imbalance
- Amount of time to return to a structurally balanced budget
- Annual amount of catch-up to return to a balanced position

RESPONSIBILITY FOR THE POLICY

The development and responsibility of the Balanced Budget Policy rests with the Treasurer.

FUND BALANCE POLICY

(In Conformity with GASB Statement No. 54)

ADOPTED: June 16, 2014

PURPOSE OF FUND BALANCE

Upper Uwchlan Township believes in sound fiscal management and understands that keeping adequate working capital is fiscally responsible and advantageous for both the township and the taxpayers. The fund balance is an important measure of economic stability. It is essential that the Township maintain adequate levels of unreserved fund balance to provide the capacity to provide sufficient cash flow for daily financial needs; offset significant economic downturns or revenue shortfalls; secure and protect the bond rating of the Township; and provide funds for unforeseen expenditures related to emergencies.

DEFINITIONS

Fund Balance. Net assets, which is the difference between assets and liabilities in a governmental fund, is considered Fund Balance.

The Governmental Accounting Standards Board (GASB), which establishes financial reporting rules for governments, separates fund balance into five classifications that comprise a hierarchy based primarily on the restrictions placed on the funds.

1. **Non-spendable:** That portion of the fund balance that cannot be spent because they are either in a non-spendable form or legally or contractually required to be maintained intact. Examples include inventories, prepaid items, account receivables and other current assets that are consumed in the course of operations and cannot be converted to cash or are not expected to be available to pay current liabilities.
2. **Restricted:** That portion of the fund balance that is constrained to be used for a specific purpose as per an external party or law. These restrictions include such things as debt covenants' or constraints imposed by legislation or federal and state agencies on the use of intergovernmental revenues, such as grants and contracts.
3. **Committed:** That portion of the balance that is to be used for a specific purpose as per Township resolution or ordinance. These funds may only be spent for the purpose intended by the resolution or ordinance and can only be uncommitted by the same action taken to commit the funds. Action to commit resources should occur prior to the fiscal year end.
4. **Assigned:** That portion of the fund balance that is intended to be used for a specific purpose as established by the Treasurer or Township Manager. Assigned resources do not require formal action of the governing body. Assigned fund balance can reflect the

appropriation of a portion of existing fund balance to eliminate a projected deficit in the subsequent year's budget.

5. **Unassigned:** That portion of the fund balance that represents expendable available financial resources that can be used to meet contingencies and cash flow requirements. It is the residual after the non-spendable, restricted, committed and assigned portions are deducted from the total fund balance.

Considerations. Credit rating agencies and others monitor the levels of fund balance in the general fund as an important indicator of the Township's economic condition. While credit agencies have always analyzed fund balance as part of their evaluation of credit-worthiness, increased attention has been focused on determining sufficient levels due to recent events in the credit markets.

The size of the fund balance is an important, but not the only consideration in the Township's rating. Other important factors are the reliability of a government's revenue sources, economic conditions, employment base, cash position, debt ratios, budget management, and fiscal decisions made by the governing body.

The Government Finance Officer's Association of the US & Canada (GFOA) recommends, *at a minimum*, that general-purpose governments, regardless of size, maintain unreserved fund balance in their general fund of no less than 5 to 15 percent of regular general fund operating revenues, or of no less than one to two months of regular general fund operating expenditures.

FUND BALANCE POLICY

It is the policy of Upper Uwchlan Township to maintain a minimum unassigned fund balance in the general fund equal to 35% of all general operating expenditures (before any transfers to other funds) in the preceding fiscal year measured on a Generally Accepted Accounting Principles (GAAP) basis. In the event that the unassigned general fund balance drops below this minimum level, the Township shall plan to adjust budgeted resources in the subsequent fiscal years to restore the balance. Except in extraordinary circumstances, unassigned fund balance should not be used to fund any portion of the ongoing and routine year-to-year operating expenditures of the Township. It should be used primarily to insure adequate assigned balances, to respond to unforeseen emergencies, to provide cash flow, and to provide overall financial stability.

Amounts in excess of the targeted 35% shall be used for capital improvements or other one-time expenditures as authorized by the Board of Supervisors.

The General Fund assigned and unassigned fund balance shall be used as a revenue source to balance the general operating budget under the following conditions:

- a. It will be used for "one-time" expenditures.
- b. If used to fund reoccurring expenditures of the next fiscal year, future budget decisions will revolve around finding resources to continue funding these expenditures.

Board action must be taken to establish the types of assignments prior to the fiscal year end but will delegate to the Treasurer the determination of the proper amounts that are required.

POLICY ADMINISTRATION

The Treasurer shall be responsible for monitoring and reporting the Township's various assignments. The Township Manager is directed to make recommendations to the Board of Supervisors on the use of unassigned funds both as an element of the annual operating budget submission and from time to time throughout the year as needs may arise.

GENERAL CASH RECEIPTS POLICY

ADOPTED: May 16, 2016

POLICY PURPOSE

It shall be the policy of Upper Uwchlan Township to develop, encourage, and enforce a controlled environment for the receipt and processing of all revenues. The ultimate goal is to ensure that proper controls exist over all receipts in accordance with generally accepted accounting principles (GAAP), local ordinances and state laws. This policy describes the guidelines associated with the receipt of Township revenues.

SCOPE

This policy applies to Upper Uwchlan Township's Governmental and Proprietary Funds.

RESPONSIBILITY

The Treasurer is responsible for maintaining and revising this policy with the review and approval of the Township Manager.

POLICIES AND GOALS

Applicability

This policy is applicable to every Township department involved in handling any Township cash or checks. Employees with any type of cash handling function are required to be familiar with the requirements of this policy.

Segregation of Duties

Cash handling operations must be subject to daily supervisory review and management. To minimize the potential for mistakes or misappropriation of cash, the segregation of cash handling duties is mandatory. The duties of collecting cash, maintaining documentation, preparing deposits and reconciling records should be separated among different individuals. In departments where separation

of duties is not feasible, strict individual accountability and review of the funds by management is required.

Safekeeping

Departments handling cash are responsible for the safekeeping of these Township assets. The following general guidelines should be followed to help maintain the integrity of those areas handling cash and checks:

- Unauthorized persons are not allowed in areas when cash is being handled
- Large sums of cash should be counted and handled out of sight of the general public
- Cash should never be left unattended. If an employee leaves his or her desk, for any reason, cash must be appropriately secured and locked.
- For overnight storage, cash and checks should be locked in the safe located in the Finance Department
- Under no circumstances should an individual keep Township cash with their own personal funds, deposit Township funds in a personal bank account or take Township fund's to one's home for safekeeping

Incoming Revenues

Aside from the separate Policy on Utility Billing Cash Receipts and Collection Policy or Real Estate Tax Collection Policy, Upper Uwchlan Township receives funds for a number of other reasons.

The Township's various departments collect fees for the services they provide. The Codes Department collects fees for permits, refinance certifications, zoning permits and hearings, and usage of the Township's recreational fields. Fees are collected for engineering reviews of subdivision and land development—plan submittals. The Police Department collects fees for accident reports, background checks and motor vehicle and ordinance violations. The Finance Department receives additional sources of revenue which include, but are not limited to, earned income and local service taxes, realty transfer taxes, cable franchise fees, cell tower rentals and intergovernmental revenues.

Collection of Revenues

The Township collects the aforementioned revenues in a variety of ways:

1. Mail delivery to the Township Office
2. Cash or check collections at the Township Office
3. Secure drop box at the exterior of the Township Office
4. Police collection
5. ACH transactions

All mail is opened and checks are recorded in a log at the counter and then forwarded to the Finance Department. A member of the Finance Department retrieves deposits from the secure drop box several times a week. The box is checked on a daily basis immediately after bills are mailed and on days surrounding the time that bills are due. Receipts are given to everyone who brings cash or checks to the

Township Office and they are also recorded in the log book before being turned over to the Finance Department. Receipts must always be given to anyone who is paying in cash.

The Police Department has separate policies concerning the receipt and safekeeping of any cash or checks received by the Department. Any monies collected by the Police Department are turned over to the Finance Department by the next day.

All ACH transactions are recorded in the general ledger by the Treasurer.

Revenue Recognition

It is important that all revenues received are recorded accurately into the township's financial software. The Finance Department has the responsibility for entering all receipts accurately and in a timely manner. The majority of checks are entered via check scanners provided by the two banks that the Township uses as depositories. Checks that will not scan properly, and cash, must be physically deposited at one of the two banks.

Petty Cash

The Township maintains a small amount of petty cash on hand to be used for small cash expenses that may be incurred from time to time. Petty cash is kept in the locked safe. A nominal amount of cash is maintained at the counter to make change and is kept in a locked drawer in the desk. Receipts are turned over to the Finance Department when the amount reaches or exceeds \$50.00 on hand.

UTILITY BILLING CASH RECEIPTS AND COLLECTIONS POLICY

ADOPTED: May 16, 2016

PURPOSE OF THE UTILITY BILLING CASH RECEIPTS AND COLLECTIONS POLICY

The purpose of this policy is to establish guidelines for both the receipt of payments for Solid Waste & Recycling and Sewer services and the timely collection of delinquent accounts resulting from non-payment.

SCOPE

This policy is intended to apply only to billings for Sewer and Solid Waste and Recycling.

RESPONSIBILITY

The Treasurer is responsible for maintaining and revising this policy with the review and approval of the Township Manager.

BILLINGS FOR SERVICES

Solid Waste and Recycling

The Township contracts with an outside contractor to provide Solid Waste and Recycling Services to the Township. The contract with the outside contractor typically has a term of three years and is subject to the bid process outlined in the Second Class Township Code. All **occupied residential properties** as defined in Chapter 148 of the Township Code are provided this service by the Township except for the developments who are providing it through the Homeowner's Association. Those developments are:

- Marsh Harbour
- Mews at Byers Station (condominiums)

The Township invoices the residential properties on an annual basis. The service period extends from February 1 until January 31 of the following year. Invoices for the annual period are mailed at the end of January and are due according to the following schedule:

- | | |
|-----------------------------------|---------------------|
| • Discount of 2% | March 31 |
| • In full, no discount or penalty | September 30 |
| • Penalty of 10% | October 1 and later |

In August, reminder letters are mailed to those residents who have not paid their balances in full. The penalty will be applied to accounts which have a balance on October 1.

Commercial establishments are required to provide and pay for their own Solid Waste and Recycling services. They are subject to the Township's Solid Waste and Recycling ordinances.

Sewer

The Upper Uwchlan Township Municipal Authority is responsible for the operation of the sewer system in Upper Uwchlan Township. It has delegated the responsibility for billing sewer services to Township personnel. Residential customers pay a flat fee. Commercial customers are billed one quarter in arrears based on water usage as metered by the local water company. Sewer bills are mailed on a quarterly basis according to the following schedule:

<u>Service Period</u>	<u>Bills Mailed</u>	<u>Payment Due</u>
January 1 – March 31	End of January	February 28
April 1 – June 30	End of April	May 31
July 1 – September 30	End of July	August 31
October 1 – December 31	End of October	November 30

Due dates may be adjusted so they do not fall on a weekend.

RECEIPT OF PAYMENTS

Payments may be received in three ways: by U.S. mail to the Township building or the post office box at the Uwchlan Post Office; in person at the Township building – at the secure drop box outside or at the Office; or electronically via our website.

While we discourage payments in cash, they will be accepted at the Township Office. A receipt must be given for all payments made in cash at the Township Office window.

PENALTY AND INTEREST

If payment is not received on or before the scheduled deadlines, penalty and/or interest charges will be applied to the account according to the appropriate Township ordinance for the service rendered.

Solid Waste and Recycling

Upper Uwchlan Township's Ordinance #2012-02 amended the Code of Upper Uwchlan Township, Chapter 148, titled "Solid Waste and Recycling" to authorize the collection of interest on delinquent accounts. It specifies the following:

- All collection service charges billed and unpaid on their respective due dates shall incur a ten-percent (10%) penalty on the account balance served by the Township until paid.
- All fees not paid within three months following the month in which the bills were due and payable shall be deemed to be delinquent and shall be subject to interest charges in the amount of 1% per month of the unpaid balance until paid.

Sewer

The Upper Uwchlan Municipal Authority passed Resolution #05-16-12-10 on May 16, 2012 which authorizes the following regarding unpaid sewer account balances:

- All user fees established by Resolution of the Municipal Authority from time to time which remain unpaid on their respective due date shall incur a ten-percent (10%) penalty on the account balance served by the Municipal Authority until paid.
- All user fees not paid within three months following the month in which the bills were due and payable shall be deemed to be delinquent and shall be subject to interest charges in the amount of 1% per month of the unpaid balance until paid.

DELINQUENT ACCOUNTS

Residents who are delinquent will be notified regarding account balances and impending action dates via a series of letters which are mailed according to a pre-determined schedule. There may be differences in the dates depending on whether the delinquency is for Solid Waste and Recycling or Sewer.

The "initial contact" referenced below shall be in the form of a written notice, mailed to the resident's mailing address on file with the Township. The resident then has thirty (30) days to respond to the letter and make mutually satisfactory arrangements to pay the outstanding balance.

If such arrangements are made and honored prior to the initiation of the lien process, the process will be put on “hold” pending receipt of full payment as agreed, in writing, by the resident. If the resident fails to make the payments as agreed, the Township may resume the process towards executing a lien on the property. The next step is for the Township or Authority to forward the matter to our Solicitor. The Solicitor will mail a certified letter to the resident to notify him of the Township’s intention to lien the property for non-payment of a municipal debt. Failure of the resident to accept delivery of the certified letter does not prevent the Township from placing a lien on the property.

Solid Waste and Recycling

Initial contact regarding delinquency
Thirty (30) days after initial contact
Ten days after attorney letter

After balance has been unpaid for **two years**
Solicitor mails certified letter for payment
Attorney executes a lien against the property

Sewer

Initial contact regarding delinquency
Thirty (30) days after initial contact
Ten days after attorney letter

After missing **2nd consecutive quarter payment**
Solicitor mails certified letter for payment
Attorney executes a lien against the property

Payment Terms for Delinquent Accounts

Any payment arrangement with a resident, prior to filing a lien, must adhere to the following:

- Payments must be structured so that the delinquent account will reach a zero balance within twelve (12) months, taking current quarterly or annual charges into account
- Payments must be a minimum of \$125.00 per month

WRIT OF SCIRE FACIAS SUR MUNICIPAL CLAIM

When a resident is delinquent in an amount greater or equal to the amount specified below, a combination lien is filed against the subject property which encompasses all previous liens and additional charges accrued since the previous lien was filed. This applies to each type of utility delinquency separately.

	<u>Delinquent Amount</u>	
Solid waste and recycling	\$1,300	(equivalent to 4 years non-payment)
Sewer	\$2,300	(equivalent to 3 years non-payment)

A copy of this lien is sent to the property owner with notice that the Township is prepared to file a Writ of Execution for the Sale by Sheriff of the property in its continued effort to collect the unpaid fees. Continued failure to establish or maintain a reasonable payment arrangement results in the filing of a Writ of Scire Facias Sur Municipal Claim. The resident has twenty (20) days after being served the Writ to respond. If no response or defense is entered, the property is sent to Sheriff Sale to recover the debt owed.

INVESTMENT POLICY FOR TOWNSHIP FUNDS

ADOPTED: November 16, 2015

PURPOSE OF INVESTMENT POLICY

The safety of public funds is the foremost objective of Upper Uwchlan Township cash management. It shall be the policy of the Board of Supervisors to optimize its return through investment of cash balances in such a way as to minimize non-invested balances and to maximize the return on investments.

The primary objectives of investment activities, in priority order, shall be:

- Legality – All investments shall be made in accordance with applicable laws of Pennsylvania and the Second Class Township Code.
- Safety – Safety of principal shall be of highest priority. Preservation of capital in the portfolio of investments shall be ensured through the mitigation of credit risk and interest rate risk.
- Liquidity – Investments shall remain sufficiently liquid to meet all operating requirements that are reasonably anticipated. A fiscal year operations anticipated cash flow shall be developed so that investments can be made as early as possible, with maturities concurrent with anticipated cash demands.
- Yield – Investments shall be made with the objective of attaining a market-average rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs.

SCOPE

This policy is not intended to cover the Township's pension or other retirement plans which have their own Investment Policy.

AUTHORITY

All investments made by the Treasurer or designee shall be made in accordance with this policy and a Board-approved investment program.

DEFINITIONS

- Short-term – any period of thirteen (13) months or less.
- Long-term – any period exceeding forty-eight (48) months duration.
- Mid-range – any period between short-term and long-term.
- Concentration of credit risk – the risk associated with the consolidation of investments in a single pool, institution or instrument.
- Credit risk – the risk of loss of principal due to the failure of the security issue or backer of the issue.

- Custodial credit risk – the risk of loss associated with consolidation of investments with a single institution where the Township may rely on the institution to hold investments on behalf of the Township or through collateral action when the instruments are not in the Township’s name.
- Interest rate risk – the risk that the market value of securities will fall due to changes in market interest rates.

DELEGATION OF RESPONSIBILITY

The Board shall delegate to the Treasurer or designee the responsibility to manage the Township’s investment program, in accordance with this policy.

The accounting systems will provide regular information concerning cash positions and investment performance.

An annual review of the investments shall be performed by the Treasurer or designee, based upon the anticipated cash flow of all Township funds – e.g. General, Capital Fund and Bonds.

The Treasurer or designee shall report the following to the Board on a monthly basis:

- Amount of funds invested.
- Interest rate.
- Types and amounts of each investment and maturity date.
- Names of the institutions where investments are placed.
- Current market value of the funds invested.

GUIDELINES

The Commonwealth of Pennsylvania’s Second Class Township Code - Section 3204 states certain types of investments in which the Township is permitted to invest. These include:

- United States Treasury Bills.
- Short-term obligations of the United States government or its agencies.
- Savings accounts or time deposits of Pennsylvania institutions insured by the Federal Deposit Insurance Guaranty Corporation or the National Credit Union Share Insurance Fund up to the amount covered by insurance with the remainder covered by approved collateral pledged by the depository.
- Obligations of the United States, Commonwealth of Pennsylvania, any political subdivision of the Commonwealth, and any of their agencies or instrumentalities, backed by their full faith and credit
- Shares of an investment company registered under the Investment Company Act of 1940 (54 Stat. 789, 15 U.S.C. paragraph 77a et seq.), if the only investments of that company are in the authorized investments for Township funds:
 - United States Treasury Bills
 - Short-term obligations of the Federal Government or its agencies or instrumentalities
 - Savings accounts or time deposits of Pennsylvania institutions insured by the Federal Deposit Insurance Guaranty Corporation or the National Credit Union Share Insurance Fund up to the amount covered by insurance with the remainder covered by approved collateral pledged by the depository.

- Obligations of the United States, Commonwealth of Pennsylvania, any political subdivision of the Commonwealth, and any of their agencies or instrumentalities, backed by their full faith and credit
- Certificates of Deposit from institutions having their principal place of business in the Commonwealth and insured and collateralized as noted above.

CUSTODY

All securities shall be purchased in the name of the Township and held at Pennsylvania School District Liquid Asset Fund ("PSDLAF") or in a bank's custody or agent in the Township's name.

All investment advisors or banking institutions shall be required to understand this policy and all applicable statutes related to municipal investments in the Commonwealth of Pennsylvania, and intend to fully comply with these requirements.

The Township shall require all investment advisors or banking institutions to submit their audited financial statements each year.

DISCLOSURE

The Treasurer or designee involved in the Township's investment process shall disclose all personal business activity that would conflict with the proper execution and management of the investment policy or could impair the ability to make impartial decisions.

AUDIT

The Board directs that all investment records be subject to annual audit by the Township's independent auditors. The audit shall include, but not be limited to, independent verification of amounts and records of all transactions, as deemed necessary by the independent auditors.

BOND PROCEEDS

Bond proceeds shall be invested in accordance with the Local Government Unit Debt Act (Act of July 12, 1972 P.L. 78 1, No. 185) and applicable federal and state laws, subject to approval by the solicitor and/or bond counsel and the Township.

Investment transactions arising from bond proceeds shall be reported to the Board monthly in accordance with this policy.

COMPLIANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES ("GAAP")

Township funds shall not be invested in foreign currency and shall not have any related risk that would require disclosure pursuant to GASB Statement 40.

Township investments shall limit exposure to loss of principal due to market changes in interest rates.

Township investments in authorized instruments that are not backed by the “full faith and credit” of the federal or state government shall be limited to those with the highest two (2) credit ratings for such instruments issued by a recognized organization.

If the rating of any instrument is reduced after the purchase and is no longer in compliance with this policy, the individual responsible for Township investments shall replace the investment immediately upon receipt of notice of the rating change and notify the Board of the rating change, action taken and replacement of investment.

When Township funds are invested in any one (1) issuer other than designated depository accounts, the amount of the investment shall be unlimited, but the Board shall be notified of such investment monthly.

POLICY ADMINISTRATION

The Treasurer shall be responsible for monitoring and reporting the Township’s various assignments. The Township Manager is directed to make recommendations to the Board of Supervisors on the use of unassigned funds both as an element of the annual operating budget submission and from time to time throughout the year as needs may arise.

CONTRIBUTION POLICY

ADOPTED: November 12, 2019

PURPOSE OF CONTRIBUTION POLICY

The purpose of the Contribution Policy is to serve as a general guideline for approving or disapproving requests from outside agencies for contributions by the Township, using public funds.

SCOPE

This policy is intended to cover the contributions made by Upper Uwchlan Township to non-profit organizations which serve the residents of the Township. This policy shall not apply to contributions to emergency services agencies, e.g., fire and ambulance companies. This policy shall not apply to any non-profit organization that may be established by Upper Uwchlan Township.

AUTHORITY

All contributions made by the Treasurer or designee shall be made in accordance with this policy and approved by the Board of Supervisors.

The Township reserves the right to suspend all contributions to outside agencies at any time for any reason.

DELEGATION OF RESPONSIBILITY

The Board shall delegate to the Treasurer or designee the responsibility to manage the Township's contributions, in accordance with this policy.

GUIDELINES

Requests for contributions from outside agencies or parties may be approved at the Board's discretion if, at a minimum, they meet the following criteria:

- The requesting agency or party is a municipality within the Commonwealth of Pennsylvania or is a 501c(3) organization under Internal Revenue Service regulations.
- The requesting agency is non-religious.
- The requesting agency does not advocate support of, or opposition to, political campaigns, candidates, or ballot measures.
- The requesting agency does not promote, foster, or perpetuate discrimination on the basis of race, creed, color, age, religion, gender, marital status, or status with regard to public assistance, national origin, physical or mental disability, or sexual orientation.
- The requesting agency demonstrates that it provides services to residents of Upper Uwchlan Township.
- The request for a contribution is made in writing and documents the reasons for the request and the amount of contribution requested.
- The requesting agency provides the Township with a copy of its budget for the year that the request is being made, as well as the most recent audits and/or financial statements of the agency.

DISCLOSURE

The Treasurer or designee involved in the Township's process shall disclose all personal business activity that would conflict with the proper execution and management of the contribution policy or could impair the ability to make impartial decisions.

DEBT MANAGEMENT POLICY

ADOPTED: October 8, 2019

PURPOSE OF A DEBT MANAGEMENT POLICY

A debt management policy provides 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. It is the objective of the policy that:

- Financing is obtained only when necessary to purchase capital assets that can not be attained through the Township's available revenues or fund balance
- The most favorable interest rates and related costs are obtained
- Financial flexibility is maintained

APPLICABLE REGULATIONS GOVERNING MUNICIPAL DEBT

The Debt Act

The Local Government Unit Debt Act (the "Debt Act"), administered by Pennsylvania Department of Community and Economic Development (DCED), provides the procedure for Pennsylvania's local government units to issue debt and tax anticipation notes.

Article IX, Section 10 of the Constitution of the Commonwealth of Pennsylvania requires the General Assembly to prescribe the debt limits of units of local governments in the Commonwealth, including the Township, based on a percentage of total revenues of such units over a three-year period immediately preceding the borrowing. Self-liquidating debt and subsidized debt and all debt approved by referendum are excluded from such debt limits. The Debt Act implements Article IX, Section 10 of the Constitution.

Under the Debt Act as presently in effect, there is no limit on the amount of electoral debt (debt incurred with the approval of the voters) which may be incurred or outstanding, but (i) the Township may not incur new non-electoral debt (debt not approved by the voters) if the total amount of such new non-electoral debt plus all other non-electoral debt to remain outstanding upon issuance of such new non-electoral debt, net of the amount of any non-electoral debt that constitutes subsidized debt or self-liquidating debt, will exceed 250% of the borrowing base and (ii) the Township may not incur new **lease rental debt** if the total amount of such new lease rental debt plus all other non-electoral debt and lease rental debt to remain outstanding upon issuance of such new lease rental debt, net of the amount of any non-electoral or lease rental debt that constitutes subsidized debt or self-liquidating debt, will exceed 350% of the Borrowing Base.

Lease rental debt is defined as: debt represented by obligations of an authority or another local government unit to be repaid by the Township pursuant to a lease, subsidy contract, guarantee or other

form of agreement where such debt is or may be payable out of the tax revenues and other general revenues of the Township.

A copy of the Debt Act and the DCED document, “An Introduction to the Local Government Unit Debt Act”, is included as an attachment to this policy.

REFUNDING POLICY

The primary objectives of proceeding with a current refinancing or an advance refunding shall be to benefit the Township in one or more of the following ways:

- Providing net present value savings
- Eliminate burdensome or restrictive covenants imposed by the terms of the bonds to be refunded
- Changing the type of debt instrument

The Township should consider an advance refunding if it meets one of the following guidelines:

- A refunding issue would generate net present value savings as outlined below
- The final maturity of the refunding bonds should be no longer than the final maturity on the refunded bonds
- Refunding issues should be structured to achieve level annual debt service savings

Solely meeting one or more of the minimum guidelines will not necessarily result in the Township executing a refunding issue. All costs and benefits of the refunding will be taken into account and analyzed by the Township and its advisors in determining if the refunding is in the best interest of the Township.

A present value analysis shall be prepared to identify the economic effect of the proposed refunding. To proceed with a refunding, a minimum net present value savings amount, as a percentage of the refunded par amount, should be achieved. Appropriate savings thresholds for the different refunding alternatives, based on the level of risk they pose, are shown below. The savings shall be calculated net of all issuance fees and using a net debt savings approach, which takes into consideration arbitrage rebate requirements.

- Current refunding: a minimum of three percent (3%) net present value savings should generally be achieved. (a current refunding is one in which the closing on the refunded bonds is within 90 days of the call date)
- Advance refunding: a minimum of three percent (3%) net present value savings should be achieved. Prudent analysis should be performed to determine the most efficient method of funding the escrow portfolio. (an advance refunding is one in which the closing is earlier than a current refunding. New tax laws in 2017 made advance refundings taxable therefore they are rarely used)

In evaluating refunding opportunities and applying the above referenced guidelines, the Township should consider the following factors:

- For advance refundings, adjustments to the savings thresholds may be justified based on the length of time before the call and the length of time from the call to maturity. The longer the escrow, the higher the savings threshold should be. Conversely, shorter escrows may justify a lower savings threshold, but should not be lower than the minimum of three (3) percent noted above.
- The couponing and/or callability of the refunding bonds may also justify adjustments to the savings threshold. Non-callable bonds might justify a higher threshold.
- For advance refundings, adjustments to savings thresholds may be justified based on where interest rates are at the time of the refunding relative to historical markets. In low interest rate markets, a lower threshold may be justified while a higher threshold would be justified in high interest rate markets.

COMPONENTS OF THE DEBT MANAGEMENT POLICY

DEBT LIMITS

- The Township will issue debt only for the purposes of constructing or acquiring capital assets and for making major renovations to existing capital assets or when the project is included in the Township's Capital Improvement Program.
- The Township can legally incur non-electoral debt equal to 250% of its borrowing base. The borrowing base is the average of total revenues for the past three (3) years minus certain statutory deductions.
- The Township will not construct or acquire a public facility if it is unable to adequately provide for the subsequent annual operation and maintenance costs of the facility.
- Growth in debt service should be sustainable consistent with the projected growth of revenues.
- In no case will debt maturity exceed the useful life of the project. Where possible, the Township will seek to maximize principal repayment ahead of the scheduled repayment date.
- The Township will use three statistical measures to determine debt capacity and compare these ratios (where possible) to other municipalities of similar size, rating agency standards and its own historical ratios to determine the affordability of the debt:
 1. Debt per capita
 2. Debt to taxable property value
 3. Debt service payments as a percentage of general fund revenues or expenditures

DEBT STRUCTURING PRACTICES

- The Township was given a credit rating of "Aa1" by Moody's in November of 2018. Due to the size and revenue capacity of the Township, it is unlikely that a higher rating can be attained. The Township will strive to maintain this rating and will maintain communication with bond rating agencies as necessary.

- Capital projects financed through the issuance of bonds shall not be financed for longer than the expected useful life of the project.
- The Township will attempt to structure debt issues to maintain level annual debt service payments over time
- Variable rate debt exposes the Township to interest rate risk, which is not a consideration or risk when employing fixed rate debt. Interest rate risk is the risk that interest rates will rise, on a sustained basis, above levels that would have been set if the rate had been fixed. The Township has elected not to issue variable rate debt.
- The Township has elected not to use derivatives as an investment vehicle for any debt

DEBT ISSUANCE PRACTICES

- It is the responsibility of the Finance Director/Treasurer to continually monitor market conditions for opportunities to improve the Township's debt position and to coordinate with financial advisors (as selected by the Township) to coordinate the timing, process and sale of the Township's debt.
- Prior to any debt issuance, an analysis of market conditions and other financing options will be conducted to determine the feasibility and advisability of entering the credit markets at that time
- The process for selecting the financial advisor, bond counsel and underwriters shall be discussed and documented. The Township is permitted to take into account its experience with advisors and bond counsel that it has worked with in previous bond offerings.
- The Township may choose to use short-term bank financing when it is advantageous to do so in the case of smaller borrowings.
- The Township will choose the method of sale of its bonds (competitive, invited or negotiated) in light of financial and market conditions, considering an assessment of the different risks associated with each method. Records shall be maintained to document the decisions for the methods discussed and selected.
 - Competitive sale – the underwriter buys the bonds but does not provide advice or support to the issuer. In Pennsylvania, approximately 20% of sales are competitive.
 - Negotiated sale – the issuer works with the underwriter who can provide advice. A negotiated sale provides more flexibility in determining the appropriate timing of taking the issue to market. In Pa., approximately 80% of bonds are issued in a negotiated sale.

DEBT MANAGEMENT PRACTICES

- The Township will manage debt issuance to comply with the established debt limits and will evaluate those every year and revise them as necessary.
- In order to comply with Federal arbitrage regulation, the Township will not issue obligations until identifiable projects are close to initiation. Debt obligations will be issued as closely as feasible to the time contracts are expected to be awarded.
- Debt service payments:
 - The Township has a fiduciary responsibility to manage its funds in a manner that assures accurate and timely payment of debt service principal and interest.

- The Township will negotiate terms allowing for full investment of funds until the payment due date by utilizing electronic fund transfer
 - The Township requires that its paying agent invoice the Township at least 30 days prior to the due date for payment of principal and/or interest
 - The Township will use electronic fund transfer to assure transfer to the paying agent on or before the payment date. The Township is permitted to pay by check if circumstances make it necessary or prudent to do so.
- Purchase and sale of investments for bond proceeds:
 - The Township shall seek competitive rates for the investment of bond proceeds and shall endeavor to select the provider that can provide the highest rate of interest unless there are other benefits to be considered in the selection.
 - Compliance with all applicable Federal, State and contractual restrictions regarding use and investment of bond proceeds shall be maintained
 - Invested proceeds shall be diversified in order to reduce risk exposure to investment providers, types of investment products and types of securities held.
- Disclosure:
 - All fees resulting from investment services or sale of products should be fully disclosed to ensure there are no conflicts of interest and investments are being purchased at a fair market price. Underwriters of the bonds, but not the Financial or Investment Advisor, may bid on the sale of investment products for the proceeds. The Financial or Investment Advisor shall document the bidding process and results and shall certify in writing that a competitive and fair market price was received.

CONTINUING DISCLOSURE

SEC Rule 15c2-12 requires that underwriters of municipal bonds ensure that the issuer will disclose certain information on an on-going basis and other information, known as “material event notices” within 10 business days of the event’s occurrence. These requirements are included in the Continuing Disclosure Agreement between the underwriter and the issuer.

Annual Disclosure

The Continuing Disclosure Agreements for the General Obligation Bonds, Series of 2019 and Series A of 2019 both require:

- Annual financial report - to be posted within 270 days of the Township’s year end on the EMMA website

Although not specified in the Continuing Disclosure Agreement:

- Annual budget – within 10 days after adoption, we will post to the EMMA website

Material Event Notices

On August 15, 2018, the Securities and Exchange Commission adopted amendments to Rule 15c2-12 of the Securities Exchange Act to include additional material event notices. These changes were effective February 27, 2019. The Rule and its amendment should be reviewed annually for disclosure requirements. The following is an abbreviated list of items that are considered “material events”:

- New material debt obligations, including leases that “operate as a vehicle to borrow money”
- Bankruptcy
- Unscheduled draws on financial reserves, indicating financial difficulties
- Modifications to rights of bondholders, if material
- Adverse tax opinions pertaining to the issue
- Bond calls and tender offers
- Defaults on any existing debt
- Change in ratings on existing bond issues
- Failure to file annual financial reports on time

RESPONSIBILITY FOR THE POLICY

The development and responsibility of the Debt Management Policy rests with the Treasurer/Director of Finance. The primary responsibilities of the Treasurer in regards to Debt Management are as follows:

- Review Capital Improvement Projects on an annual basis to determine financing needs
- Annually, review opportunities for refinancing existing debts at more favorable terms
- Review annual debt ratios to insure compliance
- Ensure compliance with Federal and State continuing disclosure regulations and file all required documents as necessary

Upper Uwchlan Township

**Annual Budget
For the Calendar Year 2022**

SUMMARY OF TOWNSHIP REVENUES

Real Estate Property Taxes

The real estate taxes that a property owner will pay consists of the school tax, county tax and township tax. The Township assesses a modest property tax which totals 1.034 mills. The total millage is multiplied by each property's assessment to determine the amount of tax that is levied. Upper Uwchlan Township has an elected tax collector who mails the tax bills, collects the taxes and reports delinquencies to the County. County and Township taxes are assessed on a calendar year basis and are due by December 31 of each year. School taxes are based on the fiscal year of the school district and are assessed using a fiscal year of July 1 to June 30 annually. A property owner in Upper Uwchlan Township will pay the following in real estate tax millage:*

School taxes – Downingtown Area School District (DASD)	27.726
County taxes – Chester County*	4.551
Township taxes – Upper Uwchlan Township	<u>1.034</u>
Total	33.111

The only real estate taxes that are paid to the Township are the Township taxes at a millage rate of 1.034. **There will be no change in the Township tax rate for 2022.** The 2022 budget includes anticipated revenue in the amount of **\$1,055,100** for both current and delinquent taxes. This amount was determined based on current taxes and an estimate for new homes based on permits expected to be issued for upcoming developments.

*Rates are for 2022. The County did not increase its real estate taxes for 2022.

Hydrant taxes are assessed to properties that are within 750 feet of a fire hydrant. The rate is .087 mills and **\$65,000** has been budgeted as revenue for 2022. Actual revenues through September 30, 2021 were approximately \$62,000.

Real Estate Transfer Tax

A real estate transfer tax is collected on the transfer of real estate at the time of sale. The tax that is collected is 1% - which is shared equally by the Township and the School District, so that Upper Uwchlan receives revenue in the amount of one-half of one percent (0.50%) on the sale of real estate within the Township. Revenue will fluctuate with the number and sales prices of properties in the Township. For 2022, budgeted revenue of **\$650,000** was based on revenue received in prior years and includes expected new construction in 2022.

Earned Income Taxes

The earned income tax rate is 1% for Upper Uwchlan Township residents and those who work in the Township. This tax is also shared equally between the Township and the Downingtown Area School District, so that the Township receives one-half of one percent (0.50%). The tax is paid on all earned income such as wages, salaries and commissions. The amount budgeted for 2022 is **\$4,044,240** (net of commissions to Keystone) – an increase of 4% from 2021.

Retired citizens and people who are unemployed due to illness or other factors will typically have no tax liability to the Township. People who live in Townships that have adopted an earned income tax and who work in Upper Uwchlan will have the taxes withheld by their employer transferred to their township of residence.

Keystone Collections Group (“Keystone”) was engaged by Chester County to collect all earned income taxes within the County (pursuant to Pennsylvania Act 32). Keystone is compensated at the rate of 1.36% of collections. The budget for commissions to Keystone is **\$55,760** for 2022.

Cable Television Franchise Fees

The Township receives cable television franchise fees from the local cable companies – Comcast and Verizon. The amount received by the Township is dependent on the amount of sales generated annually by the cable television companies. Payment is received from the cable companies on a quarterly basis. The budget is **\$210,000** for 2022 revenue based on current experience, which reflects a decrease in cable usage.

Permits

The Township charges a fee for building permits, use and occupancy permits, contractors’ permits and certifications for refinancing. The total amount budgeted for 2022 is **\$517,100** based on new developments that have received construction permits.

Police Fines

The District Justice collects fines for citations issued by the State Police. The Township also receives disbursements from the State of Pennsylvania for the issuance of traffic citations within the Township limits. The Township anticipates receiving revenue in 2022 in the amount of \$45,000 from these fines.

Interest

The Township invests its funds in interest bearing accounts and instruments. Earnings rates will fluctuate depending upon the interest rates received. The General Fund checking account was earning interest at a rate of two percent (2.00%) until the COVID-19 pandemic began in early 2020 when it was reduced by our banks. The certificate of deposit is earning 2.25% through October, 2022. With the

Federal Reserve indicating that interest rates will remain low into the future, we estimated that interest income will be **\$33,000** in 2022.

Rents and Royalties

The Township has a lease agreement with Chester County for a cell tower on which is located on Township owned property. The terms of the 20 year lease includes a rental payment of \$2,000 each month to the Township.

Grants

In 2021, the Federal government passed the American Rescue Plan Act of 2021 which provides funding to State and Local governments. Upper Uwchlan Township was allocated \$1,237,504.10 which is paid over a two year period. In July of 2021, the Township received 50% of the allocation or \$618,752.05 with the remaining \$618,752.05 due to be received in 2022. The U.S. Treasury has issued preliminary guidance on how the funds can be spent; the final rules have not yet been published.

Intergovernmental Revenues

The Commonwealth of Pennsylvania makes payments to the Township for various purposes. We receive annual Public Utility Realty Tax ("PURTA") payments of approximately **\$5,000**. These payments are meant to compensate the Township for foregone tax revenues due to the tax-exempt status of public utility land within the Township. The utilities are exempt from paying real property taxes.

The Township also receives payments from the Commonwealth of Pennsylvania that are restricted in their use. The Foreign Fire Insurance Premium Tax (budgeted at **\$95,000**) is a pass-through to the Firemen's Relief Association and must be paid to the local fire departments by the Township within 60 days of receipt. The State also provides State Pension Aid (budgeted at **\$182,000**) which must be deposited into the defined benefit police and non-uniform pension plans. Both of these revenues have offsetting expenses in the same amount; there is no effect on the budget of these pass-through items.

Charges for Services

Various departments provide services that can be charged to the user. The largest component consists of fees received from engineering and legal services which are budgeted at **\$92,850**. We also charge the resident an administrative fee for processing bills and payments in an amount that does not exceed \$100 per billing. Zoning and land development fees are budgeted at **\$6,000** in 2022.

Culture and Recreation

The Township charges various sports groups for the use of the playing fields at our parks for sporting events and practices. These fees are used for the ongoing maintenance and improvement of the

facilities. Turf field fees are segregated in a separate bank account and will be used for replacement of the turf field at the end of its useful life. We budgeted **\$45,000** for the use of the turf field at Fellowship Fields and also **\$30,000** for use of our other fields at Hickory Park. We expect to receive **\$10,000** in donations towards the annual community Block Party that is held in June. The Upland Farms Community Barn has been undergoing renovation during 2021; in 2022 we expect it to be available for rent to local organizations or families for private events. Expected revenue in 2022 is **\$5,000**. Total revenues budgeted for 2022 are **\$90,700**.

Inter-Fund Transfers

The Township provides various services to the Upper Uwchlan Township Municipal Authority and is reimbursed for those services by the Authority. Those services include the services of Township administrative and financial personnel, and the use of the Public Works department to maintain the grounds and lawns of property surrounding the waste water treatment facilities. The Township processes the quarterly billing of all sewer accounts which has substantially increased the time spent by Township personnel on Authority business. The reimbursement for 2022 is approximately **\$274,055**.

Revenues from the General Fund comprise 78.2% of total budgeted revenues in 2022.

Solid Waste Fund

Trash and Recycling Fees

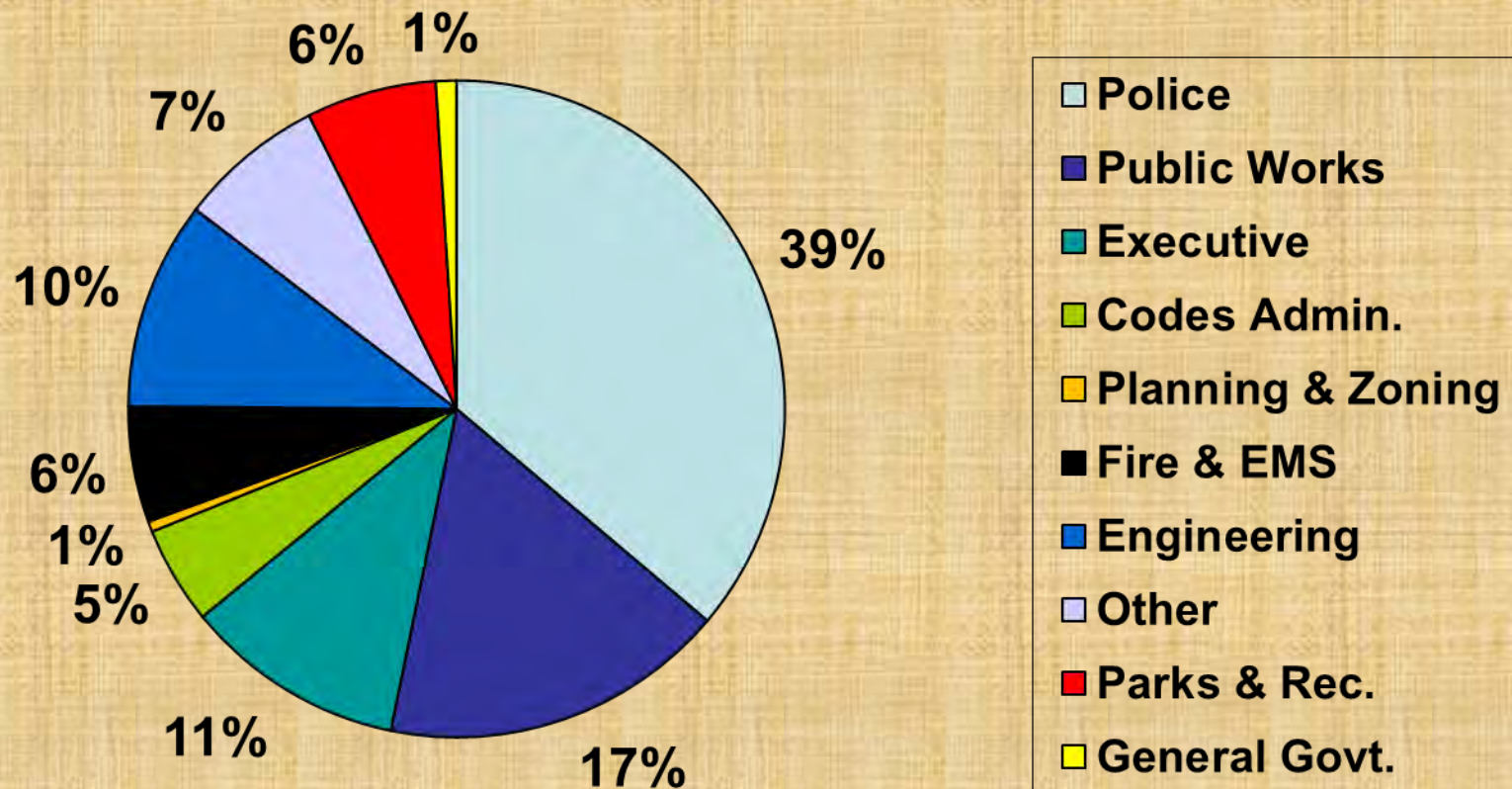
The Township charges a flat fee of \$315.00 annually for residential solid waste and recycling. Bills are mailed in January and are due by March 31 of each year in order to receive a 2% discount (\$6.30). Payments are considered late if they are received after September 30 and will be assessed a 10% penalty. Businesses within the Township must arrange for their own trash and recycling services. The total solid waste fees expected to be collected in 2022 is **\$1,151,066**.

Performance Grant

The Commonwealth of Pennsylvania gives “performance grants” to municipalities who submit reports detailing the amounts of recyclable material that is collected and sent to recycling centers. The amount expected in 2022 is **\$25,000**.

Revenues from the Solid Waste Fund comprise 11.3% of total budgeted revenue in 2022.

2022 General Fund Expenditures by Activity



**Upper Uwchlan Township
2022 Budget**

		Actual	Actual	Budget	Actual - 9/30/21	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
		2019	2020	2020	2021	2021	2022	'21 Budget	Inc/(Dec)	2023	2024	2025	2026
REVENUES													
300 - REVENUE													
301 PROPERTY TAXES													
01-301-000-010	Current Real Estate Taxes	984,131	1,091,133	994,100	1,038,940	1,013,100	1,050,100	37,000	4%	1,061,100	1,066,100	1,066,100	1,066,100
01-301-000-013	Real Estate Tax Refunds	(28,763)	(10,982)	(28,000)	(1,088)	(25,000)	(25,000)	-	0%	(28,000)	(28,000)	(28,000)	(28,000)
01-301-000-030	Delinquent Real Estate Taxes	18,479	22,030	30,000	27,185	20,000	30,000	10,000	50%	30,000	30,000	30,000	30,000
Total 301 PROPERTY TAXES		973,847	1,102,181	996,100	1,065,037	1,008,100	1,055,100	47,000	5%	1,063,100	1,068,100	1,068,100	1,068,100
301.7 HYDRANT TAX													
01-301-000-071	Hydrant Tax	68,995	67,030	65,000	62,193	65,000	65,000	-	0%	66,000	66,000	66,000	66,000
Total 301.7 HYDRANT TAX		68,995	67,030	65,000	62,193	65,000	65,000	-	0%	66,000	66,000	66,000	66,000
310 EARNED INCOME & TRANSFER TAX													
01-310-000-010	Real Estate Transfer Tax	770,958	656,629	541,250	806,497	585,000	650,000	65,000	11%	650,000	650,000	650,000	650,000
01-310-000-020	Earned Income Tax, current	4,028,379	4,197,011	3,857,000	3,706,289	3,934,140	4,100,000	165,860	4%	4,182,000	4,265,640	4,350,953	4,437,972
01-310-000-021	EIT Commissions Paid	(48,506)	(51,676)	(52,455)	(45,818)	(53,504)	(55,760)	(2,256)	4%	(56,875)	(58,013)	(59,173)	(60,356)
Total 310 EARNED INC & TRANSFER TAX		4,750,831	4,801,964	4,345,795	4,466,968	4,465,636	4,694,240	228,604	5%	4,775,125	4,857,627	4,941,780	5,027,615
320 PERMITS													
01-320-000-010	Building Permits	371,844	690,626	378,000	594,234	425,000	500,000	75,000	18%	535,000	585,000	635,000	695,000
01-320-000-020	Use & Occupancy Permits	20,364	22,030	12,000	19,690	12,000	12,000	-	0%	12,000	12,000	12,000	12,000
01-320-000-030	Sign Permits	-	-	100	-	100	100	-	0%	100	100	100	100
01-320-000-040	Contractors Permits	2,050	2,850	2,000	1,900	2,000	2,000	-	0%	2,000	2,000	2,000	2,000
01-320-000-050	Refinance Certification Fees	3,650	7,495	3,000	6,135	3,000	3,000	-	0%	3,000	3,000	3,000	3,000
Total 320 PERMITS		397,908	723,001	395,100	621,959	442,100	517,100	75,000	17%	552,100	602,100	652,100	712,100
321 CABLE FRANCHISE FEES													
01-321-000-080	Cable TV Franchise Fees	227,008	213,407	225,000	159,516	220,000	210,000	(10,000)	-5%	208,000	206,000	204,000	202,000
Total 321 CABLE FRANCHISE FEES		227,008	213,407	225,000	159,516	220,000	210,000	(10,000)	-5%	208,000	206,000	204,000	202,000
331 POLICE FINES													
01-331-000-010	Vehicles Code Violations	46,300	52,255	45,000	35,342	45,000	45,000	-	0%	45,000	45,000	45,000	45,000
01-331-000-011	Reports/Fingerprints	2,302	2,513	2,000	735	2,000	2,000	-	0%	2,000	2,000	2,000	2,000
01-331-000-012	Solicitation Permits	710	-	500	170	500	500	-	0%	500	500	500	500
01-331-000-050	Reimbursed Police Wages	13,161	5,045	3,000	3,336	3,000	3,000	-	0%	3,000	3,000	3,000	3,000
Total 331 POLICE FINES		62,473	59,813	50,500	39,583	50,500	50,500	-	0%	50,500	50,500	50,500	50,500
341 Interest Earnings													
01-341-000-001	Interest Income	75,587	54,363	50,000	24,775	35,000	33,000	(2,000)	-6%	33,000	33,000	33,000	33,000
Total 341 Interest Earnings		75,587	54,363	50,000	24,775	35,000	33,000	(2,000)	-6%	33,000	33,000	33,000	33,000
342 RENTS & ROYALTIES													
01-342-000-001	Rental Property Income	24,000	24,000	24,000	18,000	24,000	24,000	-	0%	24,000	24,000	24,000	24,000
Total 342 RENTS & ROYALTIES		24,000	24,000	24,000	18,000	24,000	24,000	-	0%	24,000	24,000	24,000	24,000
354 GRANTS													
01-351-000-003	Federal Grants	-	-	-	-	-	-	-	0%	0%	0%	0%	0%
01-354-000-010	County Grants	-	-	15,000	-	-	-	-	#DIV/0!	-	-	-	-
01-354-000-020	State Grants	-	-	1,808	618,752	-	618,752	618,752	#DIV/0!	-	-	-	-
01-354-000-030	Police Grants	-	465	-	-	-	-	-	#DIV/0!	-	-	-	-
Total 354 GRANTS		-	465	16,808	618,752	-	618,752	618,752	#DIV/0!	-	-	-	-

**Upper Uwchlan Township
2022 Budget**

		Actual -											
		Actual	Actual	Budget	9/30/21	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
		2019	2020	2020	2021	2021	2022	'21 Budget	Inc/(Dec)	2023	2024	2025	2026
355/356 INTERGOVERNMENTAL REVENUES													
01-355-000-001	PURTA	4,757	5,675	5,000	-	5,000	5,000	-	0%	5,000	5,000	5,000	5,000
01-355-000-004	Alcohol Beverage Tax	600	600	600	-	600	600	-	0%	600	600	600	600
01-355-000-005	State Aid, Police Pension	122,892	118,172	122,000	122,435	122,000	122,000	-	0%	122,000	122,000	122,000	122,000
01-355-000-006	State Aid, Non-Uniform Pension	87,048	88,629	80,000	79,051	80,000	60,000	(20,000)	-25%	60,000	60,000	60,000	60,000
01-355-000-007	Foreign Fire Insurance Tax	94,164	95,209	95,000	86,558	95,000	95,000	-	0%	95,000	95,000	95,000	95,000
Total 355/356 MISCELLANEOUS TAXES		309,461	308,285	302,600	288,044	302,600	282,600	(20,000)	-7%	282,600	282,600	282,600	282,600
361 CHARGES FOR SERVICE/FEES													
01-360-000-010	Vehicle Storage Fees	-	-	1,000	-	1,000	1,000	-	0%	1,000	1,000	1,000	1,000
01-361-000-030	Zoning/Sub Div/Land Develop	11,450	2,500	6,000	6,163	6,000	6,000	-	0%	6,000	6,000	6,000	6,000
01-361-000-032	Fees from Engineering	27,381	(8,756)	100,000	11,071	50,000	50,000	-	0%	50,000	50,000	50,000	50,000
01-361-000-033	Admin Fees from Engineering	684	(530)	4,000	405	4,000	4,000	-	0%	4,000	4,000	4,000	4,000
01-361-000-035	Admin Fees from Legal	1,648	17	1,000	209	1,000	1,000	-	0%	1,000	1,000	1,000	1,000
01-361-000-036	Legal Services Fees	-	2,254	6,000	2,188	6,000	6,000	-	0%	6,000	6,000	6,000	6,000
01-361-000-038	Sale of Maps & Books	165	5	250	80	250	250	-	0%	250	250	250	250
01-361-000-039	Fire Inspection Fees	-	-	-	320	-	2,000	2,000	0%	2,000	2,000	2,000	2,000
01-361-000-040	Fees from Engineering - CU	29,503	(168)	20,000	3,967	20,000	20,000	-	0%	20,000	20,000	20,000	20,000
01-361-000-041	Property Inspection Fees	-	-	-	11,566	-	8,000	8,000	#DIV/0!	8,000	8,000	8,000	8,000
01-361-000-042	Copies	6	1	100	-	100	100	-	0%	100	100	100	100
01-361-000-043	Fees - Traffic Signals	-	-	-	-	-	-	-	0%	-	-	-	-
01-361-000-044	Fees from Advertising Reimbursements	-	-	500	-	500	500	-	0%	500	500	500	500
Total 361 CHARGES FOR SERVICE/FEES		70,837	(4,677)	138,850	35,969	88,850	98,850	10,000	#DIV/0!	98,350	98,350	98,350	98,350
367 CULTURE & RECREATION													
01-367-000-010	Recreation Donations	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
01-367-000-014	Pavillion Rental	135	-	500	-	500	500	-	0%	500	-	500	500
01-367-000-021	Field Programs	34,725	15,787	30,000	28,347	30,000	30,000	-	0%	30,000	30,000	30,000	30,000
01-367-000-025	Turf Field Fees	31,250	25,270	45,000	43,454	45,000	45,000	-	0%	45,000	45,000	45,000	45,000
01-367-000-030	Community Events Donations	14,820	2,385	10,000	500	10,000	10,000	-	0%	10,000	10,000	10,000	10,000
01-367-000-040	History Book Revenue	75	-	200	-	200	200	-	0%	200	200	200	200
01-367-000-045	Upland Farms Barn Rental Fees	375	-	-	-	-	5,000	5,000	#DIV/0!	5,000	5,000	5,000	5,000
01-367-000-089	Donations - Park Equipment	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
Total 367 CULTURE & RECREATION		81,380	43,442	85,700	72,301	85,700	90,700	5,000	6%	90,700	90,200	90,700	90,700
380 MISC INCOME													
01-301-000-099	Contributions from Private Sector	-	1,053,500	-	-	-	-	-	0%	-	-	-	-
01-380-000-001	Misc. Revenue	43,666	32,135	5,000	18,832	5,000	5,000	-	0%	5,000	5,000	5,000	-
01-380-000-010	Insurance Reimbursement	3,657	3,850	3,000	19,536	3,000	3,000	-	0%	3,000	3,000	3,000	3,000
Total 380 MISC REVENUE		47,323	1,089,485	8,000	38,368	8,000	8,000	-	0%	8,000	8,000	8,000	3,000
392 INTERFUND TRANSFER													
01-392-000-008	Municipal Authority Reimbursement	270,080	245,253	273,821	203,882	264,736	272,707	7,971	3%	272,707	272,707	272,707	272,707
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	-	-	-	8,140	-	-	-	#DIV/0!	-	-	-	-
Total 392 INTERFUND TRANSFER		270,080	245,253	273,821	212,022	264,736	272,707	7,971	3%	272,707	272,707	272,707	272,707
		7,359,730	8,728,012	6,977,274	7,723,487	7,060,222	8,020,549	960,327	14%	7,524,181	7,659,184	7,791,836	7,930,672
Total 300 - REVENUE		7,359,730	8,728,012	6,977,274	7,723,487	7,060,222	8,020,549	960,327	14%	7,524,181	7,659,184	7,791,836	7,930,672

**Upper Uwchlan Township
2022 Budget**

		Actual -											
		Actual	Actual	Budget	9/30/21	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
		2019	2020	2020	2021	2021	2022	'21 Budget	Inc/(Dec)	2023	2024	2025	2026
400 EXPENDITURES													
400 - General Government													
01-400-000-113	Supervisor's Wages	2,500	6,500	5,000	7,313	6,500	9,750	3,250	50%	9,750	9,750	9,750	9,750
01-400-000-150	Payroll Tax Expense	191	497	383	559	497	746	249	50%	746	746	746	746
01-400-000-320	Telephone	1,623	1,681	2,000	1,442	2,000	2,000	-	0%	2,000	2,000	2,000	2,000
01-400-000-340	Public Relations	1,080	500	2,500	284	2,500	2,500	-	0%	2,500	2,500	2,500	2,500
01-400-000-341	Advertising	8,583	5,155	7,500	4,438	7,500	7,500	-	0%	7,500	7,500	7,500	7,500
01-400-000-342	Printing	6,166	6,663	5,000	5,789	5,000	5,000	-	0%	5,000	5,000	5,000	5,000
01-400-000-344	Community Notice	-	-	2,000	-	2,000	2,000	-	0%	2,000	2,000	2,000	2,000
01-400-000-350	Insurance - Bonding	2,831	3,601	4,200	2,486	4,200	2,945	(1,255)	-30%	2,945	2,945	2,945	2,945
01-400-000-352	Insurance - Liability	18,649	18,151	18,151	13,043	17,390	16,591	(799)	-5%	16,591	16,591	16,591	16,591
01-400-000-420	Dues/Subscriptions/Memberships	4,703	3,648	4,261	1,986	4,375	4,375	-	0%	4,375	4,375	4,375	4,375
01-400-000-460	Meetings & Conferences	1,050	1,330	6,000	1,113	6,000	6,000	-	0%	6,000	6,000	6,000	6,000
01-400-000-461	Bank Fees	11,217	15,394	9,000	11,383	9,000	12,000	3,000	33%	12,000	12,000	12,000	12,000
01-400-000-463	Misc. Expenses	1,497	12,135	2,000	493	2,000	2,000	-	0%	2,000	2,000	2,000	2,000
01-400-000-464	Wallace Twp. Tax Agreement	4,745	4,323	4,750	4,553	4,325	4,800	475	11%	4,800	4,800	4,800	4,800
Total 400 - General Government		64,836	79,578	72,745	54,882	73,287	78,207	4,920	7%	78,207	78,207	78,207	78,207
401 EXECUTIVE													
01-401-000-100	Administration Wages	481,696	517,200	519,126	408,035	547,083	582,528	35,445	6%	600,003	618,004	636,544	655,640
01-401-000-150	Payroll Tax Expense	37,764	40,087	39,713	32,454	41,852	44,563	2,711	6%	45,900	47,277	50,894	54,787
01-401-000-151	PSATS Unemployment	480	480	480	1,230	1,230	3,745	2,515	204%	3,852	3,852	4,058	4,275
01-401-000-156	Employee Benefit Expense	93,247	94,309	122,353	50,910	85,320	83,348	(1,972)	-2%	85,015	86,716	88,450	90,219
01-401-000-157	ACA Fees	194	208	240	200	240	240	-	0%	240	240	240	240
01-401-000-160	Non-Uniform Pension	41,198	41,428	41,436	46,446	41,897	36,467	(5,430)	-13%	37,561	38,688	39,848	41,044
01-401-000-165	Employer 457 Match	-	6,000	6,000	-	9,000	12,000	3,000	100%	12,000	12,000	12,000	12,000
01-401-000-174	Tuition Reimbursement	1,562	1,638	6,300	1,778	6,300	6,300	-	0%	6,300	6,300	6,300	6,300
01-401-000-181	Longevity Pay	6,150	5,100	5,100	4,050	5,550	5,550	-	0%	7,500	8,250	9,000	10,500
01-401-000-183	Overtime Wages	8,778	4,619	5,000	4,008	5,000	5,000	-	0%	5,000	5,000	5,000	5,000
01-401-000-200	Supplies	12,202	13,017	15,000	7,058	15,000	15,000	-	0%	15,000	15,000	15,000	15,000
01-401-000-205	Meals and Meal Allowances	-	-	200	-	200	200	-	0%	200	200	200	200
01-401-000-215	Postage	3,907	3,820	4,500	2,507	4,500	4,500	-	0%	3,500	3,500	3,500	3,500
01-401-000-230	Gasoline & Oil	2,098	750	2,200	579	2,200	2,200	-	0%	2,200	2,200	2,200	2,200
01-401-000-235	Vehicle Maintenance	122	379	1,000	565	1,000	1,000	-	0%	500	500	500	500
01-401-000-252	Repair & Maintenance	-	-	2,000	-	2,000	2,000	-	0%	2,000	2,000	2,000	2,000
01-401-000-316	Training & Seminars	7,193	2,206	10,000	1,955	10,000	10,000	-	0%	10,000	10,000	10,000	10,000
01-401-000-317	Parking & Travel	2,907	311	1,200	280	1,200	1,200	-	0%	1,200	1,200	1,200	1,200
01-401-000-322	Ipad Expense	155	237	600	115	600	600	-	0%	600	600	600	600
01-401-000-352	Insurance - Liability	424	376	377	272	367	282	(86)	-23%	282	282	282	282
01-401-000-353	Insurance - Vehicle	349	297	297	214	285	398	113	40%	300	300	300	300
01-401-000-354	Insurance - Workers Comp.	1,801	2,003	1,716	823	618	720	102	17%	1,000	1,000	1,000	1,000
01-401-000-420	Dues/Subscriptions/Memberships	4,969	4,991	6,100	6,768	6,100	6,100	-	0%	6,100	6,100	6,100	6,100
01-401-000-450	Contracted Services	26,321	14,412	16,310	23,098	14,500	16,000	1,500	10%	16,000	16,000	16,000	16,000
Total 401 EXECUTIVE		733,517	753,868	807,248	593,345	802,042	839,941	37,899	5%	862,253	885,208	911,216	938,887
402 AUDIT													
01-402-000-450	Contracted Services	31,450	30,900	28,500	24,700	23,700	25,700	2,000	8%	26,700	27,700	28,700	28,700
Total 402 AUDIT		31,450	30,900	28,500	24,700	23,700	25,700	2,000	8%	26,700	27,700	28,700	28,700

**Upper Uwchlan Township
2022 Budget**

		Actual	Actual	Budget	Actual - 9/30/21	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
		2019	2020	2020	2021	2021	2022	'21 Budget	Inc/(Dec)	2023	2024	2025	2026
403 TAX COLLECTION													
01-403-000-100	Tax Collector Wages	7,014	5,772	7,371	929	-	-	-	#DIV/0!	-	-	-	-
01-403-000-110	Chester Co Treasurer Expense	-	-	-	13,860	8,500	12,500	4,000	47%	12,500	12,500	12,500	12,500
01-403-000-150	Payroll Tax Expense	537	442	564	71	-	-	-	#DIV/0!	-	-	-	-
01-403-000-200	Supplies	431	281	500	-	-	-	-	#DIV/0!	-	-	-	-
01-403-000-215	Postage	2,005	1,840	2,000	-	-	-	-	#DIV/0!	-	-	-	-
01-403-000-350	Insurance - Bonding	525	-	600	-	-	-	-	#DIV/0!	-	-	-	-
01-403-000-450	Contracted Services	3,247	3,295	3,000	400	-	400	400	#DIV/0!	400	400	400	400
Total 403 TAX COLLECTION		13,759	11,630	14,035	15,260	8,500	12,900	4,400	52%	12,900	12,900	12,900	12,900
404 LEGAL													
01-404-000-305	Legal Fees CU - Reimbursable	2,034	-	500	-	500	500	-	0%	500	500	500	500
01-404-000-310	Legal Fees - Reimbursable	6,603	3,347	9,500	7,875	9,500	9,500	-	0%	9,500	9,500	9,500	9,500
01-404-000-311	Legal Fees - Non-Reimbursable	43,319	55,315	30,000	42,751	40,000	45,000	5,000	13%	45,000	45,000	45,000	45,000
01-404-000-450	Contracted Services	-	-	5,000	-	5,000	5,000	-	0%	5,000	5,000	5,000	5,000
Total 404 LEGAL		51,956	58,662	45,000	50,626	55,000	60,000	5,000	9%	60,000	60,000	60,000	60,000
407 TECHNOLOGY													
01-407-000-200	Supplies	89	678	2,000	25	2,000	2,000	-	0%	2,000	2,000	2,000	2,000
01-407-000-220	Software	65,663	50,467	60,500	54,525	73,280	73,280	-	0%	73,280	73,280	73,280	73,280
01-407-000-222	Hardware	1,461	10,780	6,000	7,636	6,000	16,000	10,000	167%	6,000	6,000	6,000	6,000
01-407-000-240	Web Page	5,496	5,770	5,700	6,059	6,000	6,000	-	0%	6,000	6,000	6,000	6,000
01-407-000-450	Contracted Services	35,503	54,812	40,000	35,303	54,200	62,720	8,520	16%	62,720	62,720	62,720	62,720
Total 407 COMPUTER		108,212	122,507	114,200	103,548	141,480	160,000	18,520	13%	150,000	150,000	150,000	150,000
408 ENGINEERING													
01-408-000-305	Reimbursable Conditional Use	47,282	2,153	25,000	6,034	25,000	25,000	-	0%	25,000	25,000	25,000	25,000
01-408-000-310	Engineering - Reimbursable	12,814	13,317	75,000	16,622	75,000	75,000	-	0%	100,000	100,000	100,000	100,000
01-408-000-311	Traffic Engineering	10,320	8,300	25,000	9,219	25,000	25,000	-	0%	25,000	25,000	25,000	25,000
01-408-000-313	Engineering - Non-Reimbursable	15,956	44,598	30,000	52,251	30,000	30,000	-	0%	30,000	30,000	30,000	30,000
01-408-000-364	Water Resource Protection Fee	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
01-408-000-366	Ordinance Update	-	-	4,500	-	4,500	4,500	-	0%	4,500	4,500	4,500	4,500
01-408-000-367	General Planning	10,100	-	10,000	-	10,000	10,000	-	0%	10,000	10,000	10,000	10,000
01-408-000-368	MS-4 Expenses	-	-	-	-	-	618,752	618,752	#DIV/0!	-	-	-	-
01-408-000-369	Reimbursable Traffic Signals	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
01-408-000-370	Reimbursable Advertising	-	650	-	-	-	-	-	#DIV/0!	-	-	-	-
Total 408 ENGINEERING		96,472	69,018	169,500	84,126	169,500	788,252	618,752	365%	194,500	194,500	194,500	194,500
409 TOWNSHIP PROPERTIES													
PUBLIC WORKS BUILDING													
01-409-001-200	Supplies	1,287	77	1,000	51	1,000	1,000	-	0%	1,000	1,000	1,000	1,000
01-409-001-231	Propane & Heating	14,345	5,235	15,000	2,955	15,000	15,000	-	0%	15,000	15,000	15,000	15,000
01-409-001-250	Maintenance & Repairs	18,511	8,679	14,000	16,422	29,300	21,850	(7,450)	-25%	21,850	21,850	21,850	21,850
01-409-001-320	Telephone	4,520	4,941	4,000	3,742	4,000	4,000	-	0%	4,000	4,000	4,000	4,000
01-409-001-351	Insurance - Property	9,460	12,401	12,401	9,161	12,215	15,546	3,330	27%	15,546	15,546	15,546	15,546
01-409-001-360	Utilities	8,010	9,495	12,000	5,600	12,000	12,000	-	0%	12,000	12,000	12,000	12,000
01-409-001-450	Contracted Services	3,330	9,160	5,000	3,481	8,000	8,000	-	0%	8,000	8,000	8,000	8,000
Total 409-001 PUBLIC WORKS BUILDING		59,463	49,988	63,401	41,412	81,515	77,396	(4,120)	-5%	77,396	77,396	77,396	77,396

**Upper Uwchlan Township
2022 Budget**

				Actual -								
		Actual	Actual	Budget	9/30/21		Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget
		2019	2020	2020	2021		2021	2022	'21 Budget	Inc/(Dec)	2023	2024
											2025	2026
TOWNSHIP BUILDING												
01-409-003-200	Supplies	578	3,408	2,000	653		2,000	2,000	-	0%	2,000	2,000
01-409-003-231	Propane & Heating Oil	395	-	5,000	422		5,000	5,000	-	0%	5,000	5,000
01-409-003-250	Maintenance & Repairs	901	983	2,500	593		2,500	2,500	-	0%	2,500	2,500
01-409-003-320	Telephone	5,816	5,805	7,000	6,876		7,000	7,000	-	0%	7,000	7,000
01-409-003-351	Insurance - Property	11,036	14,469	14,468	10,688		14,251	18,136	3,885	27%	18,136	18,136
01-409-003-360	Utilities	15,193	20,804	15,000	17,171		20,000	25,000	5,000	25%	20,000	20,000
01-409-003-380	Rent	72,176	41,640	18,333	-		-	-	-	0%	-	-
01-409-003-385	Relocation Costs	27,594	36,296	-	-		-	-	-	0%	-	-
01-409-003-450	Contracted Services	8,771	30,327	25,000	24,482		45,300	39,000	(6,300)	-14%	39,000	39,000
Total 409-003 TOWNSHIP BUILDING		142,460	153,732	89,301	60,885		96,051	98,636	2,585	3%	93,636	93,636
MILFORD ROAD BUILDING												
01-409-004-200	Supplies	46,545	-	500	-		500	500	-	0%	500	500
01-409-004-231	Propane & Heating Oil	2,241	200	2,000	1,125		2,000	2,000	-	0%	2,000	2,000
01-409-004-250	Maintenance & Repairs	989	648	3,000	95		500	500	-	0%	500	500
01-409-004-320	Telephone	6,603	7,154	3,000	3,871		3,000	3,000	-	0%	3,000	3,000
01-409-004-351	Insurance - Property	1,577	2,067	2,067	1,527		2,036	2,591	555	27%	2,591	2,591
01-409-004-360	Utilities	3,044	2,862	2,000	396		1,000	1,000	-	0%	1,000	1,000
01-409-004-450	Contracted Services	228	228	9,100	-		500	500	-	0%	1,100	1,100
Total 409-004 MILFORD ROAD		61,227	13,159	21,667	7,014		9,536	10,091	555	6%	9,591	9,591
Total 409 TOWNSHIP PROPERTIES TOTAL		263,150	216,879	174,369	109,311		187,102	186,123	(979)	-1%	180,623	180,623
410 POLICE EXPENSES												
01-410-000-100	Police Wages	1,273,965	1,337,125	1,309,163	1,001,387		1,366,432	1,603,004	236,572	17%	1,603,484	1,661,525
01-410-000-150	Payroll Tax Expense	102,833	107,542	100,151	82,424		104,532	122,630	18,098	17%	122,667	127,107
01-410-000-151	Unemployment Compensation	1,040	1,092	1,040	2,925		2,870	8,765	5,895	205%	8,765	8,765
01-410-000-156	Employee Benefit Expense	332,780	310,122	333,668	231,407		306,410	392,907	86,497	28%	400,765	408,781
01-410-000-158	Medical Expense Reimbursement	8,813	7,708	10,000	5,120		13,000	13,000	-	0%	13,000	13,000
01-410-000-160	Pension Expense	230,104	251,755	251,733	257,095		257,095	227,964	(29,131)	-11%	232,523	237,174
01-410-000-165	Employer 457 Match	-	11,000	12,000	-		18,000	30,000	12,000	100%	24,000	24,000
01-410-000-174	Tuition Reimbursement	4,868	20,647	12,000	14,796		15,000	15,000	-	0%	15,000	15,000
01-410-000-181	Longevity Pay	19,800	27,600	27,600	22,800		28,600	29,400	800	3%	31,000	31,800
01-410-000-182	Education Incentive	3,750	3,750	3,750	3,750		3,750	5,750	2,000	53%	5,750	5,750
01-410-000-183	Overtime Wages	47,474	40,295	49,000	37,631		54,000	60,000	6,000	11%	60,000	60,000
01-410-000-187	Court Time Wages	5,783	5,446	12,000	6,629		12,000	12,000	-	0%	12,000	12,000
01-410-000-191	Uniform & Boot Allowances	11,600	11,600	11,600	11,600		11,600	14,000	2,400	21%	14,000	14,000
01-410-000-200	Supplies	7,192	11,734	14,000	5,927		14,000	14,000	-	0%	14,000	14,000
01-410-000-215	Postage	999	750	750	750		750	750	-	0%	750	750
01-410-000-230	Gasoline & Oil	30,879	30,795	30,000	23,494		35,000	43,000	8,000	23%	43,000	43,000
01-410-000-235	Vehicle Maintenance	20,055	25,440	23,000	15,643		25,000	25,000	-	0%	30,000	30,000
01-410-000-238	Clothing/Uniforms	4,779	8,372	9,000	11,306		9,000	11,700	2,700	30%	5,500	5,500
01-410-000-250	Maintenance & Repairs	189	3,206	2,500	1,810		2,500	2,500	-	0%	6,500	6,500
01-410-000-260	Small Tools & Equipment	5,806	6,749	9,000	6,264		9,000	10,000	1,000	11%	10,000	10,000
01-410-000-311	Non-Reimbursable Legal	-	-	-	-		-	-		#DIV/0!	-	-
01-410-000-316	Training & Seminars	8,568	12,788	13,000	12,079		13,000	15,000	2,000	15%	15,000	15,000
01-410-000-317	Parking & Travel	963	154	1,000	294		1,000	1,000	-	0%	1,000	1,000
01-410-000-320	Telephone	3,494	3,823	8,000	3,969		8,000	7,000	(1,000)	-13%	7,000	7,000
01-410-000-322	Ipad Expense	125	338	600	-		600	600	-	0%	600	600
01-410-000-327	Radio Equipment M & R	-	-	1,000	-		1,000	1,000	-	0%	1,000	1,000
01-410-000-340	Public Relations	11,302	3,078	12,000	11,349		12,000	15,000	3,000	25%	15,000	15,000

**Upper Uwchlan Township
2022 Budget**

		Actual -											
		Actual	Actual	Budget	9/30/21	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
		2019	2020	2020	2021	2021	2022	'21 Budget	Inc/(Dec)	2023	2024	2025	2026
01-410-000-342	Police Accreditation	3,408	1,785	6,000	1,320	6,000	6,000	-	0%	3,000	3,000	3,000	3,000
01-410-000-352	Insurance - Liability	14,550	13,826	13,826	9,836	13,114	12,793	(321)	-2%	12,793	12,793	12,793	12,793
01-410-000-353	Insurance - Vehicles	2,429	2,378	2,378	1,580	2,107	2,106	(1)	0%	2,106	2,106	2,106	2,106
01-410-000-354	Insurance - Workers Comp.	39,029	43,393	37,187	31,619	37,096	43,200	6,104	16%	44,496	45,831	47,206	48,622
01-410-000-420	Dues/Subscriptions/Memberships	1,130	403	1,000	434	1,000	1,000	-	0%	1,000	1,000	1,000	1,000
01-410-000-450	Contracted Services	15,204	13,354	25,350	10,657	27,040	29,950	2,910	11%	29,950	29,950	29,950	29,950
01-410-000-740	Computer/Furniture	2,356	1,049	3,000	3,950	3,000	3,000	-	0%	3,000	3,000	3,000	3,000
Total 410 POLICE EXPENSES		2,215,267	2,319,097	2,346,296	1,829,845	2,413,496	2,779,019	365,522	15%	2,788,649	2,865,930	2,946,342	3,030,062
411 - FIRE													
01-411-000-316	Training & Seminars	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
01-411-000-354	Insurance - Workers Comp.	16,794	8,665	23,000	14,687	23,000	23,000	-	0%	23,000	23,000	23,000	23,000
01-411-000-420	Dues/Subscriptions/Memberships	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
01-411-000-450	Contracted Services	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
01-411-000-451	Hydrant Expenses - Aqua	69,623	80,319	60,000	51,798	60,000	60,000	-	0%	60,000	60,000	60,000	60,000
01-411-001-001	Contributions - Ludwig's	74,160	74,160	74,160	74,160	74,160	249,196	175,036	236%	99,196	99,196	99,196	99,196
01-411-001-002	Contributions - Lionville	76,796	74,282	74,282	74,282	74,282	99,360	25,078	34%	99,360	99,360	99,360	99,360
01-411-001-003	Contributions - Lionville Capital	-	150,000	-	-	-	-	-	#DIV/0!	-	-	-	-
01-411-001-004	Contributions - Glenmoore	8,549	8,549	8,549	8,549	8,549	11,435	2,886	34%	11,435	11,435	11,435	11,435
01-411-001-005	Contributions - E. Brandywine	13,608	13,608	13,608	13,608	13,608	46,279	32,671	240%	21,279	21,279	21,279	21,279
01-411-001-006	Reimbursement - Uwchlan Twp.	-	2,488	2,300	-	2,300	2,300	-	0%	2,300	2,300	2,300	2,300
01-411-001-007	Reimbursement - E. Brandywine Twp.	562	328	200	-	200	200	-	0%	200	200	200	200
01-411-002-530	Contributions - Fire Relief Funds	94,164	94,809	95,000	86,558	95,000	95,000	-	0%	95,000	95,000	95,000	95,000
Total 411 FIRE		354,256	507,208	351,099	323,642	351,099	586,770	235,671	67%	411,770	411,770	411,770	411,770
412 AMBULANCE													
01-412-000-540	Uwchlan Ambulance	27,038	27,038	27,038	27,038	27,038	27,038	-	0%	32,038	34,038	36,038	38,038
01-412-000-544	Minquas Ambulance	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
Total 412 AMBULANCE		27,038	27,038	27,038	27,038	27,038	27,038	-	0%	32,038	34,038	36,038	38,038
Total 411-412 FIRE and AMBULANCE		381,294	534,246	378,137	350,680	378,137	613,808	235,671	62%	443,808	445,808	447,808	449,808
413 CODES ADMINISTRATION													
01-413-000-100	Code Administrator Wages	239,831	232,705	250,390	164,253	225,362	242,130	16,768	7%	249,394	256,876	264,582	272,520
01-413-000-150	Payroll Tax Expense	18,987	18,403	19,155	13,047	17,240	18,523	1,283	7%	19,079	19,651	20,241	20,848
01-413-000-151	Unemployment Compensation	247	247	240	695	615	1,605	990	161%	1,766	1,926	1,846	1,846
01-413-000-156	Employee Benefit Expense	74,505	65,599	72,761	37,740	50,054	49,529	(525)	-1%	50,520	51,530	52,561	53,612
01-413-000-160	Pension Expense	23,468	21,985	21,985	20,548	19,610	16,687	(2,923)	-15%	17,187	17,703	18,234	18,781
01-413-000-165	Employer 457 Match	-	3,000	3,000	-	4,500	6,000	1,500	33%	6,000	6,000	6,000	6,000
01-413-000-181	Longevity Pay	7,200	7,500	7,500	2,400	4,800	5,100	300	6%	5,400	5,700	6,750	6,900
01-413-000-183	Overtime	2,112	1,536	-	1,760	-	2,000	2,000	#DIV/0!	2,000	2,000	2,000	2,000
01-413-000-200	Supplies	1,400	643	2,000	642	2,000	2,000	-	0%	2,000	2,000	2,000	2,000
01-413-000-230	Gasoline & Oil	2,165	1,753	3,800	2,062	3,400	3,400	-	0%	3,400	3,400	3,400	3,400
01-413-000-235	Vehicle Maintenance	4,978	1,265	1,500	206	2,000	1,500	(500)	-25%	1,500	1,500	1,500	1,500
01-413-000-316	Training & Seminars	155	957	3,000	-	2,500	3,000	500	20%	3,000	3,000	3,000	3,000
01-413-000-317	Parking & Travel	97	-	1,000	-	750	250	(500)	-67%	250	250	250	250
01-413-000-320	Telephone	1,279	1,274	2,000	589	2,000	2,000	-	0%	2,000	2,000	2,000	2,000
01-413-000-322	Ipad Expense	145	662	600	376	600	600	-	0%	600	600	600	600
01-413-000-352	Insurance - Liability	424	377	377	275	367	282	(86)	-23%	282	282	282	282
01-413-000-353	Insurance - Vehicles	349	297	297	214	285	398	113	40%	398	398	398	398
01-413-000-354	Insurance - Workers Comp.	1,801	2,003	1,716	823	618	720	102	17%	700	700	700	700
01-413-000-420	Dues/Subscriptions/Memberships	355	230	5,000	159	3,000	3,000	-	0%	3,000	3,000	3,000	3,000
01-413-000-450	Contracted Services	11,842	13,673	30,000	1,195	10,000	10,000	-	0%	10,000	10,000	12,000	12,000
01-413-000-460	Meetings & Conferences	-	-	-	-	1,000	1,000	-	0%	1,000	1,000	1,000	1,000
Total 413 CODES ADMINISTRATION		391,340	374,109	426,321	246,984	350,701	369,724	19,023	5%	379,475	389,516	402,343	412,636

**Upper Uwchlan Township
2022 Budget**

		Actual -											
		Actual	Actual	Budget	9/30/21	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
		2019	2020	2020	2021	2021	2022	'21 Budget	Inc/(Dec)	2023	2024	2025	2026
414 PLANNING & ZONING													
		<u>General Planning</u>											
01-414-001-116	Compensation	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
01-414-001-200	Supplies	467	-	500	-	500	500	-	0%	500	500	500	500
01-414-001-301	Court Reporter	242	570	1,500	776	1,500	1,500	-	0%	1,500	1,500	1,500	1,500
01-414-001-315	Legal Fees	170	2,280	3,000	1,845	3,000	3,000	-	0%	3,000	3,000	3,000	3,000
01-414-001-365	Comp Plan Update	-	-	-	-	-	50,000	50,000	#DIV/0!	-	-	-	-
01-414-001-366	Ordinance Update	9,754	250	20,000	2,720	20,000	20,000	-	0%	3,000	3,000	3,000	3,000
01-414-001-367	General Planning	-	250	3,000	-	3,000	3,000	-	0%	3,000	3,000	3,000	3,000
01-414-001-368	Advertising	-	320	500	294	500	500	-	0%	500	500	500	500
01-414-001-451	Act 209	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
Total 414-001 Planning		10,633	3,670	28,500	5,635	28,500	78,500	50,000	175%	11,500	11,500	11,500	11,500
		<u>Village Concept</u>											
01-414-002-367	General Planning	-	-	1,000	-	1,000	1,000	-	0%	1,000	1,000	1,000	1,000
Total 414-002 Village Concept		-	-	1,000	-	1,000	1,000	-	0%	1,000	1,000	1,000	1,000
		<u>Zoning</u>											
01-414-003-100	Zoning Board Compensation	-	-	800	-	800	800	-	0%	800	800	800	800
01-414-003-301	Court Reporter	188	-	2,000	-	2,000	2,000	-	0%	2,000	2,000	2,000	2,000
01-414-003-315	Legal Fees	-	-	6,000	-	6,000	6,000	-	0%	2,000	2,000	2,000	2,000
01-414-003-450	Contracted Services	996	-	1,000	-	1,000	1,000	-	0%	1,000	1,000	1,000	1,000
Total 414-003 Zoning		1,184	-	9,800	-	9,800	9,800	-	0%	5,800	5,800	5,800	5,800
Total 414 PLANNING & ZONING		11,817	3,670	39,300	5,635	39,300	89,300	50,000	127%	18,300	18,300	18,300	18,300
415 EMERGENCY OPERATIONS													
01-415-000-200	Supplies	1,045	2,639	2,000	(13)	2,000	2,000	-	0%	500	500	500	500
01-415-000-260	Small Tools & Equipment	-	-	1,000	-	1,000	1,000	-	0%	500	500	500	500
01-415-000-316	Training & Seminars	390	160	1,200	115	1,200	1,200	-	0%	3,000	3,000	3,000	3,000
01-415-000-317	Parking & Travel	684	92	400	-	400	400	-	0%	100	100	100	100
01-415-000-320	Telephone	872	-	1,200	-	1,200	1,200	-	0%	1,200	1,200	1,200	1,200
01-415-000-330	Other Services/Charges	-	-	500	-	500	500	-	0%	500	500	500	500
01-415-000-420	Dues/Subscriptions/Memberships	-	120	50	-	50	50	-	0%	50	50	50	50
01-415-000-450	Contracted Services	398	-	500	-	500	500	-	0%	500	500	500	500
01-415-000-740	Computer/Furniture	-	-	1,000	-	1,000	1,000	-	0%	1,000	1,000	1,000	1,000
Total 415 EMERGENCY OPERATIONS		3,389	3,011	7,850	102	7,850	7,850	-	0%	7,350	7,350	7,350	7,350
422 - 456 OTHER SERVICES													
01-422-000-530	SPCA Contract	2,601	4,093	4,371	3,359	4,637	4,776	139	3%	4,919	5,067	5,219	5,375
01-422-000-601	DARC	20,943	23,037	23,037	23,037	25,341	25,341	-	0%	25,341	25,341	25,341	25,341
01-422-000-603	Downingtown Senior Center	2,000	2,000	2,000	-	2,000	2,000	-	0%	2,000	2,000	2,000	2,000
01-422-000-605	Natural Lands Trust	-	-	-	-	20,000	20,000	-	0%	-	-	-	-
01-456-000-530	Contributions - Library	5,000	5,000	5,000	-	5,000	5,000	-	0%	5,000	5,000	5,000	5,000
		30,544	34,130	34,408	26,396	56,978	57,117	139	0%	37,260	37,408	37,560	37,716
Total EMERGENCY & OTHER		33,933	37,141	42,258	26,498	64,828	64,967	139	0%	44,610	44,758	44,910	45,066
433 SIGNS													
01-433-000-200	Supplies	5,290	4,686	5,000	4,078	5,000	5,000	-	0%	5,000	5,000	5,000	5,000
01-433-000-450	Contracted Services	-	-	1,000	-	1,000	1,000	-	0%	1,000	1,000	1,000	1,000
		5,290	4,686	6,000	4,078	6,000	6,000	-	0%	6,000	6,000	6,000	6,000

**Upper Uwchlan Township
2022 Budget**

		Actual -											
		Actual	Actual	Budget	9/30/21	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
		2019	2020	2020	2021	2021	2022	'21 Budget	Inc/(Dec)	2023	2024	2025	2026
434 SIGNALS													
01-434-000-450	Contracted Services	57,466	24,550	35,000	9,745	35,200	35,200	-	0%	25,000	25,000	25,000	25,000
		57,466	24,550	35,000	9,745	35,200	35,200	-	0%	25,000	25,000	25,000	25,000
438 PUBLIC WORKS													
01-438-000-100	Public Works Wages	399,889	416,301	405,395	312,927	439,698	451,945	12,247	3%	465,503	479,468	493,852	508,668
01-438-000-101	Employee Cost Allocated	-	-	-	(15,949)	(27,098)	(82,665)	(55,567)	205%	(85,145)	(87,699)	(90,330)	(93,040)
01-438-000-150	Payroll Tax Expense	32,074	32,667	31,013	25,908	33,637	34,574	937	3%	35,611	36,679	37,780	38,913
01-438-000-151	Unemployment Compensation	548	563	560	1,435	1,435	3,745	2,310	161%	2,943	3,210	3,344	3,478
01-438-000-156	Employee Benefit Expense	147,337	131,475	143,928	125,728	147,806	187,111	39,305	27%	190,853	194,670	198,563	202,535
01-438-000-160	Pension Expense	34,315	32,193	32,196	38,573	38,133	30,829	(7,304)	-19%	31,754	32,706	33,688	34,698
01-410-000-165	Employer 457 Match	-	6,000	6,000	-	10,500	14,000	3,500	33%	14,000	14,000	14,000	14,000
01-438-000-181	Longevity	6,150	6,750	6,750	5,700	8,100	8,850	750	9%	10,350	11,250	12,150	13,800
01-438-000-183	Overtime Wages	14,737	5,977	24,000	15,370	26,000	26,000	-	0%	26,000	26,000	26,000	26,000
01-438-000-200	Supplies	47,723	42,473	51,300	50,454	48,500	49,000	500	1%	49,000	49,000	49,000	49,000
01-438-000-205	Meals and Meal Allowances	198	-	500	386	500	600	100	20%	600	600	600	600
01-438-000-230	Gasoline & Oil	23,230	15,997	34,200	18,833	34,200	42,000	7,800	23%	42,000	42,000	42,000	42,000
01-438-000-235	Vehicle Maintenance	13,326	7,272	17,050	23,879	17,000	18,000	1,000	6%	18,000	18,000	18,000	18,000
01-438-000-238	Uniforms	3,932	2,679	3,050	3,380	3,050	3,050	-	0%	3,050	3,050	3,050	3,050
01-438-000-245	Highway Supplies	8,008	9,540	10,100	11,013	9,600	9,600	-	0%	9,600	9,600	9,600	9,600
01-438-000-260	Small Tools & Equipment	7,542	8,884	12,800	3,658	9,600	9,750	150	2%	9,750	9,750	9,750	9,750
01-438-000-316	Training & Seminars	1,514	1,371	5,000	621	5,000	5,225	225	5%	5,225	5,225	5,225	5,225
01-438-000-317	Parking and Travel	1,387	-	800	316	800	800	-	0%	800	800	800	800
01-438-000-320	Telephone	2,519	2,512	3,000	1,472	3,000	3,000	-	0%	3,000	3,000	3,000	3,000
01-438-000-322	Ipad Expense	1,577	1,024	1,200	561	1,200	1,200	-	0%	1,200	1,200	1,200	1,200
01-438-000-341	Advertising	623	60	-	-	-	-	-	0%	-	-	-	-
01-438-000-342	Accreditation	-	-	5,000	-	5,000	5,000	-	0%	5,000	5,000	5,000	5,000
01-438-000-352	Insurance - Liability	1,764	1,665	1,665	1,216	1,621	1,486	(135)	-8%	1,486	1,486	1,486	1,486
01-438-000-353	Insurance - Vehicles	1,397	1,189	1,189	857	1,141	1,593	452	40%	1,593	1,593	1,593	1,593
01-438-000-354	Insurance - Workers Comp.	9,007	11,880	8,916	9,304	11,747	13,680	1,933	16%	14,090	14,513	14,949	15,397
01-438-000-420	Dues/Subscriptions/Memberships	685	820	400	-	400	400	-	0%	400	400	400	400
01-438-000-450	Contracted Services	52,278	25,431	52,230	7,200	52,730	56,500	3,770	7%	56,500	56,500	56,500	56,500
01-438-000-463	Miscellaneous	-	-	-	-	-	-	-	0%	-	-	-	-
01-438-000-720	Road Resurfacing	244,222	-	-	195,000	274,333	274,333	-	100%	274,333	274,333	274,333	274,333
		1,055,982	764,723	858,242	837,842	1,157,633	1,169,605	11,972	1%	1,187,495	1,206,334	1,225,532	1,245,985

**Upper Uwchlan Township
2022 Budget**

		Actual -											
		Actual	Actual	Budget	9/30/21	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
		2019	2020	2020	2021	2021	2022	'21 Budget	Inc/(Dec)	2023	2024	2025	2026
<u>Public Works - Facilities Division</u>													
01-438-001-100	Public Works Wages-Facilities Div.	191,091	191,520	218,918	152,205	234,093	241,115	7,022	3%	248,348	255,799	263,473	271,377
01-438-001-101	PW Facilities Costs Allocated	(183,974)	(196,942)	(207,336)	(152,597)	(223,653)	(225,983)	(2,330)	1%	(225,983)	(225,983)	(225,983)	(225,983)
01-438-001-150	Payroll Tax Expense	15,366	14,885	16,747	12,498	17,908	18,445	537	3%	18,999	19,569	20,156	20,760
01-438-001-151	Unemployment Compensation	553	479	560	955	1,435	3,745	2,310	161%	3,932	4,120	4,307	4,494
01-438-001-156	Employee Benefit Expense	69,330	42,597	67,702	28,148	38,965	42,307	3,342	9%	43,153	44,016	44,896	45,794
01-438-001-160	Pension Expense	13,326	11,517	11,517	3,391	11,643	10,482	(1,161)	-10%	10,797	11,121	11,454	11,798
01-410-000-165	Employer 457 Match	-	2,000	3,000	-	4,500	6,000	1,500	33%	6,000	6,000	6,000	6,000
01-438-001-181	Longevity	1,800	1,950	1,950	2,850	2,850	3,300	450	16%	3,450	3,750	4,050	4,350
01-438-001-183	Overtime Wages	8,547	1,887	8,000	6,882	8,000	8,000	-	0%	8,000	8,000	8,000	8,000
01-438-001-230	Gasoline & Oil	16,379	14,453	12,000	15,331	12,000	12,000	-	0%	12,000	12,000	12,000	12,000
01-438-001-235	Vehicle Maintenance	-	777	6,500	-	6,500	6,500	-	0%	6,500	6,500	6,500	6,500
01-438-001-238	Uniforms	277	125	1,200	1,623	2,200	1,200	(1,000)	-45%	1,200	1,200	1,200	1,200
01-438-001-316	Training & Seminars	804	-	1,600	483	1,600	1,600	-	0%	1,600	1,600	1,600	1,600
01-438-001-352	Insurance - Liability	1,764	1,665	1,665	1,216	1,621	1,486	(135)	-8%	1,486	1,486	1,486	1,486
01-438-001-353	Insurance - Vehicles	1,397	1,189	1,189	856	1,141	1,593	452	40%	1,593	1,593	1,593	1,593
01-438-001-354	Insurance - Workers Comp.	5,404	4,142	4,815	5,911	8,037	9,360	1,323	16%	9,360	9,360	9,360	9,360
01-438-001-450	Contracted Services	-	-	-	-	-	-	-	0%	-	-	-	-
		142,064	92,244	150,027	79,752	128,840	141,149	12,309	10%	150,434	160,129	170,091	180,328
Total 438 PUBLIC WORKS		1,198,046	856,967	1,008,269	917,594	1,286,473	1,310,754	24,281	2%	1,337,929	1,366,463	1,395,622	1,426,313
439 ROAD CONSTRUCTION													
01-439-000-752	East West Link	-	-	-	-	-	-	-	0%	-	-	-	-
		-	-	-	-	-	-	-	0%	-	-	-	-
454 PARK & RECREATION													
<u>Parks - General</u>													
01-454-000-150	Scholarships for Youth Groups	-	-	6,000	-	6,000	6,000	-	0%	6,000	6,000	6,000	6,000
01-454-000-427	Waste Disposal			-		-			#DIV/0!	-	-	-	-
01-454-001-101	Park Wage Allocation	183,974	196,942	207,336	152,597	223,653	225,983	2,330	1%	225,983	225,983	225,983	225,983
01-454-001-200	Supplies	14,728	19,778	15,000	13,091	15,000	15,000	-	0%	15,000	15,000	15,000	15,000
01-454-001-201	Park & Rec Special Events	4,190	3,662	6,000	3,680	6,000	6,000	-	0%	6,000	6,000	6,000	6,000
01-454-001-202	Block Party	28,350	7,098	28,000	5,130	28,000	28,000	-	0%	28,000	28,000	28,000	28,000
01-454-001-230	Gasoline & Oil	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
01-454-001-235	Vehicle Maintenance	3,371	5,646	6,000	1,293	6,000	6,000	-	0%	6,000	6,000	6,000	6,000
01-454-001-250	Maintenance & Repairs	1,110	-	500	-	500	500	-	0%	500	500	500	500
01-454-001-260	Small Tools & Equipment	479	1,425	2,700	-	2,700	3,330	630	23%	3,330	3,330	3,330	3,330
01-454-001-316	Training & Seminars	-	-	1,000	-	1,000	1,000	-	0%	1,000	1,000	1,000	1,000
01-454-001-320	Telephone	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
01-454-001-340	Public Relations	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
01-454-001-354	Insurance - Workers Comp.	3,002	3,338	2,861	2,930	3,710	4,320	610	16%	4,320	4,320	4,320	4,320
01-454-001-420	Dues/Subscriptions/Memberships	30	-	300	-	300	300	-	0%	-	-	-	-
01-454-001-450	Contracted Services	-	-	500	-	500	500	-	0%	500	500	500	500
		239,234	237,889	276,197	178,721	293,363	296,933	3,570	1%	296,633	296,633	296,633	296,633
<u>Hickory Park</u>													
01-454-002-200	Supplies - Hickory Park	3,312	5,380	3,000	3,670	3,000	3,000	-	0%	3,000	3,000	3,000	3,000
01-454-002-231	Propane	1,931	-	2,000	1,100	2,000	2,000	-	0%	2,000	2,000	2,000	2,000
01-454-002-250	Maintenance & Repairs	3,179	295	8,000	487	8,000	8,000	-	0%	7,000	7,000	7,000	7,000
01-454-002-351	Insurance - Property	3,153	4,134	4,134	3,054	4,072	5,182	1,110	27%	5,182	5,182	5,182	5,182
01-454-002-360	Utilities	4,208	2,629	5,000	1,859	5,000	5,000	-	0%	5,000	5,000	5,000	5,000
01-454-002-450	Contracted Services	34,576	20,948	20,000	13,058	20,000	20,000	-	0%	20,000	20,000	20,000	20,000
		50,359	33,386	42,134	23,228	42,072	43,182	1,110	3%	42,182	42,182	42,182	42,182

**Upper Uwchlan Township
2022 Budget**

		Actual	Actual	Budget	Actual -	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
		2019	2020	2020	9/30/21	2021	2022	'21 Budget	Inc/(Dec)	2023	2024	2025	2026
<u>Fellowship Fields</u>													
01-454-003-200	Supplies	2,275	1,015	3,000	5,360	3,000	3,000	-	0%	3,000	3,000	3,000	3,000
01-454-003-250	Maintenance & Repairs	2,000	500	10,000	5,486	10,000	18,000	8,000	80%	18,000	18,000	18,000	18,000
01-454-003-312	Engineering Fees	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
01-454-003-320	Telephone	1,500	1,500	2,500	1,195	2,500	2,500	-	0%	2,500	2,500	2,500	2,500
01-454-003-351	Insurance - Property	3,153	4,134	4,134	3,054	4,072	5,182	1,110	27%	5,182	5,182	5,182	5,182
01-454-003-360	Utilities	9,206	9,291	12,000	5,807	12,000	12,000	-	0%	12,000	12,000	12,000	12,000
01-454-003-450	Contracted Services	17,979	21,225	16,000	13,462	16,000	16,000	-	0%	16,000	16,000	16,000	16,000
		36,113	37,665	47,634	34,364	47,572	56,682	9,110	19%	56,682	56,682	56,682	56,682
<u>Larkins Field</u>													
01-454-004-200	Supplies	-	113	1,000	-	1,000	1,000	-	0%	1,000	1,000	1,000	1,000
01-454-004-250	Maintenance & Repairs	980	-	1,000	-	1,000	1,000	-	0%	1,000	1,000	1,000	1,000
01-454-004-312	Engineering Fees	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
01-454-004-450	Contracted Services	1,665	660	3,000	515	3,000	3,000	-	0%	3,000	3,000	3,000	3,000
		2,645	773	5,000	515	5,000	5,000	-	0%	5,000	5,000	5,000	5,000
<u>Upland Farms</u>													
01-454-005-200	Supplies	1,237	465	5,000	400	5,000	5,000	-	0%	1,000	1,000	1,000	1,000
01-454-005-231	Propane & Heating Oil	4,804	1,119	4,500	1,977	4,500	6,000	1,500	33%	6,000	6,000	6,000	6,000
01-454-005-250	Maintenance & Repairs	7,191	285	50,000	8,710	50,000	50,000	-	0%	10,000	10,000	10,000	10,000
01-454-005-351	Insurance - Property	3,153	4,134	4,134	3,054	4,072	5,182	1,110	27%	5,182	5,182	5,182	5,182
01-454-005-360	Utilities	4,591	4,179	4,000	8,962	4,000	14,000	10,000	250%	14,000	14,000	14,000	14,000
01-454-005-450	Contracted Services	3,693	3,549	5,000	3,277	5,000	10,000	5,000	100%	10,000	10,000	10,000	10,000
01-454-005-513	Engineering Fees	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
		24,669	13,731	72,634	26,380	72,572	90,182	17,610	24%	46,182	46,182	46,182	46,182
Total Individual Parks		113,786	85,555	167,402	84,487	167,216	195,046	27,830	17%	150,046	150,046	150,046	150,046
Total 454 PARK & RECREATION		353,020	323,444	443,599	263,208	460,579	491,979	31,400	7%	446,679	446,679	446,679	446,679
455 ENVIRONMENTAL ADVISORY COUNCIL													
01-455-000-450	Contracted Services	-	-	-	-	-	10,000	10,000	#DIV/0!	10,000	10,000	10,000	10,000
		-	-	-	-	-	10,000	10,000	#DIV/0!	10,000	10,000	10,000	10,000
459 HISTORICAL COMMISSIONS													
01-459-000-200	Supplies	338	-	1,000	-	2,500	2,500	-	0%	1,000	1,000	1,000	1,000
01-459-000-320	Telephone	-	-	1,000	-	1,000	1,000	-	0%	1,000	1,000	1,000	1,000
01-459-000-450	Contracted Services	1,114	1,177	2,316	2,115	1,500	1,500	-	0%	1,500	1,500	1,500	1,500
		1,452	1,177	4,316	2,115	5,000	5,000	-	0%	3,500	3,500	3,500	3,500
TOTAL EXPENSES BEFORE OPERATING TRANSFERS		6,012,276	5,822,129	6,155,093	4,692,178	6,500,325	7,926,874	1,426,549	22%	7,069,134	7,211,092	7,362,650	7,517,182
NET INCOME BEFORE TRANSFERS		1,347,454	2,905,883	822,181	3,031,308	559,897	93,675	(466,222)	-83%	455,047	448,092	429,186	413,490

**Upper Uwchlan Township
2022 Budget**

	Actual	Actual	Budget	Actual - 9/30/21	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
	2019	2020	2020	2021	2021	2022	'21 Budget	Inc/(Dec)	2023	2024	2025	2026
492 OPERATING TRANSFERS												
01-492-000-030 Transfer to Capital Acquisition Fund:												
From Turf Field cash account			-	-	(400,000)	-	400,000	-100%	-	-	-	-
Other	(150,000)	(1,518,000)	(518,000)	(500,000)	(500,000)	(1,500,000)	(1,000,000)	200%	(500,000)	(400,000)	(200,000)	-
01-492-000-036 Transfer to Water Resource Protection Fund	-	-	(300,000)	(245,000)	(245,000)	(245,000)	-	0%	-	-	-	-
01-492-000-050 Transfer to Solid Waste Fund	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
Transfer to Developer's Escrow Fund	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
Transfer to Act 209 Fund	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
	(150,000)	(1,518,000)	(818,000)	(745,000)	(1,145,000)	(1,745,000)	(600,000)	52%	(500,000)	(400,000)	(200,000)	-
Total Expenditures	6,162,276	7,340,129	6,973,093	5,437,178	7,645,325	9,671,874	2,026,549	27%	7,569,134	7,611,092	7,562,650	7,517,182
Net Ordinary Income	1,197,454	1,387,883	4,181	2,286,308	(585,103)	(1,651,325)	(1,066,222)	182%	(44,953)	48,092	229,186	413,490
<u>Solid Waste Fund</u>												
Revenue	1,132,126	1,100,261	1,096,444	1,036,284	1,141,331	1,151,066	9,735	1%	1,191,038	1,192,435	1,192,635	1,192,835
Expenses	(952,814)	(933,990)	(914,796)	(708,954)	(1,045,522)	(1,031,685)	13,837	-1%	(1,032,075)	(1,043,578)	(1,043,670)	(1,053,688)
Operating transfers	-	(150,000)	(150,000)	-	(100,000)	(100,000)	-	0%	(80,000)	(80,000)	(80,000)	(80,000)
NET INCOME	179,312	16,271	31,648	327,330	(4,191)	19,381	23,572	-562%	78,963	68,857	68,965	59,146
Net Ordinary Income (Loss)	1,376,766	1,404,154	35,829	2,613,638	(589,294)	(1,631,944)	(1,042,650)	177%	34,010	116,949	298,151	472,637

GENERAL FUND

GENERAL GOVERNMENT DEPARTMENT

MISSION

The mission of the Board of Supervisors of Upper Uwchlan Township is to provide effective, efficient and responsive local government to its residents through the establishment of policies that reflect the community's needs and goals. The Board of Supervisors places the health, safety and welfare of the residents above all other priorities.

The Board has appointed a Township Manager who is responsible for the day to day operation of the Township's administrative affairs.

DESCRIPTION OF SERVICES PROVIDED

The Township has a three-member Board of Supervisors. One member is elected during the local election, every other year, for a term of six years. The Board of Supervisors is responsible for the appointment of the Township Manager and various boards and commissions. The Supervisors establish municipal policy (in accordance with state law), determine the level of services provided in the Township, adopt an annual budget and set the municipal tax rate for the Township.

The current Board members are as follows:

		<u>Term Expires</u>
Chairperson	Sandra M. D'Amico	12/31/23
Vice-Chairman	Jamie W. Goncharoff	12/31/21
Member	Jennifer Baxter	12/31/25

Mr. Andrew Durkin was elected to the Board of Supervisors at the November 2, 2021 general election and will take office in January, 2022 for a six year term expiring on December 31, 2027.

The Board meets twice each month; the workshop is held on the second Tuesday afternoon at 4:00 PM and the business meeting of the Board is held on the third Monday evening of each month at 7:00 PM.

Public meetings and the semi-annual newsletter are an important part of the communication between the Board of Supervisors and the public. The Township's web site, Facebook and Twitter presence are also an efficient means of communicating events and policies to the residents of the Township. The Supervisors are very supportive of the Township's annual "Block Party" that is held the day before Father's Day every June on Route 100 in front of the Township building.

This department includes the compensation and related expenses for the Board of Supervisors as well as "general" government expenses that are not attributable to any specific department. Under the Second Class Township Code, the maximum annual salary for a supervisor in a township of our population is \$3,250.

Members of the Upper Uwchlan Board of Supervisors also lend their experience and expertise to Chester County and the community, and enhance the Township's influence by their involvement and membership on various Boards:

- Chester County Association of Township Officials (CCATO)
- Pennsylvania State Association of Township Supervisors (PSATS)
- The Lord's Pantry, Downingtown (supplemental food program for needy families)

Volunteer Groups Serving the Upper Uwchlan Community

The Township has established several commissions that consist of volunteers who serve the community and are supported by members of Township staff or Supervisors. There is always a need for additional members so residents should consider volunteering with one of these groups:

- Emergency Management Planning Commission (EMPC)
- Planning Commission (PC)
- Environmental Advisory Council (EAC)
- Historical Commission
- Technology Advisory Board (TAB)

ACCOMPLISHMENTS IN 2021

- No tax increase (since 2006)
- Implemented annual awards for "Volunteer of the Year" and "Business of the Year"
- Replacement of the Park Road bridge over the Turnpike commenced
- Reviewed 4 and adopted the following 3 ordinances and/or amendments:
 - Established an Environmental Advisory Council (EAC), Verizon Cable Franchise Agreement renewal, and Reserve at Chester Springs speed limit and such.
- Reviewed three (3) conditional use applications (Barn on Moore, 100 Greenridge Road, Alpha Phlyte Fitness)
- Reviewed 4 and approved 2 subdivision/land development plans: Dewees Minor Subdivision and Snodgrass Lot Consolidation
- Approved 15 land development escrow release requests
- Accepted dedication of Townes at Chester Springs sanitary sewer appurtenances
- Accepted dedication of Reserve at Chester Springs roadways
- Accepted dedication of Marsh Lea roadways
- Approved the 2022 Minimum Municipal Pension Obligation (MMO) for the Police and Non-Uniformed Pension Plans
- The two defined benefit pension plans achieved an overall funding status of 114% with Level 0 – no distress
- Approved the submission of the updated township-wide Act 537 Plan to the PaDEP for their review and approval

- Approved/awarded contracts for the following:
 - Construction management firm for Upland Farm barn / house improvements
 - Contractors (mechanical, electrical, etc.) for Upland Farms Barn improvements
 - 2021 Roadway Materials
 - 2021 Milling and Paving
 - 2021 Pavement Marking
 - Comcast Cable franchise agreement and renewal audit
 - Hickory Park improvements analysis
- Authorized the sale of Township equipment as a result of replacement: public works mowers, air compressor, enclosed trailer, and 2 trucks with snow/ice event equipment
- Monitored the response and cleanup efforts following Sunoco's Inadvertent Return (IR) of HDD drilling mud at Marsh Creek Lake August 2020
- Monitored Sunoco's request to PaDEP for pipeline alternate route approval
- Established Environmental Advisory Council (EAC)
- Successfully transitioned property tax collection from elected Tax Collector to the Chester County Treasurer's Office
- Reviewed and approved 2 intermunicipal liquor license transfers
- Engaged General Code to begin the process of recodifying the "Code of Upper Uwchlan Township"
- The Planning Commission began the process of updating the Township's Comprehensive Plan and various related Plans
- The Township office serves as a drop-off location for the Marine Corps. annual "Toys for Tots" toy drive – an estimated 900 items were donated by Upper Uwchlan Township residents in 2021

GOALS FOR 2022

- Provide leadership and direction to the Township staff and the community
- Maintain Upper Uwchlan Township's quality of life and provide excellent services in a proactive, cost efficient manner
- No tax real estate tax increase
- Continue to link the trail system to surrounding municipalities and within Upper Uwchlan Township
- Continue to enhance communication between residents and all levels of Township staff
- Provide opportunities for commercial expansion within Upper Uwchlan Township via the review and updating of Township ordinances

Staffing Statistics – as of the end of the year presented

	2022	2021	2020
Chairman	1	1	1
Vice-Chairman	1	1	1
Member	1	1	1
Total	3	3	3

2022 Budget Summary – General Government

	2022 Budget	Actual 2021 (9/30/21)	2021 Budget	2022 Increase (Decrease)	Percentage Change
Personnel and related expenses	\$10,496	\$7,872	\$6,997	\$3,499	50.0%
Liability and Public Officials Bond	19,934	15,743	21,876	(1,941)	(8.9%)
All other	47,777	31,267	44,415	3,362	7.6%
Total	\$78,207	\$54,882	\$73,288	\$4,920	6.7%

Explanation of Major Changes**Personnel and related expenses**

One of the Supervisors had not been accepting the compensation that is allowed under the Second Class Township Code; therefore it was not included in the 2021 Budget. During 2021, they accepted the compensation.

STATISTICS

	2022	2021*	2020
Township meetings attended	72	48	75
Members attending PSATS	3	3	- **
Ordinances passed	6	4	6
Resolutions passed	8	5	18
Land development plan approvals	1	2	5
Conditional Use hearings or special meetings separate from regular meetings	1	0	3 special
Conditional Use approvals	1	0	1

*As of 9/30/21

** PSATS was cancelled in 2020

GENERAL FUND

EXECUTIVE DEPARTMENT

MISSION

The mission of the Executive department is to carry out the policies established by the Board of Supervisors to ensure that the Township runs smoothly and efficiently.

DESCRIPTION OF SERVICES PROVIDED

The Executive department includes the Township Manager, Assistant Township Manager, Township Secretary, and the Finance Department. The Finance Department consists of the Treasurer, an Accounting Associate and an Accounts Payable/Utility Billing Associate. The six staff members of the department work at the Township Building in Chester Springs, Pa. The following services are provided:

Township Manager

- Responsible for the proper and efficient administration of all township affairs
- Acts as the liaison between the residents of the township and the duly elected members of the Board of Supervisors
- Is the liaison with the Park & Recreation Board

Assistant Township Manager

- Responsible for Township communications – website, social media, newsletters
- Responsible for the Township's information technology environment
- Responsible for developing, testing, and maintaining the Township's Continuity of Operations Plan
- Assist in the continued development and administration of the Township's Water Resource Protection Program.
- Parks and Recreation – field scheduling and alternate liaison to the Parks and Recreation Board
- Grant writing and administration
- Performs the duties of the Township Manager in the absence of the Manager unless otherwise directed by the Board of Supervisors
- All other activities as required

Township Secretary

- Maintains the minutes of workshops and meetings of the Board of Supervisors, Planning Commission, Municipal Authority, Historical Commission, and all Township records
- Prepares the monthly meeting agendas and supporting document packets for the Board of Supervisors, Planning Commission, Municipal Authority, and Historical Commission
- Assists with all bid letting activities
- Assists with processes related to the adoption of Township Ordinances and Resolutions and maintenance of the Code of Upper Uwchlan Township
- Assists with Township website content
- Provides Public Notary services

- Open Records Officer, except for Police-related Requests
- Assists with the receipt, distribution, and reviews of conditional use applications and land development applications, coordinating meetings/hearings toward approval of same
- Liaison with the Planning Commission (PC), Municipal Authority (Authority), Historical Commission (HC), and Technology Advisory Board (TAB)
- All other activities as required

Treasurer/Finance Department

- Performs the Treasury function for the Township
 - Invests available cash at the instruction of the Board of Supervisors and Municipal Authority Board
 - Prepares monthly bank reconciliations
 - Issues real estate tax refunds to residents who have over-paid their taxes
 - Coordinates the collection of real estate taxes with the County Treasurers Office
- Handles all aspects of township utility billing for solid waste/recycling and sewer (for the Municipal Authority)
- Maintains the accounting records for the Township and Municipal Authority
- Receives vendor invoices, reviews for accuracy and prepares checks for signature
- Prepares invoices for field use and developers
- Prepares monthly financial statements for the Board of Supervisors and Authority Board
- Prepares the annual budget for the Township and Municipal Authority
- Prepares year-end financial statements, MD&A and statistical sections of the CAFR
- Functions as the Human Resource department for Township employees
- Maintains relationships with outside auditors and handles all other audits, including Liquid Fuels, pension, and workers compensation
- Member of the Township Pension Committee

ACCOMPLISHMENTS IN 2021

- Monitored directives from Federal, State and County agencies and coordinated communications and responses to residents regarding the novel Corona Virus (COVID-19)
- Continued coordination with the Pennsylvania Turnpike on their widening project and replacement of the Park Road bridge
- Project management and oversight of the Park Road Reconstruction and Trail Installation project close-out
- Assisted with the drafting, review and adoption of the following ordinance amendments:
 - Outdoor storage tanks
 - Established the Environmental Advisory Council
 - Renew the Verizon Franchise Agreement
 - Reserve at Chester Springs speed limit
- Coordinated the review of four (4) subdivision and land development plans
- Coordinated the review of three (3) conditional use applications
- Coordinated and presented the following contracts to the BOS for consideration:
 - 2021 Milling and Paving
 - 2021 Roadway Materials

- 2021 Pavement Marking
 - Cable franchise agreement renewal audit
 - Hickory Park improvements analysis
 - Construction management firm for Upland Farm barn / house improvements
- Continued refinement of the Township's asset/parcel management system, Traisr
- Provided oversight management of the Upland Farms Community Center barn renovation project
- Received our eighth consecutive Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for the 2021 Budget
- Prepared our sixth Annual Comprehensive Financial Report (ACFR) for the year ended December 31, 2020
- Engaged a consultant to review and revise the Employee Manual

GOALS FOR 2022

Administration

- Continued coordination with various pipeline projects in and around the Township
- Continued coordination with Pennsylvania Turnpike personnel on the Park Road Bridge Replacement Project
- Project Management responsibilities for continued capital improvements at the Upland Farms Barn (bathrooms serving the barn and the park)
- Windsor Ridge Trail extension planning and grant application
- Evaluate the continued development of the Water Resource Protection Program – Phase III, final phase
- Evaluate document scanning programs or services for electronic records retention
- Guide/assist the Planning Commission with tasks to update the Township's Comprehensive Plan
- Evaluate the Solid Waste and Recycling contracts for renewal or re-bid during 2022
- Negotiate a new Police Collective Bargaining agreement effective January 1, 2023

Finance

- Continue to obtain additional training as warranted
- Continue to prepare a Comprehensive Annual Financial Report (Annual Report) each year
- Receive the GFOA Certificate of Achievement for Excellence in Financial Reporting for the December 31, 2021 Annual Report (ACFR)
- Receive the GFOA Distinguished Budget Award for the 2022 Budget
- Review and improve the Accounting Policies and Procedure Manual
- Continue to develop and document policies in accordance with the GFOA Best Practices

Staffing Statistics – as of the end of each year presented

	2022	2021	2020
Full time:			
Township Manager	1	1	-
Assistant Twp. Manager	1	1	1
Township Secretary	1	1	1
Treasurer	1	1	1
A/R and HR Associate	1	1	1
A/P Associate	1	1	1
Part time:			
Finance/Admin	.3	-	-
Total	6.3	6.0	5.0

2022 Budget Summary – Executive

	2022 Budget	Actual 2021 (9/30/21)	2021 Budget	2022 Increase (Decrease)	Percentage Change
Personnel and related expenses	\$780,461	\$549,934	\$744,090	\$36,371	4.9%
All other	59,480	43,411	57,952	1,528	2.6%
Total	\$839,941	\$593,345	\$802,042	\$37,899	4.7%

Explanation of Major Changes**Personnel and related expenses**

All non-uniformed personnel are budgeted for a 3% salary increase in 2022. One new part-time receptionist has been added for 15 hours per week to assist staff with front desk duties.

The employer matching contribution to the 457 Plan for non-uniform employees increases in 2022 from 2021 by \$500 per eligible employee. The match is available to all full-time employees who contribute a minimum of \$2,000 to the 457 Plan annually.

All other

All other consists mainly of training, and various dues and subscriptions.

STATISTICS

	2022	2021*	2020
Township meetings attended	80	71	105
Meeting packages prepared	62	42	53
Conditional Use Applications processed	5	2	1
Subdivision and land development applications processed	3	4	5
Ordinance amendments: Discussed Adopted	6 discussed 6 adopted	4 discussed 4 adopted	7 discussed 6 adopted
Resolutions approved	10	5	18
Right to Know Requests	60	74	100
Bid packages prepared	5	6	3
Certifications issued for settlements (re-sale and refinancing)	400	382	175
Number of utility bills mailed – solid waste (<i>includes reminders</i>)	4,150	4,101	4,109
Number of solid waste bills paid through the on-line WIPP	925	868	761
Number of liens collected – solid waste	2	2	20
Number of utility bills mailed - sewer	12,000	11,875	11,546
Number of sewer bills paid through the on-line WIPP	3,500	2,874	3,333
Number of liens collected - sewer	5	7	19
Utility payment processing - date of receipt to date processed <i>Peak time</i>	2 days	3 days	7 days (from home) 3 days (office)
Utility payment processing – date of receipt to date processed <i>Off peak</i>	1 day	1 day	1 day
Notary services provided	35	36	24

*As of 9/30/21

PERFORMANCE MEASURES*Township Goals Supported:*

- **Governance** Supports Supervisor's Priority - Governance
 - Significantly increase citizen understanding, access to, and participation in Upper Uwchlan Township local government by communicating with the public

- **Financial Operations** Supports Supervisor's Priority – Financial Mgmt

The Township shall maintain strong financial operations that is supported by strong, responsible fiscal policy as evidenced by the following results 100 percent of the time:

 - Maintains an Unrestricted Fund Balance in the General Fund of not less than 35% of general operating expenditures (prior to any transfers to other Funds)
 - Maintains the highest possible bond rating for the size of the Township (Aa/AA)
 - Township receives the Government Finance Officers Association (GFOA) Distinguished Budget Award
 - Township receives the Government Finance Officers Association Comprehensive Annual Financial Report award
 - Consistently produce high quality financial records which reduce annual audit costs

Governance*Increasing citizen involvement and communication via the Township's website*

	2020 Actual	2021 Estimated	2022 Projected
Total website visits	94,733	106,600	122,000
Year to year increase (%)	16.5%	12.5%	14.5%
Total individual page views	141,846	167,000	195,000
Year to year increase (%)	15.6%	17.7%	16.7%

Financial Operations*Maintaining highest possible municipal bond rating for Township's of our population*

	Expected Result	2020 Actual	2021 Actual	2022 Projected
Bond Rating	Aa/AA	Aa/AA	Aa/AA	Aa/AA

Maintaining Unrestricted Fund Balance in the General Fund

	Expected Result	2020 Actual	2021 Estimated	2022 Projected
Unrestricted Fund Balance		\$7,025,155	\$9,923,000	\$10,295,000
General Operating Expenditures		\$5,817,084	6,232,178	6,870,000
Fund balance as a percentage of operating expenses	>35%	120.8%	159.2%	149.8%

GFOA Distinguished Budget Presentation Award

The GFOA issues this award to municipalities whose budgets meet the highest principles of governmental budgeting. The Township first submitted its 2014 Budget to the GFOA and received the award that year and each subsequent year.

	Expected Result	2020 Actual	2021 Actual	2022 Projected
Number of consecutive years receiving the GFOA Budget Presentation Award	100%	100% (7 years)	100% (8 years)	100% (9 years)

Annual Audited Financial Statements

The Township set a goal of improving its annual financial statements by moving from the state-mandated DCED format to full GAAP statements and finally to the highest level of governmental financial reporting, a Comprehensive Annual Financial Report (Annual Report). The Township files the DCED report with the Commonwealth of Pennsylvania; beginning with December 31, 2016 and in each subsequent year, the Township has also prepared an Annual Report.

	Expected Result	2020 Actual	2021 Estimated	2022 Projected
<i>Audit year end:</i>		12/31/20	12/31/21	12/31/22
DCED report	1	1	1	1
Annual Report	1	1	1	1
Receive GFOA award for the Annual Report	100%	TBD 5 th year	6 th year	7 th year

Containment of Audit Costs

This measures the cost of all Township audits (Township, Municipal Authority, two pension plans and the Tax Collector audit) and the ability of the Finance department to contain those costs by preparing high quality financial statements and performing other tasks to assist the auditors.

(Note that the only costs reflected in the General Fund Budget are for the Township and Tax Collector audits. Due to the Tax Collector's resignation during 2020, 2019 was the last year that the Tax Collector audit was performed)

	Expected Result	2020 Actual	2021 Estimated	2022 Projected
<i>Audit year end:</i>	<i>12/31/21</i>	<i>12/31/19</i>	<i>12/31/20</i>	<i>12/31/21</i>
Number of audits performed	4	5	4	4
Total cost	\$40,300	\$45,500	\$38,450	\$40,300
% change from prior year	< 6.0%	9.4%	(15.3%)	4.5%

Note – The auditors increase their fees annually. For the year ended 12/31/19 the Township was required to have a federal Single Audit performed as a result of receiving more than \$750,000 in federal funds through DCED for the Park Road Trail.

GENERAL FUND**AUDIT****DESCRIPTION OF SERVICES PROVIDED**

The Township has several elected auditors who, at their option, may review the Township's annual financial statements. The Board of Supervisors annually appoints a firm of certified public accountants to perform an audit of the Township's financial statements. The firm of Barbacane, Thornton & Company LLP has provided audit services to the Township and the Upper Uwchlan Township Municipal Authority since 2009.

ACCOMPLISHMENTS IN 2021

- Audited the Township's financial statements for the year ended December 31, 2020 and assisted the Township in preparing and filing its Comprehensive Annual Financial Report ("CAFR") resulting in the Township receiving its fourth consecutive "Certificate for Excellence in Reporting" award from the GFOA
- Audited the Township's Police and Non-Uniform Pension Plans for the year ended December 31, 2020
- Performed an audit of the Tax Collector's records and procedures for the year ended December 31, 2020

GOALS FOR 2022

- Continue to provide audit services to the Township, Municipal Authority and the Township's two pension plans

2022 Budget Summary - Audit

	2022 Budget (12/31/21)	Actual 2021 (9/30/21)	2021 Budget (12/31/2020)	2022 Increase (Decrease)	Percentage Change
Audits	\$25,700	\$23,700	\$23,700	\$2,000	8.4%
Total	\$25,700	\$23,700	\$23,700	\$2,000	8.4%

Note: The audit fees for the two pension plans are paid by the respective plan; they are not included in the General Fund budget. The amounts shown are for the Township audit/CAFR and the audit of the Tax Collector.

Explanation of Major Changes

None

GENERAL FUND**TAX COLLECTION****DESCRIPTION OF SERVICES PROVIDED**

Until early in 2020, the Township had an elected Tax Collector who collected the township property taxes for Upper Uwchlan Township. The Tax Collector is responsible for mailing the tax bills, collecting the receipts, maintaining records of each property owner's payment status, remitting tax payments to the Township and filing monthly reports of his collections with the Township Treasurer. The tax collector provides the Township with a monthly list of refunds due to property owners due to overpayments. The Township remits refunds to property owners.

On August 17, 2020, the Board of Supervisors unanimously approved appointing the Chester County Treasurer's Office as the township's Deputy Tax Collector effective January 1, 2021. The County is fulfilling all the normal duties assigned to the Tax Collector and also serves in this capacity for other municipalities within Chester County.

ACCOMPLISHMENTS IN 2021

- Provided information to the residents of the Township via the Township newsletter concerning tax collections and frequently asked questions
- Smoothly transitioned real estate tax collection efforts to the Chester County Treasurer's Office effective January 1, 2021

GOALS FOR 2022

- Monitor the work of the County in providing real estate tax collections for our residents

Staffing Statistics – as of the end of each year presented

	2022	2021	2020*
Tax collector	-	-	1
Total	-	-	1

*The tax collector was not an employee of the Township and did not receive any medical or other benefits.

2022 Budget Summary – Tax Collector

	2022 Budget	Actual 2021 (9/30/21)	2021 Budget	2022 Increase (Decrease)	Percentage Change
Personnel related expenses	-	\$1,000	-	-	(100.0%)
Chester County Treasurer	\$12,500	13,860	\$8,500	\$4,000	47.1%
All other	400	400	-	400	100.0%
Total	\$12,900	\$15,260	\$8,500	\$4,400	51.8%

Explanation of Major Changes

Effective January 1, 2021 the Township hired Chester County to perform the real estate tax collection duties previously handled by an elected Tax Collector. The County was unable to bill the hydrant taxes on the same bill as the real estate taxes in 2020 which increased the costs in 2021. The County has informed the Township that the issue has been resolved and all Township real estate taxes will be included in one mailing in 2022.

Personnel related costs in 2021 were attributable to compensation for the former Tax Collector who was a consultant during the first few months of 2021.

STATISTICS

	2022	2021*	2020
Tax bills mailed	4,500	4,339	4,149
Tax bills processed	Not available	Not available	4,335
Certifications issued	Not available	Not available	592
Liens filed at year end	Not available	Not available	N/A

*As of 9/30/21

GENERAL FUND**LEGAL****DESCRIPTION OF SERVICES PROVIDED**

The Township has several outside law firms that provide legal services to the Township as needed. Some legal expenses incurred by the Township are reimbursed by the developer or resident that is requesting approval on land development projects.

ACCOMPLISHMENTS IN 2021

- Not applicable

GOALS FOR 2022

- Not applicable

Staffing Statistics – as of the end of each year presented

	2022	2021	2020
None			
Total			

2022 Budget Summary – Legal

	2022 Budget	Actual 2021 (9/30/21)	2021 Budget	2022 Increase (Decrease)	Percentage Change
Legal - reimbursable	\$10,000	\$7,875	\$10,000	\$ -	0.0%
Legal – non reimbursable	45,000	42,751	40,000	5,000	12.5%
Contracted services	5,000	-	5,000	-	0.0%
Total	\$60,000	\$50,626	\$55,000	\$5,000	9.1%

Explanation of Major Changes

Contracted services consists of legal services other than that provided by the Township's solicitor. The budget for 2022 was increased based on actual costs in 2021.

GENERAL FUND**TECHNOLOGY****DESCRIPTION OF SERVICES PROVIDED**

This department includes the services of outside consultants who provide technical assistance to the Township as well as the firms who host our website and other programs. It also includes purchases to upgrade computers for various departments in the Township. Computers and related equipment are generally expensed since the cost is under the capitalization threshold.

ACCOMPLISHMENTS IN 2021

- Continued technology replacement program
- Made necessary adjustments to the CENTRACS traffic signal server system
- Installed new SMART Board, provided by the County for Emergency Services purposes, in Township Conference Room; trained staff and EMPC volunteers on the technology
- With the assistance of the Technology Advisory Board (TAB), explored audio/visual (A/V) system options to make meeting room functional for robust hybrid meetings

GOALS FOR 2022

- Continue technology replacement program
- Ongoing improvements and maintenance to mission critical systems such as the traffic signal server and redundant infrastructure
- Select and install hybrid meeting A/V system
- Purchase and deploy ArchiveSocial software to archive social media platforms

2022 Budget Summary – Computer

	2022 Budget	Actual 2021 (9/30/21)	2021 Budget	2022 Increase (Decrease)	Percentage Change
Software & supplies	\$75,280	\$54,550	\$75,280	-	0.0%
Hardware	16,000	7,636	6,000	\$10,000	166.7%
Website	6,000	6,059	6,000	-	0.0%
Contracted services	62,720	35,303	54,200	8,520	15.7%
Total	\$160,000	\$103,548	\$141,480	\$18,520	13.1%

Explanation of Major Changes

Changes include standard increases in contracts and anticipated equipment replacements per the schedule. In addition, this fund includes expenditures for the purchase and install of a hybrid A/V system and the purchase of a contract with ArchiveSocial to archive and store all social media platform data for compliance with retention policies, in anticipation of records requests, and for the purpose of historical recordkeeping.

GENERAL FUND

ENGINEERING

DESCRIPTION OF SERVICES PROVIDED

This department includes the services of outside consultants who provide technical assistance to the Township for engineering and traffic engineering services.

ACCOMPLISHMENTS IN 2021

- Continued coordination with the Pennsylvania Turnpike, PennDOT, and the Chester County Planning Commission (CCPC) on the planned widening of the Turnpike and its potential impacts on the Township's roadway and pedestrian networks
- Managed construction of Phase IV of the Park Road Reconstruction and Pedestrian Trail Installation project (Hickory Park to the Marsh Creek State Park)
- Ongoing construction inspections in various sub-divisions (Byers Station – Parcel 5C, Townes 270-290 Park Road, Reserve at Chester Springs, Chester Springs Crossing, Preserve at Marsh Creek, Marsh Lea, Eagleview Lot 1C)
- Pre-dedication inspections (wastewater infrastructure) completed at Byers Station – Ewing
- Assisted with close out of Township Building Expansion project
- Reviewed 4 sub-division and/or land development plans
- Reviewed 2 conditional use applications
- Ongoing assistance regarding the Sunoco Mariner II/III gas pipeline expansion and/or upgrade projects
- Continued to update Townships GIS data
- Coordinated MS4 Stormwater Permit renewal

GOALS FOR 2022

- Monitor and assist with ongoing gas pipeline expansion or repair projects
 - Sunoco Mariner II and III
- Ongoing construction inspections at new residential construction sites
- Review of design and engineering of Phase III of the Route 100 WWTF
- Project Management of Phase III of the Route 100 WWTF
- Ongoing coordination with McKee, Sunoco, and PennDOT specific to roadway improvements and a traffic signal to be located at Little Conestoga Road and Milford Road
- Coordination of Phase III of the Water Resource Protection Program development
- Design and engineering of stormwater improvements specific to basin naturalization and the installation of a water quality basin at Upland Farms
- Sub-division and land development reviews, as needed

Staffing Statistics – as of the end of each year presented

	2022	2021	2020
None			
Total			

None – outside consultants provide engineering services to the Township

2022 Budget Summary – Engineering

	2022 Budget	Actual 2021 (9/30/21)	2021 Budget	2022 Increase (Decrease)	Percentage Change
Engineering – reimbursable Conditional Use	\$25,000	\$6,034	\$25,000	-	0.0%
Reimbursable Engineering	75,000	16,622	75,000	-	0.0%
Engineering – non reimbursable	30,000	52,251	30,000	-	0.0%
Traffic engineering	25,000	9,219	25,000	-	0.0%
ARPA Projects	618,752	-	-	\$618,752	100.0%
All other	14,500	-	14,500	-	0.0%
Total	\$788,252	\$84,126	\$169,500	\$618,752	365.0%

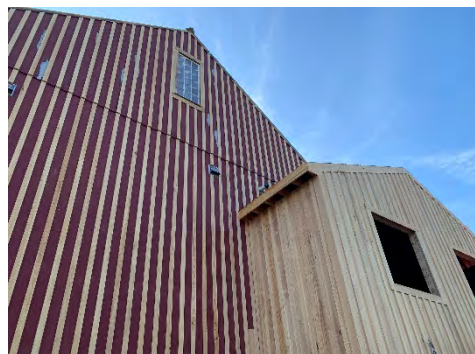
Explanation of Major Changes

None

GENERAL FUND

TOWNSHIP PROPERTIES**DESCRIPTION OF SERVICES PROVIDED**

This department includes the costs of operating and maintaining the four Township owned buildings: the Township Administration and Police Building located at 140 Pottstown Pike; the Public Works garage and office located at 132 Oscar Way, the Milford Road storage building, and the Upland Farm Barn Community Center, all located in Chester Springs, PA.



Renovations to the Barn at Upland Farm include a small addition to the second floor.

ACCOMPLISHMENTS IN 2021

- Construction on the Barn at the Upland Farm Park began in the spring, and it is expected to be completed by the end of the year.
- Repair and upgrades to the Public Works building included the installation of garage door lifts and new security gates.

GOALS FOR 2022

- Complete final punch list and associated work related to the Barn at Upland Farm Park.
- Manage the completion of stabilization work on the Farmhouse at Upland Farm Park.

Staffing Statistics – as of the end of each year presented

	2022	2021	2020
None			
Total			

The Public Works Department – Facilities Division provides maintenance for buildings and grounds as needed for all Township properties

2022 Budget Summary – Township Properties

	2022 Budget	Actual 2021 (9/30/21)	2021 Budget	2022 Increase (Decrease)	Percentage Change
Public Works building	\$77,396	\$41,412	\$81,515	(\$4,120)	(5.1%)
Township building	98,636	60,885	96,051	2,585	2.7%
Milford Road building	10,091	7,014	9,536	555	5.8%
Total	\$186,123	\$109,311	\$187,102	(\$979)	(0.5%)

Explanation of Major Changes

None.

GENERAL FUND

POLICE DEPARTMENT



MISSION

The mission of the Police Department is to work in a true partnership with its fellow citizens to enhance the quality of life in our community. By raising the level of public safety through law enforcement, the Police Department reduces the fear and incidence of crime. In accomplishing these goals, service will be our commitment, honor and integrity our mandate.

DESCRIPTION OF SERVICES PROVIDED

The Police department is headquartered at the Township Building in Chester Springs, Pennsylvania. The following services are provided:

Chief of Police

- The Chief of Police plans, organizes and administers a public safety program.
- The Chief of Police has the authority and responsibility for management, direction, planning, staffing, performance, and control of the operation and administration of the Township Police Department.
- Directs functions at all Township events. Serves as the Incident Commander at the scene of all police related incidents.

Police Officers

- The basic obligations of the Department are to protect life and property and all the rights guaranteed by the United States Constitution and the Commonwealth of Pennsylvania's Constitution.
- Prevent abuse and injury whenever possible; to preserve the peace and maintain order; to control crime, apprehend offenders and to enforce the law.

ACCOMPLISHMENTS IN 2021

- Police operations enhanced using performance benchmarking
- Proactive with community-oriented policing
 - Business community
 - Religious community
 - Sports organizations
 - Homeowners' Associations
- Customer service focused
- Reviewed police operations in new facility
- Participation in regional services to provide cost effective specialty services

- Maintained high levels of service during COVID-19
- Prescription drug take-back program
- Vehicle operations training, firearms, use of force, incident command and de-escalation training
- Use of social media (Facebook)
- Recognition by the Government Finance Officers Association for budgetary practices
- Records being transferred from paper to digital
- Emergency Services (Fire, EMS) Partnership
- Community Public Safety Programs
- Employee development program
- COVID-19 operations (employee and public practices)
- New staffing trained and on patrol



Police Department Outreach Activities



Community Outreach Activities

GOALS FOR 2022

- Continue to follow customer service-based philosophies and practices
- Continue with Risk Management Team Assessments
- Continue to utilize benchmarking data to address personnel and the department's overall performance
- Attempt to enlist more participants in the Community Assistance Personnel Services Program
- Evaluate community demographics and provide training as needed
- Records purging
- Continue to transfer paper records to digital electronic storage
- Continue use of social media to communicate with residents
- Continue fiscal practices identified by the Government Finance Officers Association
- Employee Development Program
- Continue Public Safety Presentations/Community Outreach Programs

- Continue Accreditation procedures (3-year assessment in Spring of 2022)
- Quality of Life Programs
- Harness emerging technologies
- Continue with culture of community “Guardianship”

Staffing Statistics – as of the end of each year presented

	2022	2021	2020
Full time:			
Police Chief	1	1	1
Lieutenant	1	0	0
Corporal	2	2	2
Detective	1	1	1
Officers	10	8	8
Part time:			
Officers	0	3	1
Admin Assistant	1	1	1
Total FTE's	15.00	13.75	12.75

Each part-time officer is considered .50 FTE. The administrative assistant works approximately twenty hours per week and is counts as .50 FTE.



Police respond to a variety of non-law enforcement incidents



Police are always the first on the scene of emergencies for everyone's safety.

2022 Budget Summary – Police Department

	2022 Budget	Actual 2021 (9/30/21)	2021 Budget	2022 Increase (Decrease)	Percentage Change
Personnel and related expenses	\$2,577,620	\$1,709,183	\$2,230,385	\$347,234	15.6%
Vehicle costs	68,000	39,137	60,000	8,000	13.3%
Insurance – liability & property	14,899	11,416	15,221	(322)	(2.1%)
All other	118,500	70,109	107,890	10,610	9.8%
Total	\$2,779,019	\$1,829,845	\$2,413,496	\$365,522	15.1%

Explanation of Major Changes

The department uses the ATV on the trail system to meet residents and hand out giveaway items.

Personnel and Related Expenses

The Upper Uwchlan Township Police Association has a three-year contract that runs from January 1, 2020 to December 31, 2022. It includes salary increases of 3% in each of the three years. The newest full-time member of the department, hired in 2019, receives slightly higher percentage increases each year for the first five years until he reaches the same pay level as the other officers.

The 2022 Budget includes three additional full-time officers and a potential promotion of one officer to the position of Lieutenant.

One police vehicle is replaced each year; it is expected that an additional vehicle will be required in 2022 which increased the capitol budget.

STATISTICS*Police Incidents*

	2022	2021*	2020
Police incidents	Unknown	8,120	13,740
Radio		1,074	1,954
Sight		562	908
Person		113	204
Headquarters		5,301	9,509

*As of 7/31/21

Sworn Full Time Equivalent (FTE) Employees per Population

The ratio of sworn full time equivalent (FTE) employees to each 1,000 residents

	2022	2021	2020
Sworn FTE's	1.0	1.00	1.00

Population 12,275 (Census 4/21/20)

Reported Crimes and Arrests

	2022	2021*	2020
Reported Crimes Part 1 & 2	Unknown	117	146
Arrests		28	59
Crimes per 1,000 residents		9.5	12.6

*As of 7/31/21

Traffic Safety - Police Traffic Enforcement

	2022	2021*	2020
Traffic stops	Unknown	1,255	1,815
Verbal & Written Warnings		976	1,106
Citations		804	1,426

*As of 7/31/21

Traffic Crashes – Highway traffic accidents

	2022	2021*	2020
Vehicle accidents	Unknown	81	123

*As of 7/31/21



Officers take every opportunity to reach out to the members of the community to fulfill the mission of the police department

PERFORMANCE MEASURES

Township Goals Supported:

- Health, Safety and Quality of Life
 - Provide customer-based, proactive, law enforcement services
 - Continue support of police accreditation to ensure constitutionally based policing
 - Participation and dissemination of information via various social media outlets

	Expected Result	2022	2021	2020
<i>Years the Police Department has been accredited by the Pennsylvania Police Chief's Association</i>	7	7	6	5
<i>Years the Police Department has used Facebook to share information with residents and others</i>	10	10	9	8
<i>Quality of Life Initiative Programs</i>	7	7	6	5
<i>Community Based Policing Programs</i>	7	7	6	5
<i>Community Crisis/De-escalation initiatives</i>	4	4	3	2
<i>Biased Base Policing Monitoring</i>	7	7	6	5
<i>Community Diversity Training/Initiative</i>	7	7	6	5

GENERAL FUND

CODES DEPARTMENT

MISSION

The mission of the Codes Department is to ensure the safety of Township residents through compliance with the Uniform Construction Code, the Township Property Maintenance Code and the Storm Water Management ordinance.

Zoning ordinances regulate use, densities, and locations of activities in the Township. The Codes Enforcement Officers enforce municipal ordinances and ensures safe building standards. The Codes Department uses the township engineer to inspect and regulate development projects in accordance with the Township Subdivision and Land Development Ordinance and the Municipalities Planning Code (MPC).

DESCRIPTION OF SERVICES PROVIDED

The Building/Codes Department is headquartered at the Township Building in Chester Springs, PA. The following services are provided:

- Residential and commercial building permits – review, inspect and issue approvals as appropriate
- Address zoning issues and attend meetings of the Zoning Hearing Board as necessary
- Participates as a member of the Township Safety Committee
- Coordinate the Annual Block Party (*Administrator*)
- Provides first impression that people have of the Township, greeting visitors and residents in person or on the phone (*Administrator*)
- Editor of the Township Bi-Annual Newsletter (*Administrator*)
- Assists Emergency Management Planning Commission (*Administrator*)
- Issues certifications to Lenders on property Sales/Refinance (*Administrator*)
- Notary services for stormwater management (*Administrator*)



The Enclave at Chester Springs, a newly constructed Townhome community, is located in the Village of Eagle.

ACCOMPLISHMENTS IN 2021

- Maintained Stormwater Management Standards on new projects
- Implemented Stormwater and Alternative Energy ordinances
- Managed the construction of the Meadowcreek open cut pipeline project and homeowner concerns/ complaints
- Managed TC Energy sinkhole remediation and walking trail restoration at St. Elizabeth's and Fellowship Rd.
- Managed Font Road Aqua water main installation and paving project

- Involvement in Upland Farms Barn renovation and farmhouse structural analysis and repairs
- Coordinated dedication of Townes at Chester Springs
- Coordinated dedication of Preserve at Marsh Lea
- Earned CEUs to maintain UCC licensing
- DVIT Leadership Development training for Kathi
- Coordinate and Maintain Toys for Tots Holiday collection site
- Inspection of housing construction and site work at the Enclave, Chester Springs Crossing, Villages at Chester Springs, and Preserve at Marsh Creek

GOALS FOR 2022

- Continue enforcement of the Property Maintenance Code
- Continue Coordination with Sunoco on Mariner II and Mariner III projects
- Implement a Fire Inspection program
- Continue to work with the Storm Water Technical Advisory Committee
- Coordinate a Water Resource Protection Program
- Continue to review and revise Township fee schedule relating to permits
- Continue to utilize the TRAISR program as intended
- Continue to revise permit applications to make them more user friendly for residents
- Attain part time administrative assistance
- Continuing education regarding adoption/ enforcement of 2018 ICC Codes

Staffing Statistics – as of the end of each year presented

	2022	2021	2020
Full time:			
Codes Department Administrator	1	1	1
Building Inspector	1	1	1
Administrative Assistant	1	1	1
Total	3.00	3.00	3.00



The Preserve at Marsh Creek, a 55+ community located along Milford Road, includes multi- and single-family homes by both McKee Builders and Toll Brothers.

2022 Budget Summary - Codes

	2022 Budget	Actual 2021 (9/30/2021)	2021 Budget	2022 Increase (Decrease)	Percentage Change
Personnel and related expenses	\$350,294	\$239,506	\$332,799	\$17,495	5.3%
All other	19,430	7,478	17,902	1,528	8.5%
Total	\$369,724	\$246,984	\$350,701	\$19,023	5.4%

Explanation of Major Changes**Personnel and related expenses**

All non-uniform personnel are budgeted for a 3% salary increase in 2022. Medical insurance costs are expected to increase.

STATISTICS

	Projected 2022	2021*	Actual 2020
Building permits issued - residential	600	709	637
Building inspections - residential	3,300	3,910	1,986
Building permits issued - commercial	40	45	56
Building inspections - commercial	220	248	368
Re-sale Use & Occupancy permits issued	200	185	175
Re-sale Use & Occupancy inspections	210	**190	202
Residential refinance requests – trash & sewer lien info	200	197	117
Number of Zoning Hearings conducted	3	2	3

*As of 9/30/2021

**Reduction of Resale U&O inspections due to COVID19 Pandemic

PERFORMANCE MEASURES***Township Goals Supported:***

- Health and Safety
 - Maintain the quality of life and the health, safety, and welfare through the administration of all applicable codes, regulations, and standards to include, but not

limited to: Township codes, building codes, the property management code and the International Fire Code.

- Thriving Local Economy
 - Encourage economic vitality through appropriate zoning, land development and infrastructure improvement

Code Enforcement: Inspector Response to Permits Issued

Average inspections per workday; number of inspections performed (does not include electrical inspections performed by third party electrical underwriters)

	Expected Results	Projected 2022	2021*	Actual 2020
Number of permits issued	640	640	754	693
Average inspections per workday**	15.2	15.2	18	16.5
Permits issued per 1,000 residents	52	52	61	56

*As of 9/30/21

** Average inspections per permit = 5.50 inspections

Code Enforcement: Costs per parcel

Direct costs of the Code Department relative to the number of parcels in the Township. (Fringe benefits and pension costs are excluded)

	Expected Results	Projected 2022	2021*	Actual 2020
Codes Department direct costs	\$304,333	\$304,333	\$188,696	\$279,363
Cost per parcel	\$62.26	\$62.26	\$38.60	\$58.62

*As of 9/30/21

Code Enforcement: Contribution to offset Department Costs

The fees charged by the Township help to offset the costs of running the department

	Expected Results	Projected 2022	2021*	Actual 2020
Building Codes fees received	\$500,000	\$500,000	\$594,856	\$690,626
Average contribution per permit	\$781.25	\$781.25	\$788.93	\$996.57

GENERAL FUND**PLANNING AND ZONING****DESCRIPTION OF SERVICES PROVIDED**

This department includes the costs of updating the Township's Comprehensive Plan and ordinances, zoning hearing costs (including legal fees and court reporter fees), Act 209 planning costs, and Village Concept expenses.

ACCOMPLISHMENTS IN 2021

- The following ordinances or ordinance amendments were *adopted* (4):
 - Outside storage tanks
 - Reserve at Chester Springs speed limit
 - Establish an Environmental Advisory Council
 - Review the Verizon Franchise Agreement
- Two (2) Zoning Hearings conducted

GOALS FOR 2022

- Seek Chester County Vision Partnership Program (VPP) grant funding to facilitate a review of the Trails Master Plan
- Begin the process of updating the Comprehensive Plan
- Creates a Zoning Ordinance Review Committee to review the Township's current ordinances with the following goals:
 - Ensure retail, commercial and adjoining residential uses are compatible
 - Encourage retail and commercial uses within Upper Uwchlan Township as appropriate
 - Evaluate permitted uses in all Zoning Districts against up-to-date technologies used in various retail, commercial, and industrial sectors

2022 Budget Summary – Planning and Zoning

	2022 Budget	Actual 2021 (9/30/21)	2021 Budget	2022 Increase (Decrease)	Percentage Change
General Planning	\$78,500	\$5,635	\$28,500	\$50,000	175.4%
Village Concept	1,000	-	1,000	-	0.0%
Zoning	9,800	-	9,800	-	0.0%
Total	\$89,300	\$5,635	\$39,300	\$50,000	127.2%

GENERAL FUND

PUBLIC WORKS DEPARTMENT

MISSION

The mission of the Public Works Department is to serve the residents of Upper Uwchlan Township by maintaining the public roadways and township parks for the safe and efficient use. The Public Works department also maintains the infrastructure and facilities owned and operated by the Upper Uwchlan Township Municipal Authority.

Township expenses associated with the operation of the wastewater system are charged back to the Municipal Authority and are shown as revenue under the description "Municipal Authority Reimbursement".

DESCRIPTION OF SERVICES PROVIDED

The Public Works Department is located at 132 Oscar Way in Chester Springs, about a half mile from the Township building. The department is responsible for the maintenance and repair of the following:

- Roadways
- Storm water infrastructure
- Traffic signals
- Roadway signage
- Open space parkland
- Athletic facilities
- Wastewater pump stations and treatment plants
- Drip/spray fields
- General township facilities



Street Sweeping on Krauser Road

ACCOMPLISHMENTS IN 2021

- Performed over 44 road repairs and in-house asphalt repairs, using approx. 100 tons of asphalt
- Performed major base repair and in-house asphalt repairs on Ivystone Drive using approx. 160 tons of asphalt
- Performed major base repairs and in-house asphalt repairs on Ticonderoga Blvd. using approx. 208 tons of asphalt
- Repaired or rebuilt 17 inlets (*as of September 2021*)
- Corrected ongoing stormwater issue at the intersection of North Reeds & Davenport. Installed 100' of 10" pipe. Removed problem organics. Covered with geo textile fabric. Created a swale to divert water from the road.
- Replaced one 32' x 15" stormwater pipe in front of 19 Bryan Wynd
- Replaced one 32' x 15" stormwater pipe at the intersection of Fox Chase & Rabbit Run
- Repaired and resurfaced 3.39 miles of roadway
- Responded to 900 PA One call tickets (*as of September 2020*)
- Continuously performed roadside mowing throughout the Township – 16.9 miles
- Mowed and maintained all Township owned facilities:
 - Parks; Municipal Authority pump stations, sewer plants, spray and drip fields, manholes and spray heads; Public Works garage; Township Building; covered bridge; and Upland Farms throughout the year, a total of 154.5 acres
- Called out eight times for snow or ice removal and other storm related issues
- Cleaned out approximately 1,950 inlets throughout the year
- Performed street sweeping on approximately 238 lane miles
 - This includes street sweeping during the winter months to collect excess cinders to recycle and reuse during future storm events
 - At the completion of the winter season, street sweeping was performed to collect salt, cinders and debris
 - Street sweeping was also performed at various times throughout the year to clean out storm drains and to collect leaves and other miscellaneous debris
- Managed trash and recycling toter program
 - Delivered trash and recycling toters to approximately 100 newly constructed homes (*as of September 2021*)
 - Repaired or replaced approximately 83 trash and recycling toters that were damaged (*as of September 2021*)
 - Swapped out approximately forty 64-gallon Recycling toters with larger 96-gallon and delivered thirteen additional recycling toters to increase recycling in the Township (*as of September 2021*)
- Worked with the Township Secretary to prepare bid contracts for road milling and resurfacing, line painting, various road materials and snow removal
- Repaired and replaced 35 signs that were not up to MUTCD standards
- Performed intersection trimming to allow for sight distance
- Tree trimming along streets to accommodate plow vehicles, delivery trucks, school busses, and trash trucks
- Performed 34 State inspections and over 90 repair and maintenance services on Township owned vehicles and equipment



Ivystone Drive Trench Repair August 2021

GOALS FOR 2022

- Continue to perform our duties in a professional and effective manner
- Attend training sessions and continuing education courses to help employees refresh and enhance their knowledge
- Repair and resurface 3.5 miles of roadway
- Recycle old asphalt to make pothole patching a permanent fix – to avoid multiple repairs with cold patch
- Respond effectively to PA One call requests
- Continue to respond to emergencies in less than an hour
- Continue Storm Water Management rehabilitation work
- Asset mapping
 - Storm water basins
 - Signs

Staffing Statistics – as of the end of each year presented

	2022	2021	2020
Full time:			
Director	1	1	1
Road foreman	1	1	1
Skilled road worker	4	4	4
Facilities - Wastewater	1	1	1
Facilities - Parks	2	2	2
Administrative Assistant	1	1	-
Seasonal *	5	5	5
Part-time:			
Administrative assistant	-	-	1
Total FTE's	12.0	12.0	11.2

*Seasonal employees are hired for the warmer months – generally from April to October. Although seasonal employees are budgeted for 6 months, the seasonal employees traditionally return to college at the end of August, therefore the actual employment time is frequently less. The part-time administrative assistant counted as .60 FTE in 2020. The position became full-time in 2021.



Seabury Base Repairs April 2021

2022 Budget Summary – Public Works Department (including Facilities Division)

	2022 Budget	Actual 2021 (9/30/21)	2021 Budget	2022 Increase (Decrease)	Percentage Change
Personnel and related expenses	\$1,030,822	\$731,836	\$1,017,389	\$13,433	1.3%
Vehicle costs	80,093	58,899	70,841	9,252	13.1%
Insurance – liability & property	4,564	3,289	4,383	181	4.1%
Road resurfacing	274,333	195,000	274,333	-	0.0%
Signs	6,000	4,078	6,000	-	0.0%
Signals	35,200	9,745	35,200	-	0.0%
All other	146,925	81,169	143,180	3,745	2.6%
Labor allocation	(227,983)	(152,597)	(223,653)	(2,330)	1.0%
Total	\$1,351,954	\$931,419	\$1,327,673	\$24,281	1.8%

Explanation of Major Changes**Personnel and related**

All non-uniform personnel are budgeted for a 3% salary increase in 2022.

Road Resurfacing

The Township performs road resurfacing each year and spends approximately \$450,000 annually. The costs are generally shared between the General Fund (under the Public Works department) and the Liquid Fuels Fund.

Allocations of labor to the parks

The Township assigns labor costs to the Parks to show the full cost of operating the five Township parks. It includes all personnel costs: salaries, employer portion of Social Security taxes (FICA), overtime, pension expense, medical and dental insurance and Worker's Compensation insurance.

STATISTICS

	2022	2021	2020
Roadways	59.53 miles	59.53 miles	58.93 miles
Storm water mains	34.12 miles +	34.12 miles +	34.12 miles
Storm water inlets	1,713	1,713	1,713
Storm water basins	5 (township owned)	5 (township owned)	5 (township owned)
Traffic signals	12	12	12
Parks	5	5	5
Trails maintained	9.83 miles	9.83 miles	9.83 miles
General Township Facilities (Township building, PW building and Milford building)	3	3	3
Drip/spray fields	24	24	24
Acres of drip/spray fields	107.33 acres	107.33 acres	107.33 acres
Treatment plants	8	8	8
Pump stations	15	15	15
Sanitary main	41.42 miles +	41.42 miles +	41.42 miles +
Spray heads	1,452	1,452	1,452
Miles of roadway paved	3.50 miles	3.39 miles	3.06 miles
Roadway signs replaced	50	35	100
Arrows & legends repainted	40	37	99
<u>Roadway painting:</u>			
White line freshened	27 miles	27 miles	27 miles
Double yellow lines freshened	17 miles	17 miles	17 miles
Acres of grass to mow	166.45	166.45	166.45
<u>Inspections conducted:</u>			
Wastewater treatment facilities	390	390	390
Township parks	60	60	60
In-depth roadway	10	10	10



Pipe Replacement at the intersection of Fox Chase & Rabbit Run

PERFORMANCE MEASURES

Township Goals Supported:

- Public Safety Supports Supervisor's Goal – Public Safety
 - Protect and preserve investment in public facilities
- Economy Supports Supervisor's Goal – Economy
 - Maintain vehicular and pedestrian networks

Road Rehabilitation

The cost per lane mile to pave and patch Township roads. (asphalt overlay)

	2022	2021	2020
Total lane miles	7.0	6.78	6.06
Total cost	Unknown	\$408,491	\$381,947
Cost per lane mile	Unknown	\$60,249	\$63,028

Responsiveness

Responding to emergency calls that affect roads, trails in less than one hour.

	Expected Result	2022 Projected	2021 Actual	2020 Actual
Percentage of time that Public Works personnel responded in less than one hour	90%	100%	100%	No data available

Snow and Ice Control

Total miles and per capita cost (includes overtime wages, benefits, contracted labor and snow and ice control supplies) for snow and ice control. This includes State roads that are under a snow agreement with the Township.

	2022	2021	2020
Total snow/ice events	Unknown	8	3
Total lane miles	119.06	119.06	119.06
Total cost	Unknown	\$82,913.34	\$16,062
Tons of snow/ice removal product	Unknown	878.87	235.55
Cost per lane mile	Unknown	\$696.40	\$134.90



New Public Works 2021 GMC 2500

GENERAL FUND

TOWNSHIP PARKS and TRAILS

DESCRIPTION OF SERVICES PROVIDED

Upper Uwchlan Township currently operates and maintains three active recreational parks: Hickory Park, Fellowship Fields, and Larkins Field with a total of ten 10 active recreational fields. Upland Farms, a 56-acre park just north of the Village of Eagle, provides space for passive recreation and both paved and natural trails. Eagle Crossroads, a trailhead and small plaza in the Village of Eagle just north of the Township Building, was added to the park system in 2018. The Township also maintains paved trails throughout that Township that connect many residential areas to Eagle Village and to recreational facilities.

2021 HIGHLIGHTS

COVID-19 Impact on Parks and Facility Use – The continued concerns about the COVID-19 pandemic had a smaller impact on park use in 2021 than the year prior. As the global scientific community learned additional information about virus transmission, it became clear that outdoor activities posed a much smaller risk of infection than time spent indoors. Local sports groups – including GEYA Little League Baseball and Soccer, Marsh Creek Eagles Football and Cheer, and Downingtown Rugby – held spring and fall seasons at Hickory Park, Fellowship Fields, and Larkins Field.

Fellowship Fields Artificial Turf Field – An artificial turf field was first installed at Fellowship Fields in 2011. After 10 years, the field had reached the end of its useful life. The Township put out a request for proposals to replace the field, and construction began in the summer.



The new artificial turf field is lined for both football and soccer and is usable for a variety of sports and activities.

Annual Block Party – With the ongoing concerns about large group gatherings in light of COVID-19, the Annual Block Party was cancelled for the second year in a row.

Upland Farm Barn Renovation – Construction on the Barn at Upland Farm Park began in the early summer. The long-awaited renovations to the Barn include the construction of classrooms, upgrades to the large meeting space, new entryway doors, a scenic porch, and bathrooms that will serve the park as a whole.

At their meeting on April 19, the Board of Supervisors awarded \$2,069,565 in contracts for this work, which includes the installation of new water and sewer lines to the park.



Early in the year, the historic corncrib adjacent to the Barn was restored with fresh coat of paint, replaced slats, and a new roof.



Renovations to the Barn include a new standing seam roof, installed in October.

The Upland Farm Advisory Committee (UPFAC) began developing concept plans for the renovation and function of the Barn as a community space in 2011. Architectural designs for the renovation were developed at the time by the firm Archer & Buchanan, who reviewed and updated these plans in preparation for the 2021 request for bids. The General Contractor on the job was Uhrig Construction. A grand opening celebration is planned in conjunction with the “Light Up Upper Uwchlan” Tree Lighting event in late November.

Trails – In August, a section of the trail adjacent to St. Elizabeth’s Parish was temporarily closed so that TC Energy could conduct maintenance in the pipeline right-of-way in the area. The maintenance work also served to correct some earth settlement that had taken place beneath the trail in the area.

The Township continues toward its goal to connect the Windsor Ridge neighborhood to the larger trail system. To that end, feasibility discussions and planning conversations took place in 2021. Several options were explored by the Township traffic consultant. More feasibility studies and design work are planned for 2022.

Park and Recreation Board Accomplishments

Support of DARC - The Downingtown Area Recreation Consortium (DARC) offers a variety of recreation events, camps, and programs at a reduced rate for residents of participating municipalities, including Upper Uwchlan Township. One member of the UUT Park and Recreation Board also serves as a member of the DARC Board.

A long-term goal of the Park and Recreation Board has been to bring DARC programming north in their service area to Upper Uwchlan. Efforts toward this goal continued in 2021, with art workshops and youth “Soccer Shots” programming held at Upper Uwchlan Park facilities again this year. Now that classroom space has been constructed on the first floor of the Barn at Upland Farm, the Board hopes that more DARC programming can be held in the Township.



Supervisor Sandy D'Amico accompanied the Easter Bunny along the parade route.



Easter Bunny on Parade – Instead of an egg hunt, a new special COVID-safe event was developed for Easter this year. The Easter Bunny hitched a ride with local fire companies and distributed bags of candy-filled eggs and other Easter goodies to Township children. The Park and Recreation Board was pleased to partner with Lionville Fire Company, Glen Moore Fire Company, Ludwig's Corner Fire Company, and East Brandywine Fire Company for this event.

Movies in the Park – Following the popularity of the drive-up movie nights held in 2020, the Park and Recreation Board was excited to host a series of four outdoor Movies in the Park in Hickory Park in the summer. Attendance approximated 50+ people at each event. An inflatable screen was rented for the events.

Films were selected via a social media poll and included: *How to Train Your Dragon*, *The Goonies* for a “Throwback Night,” *Spider-Man: Homecoming* for “Superhero Night,” and *Inside Out*.



In August, attendees were treated to a rainbow before the feature presentation at movie night at Hickory Park!

Trunk-or-Treat – Partnering with the Upper Uwchlan Police Department, the Parks and Recreation Board participated in the first ever Township sponsored Trunk-or-Treat event. Held at Hickory Park on October 30, this event invited families to bring decorated cars from which to distribute and collect candy. The event will also include outreach by local emergency service organizations.

5th Annual Tree Lighting and Light Up Upper Uwchlan – The Park and Recreation Board plans to light the tree at Upland Farms for the fifth consecutive year on the Saturday after Thanksgiving. This will likely be a pared down event due to COVID, but will include fireworks, as the pyrotechnic show was a big hit in 2020. For the second year, the Tree Lighting will be branded as “Light Up Upper Uwchlan,” and the Board is encouraging residents to decorate their own homes with lights throughout the community.

ACCOMPLISHMENTS IN 2021

(Performed by Public Works – Facilities Division)

- Continued turf management on the Township’s three active recreational parks - ten (10) fields
- Ongoing maintenance at all park facilities
- Cleaned up the walking trails – throughout the year
- Assembled and stained 5 new picnic table for Upland Farms
- Installed new volleyball nets and pads at Hickory Park
- Replaced press box door 4 times at Hickory Park due to vandalism
- Repaired press box roof at Hickory Park
- Cleaned everything out of Upland Farms barn in preparation for the construction project
- Painted the playground equipment at Hickory Park
- Replaced soccer nets at Fellowship Fields
- Assisted in the installation of the new turf field at Fellowship Fields

GOALS FOR 2022

- Continue the online scheduling of park facilities by local leagues and private residents
- Continue turf management on the Township’s three active recreational parks - ten (10) fields
- Ongoing maintenance at all park facilities
- Install court lighting at the basketball and tennis courts at Hickory Park
- Install security cameras at Larkins Field and Hickory Park
- Repair or replace the stone wall at Fellowship Fields
- Pave the upper parking lot at Fellowship Fields
- Replace the pavilion at Hickory Park
- Replace the fencing at Larkins Field
- Build a bridge for the overflow creek at Upland Farm walking trail
- Begin engineering and initial design phase for a trail connection to Windsor Ridge
- Begin initial design phase for improvements to Hickory Park

STAFFING

Facilities Division Staffing Statistics – as of the end of each year presented

In 2016, the Township established a Facilities Division within the Public Works Department. The Facilities Division is staffed with three full time employees and supplemented by seasonal employees. One of the full-time employees is dedicated to operations of Municipal Authority facilities, and two employees are dedicated to parks. Facility scheduling is handled by administrative staff.

	2022	2021	2020
Full time (parks)	2	2	2
Seasonal	5	5	5
Total	4.5	4.5	4.5

Personnel are included and budgeted in the Public Works – Facilities department. An allocation of costs for lawn maintenance is transferred from Public Works – Facilities Division to Parks in the budget and the financial statements. Seasonal staff are counted as one-half an FTE; they generally work six months of the year maintaining the Township’s parks and grass areas.

2022 BUDGET SUMMARY - PARKS

	2022 Budget	Actual 2021 (9/30/2021)	2021 Budget	2022 Increase (Decrease)	Percentage Change
General Park expenses	\$296,933	\$178,721	\$293,363	\$3,570	1.2%
Hickory Park	43,182	23,228	42,072	1,110	2.6%
Fellowship Fields	56,682	34,364	47,572	9,110	19.1%
Larkins Field	5,000	515	5,000	-	0.0%
Upland Farms	90,182	26,384	72,572	17,610	24.3%
Total	\$491,979	\$263,212	\$460,579	\$31,400	6.8%

Explanation of Major Changes

None.

PERFORMANCE MEASURES

Township Goals Supported:

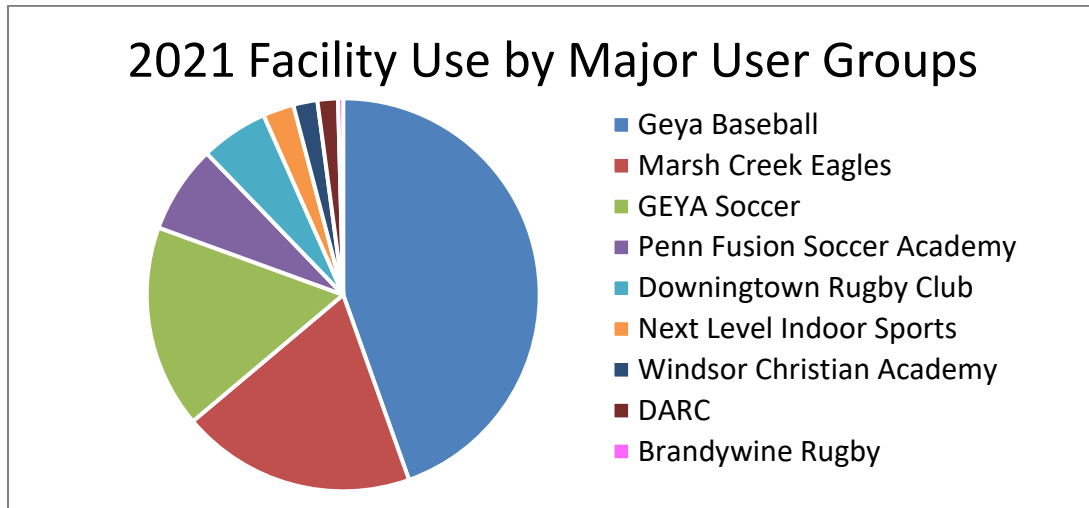
- Health and Safety
 - Continued investment in social and recreational opportunities for our residents
- Effective and Efficient Township Services
 - Protect and preserve investment in public facilities
- Thriving Local Economy
 - Invest in, maintain, and manage vehicular and pedestrian networks
- Protect Natural Resources and Systems
 - Continued collaboration on projects such as the Brandywine Creek Greenway

FACILITY USE STATISTICS

Facility reservations are processed and managed through a MyRec online reservation system. Due to the closures and restrictions of COVID-19, both the number of regular user groups and the total hours used were lower than usual in 2020. This year, usage exceeded pre-pandemic levels. Therefore, 2022 projected hours are rough averages of 2019 and 2021 totals.

	2022 (projected)	2021*	2020	2019
User groups which reserved 20+ hours	11	9	7	14
Total hours reserved by all users	5,000	5,339	2,610	3,904

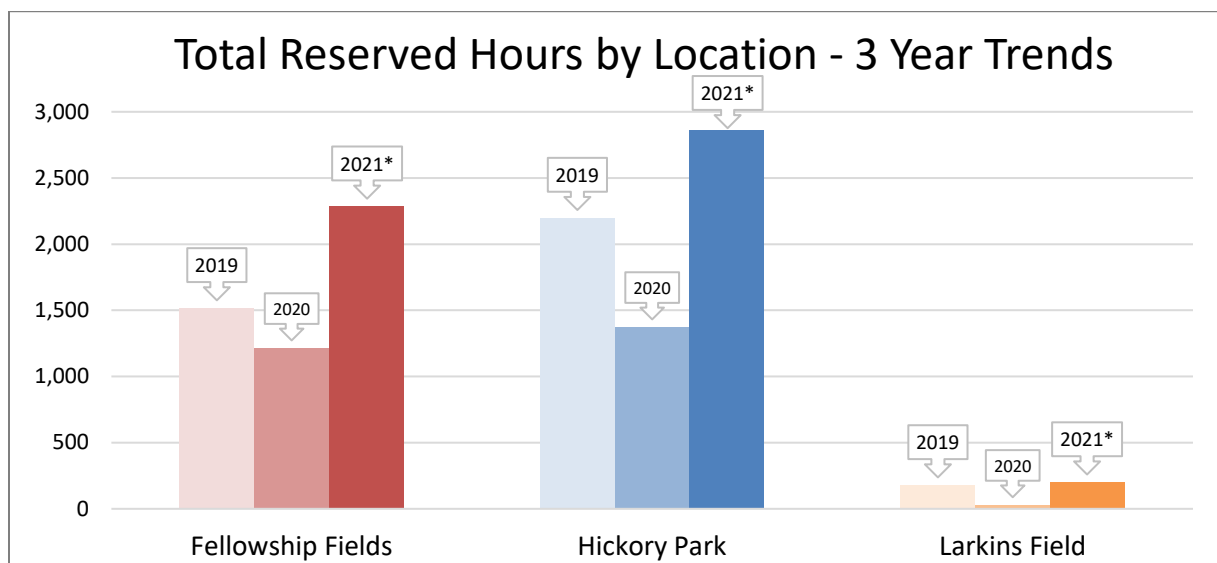
*Used or reserved as of October 15, 2021. Some cancellations are expected.



	Fellowship Fields	Hickory Park	Larkins Field	Upland Farms**
Reserved Hours in 2019	1,515	2,198	177	14.5
Reserved Hours in 2020	1,212	1,371	27	0
Reserved Hours in 2021*	2,283	2,857	199	0
Projected Hours for 2022	2,000	2,500	190	-

*Used or reserved as of October 15, 2021. Some cancellations are expected.

**Due to construction, the Barn at Upland Farms was not open in 2021.



GENERAL FUND

FIRE AND AMBULANCE DEPARTMENTS

MISSION

The Township seeks to provide quality fire and ambulance services to its residents and others who visit or work in the Township.

DESCRIPTION OF SERVICES PROVIDED

There are no fire companies or ambulance companies located within the Township. Upper Uwchlan Township has contracted with several organizations that serve Upper Uwchlan Township:

- Lionville Fire Company – Station 47
- Glenmoore Fire Company – Station 48
- Ludwig's Corner Fire Company – Station 73
- East Brandywine Fire Company – Station 49
- Uwchlan Ambulance Corps. – Station 87

The Township supports the Fire companies and the ambulance corps. by making semi-annual contributions towards their operations. The amount of contributions made to each company is based on a number of quantitative factors. They include: the number of fire and QRS calls made, the percentage of Upper Uwchlan population within their fire district and the assessment of property values that are located in their fire district.

The Township also receives Fire Insurance Premium Taxes from the Commonwealth of Pennsylvania that is restricted such that every dollar received must be paid to local fire companies within 60 days of receipt. The offsetting expense associated with that revenue is reflected in this department.

Upper Uwchlan is also required by state law to contribute its pro-rata portion of workers compensation premiums paid by each of its supporting fire companies. Those fire companies submit an invoice to the Township annually for payment of its share of the premiums.

ACCOMPLISHMENTS IN 2021

- Continued to provide professional fire and ambulance services to the Township and its residents.

GOALS FOR 2022

- Continue to provide professional fire and ambulance services to the Township and its residents.

2022 Budget Summary – Fire and Ambulance

	2022 Budget	Actual 2021 (9/30/2021)	2021 Budget	2022 Increase (Decrease)	Percentage Change
Township contributions to Fire & Ambulance Co.	\$433,308	\$197,637	\$197,637	\$235,671	119.2%
State Aid received and paid to fire companies	95,000	86,558	95,000		0.0%
Reimbursements to other municipalities	2,500	-	2,500	-	0.0%
Hydrant expenses	60,000	51,798	60,000	-	0.0%
Workers compensation insurance	23,000	14,687	23,000	-	0.0%
Total	\$613,808	\$350,680	\$378,137	\$235,671	62.3%

Explanation of Major Changes

The increase in Township contributions to the local fire companies that provide services to the Township include requested capital contributions to Ludwig's Corner and East Brandywine Fire Companies in the amounts of \$150,000 to assist in the purchase of a truck and \$25,000 towards a generator, respectively.

Also, based on a recommendation made by the EMPC, the Board of Supervisors approved an increase in the Township's funding formula which had not changed in over ten years. This change increases the amount that is included in the 2022 Budget by \$60,671.

STATISTICS*

	2022	2021**	2020 **
Total calls:			
Ludwig's Corner	160	154	167
Lionville	90	103	73
Glenmoore	10	8	10
East Brandywine	15	16	17
Uwchlan Ambulance	310	345	363

*The measurement period runs October to September

** For the one year period ended September 30

GENERAL FUND

OTHER SERVICES

MISSION

The Township seeks to provide financial assistance to local charitable organizations that benefit the residents of Upper Uwchlan Township. We are also committed to providing proactive emergency services so that our officials, staff and first responders are prepared in the event of an emergency or disaster. This section also includes the Township's Historical Commission and its activities.

DESCRIPTION OF SERVICES PROVIDED

This department reflects contributions made to various local charitable organizations that provide services to residents of the Township. It includes the Brandywine Valley SPCA (*formerly the Chester County SPCA*), Downingtown Area Recreational Consortium (DARC), and the Henrietta Hankin Library.

The Brandywine Valley SPCA contracts with the municipalities within the County to provide care to stray animals that are found in, or brought to the SPCA, from Upper Uwchlan Township. Without a contract, the SPCA will not accept animals coming from our Township. The contract is for a five year term, from January 1, 2019 to December 31, 2023. The basic contract fee for the 2022 calendar year is **\$1,639**. Annual increases are capped at no more than 3%. Additional charges that will be billed monthly include an animal acquisition fee, unclaimed stray animal fee, an activity fee for trips to our Township that do not include acquisition of an animal and an emergency response fee. The total amount budgeted for 2022 is **\$4,776**.

Contributions are made to DARC based on their budget and requested contribution from the Township as long as it is deemed reasonable and appropriate. For 2022, that amount is **\$25,341** and it is based on the number of Upper Uwchlan Township residents who participated in their programs during the prior year.

The Downingtown Area Senior Center received their first contribution of **\$2,000** from the Township in 2019 following a presentation to the Supervisors which described the many services available for seniors in our community.

The Township contributes **\$5,000** annually to the Henrietta Hankin Library which is a local resource for Township residents. The library also offers public computer/Wi-Fi usage, public meeting rooms and various programs for youth and adults. Approximately 25% of Upper Uwchlan residents use the library on some basis.

The Emergency Services department (EMPC) has a total budget of **\$7,850** for 2022. The majority of the budget consists of training; it also includes dedicated phones for EMPC.

The Historical Commission of Upper Uwchlan Township seeks to maintain the historical attributes of the Township. Their budget for 2022 is **\$5,000**.

The Environmental Advisory Council was established in 2021 and has a budget of **\$10,000** for 2022.

ACCOMPLISHMENTS IN 2021

- Residents participating in DARC programs – the second highest average of the 7 participating municipalities.
- Residents using the Henrietta Hankin Library are the second highest percentage of any municipality in Chester County
- Established and Environmental Advisory Council (EAC) to monitor and advise on issues concerning the environment in Upper Uwchlan Township

GOALS FOR 2022

- Increased resident participation in DARC and the Henrietta Hankin library
- Help to promote usage of the senior center located in Downingtown

2022 Budget Summary – Other Services

	2022 Budget	Actual 2021 (9/30/21)	2021 Budget	2022 Increase (Decrease)	Percentage Change
Emergency Services (EMPC)	\$7,850	\$102	\$7,850	-	0.0%
Brandywine Valley SPCA	4,776	3,359	4,637	\$139	3.0%
DARC	25,341	23,037	25,341	-	0.0%
DASC	2,000	-	2,000	-	0.0%
Natural Lands Trust	20,000	-	20,000	-	0.0%
EAC	10,000	-	-	10,000	100.0%
Henrietta Hankin Library	5,000	-	5,000	-	0.0%
Historical commission	5,000	2,115	5,000	-	0.00%
Total	\$79,967	\$28,613	\$69,828	\$10,139	14.5%

Explanation of Major Changes

The Natural Lands Trust donation will be used towards the demolition of a property for the Struble Trail extension.

LONG TERM DEBT**Current Debt Outstanding**

- General Obligation Bonds, Series of 2019 - issued January 9, 2019 I - \$10,750,000.
 - The bonds were assigned an Aa1 rating by Moody's Investor Services. The bond proceeds are being used by the Township for the expansion of its administration building, capital improvements at Hickory Park and the Upland Farms Community Center and also by the Municipal Authority for various sewer system projects, including the acquisition of land for a drip field.

- General Obligation Bonds, Series A of 2019 - issued September 5, 2019 - \$5,105,000
 - The bonds were used entirely for a current refunding of the Township's General Obligation Bonds, Series of 2014. The 2014 Bonds were used by the Upper Uwchlan Township Municipal Authority for improvements to the Township's sewer system. Moody's Investor Services also assigned a rating of Aa1 to this issue. Their press release stated the following, "Upper Uwchlan Township's (Aa1) very strong financial position will persist in the near-to-mid term given its conservative budgeting practices, formal fund balance policy, and organic property tax revenue growth. While the Township's debt burden will increase in the near term, debt service will remain manageable. Additionally, the township's moderately sized tax base is expected to exhibit continued growth moving forward."

The following is a comparison of the Township's total debt as of December 31, 2021 and 2020:

	2021	2020
General Obligation Bonds, Series of 2019	\$ 10,235,000	\$10,425,000
General Obligation Bonds, Series A of 2019	4,665,000	4,875,000
Fulton Bank loan – Street Sweeper	-	53,596
Total	\$ 14,900,000	\$15,353,956

Of the total debt shown above, \$5,020,000 is reflected in the Capital Fund and \$9,880,000 is reflected in the Sewer Fund. The Sewer Fund debt is all self-liquidating, and is used to improve sewer facilities and provide service to residents with failing septic systems. The Upper Uwchlan Township Municipal Authority has an Operations and Management Agreement with the Township that provides for semi-annual payments in the amount of the principal and interest payments on the related general obligation bonds.

Please refer to the pages that follow for a detailed description of the Township's general obligation debt.

GENERAL OBLIGATION BONDS, SERIES OF 2019 and SERIES A of 2019

Series of 2019

On December 11, 2018, the Township issued \$10,750,000 of General Obligation Bonds – Series of 2019. RBC Capital Markets served as underwriter for the sale of the Bonds and closing on the bonds occurred on January 9, 2019. The bonds are general obligations of Upper Uwchlan Township and are payable from general revenues. A portion of the bonds will be self-liquidating, with interest and principal payments paid to the Township from the operations of the Upper Uwchlan Municipal Authority. Moody's Investor Services assigned a rating of Aa1 to the bonds.

The Capital Program

Proceeds from the sale of the Bonds is being used to expand and renovate the Township's administration building, for capital improvements at Hickory Park and the Upland Farms Community Center, and for sewer system projects. The expansions to the sewer system include the Route 100 Regional Wastewater Treatment Plant, extending the sewer main on Byers Road, the Milford Farms residential area and the acquisition of land for a drip field. The sewer system is owned by the Township and operated by the Upper Uwchlan Township Municipal Authority, which was incorporated in 1990.

The bonds were sold with a premium of \$230,516. The project fund deposits were as follows: \$5,656,037 in connection with the expansion of the Township's administration building and other capital improvements and \$5,205,556 in connection with the sewer system projects.

Series A of 2019

On August 5, 2019, the Township issued \$5,105,000 of General Obligation Bonds – Series A of 2019. RBC Capital Markets served as underwriter for the sale of the Bonds and closing occurred on September 5, 2019. The bonds are the general obligations of Upper Uwchlan Township and are payable from general revenues. The bonds are self-liquidating, with interest and principal payments made to the Township from the operations of the Upper Uwchlan Township Municipal Authority. Moody's Investor Services assigned a rating of Aa1 to the bonds.

Current Refunding

The proceeds from the sale of the Series A of 2019 Bonds were used to pay the principal amounts due to the bondholders of the Series of 2014 bonds. The 2014 Bonds were issued on September 23, 2014 in the amount of \$5,955,000. They were also self-liquidating, with interest and principal payments being remitted to the Township from the operations of the Upper Uwchlan Township Municipal Authority. The proceeds from the 2014 bond offering were used to finance the purchase of sewer capacity in a newly constructed plant and construction of new sewer infrastructure to serve approximately 121 existing homes in three existing subdivisions in the Township.

Debt Limits

Article IX, Section 10 of the Constitution of the Commonwealth of Pennsylvania requires the General Assembly to prescribe the debt limits of units of local governments in the Commonwealth, including the Township, based on a percentage of total revenues of such units over a three-year period immediately preceding the borrowing. Self-liquidating debt and subsidized debt and all debt approved by referendum are excluded from such debt limits. The Debt Act implements Article IX, Section 10 of the Constitution.

Under the Debt Act as presently in effect, there is no limit on the amount of electoral debt which may be incurred or outstanding, but (i) the Township may not incur new non-electoral debt if the total amount of such new non-electoral debt plus all other non-electoral debt to remain outstanding upon issuance of such new non-electoral debt, net of the amount of any non-electoral debt that constitutes subsidized debt or self-liquidating debt, will exceed 250% of the borrowing base and (ii) the Township may not incur new lease rental debt if the total amount of such new lease rental debt plus all other non-electoral debt and lease rental debt to remain outstanding upon issuance of such new lease rental debt, net of the amount of any non-electoral or lease rental debt that constitutes subsidized debt or self-liquidating debt, will exceed 350% of the Borrowing Base.

The borrowing base of the Township is calculated to be \$11,885,137. The gross borrowing capacity of the Township is \$14,412,843 and \$26,297,981, under the net non-electoral debt and net non-electoral and lease rental debt, respectively.

Sources and Uses of Bond Proceeds

<u>Sources of Funds</u>	<u>2019 Bonds</u>	<u>2019 A Bonds</u>
Par amount of Bonds	\$10,750,000	\$5,105,000
Original Issue Premium	230,516	132,903
Total Sources	\$10,980,516	\$5,237,903
<u>Uses of Funds</u>		
Deposit to Project Construction Fund	\$10,850,000	-
Refunding Escrow Deposits	-	\$5,153,346
Costs of Issuance	66,016	53,927
Underwriter's Discount	64,500	30,630
Total Uses	\$10,980,516	\$5,237,903

Interest on the bonds is payable semi-annually on June 1 and December 1 of each year commencing December 1, 2019 (Series of 2019 and Series A of 2019) until the principal amount is paid. The bonds mature in 30 years.

Please refer to subsequent pages for maturity dates, principal amounts, interest rates, yields and prices on both Series of Bonds.

Current Balance	Series of 2019	Series A of 2019
Original Issue	\$10,750,000	\$5,105,000
Principal payments:		
December 1, 2019	(140,000)	(25,000)
December 1, 2020	(185,000)	(205,000)
December 1, 2021	(190,000)	(210,000)
Amount outstanding, December 31, 2021	\$10,235,000	\$4,665,000

\$10,750,000
TOWNSHIP OF UPPER UWCHLAN
(Chester County, Pennsylvania)
GENERAL OBLIGATION BONDS, SERIES OF 2019

Dated: Date of Delivery
Principal Due: December 1
Denomination: Integral multiples of \$5,000

Interest Payable: June 1 and December 1
First Interest Payment: June 1, 2019
Form: Book-Entry Only

Period Ending	Principal	Coupon	Interest	Debt Service	Fiscal Year Ended 12/31	Annual Debt Service
December 1, 2019 June 1, 2020	\$140,000	2.000%	\$365,531.50	\$505,531.50	2019	\$505,531.50
December 1, 2020 June 1, 2021	185,000	2.500%	405,868.76	\$590,868.76	2020	\$590,868.76
December 1, 2021 June 1, 2022	190,000	2.500%	401,243.76	\$591,243.76	2021	\$591,243.76
December 1, 2022 June 1, 2023	250,000	3.000%	396,493.76	\$646,493.76	2022	\$646,493.76
December 1, 2023 June 1, 2024	255,000	3.000%	390,243.76	\$645,243.76	2023	\$645,243.76
December 1, 2024 June 1, 2025	270,000	4.000%	382,593.76	\$652,593.76	2024	\$652,593.76
December 1, 2025 June 1, 2026	275,000	4.000%	374,493.76	\$649,493.76	2025	\$649,493.76
December 1, 2026 June 1, 2027	280,000	4.000%	366,243.76	\$646,243.76	2026	\$646,243.76
December 1, 2027 June 1, 2028	290,000	4.000%	355,043.76	\$645,043.76	2027	\$645,043.76
December 1, 2028 June 1, 2029	300,000	4.000%	343,443.76	\$643,443.76	2028	\$643,443.76
December 1, 2029 June 1, 2030	315,000	4.000%	331,443.76	\$646,443.76	2029	\$646,443.76
December 1, 2030 June 1, 2031	325,000	4.000%	318,843.76	\$643,843.76	2030	\$643,843.76
December 1, 2031 June 1, 2032	340,000	4.000%	305,843.76	\$645,843.76	2031	\$645,843.76
December 1, 2032 June 1, 2033	350,000	4.000%	292,243.76	\$642,243.76	2032	\$642,243.76
December 1, 2033 June 1, 2034	370,000	4.000%	278,243.76	\$648,243.76	2033	\$648,243.76
December 1, 2034 June 1, 2035	385,000	4.000%	263,443.76	\$648,443.76	2034	\$648,443.76
December 1, 2035 June 1, 2036	400,000	4.000%	248,043.76	\$648,043.76	2035	\$648,043.76
December 1, 2036 June 1, 2037	415,000	4.000%	232,043.76	\$647,043.76	2036	\$647,043.76
December 1, 2037 June 1, 2038	430,000	4.000%	215,443.76	\$645,443.76	2037	\$645,443.76
December 1, 2038 June 1, 2039	445,000	4.000%	198,243.76	\$643,243.76	2038	\$643,243.76
December 1, 2039 June 1, 2040	60,000	3.875%	180,443.76	\$240,443.76	2039	\$240,443.76
December 1, 2040 June 1, 2041	425,000	3.875%	178,118.76	\$603,118.76	2040	\$603,118.76
December 1, 2041 June 1, 2042	440,000	3.875%	161,650.00	\$601,650.00	2041	\$601,650.00
December 1, 2042 June 1, 2043	460,000	4.000%	144,600.00	\$604,600.00	2042	\$604,600.00
December 1, 2043 June 1, 2044	475,000	4.000%	126,200.00	\$601,200.00	2043	\$601,200.00
December 1, 2044 June 1, 2045	495,000	4.000%	107,200.00	\$602,200.00	2044	\$602,200.00
December 1, 2045 June 1, 2046	515,000	4.000%	87,400.00	\$602,400.00	2045	\$602,400.00
December 1, 2046 June 1, 2047	535,000	4.000%	66,800.00	\$601,800.00	2046	\$601,800.00
December 1, 2047 June 1, 2048	555,000	4.000%	45,400.00	\$600,400.00	2047	\$600,400.00
December 1, 2048 June 1, 2049	580,000	4.000%	23,200.00	\$603,200.00	2048	\$603,200.00
Total	\$10,750,000		\$7,586,050.46	\$18,336,050.46		\$18,336,050.46

\$5,105,000
TOWNSHIP OF UPPER UWCHLAN
(Chester County, Pennsylvania)
GENERAL OBLIGATION BONDS, SERIES A OF 2019

Dated: Date of Delivery
Principal Due: December 1
Denomination: Integral multiples of \$5,000

Interest Payable: June 1 and December 1
First Interest Payment: December 1, 2019
Form: Book-Entry Only

<u>Period Ending</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Debt Service</u>	<u>Fiscal Year Ended</u> <u>12/31</u>	<u>Annual Debt Service</u>
December 1, 2019	\$ 25,000	1.100%	\$31,192.92	\$56,192.92	2019	\$56,192.92
June 1, 2020			65,150.00	\$65,150.00		
December 1, 2020	205,000	2.000%	65,150.00	\$270,150.00	2020	\$335,300.00
June 1, 2021			63,100.00	\$63,100.00		
December 1, 2021	210,000	2.000%	63,100.00	\$273,100.00	2021	\$336,200.00
June 1, 2022			61,000.00	\$61,000.00		
December 1, 2022	215,000	2.000%	61,000.00	\$276,000.00	2022	\$337,000.00
June 1, 2023			58,850.00	\$58,850.00		
December 1, 2023	215,000	1.500%	58,850.00	\$273,850.00	2023	\$332,700.00
June 1, 2024			57,237.50	\$57,237.50		
December 1, 2024	220,000	1.500%	57,237.50	\$277,237.50	2024	\$334,475.00
June 1, 2025			55,587.50	\$55,587.50		
December 1, 2025	220,000	2.000%	55,587.50	\$275,587.50	2025	\$331,175.00
June 1, 2026			53,387.50	\$53,387.50		
December 1, 2026	225,000	2.000%	53,387.50	\$278,387.50	2026	\$331,775.00
June 1, 2027			51,137.50	\$51,137.50		
December 1, 2027	235,000	2.500%	51,137.50	\$286,137.50	2027	\$337,275.00
June 1, 2028			48,200.00	\$48,200.00		
December 1, 2028	240,000	2.500%	48,200.00	\$288,200.00	2028	\$336,400.00
June 1, 2029			45,200.00	\$45,200.00		
December 1, 2029	245,000	2.000%	45,200.00	\$290,200.00	2029	\$335,400.00
June 1, 2030			42,750.00	\$42,750.00		
December 1, 2030	250,000	3.000%	42,750.00	\$292,750.00	2030	\$335,500.00
June 1, 2031			39,000.00	\$39,000.00		
December 1, 2031	260,000	3.000%	39,000.00	\$299,000.00	2031	\$338,000.00
June 1, 2032			35,100.00	\$35,100.00		
December 1, 2032	265,000	3.000%	35,100.00	\$300,100.00	2032	\$335,200.00
June 1, 2033			31,125.00	\$31,125.00		
December 1, 2033	270,000	3.000%	31,125.00	\$301,125.00	2033	\$332,250.00
June 1, 2034			27,075.00	\$27,075.00		
December 1, 2034	280,000	3.000%	27,075.00	\$307,075.00	2034	\$334,150.00
June 1, 2035			22,875.00	\$22,875.00		
December 1, 2035	285,000	3.000%	22,875.00	\$307,875.00	2035	\$330,750.00
June 1, 2036			18,600.00	\$18,600.00		
December 1, 2036	300,000	3.000%	18,600.00	\$318,600.00	2036	\$337,200.00
June 1, 2037			14,100.00	\$14,100.00		
December 1, 2037	305,000	3.000%	14,100.00	\$319,100.00	2037	\$333,200.00
June 1, 2038			9,525.00	\$9,525.00		
December 1, 2038	315,000	3.000%	9,525.00	\$324,525.00	2038	\$334,050.00
June 1, 2039			4,800.00	\$4,800.00		
December 1, 2039	320,000	3.000%	4,800.00	\$324,800.00	2039	\$329,600.00
June 1, 2040						
Total	\$5,105,000		\$1,638,792.92	\$6,743,792.92		\$6,743,792.92

SOLID WASTE AND RECYCLING FUND

DESCRIPTION OF SERVICES PROVIDED

The Solid Waste and Recycling Fund is used to manage revenues and expenditures directly related to the Township's Solid Waste and Recycling program. Chapter 148 of the Upper Uwchlan Township Code requires all residential property owners in the Township to dispose of recyclable materials and waste using the municipally contracted hauler. Chapter 148 also requires all commercial establishments to dispose of waste and recyclables in compliance with the code. Upper Uwchlan Township provides residential solid waste and recycling services to approximately 3,500 residential households using a "Toter" system. Each household has been issued one solid waste and one recycling container (or "Toter") 64 or 96 gallons in capacity. Chapter 148 limits residential solid waste collection to no more than 96 gallons/week. Curbside recycling collected is unlimited. One bulk pick-up per month is provided. The Township's program also includes 36 leaf and yard waste collection dates throughout the year and a permanent yard waste dumpster for residential use located adjacent to the Public Works garage. Materials accepted on yard waste collection days include yard debris, leaves, grass clippings, tree branches, Christmas trees, etc.

Contracted haulers continued to collect waste in the Township in 2021. Recyclables are collected by A.J. Blosenski. Solid waste and yard waste are collected by Waste Management, which has merged with Advanced Disposal, the name under which the contract was originally signed.



Through the Chester County Process and Marketing Contract, recyclables are sorted and bundled at the Birdsboro Total Recycle facility.

Upper Uwchlan Township is required to recycle by the Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act (Act 101). Throughout 2021, the Township continued their efforts to increase recycling and decrease the tons of municipal solid waste (MSW) being sent to the Chester County Solid Waste Authority Landfill. Upper Uwchlan Township is party to the Chester County Process and Marketing contract for recyclables. Through this contract, recyclables are delivered to and processed at the Total Recycle facility in Birdsboro. From January to September 2021, tipping fees for this

contract averaged \$3.59/ton. This average reflects rebates issued in June, July, August, and September. The tipping fee is calculated based upon market rate and is updated monthly. The rebates issued indicate that the value of the materials is increasing. By contract, costs for disposing solid waste include contracted hauler costs as well as tipping fees at \$69/ton. Recycling continues to provide the Township a significant savings compared to disposal of MSW.

Enforcement education via the production and use of non-collection stickers was continued in 2021. This program makes residents aware of the proper preparation of recyclables. Each year, recycling education for both residents and commercial entities is conducted through direct mailings and digital outreach on the Township website and social media.

After being postponed twice in 2020 due to COVID-19, the Township was pleased to host an electronic waste recycling event in 2021. Held in the fall, the Township contracted with eForce Recycling to provide residents the chance to recycle “Anything with a Plug™.” From over 120 attendees, a total of 10,087 lbs. of electronics was collected.

OBJECTIVES FOR 2022

The Township will continue to track, on a monthly basis, tons of garbage collected, tons of recycling collected, tons of yard waste collected, the percent of the waste stream diverted by recycling, and the percent of the waste stream diverted by composting yard waste collected. This data is also collected annually through the compiling of Act 101 Reports. These reports, which are the basis for the Township’s 904 Recycling Performance Grant, allow the Township to track yearly totals for all recyclables collected in the Township, both the residential recyclables collected by the Township contracted hauler and commercial recyclables collected by various other haulers. Data collection allows the Township to identify monthly and annual trends and gauge the success of program changes, education, and communication.

Education and public engagement efforts will also continue in 2022. The Township plans to host an electronic waste recycling event again in the coming year. The newly established Environmental Advisory Council (EAC) has been tasked with improving the Township’s recycling education efforts and will also explore other outreach and education endeavors.

PERFORMANCE MEASURES

Tons Reported on Act 101 Reports from Haulers				
	2021 (projected)	2020	2019	2018
Recyclables Collected	1,746	1,670	1,696	1,873
Yard Waste Collected	815	768	731	945

Act 101 Reports are received in February for the previous year.

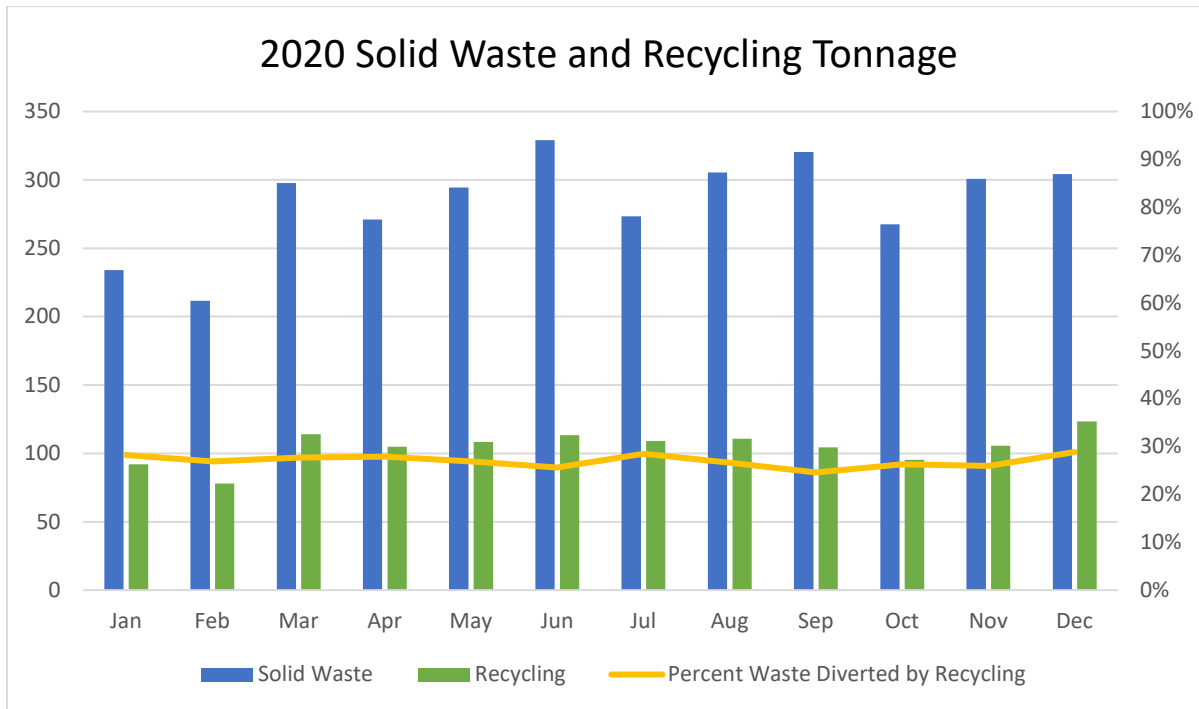
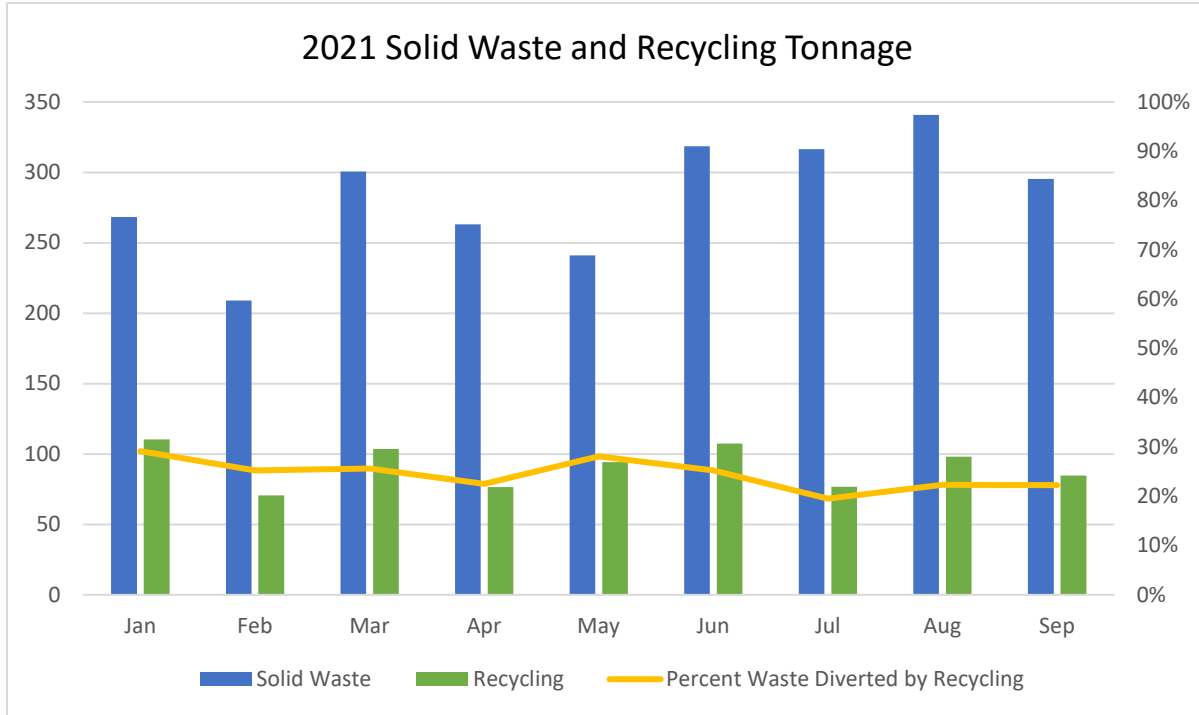
Waste Diversion through Recycling and Yard Waste Collection				
	2022 (projected)	2021*	2020	2019
Waste diversion through recycling	26%	24%	27%	27%
Waste diversion through composting	9%	11%	9%	8%

**As of September 30, 2021*



SOLID WASTE AND RECYCLING TONNAGE

The charts below show and compare year over year residential solid waste and recycling collected monthly by the contracted haulers and the percentage of material that is diverted from the landfill by recycling efforts.



**Upper Uwchlan Township
Solid Waste Fund
2022 Budget**

		Actual	Actual	Budget	Actual - 9/30	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
		2019	2020	2020	2021	2021	2022	'21 Bud	Inc/(Dec)	2023	2024	2025	2026
INCOME													
341 INTEREST													
05-341-000-000	Interest Income	11,665	4,999	10,000	1,468	10,000	2,000	(8,000)	-80%	2,000	2,000	2,000	2,000
		11,665	4,999	10,000	1,468	10,000	2,000	(8,000)	-80%	2,000	2,000	2,000	2,000
364 SOLID WASTE REVENUE													
05-364-000-010	Solid Waste Income	1,028,746	1,080,227	1,058,444	1,024,789	1,103,331	1,121,066	17,735	2%	1,136,438	1,137,635	1,137,635	1,137,635
05-364-000-020	Recycling Income	-	(983)	-	3,325	-	-	-	#DIV/0!	-	-	-	-
05-364-000-025	Hazardous Waste Event	1,272	-	2,000	-	2,000	2,000	-	0%	1,600	1,800	2,000	2,200
05-364-000-030	Leaf Bags Sold	245	-	500	60	500	500	-	0%	500	500	500	500
05-364-000-035	Scrap Metal Sold	409	243	500	1,256	500	500	-	0%	500	500	500	500
	Equipment Purchase Grant (State)	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
05-364-000-040	Performance Grant	89,789	15,775	25,000	5,386	25,000	25,000	-	0%	50,000	50,000	50,000	50,000
	Total 364 SOLID WASTE	1,120,461	1,095,262	1,086,444	1,034,816	1,131,331	1,149,066	17,735	2%	1,189,038	1,190,435	1,190,635	1,190,835
392 INTERFUND TRANSFER													
05-395-000-000	Refund of Prior Year Expenses	-	-	-	-	-	-	-	0%	-	-	-	-
	Interfund Transfer - Other	-	-	-	-	-	-	-	0%	-	-	-	-
	Total 392 INTERFUND TRANSFER	-	-	-	-	-	-	-	0%	-	-	-	-
Total 300 - INCOME		1,132,126	1,100,261	1,096,444	1,036,284	1,141,331	1,151,066	9,735	0	1,191,038	1,192,435	1,192,635	1,192,835
	Total Income	1,132,126	1,100,261	1,096,444	1,036,284	1,141,331	1,151,066	9,735	1%	1,191,038	1,192,435	1,192,635	1,192,835
EXPENSES													
427 SOLID WASTE EXPENSES													
05-427-000-101	Employee cost allocation	-	-	-	15,949	21,833	21,835	3	100%	22,490	23,165	23,860	24,575
05-427-000-150	Bank Fees	-	40	200	45	200	200	-	0%	200	200	200	200
05-427-000-200	Supplies	2,746	-	2,000	261	2,000	2,000	-	0%	2,000	2,000	2,000	2,000
05-427-000-210	Utility Billing Expenses	2,667	2,701	2,000	5,295	2,800	2,800	-	0%	2,800	2,800	2,800	2,800
05-427-000-220	Postage	2,785	2,123	2,500	2,091	2,300	2,300	-	0%	2,300	2,300	2,300	2,300
05-427-000-230	Toters	33,582	18,144	42,628	20,144	47,644	18,844	(28,800)	-60%	4,000	4,000	4,000	4,000
05-427-000-314	Legal Expense	5,601	1,469	9,000	1,002	9,000	9,000	-	0%	9,000	9,000	9,000	9,000
05-427-000-316	Training & Seminars	-	-	500	-	500	500	-	0%	500	500	500	500
05-427-000-420	Dues/Subscriptions/Memberships	-	-	125	-	125	125	-	0%	125	125	125	125
05-427-000-450	Contracted Services - Solid Waste	570,829	419,956	416,953	328,456	438,476	444,336	5,860	1%	457,665	457,237	450,288	450,288
05-427-000-460	Contracted Services - Recycling	60,235	182,537	178,890	141,148	182,645	183,438	793	0%	192,609	194,564	191,607	191,607
05-427-000-700	Tipping Fees - Solid Waste	231,560	266,540	202,000	182,210	275,000	275,000	-	0%	283,000	291,000	299,000	307,000
05-427-000-725	Tipping Fees - Recycling	36,239	38,418	49,000	7,341	54,000	39,000	(15,000)	-28%	40,300	41,600	42,900	44,200
05-427-000-800	Recycling Disposal	6,570	2,062	9,000	5,012	9,000	9,000	-	0%	9,000	9,000	9,000	9,000
05-427-000-805	Electronic Waste Event	-	-	-	-	-	6,000	6,000	100%	6,000	6,000	6,000	6,000
	TOTAL EXPENSES	952,814	933,990	914,796	708,954	1,045,522	1,014,377	(31,145)	-3%	1,031,990	1,043,491	1,043,580	1,053,595
	NET INCOME BEFORE OPERATING TRANSFERS	179,312	166,271	181,648	327,330	95,809	136,688	40,879	43%	159,048	148,944	149,055	139,239
492 OPERATING TRANSFERS													
05-492-000-030	Transfer to Capital Fund	-	150,000	150,000	-	100,000	100,000	-	0%	80,000	80,000	80,000	80,000
	Transfer to Water Resource Protection Fund	-	-	-	-	-	-	-	-	-	-	-	-
	Total 492 OPERATING TRANSFERS	-	150,000	150,000	-	100,000	100,000	-	0%	80,000	80,000	80,000	80,000
Total Expenditures													
	Total Expenditures	952,814	1,083,990	1,064,796	708,954	1,145,522	1,114,377	(31,145)	-3%	1,111,990	1,123,491	1,123,580	1,133,595
Net Ordinary Income													
	Net Ordinary Income	179,312	16,271	31,648	327,330	(4,191)	36,688	40,879	-975%	79,048	68,944	69,055	59,239

CAPITAL FUND

The Capital Fund is used to account for major capital expenditures for the Township. Capital expenditures are expenses which result in the acquisition of a permanent asset. The Township's capitalization policy is to capitalize any asset which costs at least \$5,000. Asset purchases may be included in the Township's Capital Fund and may not be capitalized if they do not qualify.

The Capital Fund's primary source of revenue consists of transfers from the General and Solid Waste Funds or any grants that are received to offset expenditures.

The Township's debt payments (exclusive of the bond payments due to Sewer Authority borrowings) are recorded in the Capital Fund. Payments of principal are reflected as a reduction of long term debt on the balance sheet and thus are not included in the Capital Fund budget, which mirrors the income statement. The principal payments are reflected in the Cash Flow schedule.

During the budget process each year, each department head will submit a request for necessary capital purchases for the upcoming year. These requests are reviewed by the Township Manager and, if approved, are included in the Budget for the Supervisor's review and approval.

The Capital Fund is projected to have a fund balance of approximately \$533,000 at December 31, 2021. At the end of 2022, the fund balance is projected to be approximately \$1,177,000 or an increase of 120.9%. The increase is due to net cash transfers from the General Fund and Solid Waste Fund in 2022.

Although smaller items are budgeted in the Capital Fund, such as the purchase of vehicles or equipment, the Township also has several ongoing projects which may take several years to complete.

Upland Farms – The Township began development of Upland Farms as a 56-acre passive recreational public park in late 2015. Construction included a fifty (50) space asphalt parking lot, 2,800 linear feet of 8' wide asphalt pedestrian trails, natural trails, storm water infrastructure, signage, and benches. The existing barn and farmhouse continue to be repaired and maintained.

The Township drafted a plan for the adaptive re-use of the farmhouse as a community center. During 2020, because of the Covid-19 pandemic, the Township held "Light Up Upper Uwchlan" a drive-by tree lighting. During 2021, the Board of Supervisors awarded contracts in the amount of \$2,069,565 and work began on expanding and renovating the barn. It is anticipated that construction will be completed by the end of 2021.

On-going operating costs – The initial operating costs will be specific to park maintenance activities such as inspection, maintenance and repair, mowing, trimming, and trash and recycling removal. The barn renovation will add public bathrooms; we expect water and other utility costs will increase by approximately \$5,000 annually. Those costs should be partially offset by revenues from renting the barn.

Hickory Park Lighting & Pavillion Replacement – Hickory Park is an active recreational facility with four fields, three tennis courts, two basketball courts, a sand volleyball court, playground and a pavilion. Improved parking lot lighting and lighting for the basketball and tennis courts have been identified by the Park and Recreation Board as priorities. The pavilion is showing its age and is scheduled for replacement in 2022.

On-going operating costs – Once completed, it is expected that utility costs will increase by approximately \$5,000.

Fellowship Fields – Fellowship Fields is an active recreational facility consisting of 3 multi-use grass fields and 1 synthetic turf field. A fieldhouse with bathrooms, snack stand, and team room area was constructed in 2015. The Turf Field was originally installed in 2011 and it was due for replacement in 2021. When the Turf Field was installed, the decision was made that all revenues from the use of the Turf Field would be set aside in a separate bank account and used to replace the field when necessary. The total cost for the Turf Field replacement was \$291,447 and it was funded entirely from cash that had been set aside since its installation.

On-going operating costs – No increase in operating costs is expected in 2022 except for price increases due to inflation.

The Facilities Division of the Public Works Department provides on-going maintenance services to all buildings and parks in the Township. The total cost allocated to all Township parks in the 2022 General Fund budget is \$225,983.

**Upper Uwchlan Township
Capital Fund
Budget**

		Actual	Actual	Budget	YTD	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
		2019	2020	2020	2021	2021	2022	'21 Bud	Inc/(Dec)	2023	2024	2025	2026
(9/30/21)													
INCOME													
30-341-000-000	Interest Earnings	134,616	12,157	20,000	683	10,000	10,000	-	0%	10,000	10,000	10,000	10,000
30-341-000-010	Grant revenue - County	-	8,558	-	-	-	-	-	#DIV/0!	-	-	-	-
30-341-000-020	Grant revenue - State	2,144,256	13,014	-	-	100,000	100,000	-	#DIV/0!	100,000	100,000	100,000	100,000
30-354-000-030	Grant revenue - Federal	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
30-354-000-040	Grant revenue - other	-	-	5,800	-	5,800	5,800	-	#DIV/0!	-	-	-	-
30-391-000-100	Sale of Fixed Assets	-	16,736	5,000	30,409	5,000	5,000	-	0%	5,000	5,000	5,000	5,000
30-393-000-000	Capital income	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
30-393-000-020	Proceeds from New Debt	5,470,000	-	-	-	-	-	-	#DIV/0!	-	-	-	-
30-393-000-030	Proceeds from Premium	247,103	-	-	-	-	-	-	#DIV/0!	-	-	-	-
30-393-000-400	Other financing sources (Developer - Eagle Park)	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
Total Income before Operating Transfers		7,995,975	50,465	30,800	31,092	120,800	120,800	-	0%	115,000	115,000	115,000	115,000
INTERFUND OPERATING TRANSFERS								-					
30-392-000-001	Transfer From General Fund	150,000	1,518,000	518,000	500,000	900,000	1,500,000	600,000	120%	500,000	400,000	200,000	-
30-392-000-005	Transfer From Solid Waste Fund	-	150,000	150,000	-	100,000	100,000	-	#DIV/0!	80,000	80,000	80,000	80,000
30-392-000-030	Transfer From Municipal Authority	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
Total Operating Transfers		150,000	1,668,000	668,000	500,000	1,000,000	1,600,000	600,000	120%	580,000	480,000	280,000	80,000
TOTAL INCOME		8,145,975	1,718,465	698,800	531,092	1,120,800	1,720,800	600,000	113%	695,000	595,000	395,000	195,000
EXPENSES													
Township Properties													
30-409-000-700	Capital Purchases - General	-	1,517	-	-	-	-	-	#DIV/0!	5,000	5,000	5,000	5,000
30-409-001-700	Capital Purchases - Executive	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
30-409-002-600	Capital Construction - Township Building	-	-	155,651	-	-	3,800	3,800	#DIV/0!	-	-	-	-
30-409-002-610	Capital Construction - Township Bldg Expansion	3,298,939	1,909,546	2,162,441	315	-	-	-	0%	-	-	-	-
30-409-002-700	Capital Purchases - Township Building	2,140	-	-	-	-	-	-	#DIV/0!	5,000	5,000	5,000	5,000
30-409-003-600	Capital Construction - PW Building	65,604	45,616	34,500	36,102	64,710	-	(64,710)	-179%	-	-	-	-
30-409-003-700	Capital Purchases - PW Building	-	-	-	2,791	-	-	-	0%	-	-	-	-
30-409-004-600	Capital Construction - Milford Road	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
30-409-004-700	Capital Purchases - Milford Road	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
		3,366,683	1,956,679	2,352,592	39,208	64,710	3,800	(60,910)	-155%	10,000	10,000	10,000	10,000
Police													
30-410-000-700	Capital Purchases	131,088	49,983	51,100	52,439	52,000	104,000	52,000	99%	50,000	50,000	40,000	40,000
	Future Purchase	-	-	-	-	10,000	10,000	-	#DIV/0!	-	-	-	-
		131,088	49,983	51,100	52,439	62,000	114,000	52,000	99%	50,000	50,000	40,000	40,000
30-413-000-700	Codes												
	Capital Purchases	-	-	-	-	-	35,000	35,000	#DIV/0!	-	-	-	-
		-	-	-	-	-	35,000	35,000	#DIV/0!	-	-	-	-
Public Works													
30-438-000-700	Capital Purchases - Vehicles	5,775	157,856	-	41,233	-	-	-	0%	-	-	-	-
30-438-000-701	Capital Purchases - Equipment	13,552	52,071	271,952	93,886	146,550	202,700	56,150	60%	-	-	-	-
		19,327	209,927	271,952	135,119	146,550	202,700	56,150	42%	-	-	-	-

**Upper Uwchlan Township
Capital Fund
Budget**

	Actual	Actual	Budget	YTD	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
	2019	2020	2020	2021	2021	2022	'21 Bud	Inc/(Dec)	2023	2024	2025	2026
Parks												
All Parks												
30-454-000-700 Capital Purchases - All Parks	-	42,411	-	37,050	55,361	50,250	(5,111)	-14%	15,000	15,000	15,000	15,000
Hickory Park												
30-454-001-600 Capital Construction	26,842	32,250	158,358	-	152,800	385,000	232,200	#DIV/0!	5,000	5,000	5,000	5,000
30-454-001-700 Capital Purchases	-	4,240	-	-	-	-	-	#DIV/0!	-	-	-	-
Fellowship Fields												
30-454-002-600 Capital Construction	-	-	10,000	287,747	430,800	29,800	(401,000)	-139%	15,000	15,000	15,000	15,000
30-454-002-700 Capital Purchases	7,998	-	-	-	-	-	-	#DIV/0!	-	-	-	-
Larkins Field												
30-454-003-600 Capital Construction	-	-	-	-	-	29,100	29,100	#DIV/0!	-	-	-	-
30-454-003-700 Capital Purchases	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
Upland Farms												
30-454-004-600 Capital Construction	150,389	18,557	753,000	628,765	1,093,000	-	(1,093,000)	-174%	-	-	-	-
30-454-004-610 Fund Raising	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
30-454-004-700 Capital Purchases	-	-	-	-	-	-	-	#DIV/0!	5,000	5,000	5,000	5,000
	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
	185,229	97,458	921,358	953,562	1,731,961	494,150	(1,237,811)	-130%	40,000	40,000	40,000	40,000
Trails												
30-455-000-650 Grant - Trails/Bridge	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
30-455-000-651 Phase IV - Park Road Trail	2,511,568	19,083	3,850	-	-	-	-	#DIV/0!	-	-	-	-
30-455-000-652 Eagle Village Trail Extension (Sidepath Project)	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
	2,511,568	19,083	3,850	-	-	-	-	#DIV/0!	-	-	-	-
Roads												
30-502-434-700 Traffic Signals	13,932	13,932	58,514	13,932	100,000	-	(100,000)	-718%	-	-	-	-
Lyndell Road Bridge (shared w/East Brandywine)	-	-	8,585	-	8,585	43,850	35,265	#DIV/0!	-	-	-	-
LCR Crosswalk	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
East/West Link - Darrell Drive	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
	13,932	13,932	67,099	13,932	108,585	43,850	(64,735)	-465%	-	-	-	-
Emergency Management												
30-415-000-700 Capital Purchases	-	-	-	-	-	-	-		-	-	-	-
	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
Village of Eagle												
30-506-000-100 Design - Village of Eagle Pocket Park	1,972	-	-	-	-	-	-	#DIV/0!	-	-	-	-
30-506-000-600 Construction - Village of Eagle	52,484	2,635	-	-	-	-	-	#DIV/0!	-	-	-	-
	54,456	2,635	-	-	-	-	-	#DIV/0!	-	-	-	-
Total Capital Expenditures	6,282,283	2,349,697	3,667,951	1,194,260	2,113,806	893,500	(1,220,306)	-102%	100,000	100,000	90,000	90,000
Debt Service												
30-500-471-001 Principal - 1st Loan - \$1.2M (#880)	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
30-500-471-003 Principal - Fulton Bank Capital lease	51,064	52,489	52,489	53,956	53,956	-	(53,956)	-100%	-	-	-	-
30-471-000-100 Principal - Bonds, Series of 2019	135,000	155,000	-	-	-	-	-	0%	-	-	-	-
30-500-471-003 Interest - Capital Lease	-	2,969	-	1,502	-	-	-	0%	-	-	-	-
30-472-000-100 Interest - Bonds, Series of 2019	179,253	198,375	204,675	145,875	200,550	195,450	(5,100)	-3%	188,550	188,550	171,200	164,000
30-472-000-200 Cost of Issuance - Series of 2019	61,066	-	-	-	-	-	-	#DIV/0!	-	-	-	-
30-472-000-300 Bond Amortization - Series of 2019	-	-	(12,355)	(6,178)	(12,355)	(12,355)	(0)	0%	(12,355)	(12,355)	(12,355)	(12,355)
30-500-472-001 Interest - 1st Loan (1.95%) (#880)	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
30-500-472-003 Interest - Fulton Bank loan (2.6%)	4,394	-	5,780	-	1,505	-	(1,505)	#DIV/0!	-	-	-	-
Total Debt Service	430,777	408,833	250,589	195,155	243,656	183,095	(60,561)	-31%	176,195	176,195	158,845	151,645
Total Capital Expenditures & Debt Service	6,713,060	2,758,530	3,918,540	1,389,415	2,357,462	1,076,595	(1,280,867)	-92%	276,195	276,195	248,845	241,645
Net Income Prior to Operating Transfers Out	1,432,915	(1,040,065)	(3,219,740)	(858,323)	(1,236,662)	644,205	1,880,867	-219%	418,805	318,805	146,155	(46,645)

**Upper Uwchlan Township
Capital Fund
Budget**

		Actual	Actual	Budget	YTD	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
		2019	2020	2020	2021	2021	2022	'21 Bud	Inc/(Dec)	2023	2024	2025	2026
Operating Transfers													
30-505-000-010	To the General Fund	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
30-505-000-020	To the Solid Waste Fund	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
	To the Water Resource Protection Fund	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
	To the Act 209 Fund	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
Total Operating Transfers		-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
Net Income		1,432,915	(1,040,065)	(3,219,740)	(858,323)	(1,236,662)	644,205	1,880,867	-219%	418,805	318,805	146,155	(46,645)

Upper Uwchlan Township
Budget - 2022
Capital Purchases

	Capital Fund Amount	Costs Allocated to Municipal Authority	Total Cost
<u>Township Building</u>			
<u>Township Building</u>			
Filing cabinets - building plans	\$ 3,800	-	3,800
Total Township Building	3,800	-	3,800
 <u>Police Department</u>			
Vehicles (2)	104,000	-	104,000
Drone replacement	7,300		7,300
Speed sign	4,000		4,000
Motorcycle (to be purchased in 2022 at \$30k)	10,000	-	10,000
Total Police	125,300	-	125,300
 <u>Codes Department</u>			
New truck - Ranger 4x4 SuperCrew	35,000	-	35,000
	35,000	-	35,000
Total Codes	35,000	-	35,000
 <u>Public Works Department</u>			
<u>General Equipment</u>			
Replace 2006 backhoe	135,000	-	135,000
Replace vehicle lift	19,200		19,200
Purchase tack trailer	19,000		19,000
Purchase tire balancer	8,800		8,800
Total General Equipment	182,000	-	182,000
<u>Stormwater Equipment</u>			
Camera - shared with MA	19,000	19,000	38,000
Lifting equipment for loader	1,700	-	1,700
	20,700	19,000	39,700
<u>Building improvements</u>			
Driveway paving - Greenridge	-	5,000	5,000
Total Building Improvements	-	5,000	5,000
Total Public Works	202,700	24,000	226,700
 <u>Parks</u>			
<u>General</u>			
John Deere 7400A Terrain Cut Mower	46,000		46,000
Purchase Turf Roller	4,250		4,250
	50,250	-	50,250
<u>Hickory Park</u>			
Replace pavillion	95,000		95,000
Renovation design	30,000		30,000
Lighting for tennis & basketball courts	220,000	-	220,000
Camera system	40,000		40,000
	385,000	-	385,000
<u>Larkins Field</u>			
New fence	29,100		29,100
	29,100	-	29,100
<u>Fellowship Fields</u>			
Parking lot resurfacing	28,000		28,000
Bleacher	1,800		1,800
	29,800	-	29,800

Upper Uwchlan Township
Budget - 2022
Capital Purchases

	Capital Fund Amount	Costs Allocated to Municipal Authority	Total Cost
Total Parks	494,150	-	494,150
<u>Trails</u>			
Windsor Ridge trail design	43,850		43,850
	43,850	-	43,850
Total Trails and Bridges	43,850	-	43,850
TOTAL CAPITAL PURCHASES	\$ 904,800	\$ 24,000	\$ 928,800

CAPITAL INVESTMENT PROGRAM

Upland Farms Community Center

Project Location: Upland Farms
 Estimated Completion Date: 2024

Description: Convert Upland Farms to a Community Center with facilities for events, classrooms, walking trails and a parking lot.

Cost Summary:

	Previous Actual	Projected 2021	2022	2023	2024 & future	Project Total
Costs:	\$509,660	\$1,565,453	\$504,112	-	\$400,000	\$2,979,225
Resources:						
Bond financing		\$1,320,000				1,320,000
Capital Fund	\$509,660	245,453	504,112		400,000	1,659,225
Total	\$506,660	\$1,320,000	\$504,112	-	\$400,000	\$2,979,225

Hickory Park Lighting

Project Location: Hickory Park
 Estimated Completion Date: 2022

Description: Hickory Park is an active recreational facility with four fields. The staff plans to explore the feasibility and costs of various lighting options throughout the Park, including the recommendations of the Park and Recreation Board.

Cost Summary:

	Previous Actual	Projected 2021	2022	2023	2024	Project Total
Costs:			\$200,000	-	-	\$200,000
Resources:						
Capital Fund			200,000	-	-	200,000
Total	-	-	\$200,000	-	-	\$200,000

LIQUID FUELS FUND**MISSION**

The Commonwealth of Pennsylvania requires each municipality that receives Liquid Fuels funding to segregate those monies in a separate Fund and to use them only as prescribed by state statute for the maintenance of public roads.

DESCRIPTION OF SERVICES PROVIDED

The Liquid Fuels Fund was established to manage revenues and expenditures specific to the repair, maintenance, construction and re-construction of public roadways. The amount of a municipality's Liquid Fuels allocation is based on both census population and miles of roadway on their approved Liquid Fuels Inventory. To qualify for Liquid Fuels funding, a roadway must have a minimum right of way of 33'. The "cartway" (drivable surface) must be a minimum width of 16', and the roadway must be a minimum of 250' in length. In order to receive Liquid Fuels funding, the Township is required to submit to the Commonwealth of Pennsylvania a number of forms or reports to include: the MS-965 Actual Use Report, the MS-965P Project and Miscellaneous Receipts, the MS-965S Record of Checks, and the Department of Community and Economic Development's (DCED) Survey of Financial Condition. All Liquid Fuels expenditures must be made in compliance with the Liquid Fuels Tax Act. The Auditor General's Office audits the Township's Liquid Fuels Reports annually.

Liquid Fuels funding comes from the tax on each gallon of liquid fuels sold in the Commonwealth of Pennsylvania - the Oil Franchise Tax and the Oil Company Franchise Tax. Upper Uwchlan Township primarily uses Liquid Fuels funding for the maintenance of qualifying Public Works equipment, snow and ice removal and for the repair and re-paving of public roadways.

The Liquid Fuels Fund is projected to have a fund balance of approximately \$862,000 at December 31, 2021. At the end of 2022, the fund balance is projected to be approximately \$831,000 or a decrease of 3.6%. The Township re-paves approximately 2.7 miles of road each year and generally splits the cost between the Liquid Fuels Fund and the General Fund. The cash balance in the Liquid Fuels Fund has increased each year since annual expenses have been lower than the Motor Vehicle Fuel tax payments received from the Commonwealth of Pennsylvania. In 2021 and 2022, the costs are shared with the General Fund.

Budget Year	Population (Census - 2020)	Roadway Mileage	Liquid Fuels Allocation
2022	12,275	59.53	\$362,257 (estimated)
2021	12,275	59.53	\$373,168 (actual)
2020	12,275	59.53	\$399,957 (actual)

ACCOMPLISHMENTS IN 2021

- Maintained, repaired, and repaved Upper Uwchlan Township's nearly 60 miles of roadway

GOALS FOR 2022

- Continue the road resurfacing program

**Upper Uwchlan Township
Liquid Fuels
2022 Budget**

		Actual	Actual	Budget	YTD	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
		2019	2020	2020	2021	2021	2021	'21 Bud	Inc/(Dec)	2023	2024	2025	2026
		(9/30/21)											
Beginning Cash Balance:							861,766			830,343	890,960	961,577	1,042,193
INCOME													
04-341-000-000	Interest Earnings	15,020	2,441	14,000	496	7,000	7,000	-	0%	14,000	14,000	14,000	14,000
04-389-000-001	Snow Agreement	-	649	600	657.00	600	600	-	100%	600	600	600	600
04-389-000-002	Turnback Maintenance	14,520	14,520	14,760	14,520	14,520	14,520	-	0%	14,760	14,760	14,760	14,760
04-355-000-002	Motor Fuel Vehicle Taxes	412,753	399,957	393,958	373,168	362,257	362,257	(0)	0%	372,257	382,257	392,257	402,257
Total Income		442,293	417,567	423,318	388,841	384,377	384,377	(0)	100%	401,617	411,617	421,617	431,617
EXPENSES													
04-400-000-074	Equipment Purchase	-	-	-	-	-	-	-	0%	-	-	-	-
<u>Expenses</u>													
04-432-000-239	Snow & Ice Supplies	40,850	15,060	75,000	33,582	75,000	75,000	-	0%	50,000	50,000	50,000	50,000
04-432-000-250	Vehicle Maintenance & Repair	-	-	4,000	2,711	4,000	4,000	-	100%	4,000	4,000	4,000	4,000
04-432-000-450	Snow & Ice Contrated Services	8,730	4,876	-	-	-	24,000	24,000	#DIV/0!	-	-	-	-
04-438-000-239	Road Project Supplies	17,560	2,859	28,810	-	37,800	31,800	(6,000)	#DIV/0!	6,000	6,000	6,000	6,000
04-439-001-250	Resurfacing	129,268	337,892	513,444	213,491	275,000	275,000	-	0%	275,000	275,000	275,000	275,000
04-439-002-250	Base Repairs	-	-	-	-	6,000	6,000	-	#DIV/0!	6,000	6,000	6,000	6,000
04-438-000-450	Road Project Contracted Service	-	-	-	-	-	-	-	100%	-	-	-	-
Total Expenses		196,408	360,687	621,254	249,784	397,800	415,800	18,000	7%	341,000	341,000	341,000	341,000
Total Expenses & Equip Purchases		196,408	360,687	621,254	249,784	397,800	415,800	18,000	7%	341,000	341,000	341,000	341,000
04-472-000-003	Operating Transfers	-	-	-	-	-	-	-	-	-	-	-	-
Net Income		245,885	56,880	(197,936)	139,057	(13,423)	(31,423)	(18,000)	93%	60,617	70,617	80,617	90,617

WATER RESOURCE PROTECTION FUND

MISSION AND HISTORY

Upper Uwchlan Township contains parts of both the Brandywine Creek and Pickering Creek Watersheds. Contained within the former is the Marsh Creek watershed, which comprises 20 square miles of the Brandywine Creek watershed. The Marsh Creek watershed is of high quality and serves as headwaters for the East Branch of the Brandywine Creek. The Township's water bodies, streams, watersheds, wetlands, floodplains, and riparian buffers have significant value and influence on water supply, water quality, flood control, and wildlife habitats. When properly protected and managed, these interrelated systems can act to filter pollutants, control flows so as not to contribute to or exacerbate downstream flooding conditions, and protect wildlife habitats.



Marsh Creek Lake is an important resource for flood control and water quality, as well as a recreation resource. Marsh Creek State Park attracts nearly 2 million visitors annually.

Upper Uwchlan Township has a National Pollutant Discharge Elimination System (NPDES) permit that sets minimum standards and procedures that the Township must meet around stormwater control, pollutant reduction and prevention, and municipal operations. The Township is mandated by the Environmental Protection Agency (EPA) and the Pennsylvania Department of Environmental Protection (PADEP) to have a Stormwater Management Program which addresses both water quality and quantity.

The Water Resource Protection Fund (*previously known as the Stormwater Management Fund*) was established in July 2014 for the purpose of dedicating resources to protect and preserve our watersheds, reduce pollutants, and control storm water run-off and flooding.

In early 2015, the Township formed a committee to assess what will need to be done to comply with the unfunded Federal mandates under the NPDES Phase II stormwater regulations which are part of the Federal Clean Water Act of 1972. Outside consultants were engaged to assist the Township in reviewing the stormwater projects that will need to be completed – basin restoration, inlet cleaning and maintenance, storm drain cleaning and repair, street sweeping etc. to maintain water quality and prevent or reduce flooding. Funding has not yet been allocated for Phase III of this project, which includes analysis and public outreach regarding the implementation of a stormwater fee.

DESCRIPTION OF SERVICES PROVIDED

Upper Uwchlan Township is a participant in and is complying with all the requirements of the Pennsylvania Department of Environmental Protection's (DEP) Municipal Separate Storm Sewer System (MS4) program. The goals of the MS4 program and Upper Uwchlan Township are to reduce the discharge of pollutants from the Township, to protect water quality, and to satisfy requirements of the Clean Water Act. Stormwater point discharges to waters of the U.S. are regulated using NPDES permits. As an MS4, Upper Uwchlan Township is required to comply with the NPDES program. Under the NPDES stormwater program, permittees must develop a stormwater management plan that provides the

details of how the community will comply with the requirements of the permit. Annual reports on the Township's compliance with the MS4 mandates are completed and submitted by staff and consultants. Permits are based on a framework of six minimum control measures: Public education and outreach, public participation and involvement, illicit discharge detection and elimination, construction site runoff control, post-construction storm water management in new development and redevelopment, and pollution prevention and good housekeeping for municipal operations and maintenance.

2021 HIGHLIGHTS

In 2018, Upper Uwchlan Township was awarded grant funding through the Department of Environmental Protection (DEP) for a stormwater management project. The Township's project, Restoration of the Marsh Creek Watershed, was one of 61 projects selected by the DEP. Work on the project began in early 2021. The project includes the construction of a naturalized detention basin at Upland Farms and the naturalization of Township owned detention basins located off Heather Hill Drive. Working with T&M Associates, the Township completed design, survey, and engineering for the projects in 2021. Construction on the basins is planned to begin early in 2022.



Improving stormwater drainage at Upland Farms is one goal of the Marsh Creek Watershed Improvement Program projects.

The Water Resource Protection Fund is projected to have a Fund Balance of approximately \$203,000 at December 31, 2021. At the end of 2022, the projected Fund Balance is expected to be approximately \$170,000 or a decrease of 16.3%.

ACCOMPLISHMENTS IN 2021

- Repaired or rebuilt 17 inlets *(as of September 2021)*
- Corrected ongoing stormwater issue at the intersection of North Reeds & Davenport.
 - Installed 100' of 10" pipe
 - Removed problem organics
 - Covered with geo textile fabric
 - Created a swale to divert water from the road
- Replaced one 32' x 15" stormwater pipe in front of 19 Bryan Wynd
- Replaced one 32' x 15" stormwater pipe at the intersection of Fox Chase & Rabbit Run
- Cleaned out approximately 1,950 inlets throughout the year
- Performed street sweeping on approximately 238 lane miles
- Mowed the Township's five basins 30 times

GOALS FOR 2022

- Continue maintenance and repair of existing stormwater infrastructure
- Complete the retrofit two (2) Township owned stormwater detention basins
- Complete construction of the naturalized stormwater detention area at Upland Farms

- Hire and train a dedicated stormwater facilities staff member to address the increasing demands of maintenance of these structures throughout the Township
- Re-start the program begun in 2015 to address the requirements of the NPDES stormwater regulations

Staffing Statistics – as of the end of each year presented

	2022	2021	2020
Full time:	1	-	-
Total FTE's	1	-	-

Due to the increase in the number of facilities, the frequency of maintenance, the need for a dedicated stormwater management staff member has become apparent. Assigning a new member of the Public Works staff to these projects will allow the existing staff to keep up with other demands of the department. As the Water Resource Protection program is developed, staffing needs will continue to be assessed.

STATISTICS

	2022*	2021	2020
Storm water basins privately owned	87	81	77
Storm water basins Township owned	6	5	5
Storm water inlets	1,714	1,613	1,509
Outlet structures	77	71	68
End-walls	121	113	104
Head-walls	26	21	19
Flared End Sections	35	32	32
Manholes	118	110	106

*Rough values based on construction and developments which may be completed in 2022.

PERFORMANCE MEASURES

Township Goals Supported:

- Protect Natural Resources and Systems - Marsh Creek and Pickering Valley Watersheds
 - Protect the local watershed by appropriately managing storm water infrastructure via the development and management of a Water Resource Protection program
 - Continued collaboration on projects such as the Brandywine Creek Greenway
- Effective and Efficient Township Services
 - Protect and preserve investment in public facilities
 - Continue to identify and employ technological advances to promote access, maximize efficiencies and increase productivity of employees

**Upper Uwchlan Township
Water Resource Protection Fund
2022 Budget**

	Actual	Actual	Budget	Actual	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
	2019	2020	2020	YTD 2021 (9/30/21)	2021	2022	'21 Bud	Inc/(Dec)	2023	2024	2025	2026
INCOME												
08-341-000-010 Interest Earnings	1,919	206	600	42	600	600	-	0%	1,500	1,500	1,500	1,500
08-361-000-100 Usage Fees	-	-	-	-	-	-	-	#DIV/0!	376,320	752,640	752,640	752,640
08-354-000-010 County Grants - VPP	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
08-354-000-020 State Grants	-	-	282,432	33,068	-	235,482	235,482	83%	-	-	-	-
08-392-000-010 Transfer from General Fund	-	-	300,000	245,000	245,000	245,000	-	0%	-	-	-	-
Transfer from Capital Fund	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
08-392-000-020 Transfer from Municipal Authority	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
Miscellaneous Revenue	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
Total Income	1,919	206	583,032	278,110	245,600	481,082	235,482	#DIV/0!	377,820	754,140	754,140	754,140
Expenses												
08-404-000-311 Wage allocation from Public Works	-	-	-	-	5,266	60,748	55,482	#DIV/0!	106,821	109,552	112,356	115,236
08-404-000-311 Legal Expense	-	-	10,000	-	-	-	-	0%	5,000	5,000	5,000	5,000
08-406-000-010 Grant Application Fees	2,283	-	5,000	-	-	-	-	0%	5,000	5,000	5,000	5,000
08-406-000-340 Public Relations	-	-	22,000	-	-	-	-	0%	10,000	10,000	10,000	10,000
08-408-000-010 Engineering	-	-	5,000	-	-	-	-	0%	10,000	10,000	10,000	10,000
08-408-000-020 Feasibility Studies	-	-	140,022	-	140,022	140,022	-	0%	-	-	-	-
08-420-000-035 Permits	6,796	16,961	-	4,981	-	-	-	#DIV/0!	5,000	5,000	5,000	5,000
08-420-000-260 Small Tools & Equipment	-	3,195	1,000	2,415	1,400	600	(800)	-80%	1,000	1,000	1,000	1,000
08-446-000-101 Allocated Wages	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
08-446-000-200 Supplies	12,769	16,290	25,307	11,230	27,112	27,112	-	0%	25,000	25,000	25,000	25,000
08-446-000-230 Gas & Oil	-	-	1,600	-	1,600	2,400	800	50%	2,000	2,000	2,000	2,000
08-446-000-235 Vehicle Maintenance	704	832	3,990	-	4,000	4,250	250	6%	4,000	4,000	4,000	4,000
08-446-000-250 Maintenance & Repair	840	-	2,000	-	2,000	11,700	9,700	485%	2,000	2,000	2,000	2,000
08-446-000-316 Training & Seminars	-	-	2,000	-	2,000	2,000	-	0%	2,000	2,000	2,000	2,000
08-446-000-450 Contracted Services	7,775	3,126	60,000	3,323	60,000	30,000	(30,000)	-50%	30,000	30,000	30,000	30,000
08-446-001-250 Maintenance & Repair- MA	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
08-446-000-400 Construction	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
08-446-005-600 Construction - Marsh Creek Watershed	-	-	282,432	46,950	-	235,482	235,482	83%	-	-	-	-
Total Expenses	31,167	40,404	560,351	68,899	243,400	514,314	(20,050)	#DIV/0!	197,821	200,552	203,356	206,236
Total Expenses	31,167	40,404	560,351	68,899	243,400	514,314	(20,050)	#DIV/0!	197,821	200,552	203,356	206,236
Net Income	(29,248)	(40,198)	22,681	209,211	2,200	(33,232)	255,532	#DIV/0!	179,999	553,588	550,784	547,904

SEWER FUND

The Sewer Fund is a proprietary fund used by Upper Uwchlan Township to account for the resources necessary to operate the sewer system that is managed by the *Upper Uwchlan Township Municipal Authority (Sewer Authority or Authority)*. All of the land, sewage treatment plants, pump stations, collection systems etc. used in the operations of the sewer system are owned by Upper Uwchlan Township. The Township established the Sewer Authority and appointed members to its Board to operate the sewer system.

The Sewer Authority has a separate budget and prepares financial statements separately from the Township, although their financial statements are included in the audited annual financial statements of the Township as a component unit of the Township.

General Obligation Bonds – Series of 2019

The Township issued \$10,750,000 of General Obligation Bonds, Series of 2019 on December 11, 2018. The bonds closed on January 9, 2019. The bond proceeds are being used for both Township purposes and to expand the sewer system operated by the Upper Uwchlan Township Municipal Authority. The portion of the debt service that is attributable to the Municipal Authority (\$5,280,000) has been recorded in the Sewer Fund. The portion that is attributable to the Township (\$5,470,000) has been recorded in the Capital Fund.

To facilitate processing of construction payments, the Sewer Authority's portion of the bond proceeds were deposited into the Sewer Authority's bank account. A corresponding liability to the Sewer Fund in that amount was established on the Authority's books. The Sewer Fund has recorded a receivable from the Authority in the same amount.

The Authority has agreed to reimburse the Sewer Fund under an Operations and Management Agreement for the interest and principal payments annually.

General Obligation Bonds – Series of 2014 and Series A of 2019

In August, 2019 market conditions were advantageous for a current refunding of the Township's General Obligation Bonds, Series of 2014. The Township and Authority issued \$5,105,000 of General Obligation Bonds Series A of 2019 which closed on September 5, 2019. The sole purpose of this bond issue was to refund the General Obligation Bonds, Series of 2014. The Township issued the General Obligation Bonds, Series of 2014, five years ago to finance the construction of Phase II of the Route 100 Wastewater Treatment Plant and Collection System. The refunding – or early redemption – of the bonds provided a present value cost savings to the Township of \$567,080 or 11.14% of the refunded principal of \$5,090,000.

Under the Operations Agreement with the Municipal Authority, the Authority has agreed to reimburse the Township for its portion of the debt service on the bonds. The Sewer Fund's primary source of revenue consists of receipts from the Sewer Authority equal to the amount of payments on the bonds.

**Upper Uwchlan Township
Sewer Fund
Budget 2022**

		Actual	Actual	Budget	Actual YTD	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
		2019	2020	2020	2021	2021	2022	'21 Bud	Inc/(Dec)	2023	2024	2025	2026
(9/30/21)													
INCOME													
15-341-000-000	Interest Earnings	2,612	448	3,000	62	1,000	1,000	-	0%	1,000	1,000	1,000	1,000
15-342-000-100	Operation/Mgmt Agreement - Series of 2014	280,631		-		-	-	-	100%	-	-	-	-
15-342-000-200	Operation/Mgmt Agreement - Series of 2019	190,062	237,408	237,494	103,370	236,744	236,744	(0)	100%	235,994	235,244	239,344	238,294
15-342-000-300	Operation/Mgmt Agreement - Series A of 2019	48,198	335,280	335,300	63,098	336,200	336,200	-	100%	337,000	332,700	334,475	331,175
15-387-000-000	Contributions from Private Sector	-	-	-	-	-	-	-	100%	-	-	-	-
15-387-000-001	Asset Contribution from Private Sector	-	-	-	-	-	-	-	100%	-	-	-	-
15-392-000-000	Transfer from Municipal Authority	-	-	-	-	-	-						
Total Income		521,503	573,136	575,794	166,530	573,944	573,944	(0)	#DIV/0!	573,994	568,944	574,819	570,469
Expenses													
15-400-000-461	Bank Fees	-	500	200	500	800	800	-	0%	800	800	800	800
15-400-000-463	Misc. Expenses	-	-	1,000	-	1,000	1,000	-	0%	1,000	1,000	1,000	1,000
15-404-000-100	Legal Fees	-	-	-		-	-	-	#DIV/0!	-	-	-	-
15-472-000-100	Bond Interest Expense-Series of 2014	158,862	-	-		-	-	-	100%	-	-	-	-
15-472-000-105	Bond Interest Expense-Series of 2019	202,354	207,345	207,494	155,051	206,744	206,744	(0)	100%	205,994	205,244	204,344	203,294
15-472-000-110	Bond Interest Expense-Series A of 2019	34,056	129,938	130,300	94,648	126,200	126,200	-	100%	122,000	117,700	114,475	111,175
15-472-000-200	Bond Issuance Costs - Series of 2019	57,857	-	-	-	-	-	-	#DIV/0!	-	-	-	-
15-472-000-201	Bond Issuance Costs - Series A of 2019	69,496	-	-	-	-	-	-	#DIV/0!	-	-	-	-
15-472-000-300	Bond Amortization Expense-Series of 2014	(5,114)	(5,114)	(5,114)	-	-	-	-	0%	-	-	-	-
15-472-000-305	Bond Amortization Expense-Series of 2019	553	553	829	415	829	829	0	0%	829	829	829	829
15-472-000-310	Bond Amortization Expense-Series A of 2019	(4,984)	(6,645)	(6,645)	(3,323)	(6,645)	(6,645)	(0)	0%	(6,645)	(6,645)	(6,645)	(6,645)
15-493-000-083	Depreciation Expense	516,652	503,510	-	-	-	-	-	#DIV/0!	-	-	-	-
	Loss on Disposal of Asset			-	-	-	-	-	#DIV/0!	-	-	-	-
Total Expenses		1,029,732	830,087	328,064	247,291	328,928	328,928	(0)	#DIV/0!	323,978	318,928	314,803	310,453
Transfers													
15-492-000-010	Transfer to Municipal Authority	-	-	-	-	-	-	-	0%	-	-	-	-
		-	-	-	-	-	-	-	0%	-	-	-	-
Total Expenses and Transfers Out		1,029,732	830,087	328,064	247,291	328,928	328,928	(0)	#DIV/0!	323,978	318,928	314,803	310,453
Net Income													
		(508,229)	(256,951)	247,730	(80,761)	245,016	245,016	(0)	#DIV/0!	250,016	250,016	260,016	260,016

ACT 209 FUND

DESCRIPTION OF SERVICES PROVIDED

The ACT 209 Fund was established in order to manage and account for the funds received from the ACT 209 traffic impact fees imposed on new development or re-development that generates increased traffic volumes within the Township. Ordinance #99-01 established the ACT 209 traffic impact fee in compliance with the Pennsylvania Municipalities Planning Code. The purpose of the ACT 209 traffic impact fee is to provide the funds necessary to make transportation capital improvements to support existing traffic volumes and traffic volumes projected to be generated by new growth and development in the Township. The Township's ACT 209 transportation impact fee, as revised and adopted in 2016, is currently \$2,334 per weekday (M-F) peak hour (4:00 PM – 6:00 PM) new trip.

ACT 209 requires certain engineering studies, reviews, and plans in order to substantiate the impact fee to include: the Land Use Assumptions Report (LUAR), the Roadway Sufficiency Analysis (RSA), and the Capital Projects Improvement Plan (CPIP). As part of the Township's efforts to update the Comprehensive Plan, a DRAFT LUAR was completed in 2013, reviewed, updated, and adopted in 2015. The RSA and the CPIP were revised and updated in 2015/2016 and finally adopted in 2016. All planning activity was funded from the General Fund with expenditures from the ACT 209 Fund being used for only activities authorized by ACT 209.

The Act 209 Fund is projected to have a fund balance of approximately \$1,045,000 at December 31, 2021. At the end of 2022, the fund balance is projected to be approximately \$1,046,000 or an increase of 0.10%.

ACCOMPLISHMENTS IN 2021

- All residential and commercial land development activity taking place within the designated ACT 209 Transportation area is charged the Act 209 Transportation Impact Fee. This fee is calculated based on newly generated trips during the evening peak hour period. These reviews are ongoing during the land development process.

GOALS FOR 2022

- Continue to monitor traffic volume and occupancy in and around the Township as it relates to the traffic signal system and future capital construction projects
- Coordinate with developers of land development projects in the review process in order to advance transportation related capital improvements projects required as a result of development growth.
- Finalize design and permitting for a traffic signal to be located at Little Conestoga Road and Milford Road
- Evaluate, on an ongoing basis, grant funding opportunities for capital improvement projects which will increase/improve volume or capacity on the Township roadway network.

**Upper Uwchlan Township
ACT 209
2022 Budget**

		Actual	Actual	Budget	Actual - 9/30/21	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
		2019	2020	2020	2021	2021	2022	'21 Bud	Inc/(Dec)	2023	2024	2025	2026
Revenue													
09-354-000-030	Grant Revenue - Federal	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
09-354-100-140	Grant Revenue - State	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
09-341-000-000	Interest Earnings	12,090	2,440	12,000	549	1,000	1,000	-	0%	1,000	1,000	1,000	1,000
09-379-000-010	Transportation Impact Fees	142,374	354,768	478,470		-	-	-	#DIV/0!	-	-	-	-
09-380-000-000	Misc Revenue	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
09-395-000-200	Transfer from Capital Fund	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
Total Income		154,464	357,208	490,470	549	1,000	1,000	-	#DIV/0!	1,000	1,000	1,000	1,000
Expenses													
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 Expenses		-	-	-	-	-	-	-	#DIV/0!	-	-	-	-
Net Income		154,464	357,208	490,470	549	1,000	1,000	-	#DIV/0!	1,000	1,000	1,000	1,000

GLOSSARY

Accrual Basis of Accounting – The basis of accounting in which revenues are recognized when they are earned and expenses are recognized when they are incurred.

Act 209 Transportation Plan – refers to Act 209 of the Pennsylvania Legislature, enacted on July 31, 1968. It provides for traffic impact fees for development or re-development that generates increased traffic volumes within municipalities.

Act 537 Plan – refers to the Pennsylvania Sewage Facilities Act, as amended, enacted on January 24, 1966 to correct existing sewage disposal problems and prevent future problems. The Act requires proper planning in all types of sewage disposal situations. Local municipalities are largely responsible for administering the Act 537 sewage disposal program.

Amortization – this is the process of systematically reducing the value of an intangible asset.

Assets – Property owned by the Township that has a monetary value.

Audit – See “Financial Statement Audit”.

Balanced Budget – A budget is considered balanced when budgeted revenues equal or exceed budgeted expenditures. (also known as a “structurally balanced budget”)

Bonds – an instrument of indebtedness from the bond issuers to the holders. It is a fixed income investment where the investor (holder) loans money for a fixed period of time to the bond issuer (usually a municipality or corporation) at a stated interest rate.

CAFR – abbreviation for Comprehensive Annual Financial Report. The CAFR expands upon full GAAP financial statements by including a large amount of statistical information applicable to the municipality.

Capital assets – any tangible or intangible asset that has an initial useful life extending beyond a single reporting period. Assets such as land, easements, buildings, building improvements, vehicles, machinery, equipment, infrastructure, works of art or of historical significance are normally capital assets.

Capital Expenditures – Money expended to purchase capital assets.

Comprehensive Annual Financial Report – The official financial report of a municipal entity. It includes management’s discussion and analysis, financial statements, supporting schedules and required supplementary information and statistics on the municipality.

DDB – “DDB” is an abbreviation for Dry Detention Basin. A dry detention basins’ outlets have been designed to detain storm water runoff for a minimum period of time (ie. Usually 24 hours) to allow particles and pollutants to settle. Unlike wet ponds, they do not have a permanent pool of water.

GLOSSARY, cont'd

Debt Limit – The State-set maximum amount of legally permitted outstanding net debt.

Delaware Valley Insurance Trust (DVIT) – A regional risk sharing pool providing property, liability and/or health coverage to its participating members which consists of municipalities in Southeastern Pennsylvania. The Trust was formed under the authority granted by the Pennsylvania Intergovernmental Cooperation Act and the Pennsylvania Political Subdivision Tort Claims Act.

The Township currently has all of its insurance coverage through DVIT.

Depreciation – the process of systematically reducing the value of a capital asset.

Electoral Debt - Debt incurred with the approval of the voters

Enterprise Funds – Proprietary fund type used to report an activity for which a fee is charged to external users for goods or services.

Fiduciary Fund – a fund whose assets are held in trust. For example, a pension plan.

Financial statement audit – An examination designed to provide independent assurance that financial statements are fairly presented. Typically performed by an independent firm of Certified Public Accountants.

Full-time Equivalent (FTE) – An employee's scheduled hours divided by the employer's normal workweek. For example an employee who works 10 hours per week for an employer with a 40 hour workweek would be 0.25 FTE.

Fund – A fiscal and accounting tool with a self-balancing set of accounts to record revenues and expenditures.

Fund Balance – Fund balance is the net position of a governmental fund. It is equal to the difference between assets, liabilities, deferred outflows of resources and deferred inflows of resources. It is the "equity" of a governmental fund.

GAAP - GAAP is an abbreviation for Generally Accepted Accounting Principles which are the standard framework and guidelines used in financial accounting in the United States of America. The Financial Accounting Standards Board is responsible for issuing new accounting pronouncements.

GASB - GASB is an abbreviation for The Government Accounting Standards Board. GASB is the authoritative accounting and financial reporting standard –setting body for state and local governments.

General Fund - An accounting entity used to account for all revenue and expenditures applicable to the general operations of the departments of the Township, and to record all financial transactions not accounted for in another fund.

GLOSSARY, cont'd

GFOA – GFOA is the abbreviation for The Government Finance Officers Association. The GFOA is a national professional organization comprised of people who are working in government finance on a state, local or federal level. The GFOA holds educational training seminars nationally and also provides information on “Best Practices”, as well as other services, to its members. State and local chapters provide local training on a monthly, quarterly, or annual basis.

Governmental Funds – Funds generally used to account for tax supported activities. There are five types of governmental funds: the general fund, special revenue funds, capital projects funds, and permanent funds.

Impervious Coverage - Impervious coverage refers to any man-made surfaces, along with compacted soil, that water cannot penetrate. Examples, are asphalt, concrete, and rooftops.

LUAR – is the abbreviation for a Land Use Assumptions Report.

Major Fund – A governmental fund or enterprise fund reported as a separate column in the basic fund financial statements and subject to a separate opinion in the independent auditor’s report.

Millage or “mills” – the property tax rate that an owner of real property is required to pay to the taxing authority. A “mill” is one thousandth of a currency unit. For example, to obtain the amount of tax, multiply the assessed value of the property times the millage rate and then divide by 1,000.

Modified Accrual Basis of Accounting – an accounting method that combines elements of the two basic accounting methods, cash basis and accrual basis. Revenues are recognized when earned, measurable and available. Expenses are recognized when the liability is incurred.

MS-4 – Under the 1987 Clean Water Act Amendments, the U.S. EPA developed new regulations to address storm water that might impact water quality. These new “Municipal Separate Storm Sewer System” (MS4) regulations were established by the EPA and are administered in Pennsylvania by the Pennsylvania Department of Environmental Protection (“DEP” or “PADEP”).

MUTCD Standards –this refers to the Federal Highway Administration manual on Uniform Traffic Control Devices.

Non-electoral Debt – Debt not approved by the voters.

Non-Major Funds – Funds that account for the proceeds of specific revenue sources that are restricted or assigned expenditures for specified purposes. They include: the Liquid Fuels Fund, Act 209 Fund, and the Water Resource Protection Fund.

NPDES permit – National Pollutant Discharge Elimination System permit. Permits are issued by PADEP.

PADEP – Pennsylvania Department of Environmental Protection

GLOSSARY, cont'd

PEMA – Pennsylvania Emergency Management Agency

Proprietary Fund - A Fund that focuses on the determination of operating income, changes in net position, financial position, and cash flows. There are two types of proprietary funds: enterprise funds and internal service funds.

Scheduled interest - is the amount of interest that would be paid by following the bank's amortization schedule. If the Township pays additional principal amounts during the remaining years of the loan, the actual amount of interest paid will be less.

Second Class Township – a second class township is defined as having a population of less than 300 inhabitants per square mile and in Pennsylvania they are governed by the Second Class Township Code, enacted by the state legislature on May 1, 1933, as amended.

Self-Liquidating Debt – Debt to be paid solely from rents, rates or other charges to the ultimate users of the project to be financed by such debt.

Subsidized Debt – Debt the principal and interest on which will be covered by subsidies or reimbursements to be paid to the Township by the Commonwealth of Pennsylvania or the federal government, or under a subsidy contract with the Township, by another local government unit or an authority.

WWTF – Waste Water Treatment Facility



UPPER UWCHLAN TOWNSHIP

RESOLUTION # _____

A RESOLUTION ESTABLISHING THE POLICE OFFICERS' CONTRIBUTIONS TO THE UNIFORMED EMPLOYEE PENSION PLAN FOR CALENDAR YEAR 2022

WHEREAS, Upper Uwchlan Township adopted Ordinance #07-04, establishing a Pension Plan ("Plan") for its Uniformed Employees (Police Officers), and

WHEREAS, Upper Uwchlan Township is required to annually define the rate at which members shall contribute to the Plan;

NOW, THEREFORE, BE IT RESOLVED, that the Upper Uwchlan Township Uniformed Employee Pension Plan employee contribution rate for 2022 is defined as five percent (5%) of Salary, with Salary defined in the Plan (Section 1.18) as:

"Earnings including base pay, longevity pay, night differential pay (if any), overtime pay and pick-up contributions (i.e. W-2 wages) pursuant to Section 414(h) of the Internal Revenue Code, but shall exclude reimbursement expenses or payments in lieu of expenses, non-salary compensation including, but not limited to, fringe benefits provided by the Municipality and any other allowances paid by the Municipality, i.e. uniform allowance, medical reimbursement. Salary shall include any elective salary deferrals made by the Member pursuant to Section 457 or 125 of the Internal Revenue Code."

RESOLVED THIS 20th day of December, 2021.

UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS

Sandra D'Amico, Chair

Jamie W. Goncharoff, Vice-Chair

Jennifer F. Baxter, Member

ATTEST:

Gwen A. Jonik, Township Secretary



UPPER UWCHLAN TOWNSHIP

RESOLUTION # _____

WHEREAS, Upper Uwchlan Township adopted Ordinances #06-02, establishing a Defined Benefit Pension Plan ("Plan") for its full-time non-uniformed employees, and #2010-02, amending definitions within the Plan and with Ordinance #2015-09 established a Defined Contribution Plan for all new full-time non-uniformed employees;

WHEREAS, Upper Uwchlan Township is required to annually define the rate at which members shall contribute to these Plans;

NOW, THEREFORE, BE IT RESOLVED, that the Upper Uwchlan Township Non-Uniformed Employee Pension Plan employee contribution rate for 2022 is defined as five percent (5%) of Salary, with Salary defined in the Plan (Section 1.17) as "base pay, longevity pay, overtime pay, pick-up contributions (i.e. W-2 wages) pursuant to Section 414(h) of the Internal Revenue Code, but shall exclude reimbursement expenses or payments in lieu of expenses, non-salary compensation including, but not limited to, fringe benefits provided by the Municipality and any other allowances paid by the Municipality, i.e. uniform allowance, medical reimbursement. Salary shall include any elective salary deferrals made by the Member pursuant to Section 457 or 125 of the Internal Revenue Code."

RESOLVED THIS 20th day of December, 2021.

UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS

Sandra M. D'Amico, Chair

Jamie W. Goncharoff, Vice-Chair

Jennifer F. Baxter, Member

ATTEST:

Gwen A. Jonik, Township Secretary



Codes and Zoning Department
140 Pottstown Pike
Chester Springs, PA 19425

Fax: 610-458-0307
Website: www.upperuwchlan-pa.gov

Upper Uwchlan Township 2022 Schedule of Fees (Includes Park & Recreation Fees)

RESOLUTION # _____

THE FOLLOWING ADMINISTRATIVE FEE APPLIES TO ALL BUILDING PERMITS

ADMINISTRATIVE FEE Includes UCC fees as Required by the
Commonwealth of Pennsylvania \$5.00

THE FOLLOWING PROCESSING FEE APPLIES TO ALL BUILDING PERMIT FEES UNDER \$1,000.00 PAID BY CREDIT CARD

No Credit Card Payments Over \$1,000.00 Accepted

Building Permit Fees Up to \$500.00 = \$5.00

Building Permit Fees \$500.01 - \$1,000.00 = \$10.00

RESIDENTIAL PERMITS

RESIDENTIAL SINGLE-FAMILY & TWO-FAMILY DWELLINGS

Calculated using the ICC method: *See Exhibit A – Building Valuation Data*

Plus Zoning Review Fee\$ 50

MULTI FAMILY BUILDINGS

Calculated using the ICC method: *See Exhibit A – Building Valuation Data*

Plus Zoning Review Fee\$ 50

RESIDENTIAL ADDITIONS (includes alterations and renovations)

Minimum \$100 (up to first \$1000 cost of Construction, plus \$12 per additional \$1000 of construction
cost or fraction thereof)

Plus Zoning Review Fee\$ 30

ACCESSORY BUILDING (such as Carports, Play Structures, Detached Garages, Greenhouses and Sheds)

Under 200 sq. ft.: **does not** require a building permit. (See Zoning Permits Section, Page 2)

Over 200 sq. ft.: \$200 for the first 1000 sq.ft., plus \$20 for each additional 100 sq.ft. or fraction thereof

Plus Zoning Review Fee\$ 20

RESIDENTIAL DECKS, PATIOS, TERRACES

150 sq.ft. or less.....\$150

150 sq.ft. or more.....\$200

Plus Zoning Review Fee\$ 20

<u>RE-ROOF</u>	\$ 75
<u>SWIMMING POOLS, HOT TUBS</u>	\$200
Plus Zoning Review Fee	\$ 20
<u>DEMOLITION</u>	\$250
<u>DEMOLITION-ACCESSORY BUILDING</u>	\$ 50
<u>FLOOD PLAIN CONSTRUCTION FEE</u>	\$75
<u>GRADING PERMIT</u>	\$75
<u>UNDERGROUND TANK REMOVAL</u>	\$ 75
<u>BASEMENT EGRESS OPENING</u>	\$100
<u>STUCCO REPLACEMENT</u>	\$ 50
<u>PLUMBING PERMITS</u>	2% of total cost of material & labor (\$50 minimum)
<u>ELECTRICAL PERMITS</u>	2% of total cost of material & labor (\$50 minimum)
FILING FOR 3 rd PARTY INSPECTION ONLY	\$ 25
<u>GENERATOR PERMIT</u>	\$75
<u>MECHANICAL (HVAC)</u>	2% of total cost of material & labor (\$50 minimum)
<u>HOT WATER HEATER REPLACEMENT - Fuel Gas Only</u>	\$75
<u>HEATER CONVERSION or REPLACEMENT</u> (no ductwork changes)	\$120
<u>ALTERNATIVE ENERGY SYSTEM PERMITS</u>	
Geothermal \$200; Solar \$200; Wind \$200	
<u>ROAD PERMITS</u>	Driveway (new and widening)... \$100
<u>STORM WATER MANAGEMENT PERMIT</u>	\$50 for Permit, plus \$750.00 Escrow for Review
<u>USE AND OCCUPANCY</u>	
New Construction.....	\$50
Additions/Alterations/Renovations.....	\$25
Pools.....	\$25
Resale Certificates.....	\$100
Refinance Certificates.....	\$30
<u>RE-INSPECTIONS</u>	\$ 50
<u>ZONING PERMITS</u>	
Confirmation Letter.....	\$50
Zoning Permit.....	\$50
Fence.....	\$50

ZONING PERMITS (Continued)

The following accessory residential structures, under 200 sq. ft. require a Zoning permit:

Carport.....	\$50
Detached Garage.....	\$50
Greenhouse.....	\$50
Sheds.....	\$50
Play Structures	\$25

COMMERCIAL PERMITS

NEW COMMERCIAL CONSTRUCTION

All use groups -- calculated using the ICC method: *See Exhibit A – Building Valuation Data*

Plus Zoning Review Fee\$ 80

ACCESSORY BUILDINGS

All commercial building except utility -- calculated using the ICC method: *See Exhibit A – Building Valuation Data*

Plus Zoning Review Fee\$ 50

ADDITIONS

All Commercial Use Groups\$500 minimum plus \$.22 per sq.ft

Plus Zoning Review Fee\$ 50

ALTERATIONS/RENOVATIONS/TENANT FIT OUTS

All Commercial building except utility.....2% of total cost (\$50 minimum)

ANNUAL PERMIT FILING FEE\$100

COMMERCIAL U&O

Minor (strip mall) Tenant U&O..... \$ 75

Business/Commercial Retail U&O.....\$100

Change of Occupancy \$ 75

RE-ROOF.....\$150

FENCE.....\$100

PLAYGROUND STRUCTURES (NON-RESIDENTIAL)\$200

Plus Zoning Review Fee\$ 50

DEMOLITION

\$200/50,000 sq. ft. or fraction thereof, plus \$30 for each additional 5,000 sq. ft. or fraction thereof

BLASTING.....\$150

TEMPORARY CONSTRUCTION TRAILER.....\$100 per year

BUILDING MOVING PERMIT

\$10 per \$1,000 estimated cost of moving, plus foundation costs and all other work necessary to replace Building

COMMUNICATION TOWER

Additional Antennae on Existing Tower.....	\$500 per location
Replace existing Antennae.....	2% of total construction
Annual inspection.....	\$100
Wireless Communication Facility.....	\$250

PLUMBING/SEWAGE.....2% of total cost of material and labor (\$100 minimum)

ELECTRICAL PERMIT.....2% total cost of material & labor (\$50 minimum)

MECHANICAL (HVAC).....2% total cost of material & labor (\$50 minimum)

ALTERNATIVE ENERGY SYSTEM PERMITS.....\$100 plus cost of Electrical Permit

STORM WATER MANAGEMENT PERMITS\$100 for permit, plus \$1,000 Escrow for Review

TENT PERMIT.....\$80

UNDERGROUND TANK REMOVAL.....\$200

FAILURE TO OBTAIN REQUIRED PERMITS

If the required permit (building, zoning, plumbing, mechanical or electrical permit) is not obtained, fees are subject to be doubled at the discretion of the Code Official.

CONTRACTOR REGISTRATION (ANNUAL) Remodeling Contractors must be State Registered

Electrical.....	\$50/yr
General Contractor.....	\$50/yr
Mechanical.....	\$50/yr
Plumbing.....	\$50/yr
Fire Protection.....	\$50/yr
Other.....	\$50/yr
Electric Inspection Agency.....	\$150/yr

ROAD PERMITS

Road Opening restoration costs plus.....	\$100
Sewer Inspection.....	\$ 50
Driveway (new and widening).....	\$100

SUBSURFACE & SURFACE FACILITY INSTALLATIONS

(pipe, cable, wires, conduit, electric gas service, pipelines, etc.)

Escrowed funds for pavement opening.....	\$20/sq.ft.
(reimbursed upon satisfactory completion and inspection of work)	
Facility connection, Each 50 L.F. section.....	\$300
Each additional 100 LF section or fraction thereof	\$100
Facility Openings... (tap-ins, repairs, service connections)	\$100
Overhead facility installation.....(poles, etc.).....	\$50/each pole
Road sign replacement.....	\$100/sign
(for labor and equipment PLUS material cost, i.e.- post, sign plate, hardware, etc. due to accidents, developer request, etc.)	

FIRE PROTECTION

Installation/Modifications of automatic Fire Extinguishing systems.....	\$50 for first \$1,000/cost; \$25 for each additional \$1,000 or fraction thereof, minimum \$50
Installation/Modification of Fire Alarm & Detection systems.....	\$50 for first \$1,000/cost; \$25 for each additional \$1,000 or fraction thereof, minimum \$50
Compressed Gases.....	\$150 (installation, repair, abandonment, removal, place temporarily out of service, close service, substantial modification)
Flammable/Combustible Liquids.....	\$50 for first \$1,000/cost; \$25 for each additional \$1,000 or fraction thereof (repair, modify pipeline for transportation of flammable or combustible liquids OR installation, construction or alteration of terminals, fuel-dispensing station or other similar facilities)
Flammable/Combustible Liquids Tank	
Residential.....	\$ 25
Commercial ... (less than 5000 gal).....	\$100
Commercial... (more than 5000 gal).....	\$250 (installation, alteration, removal, abandonment or disposal)
Installation of Industrial Ovens.....	\$100
Installation of Spray Room, Dip Tank or Booth.....	\$50 for the first \$1,000 of cost; \$25 for each additional \$1,000 or fraction thereof; minimum \$50
Erection of Temporary Membrane Structures.....	\$ 50 Tents (in excess of 200 sq. ft.) & Canopies (in Excess of 400 sq. ft.)

FIRE CODE INSPECTION FEES

Up to 1,000 sq. ft.....	\$ 25
1,001-3,500 sq. ft	\$ 50
3,501-12,000 sq. ft	\$ 75
12,001-36,000 sq. ft.....	\$100
36,001-50,000 sq. ft.....	\$150
50,001-100,000 sq. ft.....	\$200
Over 100,000 sq. ft.....	\$250
Publicly-owned Education buildings.....	No Charge
Required Re-inspection.....	\$ 25/visit
Fireworks-Public Display.....	\$100

SIGN PERMITS

Permitted sign in residential area.....	\$25
Up to and including 40 sq. ft.....	\$100
Greater than 40 sq. ft.....	\$200
Billboard annual structural inspection fee.....	\$50

TOWNSHIP PROFESSIONAL SERVICES SCHEDULE – 2022

Township Engineer (Civil)	\$75-\$165/hour
Township Engineer (Traffic)	\$50-\$195/hour
Township Engineer (Wastewater)	\$44-\$149/hour
Township Planner	\$75-180/hour
Township Solicitor	\$205/hour
Alternate Solicitor	\$210/hour
Township Zoning Solicitor	\$180/hour
Municipal Authority Solicitor	\$215/hour
Historic Preservation Consultant (also archeological services)	\$70-\$103/hour

TRAFFIC IMPACT FEE

Per trip.....\$2,334.00

SUBDIVISION/LAND DEVELOPMENT

Application Fee	
1-2 lots.....	\$250
3-5 lots.....	\$500
Plus \$25 for each lot over 3	
Over 5 lots.....	\$1000
Plus \$50 for each lot over 5	

The Applicant shall enter into a Review Escrow Agreement and place into escrow with the Township at the time of application an amount estimated by the Township to cover all costs of engineering and professional planning reviews (not including County application fee), legal services and other professional services used by the Township in connection with the application.

BOARD OF APPEALS

Building Code or Fire Code appeals:

\$300.00 plus reasonable fees for Hearing, administrative, legal transcripts, etc.

Western Chester County Regional U.C.C. Appeals Board (WCCRUCAB)

Minor Application: a Minor appeal application involves one- or two-family dwellings only.

Major Application: a Major appeal application involves applications other than the above residential uses, plus commercial, institutional or industrial uses.

Minor and Major Applications proposed to be administered in their entirety by the WCCRUCAB will require escrow funds to be established with the Appeals Board, and will include the following items:
5 Hearing Panel Members, Solicitor Cost, Legal Advertisement, Court Reporter Appearance Fee, Hearing Transcript (if needed)

Minor Application	\$1,500 First Hearing	\$500.00 Second Hearing Escrow
Major Application	\$2,000 First Hearing	\$500.00 Second Hearing Escrow

HEARINGS BEFORE THE BOARD OF SUPERVISORS

<u>Type of Application</u>	<u>Commercial/Industrial</u>	<u>Non-Commercial</u>
Curative Amendment	\$1000	\$500
Conditional Use	\$1000/First Hearing	\$500/First Hearing
Plus Reimbursement of Township's Consultant and Legal Fees		
Additional Hearings	\$500/Additional Hearings	\$250/Additional Hearings
Miscellaneous Hearings	\$1000	\$500

Hearing Fees deposited shall be used to defray the cost of the following:

- Publication Costs-"Notice of Hearing" and other legal publication charges.
- Cost of preparation and mailing of notices of hearing and decision.
- 50% of cost for stenographer.
- Cost of one (1) copy of original transcript, plus any additional transcripts requested.

HEARINGS BEFORE THE ZONING HEARING BOARD

<u>Type of Application</u>	<u>Commercial/Industrial Deposit</u>	<u>Residential Deposit</u>
Variance	\$1400	\$650
Special Exception	\$1400	\$650
Appeals of Zoning Officer Decision	\$1400	\$650
Challenge of Validity	\$1400	\$650
Zoning Ordinance		
Miscellaneous Appeals	\$1400	\$650

Hearing deposit shall be used to cover the cost of the following:

- Publication costs-"Notice of Hearing" and other legal publication charges
- Cost for preparation and mailing of notices of hearing and decision
- 50% of costs for stenographer
- Administration assessment

Should costs of Hearing(s) exceed the deposit, Applicant will be liable for outstanding charges (in increments of \$100); should costs of Hearing(s) be less than the Application fee, the balance will be refunded.

- Transcript - COST of Hearing Transcript shall be paid by requesting person or party.

PARK AND RECREATION FEES

See Page 10 for the Park & Recreation Fees Chart

RECYCLING AND / OR SOLID WASTE HAULER LICENSE FEE ANNUAL.....\$25/Truck

ADMINISTRATION FEES

Administrative Fee: reimbursable engineering invoices, reimbursable legal invoices
10% of invoice up to maximum \$100 Administrative Fee/invoice

Certifications:

Public Sewer Account and/or Solid Waste / Recycling Account\$ 30.00
Real Estate Tax (Township only).....\$ 25.00

ADMINISTRATION FEES (Continued)

Municipal Claims/Liens -- Delinquent Accounts -- Attorney's Fees:

- Receive and review delinquent account information, verify property owner/address, prepare 30-day demand letter.....\$ 50.00
- Send 10-Day Notice.....\$ 15.00
- Prepare and file municipal lien.....\$ 100.00
- Prepare and file order of satisfaction and notice to property owner.....\$17.50
- Prepare and file writ of scire facias.....\$100.00
- Reissue writ.....\$30.00
- Prepare and mail correspondence per Pa.R.C.P. §237.1\$30.00
- Motion for alternate service\$200.00
- Motion for summary judgment.....\$200.00
- Prepare and file writ of execution for sheriff sale\$500.00
- Attendance at sale and evaluate schedule of distribution and resolve issues ancillary to sale.....\$300.00

Miscellaneous litigation and/or legal activities hourly rate not to exceed \$170.00/hour

On-Lot Sewage System Operation and Maintenance Plan Review Fee (Annual) \$125.00

Returned Checks\$30.00

Solid Waste and Recycling Collection (Annual).....\$315.00

Solid Waste, Recycling Toter Carts64-gallon \$59.00;.....96-gallon \$64.00

Storm Water Best Management Practices Operation and Maintenance Plan Review Fee
(Annual)..... \$125.00

Tax Collection - Real Estate Taxes: Contact the Tax Collector for current rate

Vehicle Impound -- Towing and 48-hour Storage Fee.....\$150.00

Verification (written) of Permits/Approvals and their expirations:

- Residential Approval Verification.....\$100.00
- Commercial Approval Verification.....\$300.00

PRINTED MATERIAL

Zoning Ordinance (spiral bound-includes color zoning map).....\$35.00

Subdivision/Land Development Ordinance.....(spiral-bound).....\$35.00

Comprehensive Plan.....(spiral-bound).....\$35.00

Storm Water Management Ordinance.....\$10.00

Open Space, Recreation and Environmental Resources Plan.....\$25.00

Zoning Map.....\$15.00

Base Map.....\$10.00

"Neighborhood" Map.....No charge for Residents.....\$3.00 Non-Residents

The Upper Uwchlan - A Place Betwixt & Between...(softback).....\$15.00

PRINTED MATERIAL Continued

Request for Information/Research Fee.....	As allowed per State Statute
Copies: Per copied side 8 ½ x 11.....	\$0.25
Per copied side 11 x 17.....	\$0.50
Certified copies of Records (does not include notarization fees).....	\$3.00/Record
(As allowed by the Right To Know Law Fee Structure)	
Plot Plans.....	\$5.00
Biodegradable Leaf / Yard Waste Bags.....	\$2.50/bundle of 5

SOLICITATION LICENSE

Application Fee	\$ 25.00
License	\$125.00
Identification Card	Per Person...\$ 20.00

NOW, THEREFORE, BE IT RESOLVED, this 20th day of December, 2021.

UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS

Sandra M. D'Amico, Chair

Jamie W. Goncharoff, Vice-Chair

Jennifer F. Baxter, Member

ATTEST:

Gwen A. Jonik, Township Secretary

Attachment: Exhibit A – Building Valuation Data, 2 pages

PARK AND RECREATION FEES

Hickory Park					
Facility	Type 2	Type 3	Type 4	Type 5	Type 6
Baseball 60’	\$2000/Season \$20/hour	No Charge	\$25/hour	\$3400/Season \$30/hour	\$30/hour
Baseball 90’	\$2000/Season \$20/hour		\$25/hour	\$3400/Season \$30/hour	\$30/hour
Multi-purpose	\$2000/Season \$20/hour		\$25/hour	\$3400/Season \$30/hour	\$30/hour
Tennis	\$15/hour		\$20/hour	\$25/hour	\$25/hour
Volleyball	\$15/hour		\$20/hour	\$25/hour	\$25/hour
Pavilion	\$25/day		\$35/day	\$50/day	\$50/day
Fellowship Fields					
Facility	Type 2	Type 3	Type 4	Type 5	Type 6
Multi-Purpose Field*	\$2800/Season \$25/hour	No Charge	\$25/hour	\$4000/Season \$30/hour	\$30/hour
Synthetic Turf Field*	\$5600/Season Non-seasonal users - \$100/hour	\$100/hour	\$125/hour	\$7800/Season Non-seasonal users - \$150/hour	\$150/hour
Larkin’s Field					
Facility	Type 2	Type 3	Type 4	Type 5	Type 6
Multi-purpose #1	\$25/hour \$2000/Season	No Charge	\$25/hour	\$30/hour \$3500/ Season	\$30/hour
Multi-purpose #2	\$25/hour \$1350/Season	No Charge	\$25/hour	\$30/hour \$2350/Season	\$30/hour
Upland Farm Park					
Facility	Type 2	Type 3	Type 4	Type 5	Type 6
The Barn**	\$150/hour	\$150/hour	\$200/hour	\$250/hour	\$250/hour

*Lighting Fees will be billed at a rate of \$10/hour as incurred.

**Contact Township staff for availability

Seasons

A season shall be defined as a minimum of 112 hours at Fellowship, or a minimum of 100 hours at Hickory Park, up to a maximum of 340 hours, per any four-month period. Additional hours will be billed at the hourly rate.

Priority Types

Type 1 - Programs and activities of Upper Uwchlan Township will receive priority use of all facilities.

Type 2 - Township-based, non-profit organizations.

Type 3 - Township residents for private use. (Proof of residency required.)

Type 4 - Township-based for-profit organizations and businesses.

Type 5 - Non-resident groups as described in Type 2.

Type 6 - Non-residents.

Exhibit A pg 1

Building Valuation Data – FEBRUARY 2020

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in August 2020. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the “average” construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2018 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are “average” costs based on typical construction methods for each occupancy group and type of construction. The average costs

include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
- 3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB
Area: 1st story = 8,000 sq. ft.
2nd story = 8,000 sq. ft.
Height: 2 stories
Permit Fee Multiplier = 0.0075
Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$177.38/sq. ft.
3. Permit Fee:
Business = 16,000 sq. ft. x \$177.38/sq. ft x 0.0075
= \$21,286

Important Points

Exhibit 'A' - Pg 2

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.

- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs^{a, b, c}

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	247.86	239.47	233.25	223.81	210.17	204.10	216.62	195.46	188.40
A-1 Assembly, theaters, without stage	227.10	218.71	212.49	203.05	189.41	183.34	195.86	174.70	167.65
A-2 Assembly, nightclubs	191.96	186.56	182.12	174.70	164.94	160.39	168.64	149.29	144.33
A-2 Assembly, restaurants, bars, banquet halls	190.96	185.56	180.12	173.70	162.94	159.39	167.64	147.29	143.33
A-3 Assembly, churches	229.69	221.30	215.08	205.64	192.37	187.27	198.45	177.66	170.60
A-3 Assembly, general, community halls, libraries, museums	192.20	183.81	176.59	168.15	153.51	148.44	160.96	138.80	132.75
A-4 Assembly, arenas	226.10	217.71	210.49	202.05	187.41	182.34	194.86	172.70	166.65
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08
E Educational	209.90	202.64	196.82	188.34	175.49	166.60	181.86	153.45	148.75
F-1 Factory and industrial, moderate hazard	117.60	112.19	105.97	101.84	91.54	87.26	97.61	75.29	70.95
F-2 Factory and industrial, low hazard	116.60	111.19	105.97	100.84	91.54	86.26	96.61	75.29	69.95
H-1 High Hazard, explosives	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	N.P.
H234 High Hazard	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	63.56
H-5 HPM	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08
I-1 Institutional, supervised environment	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
I-2 Institutional, hospitals	335.53	328.23	321.81	312.65	296.45	N.P.	305.67	276.99	N.P.
I-2 Institutional, nursing homes	233.12	225.82	219.40	210.24	195.51	N.P.	203.26	176.05	N.P.
I-3 Institutional, restrained	227.71	220.41	213.99	204.83	190.84	183.78	197.85	171.37	163.02
I-4 Institutional, day care facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
M Mercantile	142.95	137.54	132.11	125.68	115.38	111.83	119.62	99.73	95.77
R-1 Residential, hotels	199.70	192.92	186.99	179.78	164.90	160.43	179.93	148.60	143.96
R-2 Residential, multiple family	167.27	160.49	154.56	147.35	133.71	129.23	147.50	117.40	112.76
R-3 Residential, one- and two-family ^d	155.84	151.61	147.83	144.09	138.94	135.27	141.72	130.04	122.46
R-4 Residential, care/assisted living facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
S-1 Storage, moderate hazard	108.99	103.58	97.35	93.22	83.14	78.87	88.99	66.89	62.56
S-2 Storage, low hazard	107.99	102.58	97.35	92.22	83.14	77.87	87.99	66.89	61.56
U Utility, miscellaneous	84.66	79.81	74.65	71.30	64.01	59.80	68.04	50.69	48.30

- Private Garages use Utility, miscellaneous
- For shell only buildings deduct 20 percent
- N.P. = not permitted
- Unfinished basements (Group R-3) = \$22.45 per sq. ft.



UPPER UWCHLAN TOWNSHIP
Chester County, Pennsylvania

Resolution # _____

**RESOLUTION DESIGNATING EMERGENCY SERVICE PROVIDERS
FOR UPPER UWCHLAN TOWNSHIP**

WHEREAS, Upper Uwchlan Township is responsible under the Second Class Township Code for the public safety of the residents of Upper Uwchlan Township; and

WHEREAS, the Board of Commissioners of the County of Chester has requested that Upper Uwchlan Township provide a resolution outlining the methods and agencies chosen to fulfill the public safety needs of Upper Uwchlan Township for the efficient administration of the integrated emergency communications system of the Chester County Department of Emergency Services.

NOW, THEREFORE, BE IT RESOLVED that the following fire departments will provide fire protection and rescue services: Lionville Fire Department, Ludwig's Corner Fire Department, East Brandywine Fire Department, Glenmoore Fire Department. The above enumerated fire departments have designated primary coverage areas as detailed in the attached maps. All secondary and/or mutual aid responses shall be dispatched using the Automatic Vehicle Location Services.

FURTHER, BE IT RESOLVED the Uwchlan Ambulance and Minquas Ambulance will provide Basic and Advanced Life Support Emergency Medical Services with both agencies having designated primary coverage areas as detailed in the attached maps. All secondary and/or mutual aid responses shall be dispatched using the Automatic Vehicle Location Services.

FURTHER, BE IT RESOLVED the Upper Uwchlan Township Police Department will provide full-time police protection.

FURTHER, BE IT RESOLVED that Byron Nickerson is designated as Emergency Management Coordinator; and

FURTHER, BE IT RESOLVED that the Upper Uwchlan Township Board of Supervisors has reviewed and revised, if necessary, and adopted the Upper Uwchlan Township Emergency Operations Plan; and has reviewed and adopted the National Incident Management System as a common operating practice.

AND FURTHER, BE IT RESOLVED, the contact persons between said organizations and the Chester County Department of Emergency Services shall be the Chief Officers of the respective organizations.

RESOLVED and ENACTED this 20th day of December, 2021.

**UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS**

Sandra M. D'Amico, Chair

Jamie W. Goncharoff, Vice-Chair

ATTEST:

Gwen A. Jonik, Township Secretary

Jennifer F. Baxter, Member