



UPPER UWCHLAN TOWNSHIP  
BOARD OF SUPERVISORS MEETING

AGENDA

*Amended During Meeting August 15, 2022*

AUGUST 15, 2022

7:00 p.m.

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

I. CALL TO ORDER

- A. Salute to the Flag
- B. Moment of Silence
- C. Inquire If Any Attendee Plans to Audio or Video Record the Meeting

II. APPROVAL OF MINUTES:

July 12, 2022 Board of Supervisors Workshop  
July 18, 2022 Board of Supervisors Meeting  
July 27, 2022 Conditional Use Hearing #8 – 100 Greenridge Road

III. APPROVAL OF PAYMENTS

IV. TREASURER'S REPORT

V. SUPERVISORS' REPORT

- A. Jeff Kowalczyk of Barbacane Thornton – 2021 Audit Report
- B. Emily Cackowski – Chester County Library Services
- C. Police Department Liaison Report
- D. Calendar:

September 5, 2022 Office Closed ~ Labor Day ~ no trash/recycling services  
September 13, 2022 4:00 PM - JOINT Boards & Commissions Workshop  
September 19, 2022 7:00 PM - Board of Supervisors Workshop

Yard Waste Collection Dates: August 24, 31, September 14

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
- B. Building and Codes Department Report
- C. Police Chief's Report
- D. Public Works Department Report

VII. LAND DEVELOPMENT

- A. Vantage Point Retirement – Fieldstone at Chester Springs – Escrow Recommendation, Land Development, Financial Agreements
- B. Villages at Chester Springs Escrow Release \$186K, Dedication of Sanitary Sewer Facilities
- C. Chester Springs Crossing – Sanitary Sewer Dedication and Maintenance Bond; Public Improvements Dedication, Maintenance Bond, *Release Performance Bond* – consider acceptance / approvals

VIII. ADMINISTRATION

- A. Resolution Adoption – revised Vantage Point Retirement SFPM to DEP for review
- B. Human Resources Employee Handbook and Policies ~ consider adoption

IX. OPEN SESSION

X. ADJOURNMENT



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Public Improvements Dedication and Maintenance Bond – consider approvals

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IX. OPEN SESSION

X. ADJOURNMENT



TOWNSHIP OF UPPER UWCHLAN  
BOARD OF SUPERVISORS  
WORKSHOP  
July 12, 2022  
4:00 PM

Attending:

Sandy D'Amico, Chair  
Jenn Baxter, Vice-Chair  
Andy Durkin, Member

Tony Scheivert, Township Manager  
Shanna Lodge, Assistant Township Manager  
Gwen Jonik, Township Secretary  
Lt. Tom Jones, Police Department  
Rhys Lloyd, Director – Code Enforcement  
Anthony Campbell, Zoning Officer  
Dave Leh, Township Engineer

Kevin McKenna, Esq., Township Counsel

The Workshop was held at the Township Building, 140 Pottstown Pike, Chester Springs PA 19425. Sandy D'Amico called the Workshop to order at 4:05 p.m., led the salute to the flag and offered a moment of silence. There were 3 citizens in attendance.

Marsh Creek Watershed Basin Project

Tony Scheivert advised that the bid results for the 2-basin retrofit in Heather Hill development and new feature at Upland Farm Park came in \$700,000 over budget. The Board was asked to reject the single bid received from Meco Constructors. Another bid was received, determined to be incomplete and deemed unresponsive. The scope of the Project will be revised to include only the retrofits at this time and bid the new basin at Upland Farm at a later date. This is a PaDEP funded project and they have been working closely with the Township. The design is already done for the basin in Upland Farm so that would just be a construction bid in the future.

Jenn Baxter moved, seconded by Andy Durkin, to reject the bids received and advertise with the change in scope. The motion carried unanimously.

Sandy D'Amico skipped to Open Session to accommodate Kevin McKenna's schedule.

Open Session

Gerry Stein, Greenridge Road resident, asked of an update regarding swapping ownership with PennDOT of Route 100/Pottstown Pike and Graphite Mine Road. Tony Scheivert has been in contact with McMahon Associates, the Township Traffic Engineer and they're looking into storm water issues and other items in preparation for detailed discussion. The Historical Commission should keep this in mind when updating the Village Concept Plan.

Mr. Stein also asked if he could get a copy of the priorities the Board developed for the Comprehensive Plan update. Tony Scheivert will see he gets a copy.

Natural Lands / Shryock Lot Line Change Minor Subdivision Plan

Matt McKeown, Esq., of MacElree Harvey, representing Shryock Brothers was in attendance on Brian Nagle's behalf. Natural Lands proposes to purchase 2 parcels of property from Shryock Brothers, along the proposed northern extension of the Struble Trail, which will ultimately become part of Marsh Creek State Park. The Planning Commission recommended approval of the Plan at their April meeting. There is a minor correction needed to the waivers listed on the Plan last revised March 2021 but otherwise the Plan is ready for approval. They hope to go to settlement mid-August.

Kevin McKenna, Esq., representing the Township in this Project, discussed the requested waivers. There were some discrepancies with the listing. Mr. McKeown contacted Brian Nagle, Esq., to confirm the requested waivers. There was discussion of where the Struble Trail will be located, in relation to the historic Miller's house, and the effects of the Historical Commission's recommendation for retaining a portion of the structure. A condition of approval included a recommendation for an historic structure assessment and documentation, paid for by the township after the sale of the property to Natural Lands, vs. an historic impact statement. It was determined that some of these issues required further discussion and the topic was tabled to the July 18, 2022 Board meeting.

Adjournment

Andy Durkin moved, seconded by Jenn Baxter, to adjourn the Workshop at 5:35 p.m. All were in favor.

Respectfully submitted,

Gwen A. Jonik  
Township Secretary





UPPER UWCHLAN TOWNSHIP  
BOARD OF SUPERVISORS  
MEETING  
July 18, 2022  
7:00 p.m.

Attending:

Board of Supervisors

Sandra M. D'Amico, Chair  
Jennifer F. Baxter, Vice-Chair  
Andrew P. Durkin, Member

Township Administration

Tony Scheivert, Township Manager  
Shanna Lodge, Assistant Township Manager  
Gwen Jonik, Township Secretary  
Jill Bukata, Township Treasurer  
John DeMarco, Chief of Police  
Anthony Campbell, Zoning Officer  
Steve Poley, Public Works Foreman  
Dave Leh, Township Engineer

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

The Meeting was held at Pickering Valley Elementary School, 121 Byers Road, Chester Springs PA 19425. Mrs. D'Amico called the meeting to order at 7:03 p.m., explained the outdoor setting (technical difficulty with the scheduling system), led the salute to the flag and offered a moment of silence. No one planned to record the meeting. There were approximately 70 citizens in attendance. Due to the outdoor setting, several agenda items were taken out of order.

Mrs. D'Amico asked Kristin Camp to conduct the Public Hearing regarding the F1, F2 Flexible Development Overlay District ordinance amendment, proposing the elimination of those 2 Overlay Districts. Mark Hagerty recorded the Hearing, and his transcript is the official Record of the Hearing. A brief summary follows:

Ms. Camp advised that very strict guidelines must be followed regarding amendment to zoning ordinances, which is why we needed to meet at the School, as was advertised. Ms. Camp entered the Board's Exhibits into the Record. Twenty-one citizens asked questions or made comments regarding this amendment which would eliminate the two overlay districts that had allowed for greater density of development on residential parcels 10 acres or larger. The Board noted that they've heard from residents over the years concerned with the numerous densely developed properties and the review of subdivision and land development ordinances is also part of our Comprehensive Plan update process.

Mrs. Baxter moved, seconded by Mr. Durkin, to adopt Ordinance #2022-02, eliminating the F1 and F2 Flexible Development Overlay Districts. The motion carried unanimously.

Natural Lands Trust/Shryock Minor Subdivision Lot Line Change Plan.

Kevin McKenna, Esq., the Township's Solicitor for this project provided background and history of this particular application. He read the following Motion:

The Board of Supervisors of Upper Uwchlan Township at their July 18, 2022 meeting hereby grants Minor Subdivision Plan Approval of a Plan titled "Lands N/L Shryock Brothers Inc." prepared by Bursich Associates, Inc. dated September 3, 2020 and last revised March 2, 2021. The following conditions accompany the Approval:

1. The plans shall be revised to comply with Gilmore & Associates Inc. review letter dated April 6, 2022 with the exception contained in paragraph 6 of this Motion.

2. A waiver is hereby granted from SALDO Section 162-9.B(2)(b)[10] requiring site information be provided within 100 feet of the property.
3. A waiver is hereby granted from SALDO Section 162-9.D. to not require a Site Analysis and Impact Plan be provided.
4. A waiver is hereby granted from SALDO Section 162-9.E. to not require a Conservation Plan be provided.
5. A waiver is hereby granted from SALDO Section 162-9.H. to not require a Site Impact Statement be provided.
6. A waiver is hereby granted from SALDO Section 162-28.D. and 162-28.E. to not require providing the 50' Ultimate Right of Way and dedication to the Township.
7. Applicant shall construct an historical marker on the site of the house, working with the Historical Commission for content and design.
8. The Township engineer shall review the final signature plan set for consistency with the approved plan set.
9. Notwithstanding paragraph 5 above, the Natural Lands Trust (DBA Natural Lands) shall cooperate in the Township's procurement of a Historical Structure Report (HSR) of the Dorlan Mills Miller's House and related structures to be paid for by the Township for the purpose of maintaining any historical information about the Dorlan Mills Miller's House and related structures, which will be demolished. Natural Lands shall be permitted to proceed with demolition of these structures no later than sixty (60) days from the date of this Motion.

Mrs. Baxter moved, seconded by Mr. Durkin, to approve the Minor Subdivision Plan with aforementioned nine (9) conditions. Vivian McCardell, Historical Commission Chair, questioned the the demolition condition, as stabilizing the ruins was going to be researched and thought that decision was in the future. Mr. Scheivert advised that Bob Wise/Richard Grubb Associates' report stated the house can't be saved, but the matter could be negotiated with Natural Lands and/or the State Park later. The motion carried unanimously. Jack Stefferud, of Natural Lands, thanked the Board for their patience with the lengthy process for this project.

#### Approval of Minutes

Mrs. Baxter moved, seconded by Mr. Durkin, to approve as presented the minutes of the June 20, 2022 Board of Supervisors Meeting and the June 22, 2022 Conditional Use Hearing #7 for Toll's 100 Greenridge Road Application. The motion carried unanimously.

#### Approval of Payments

Mrs. Baxter moved, seconded by Mr. Durkin, to approve the payments to all vendors as listed July 15, 2022. The motion carried unanimously.

#### Treasurer's Report

Jill Bukata reported that the Township's finances remain strong, year-to-date revenues are at 64.5% off the budget and year-to-date expenses are at 40.8% of the budget.

#### Supervisor's Report

Police Liaison Report. Mrs. D'Amico met with Lt. Tom Jones and they discussed thee commercial truck enforcement officer being a permanent position, replacing all AED devices, there were 39 junior police academy graduates and they're interviewing for a part-time officer.

Mrs. D'Amico read the following published calendar: July 27, 2022 6:00 p.m. Conditional Use Hearing #8 for Toll's 100 Greenridge Road project; August 9, 2022 4:00 pm. Board of Supervisors Workshop; August 15, 2022 7:00 p.m. Board of Supervisors Meeting; September 5, 2022 Office

Closed ~ Labor Day – no trash or recycling services; and yard waste collection dates are July 27, August 10, 24, and 31.

Mrs. D'Amico announced they met earlier this evening with a candidate for the Historical Commission. Mrs. Baxter moved, seconded by Mr. Durkin, to appoint Muzaffer Mohammed to the Historical Commission. The motion carried unanimously. A term on the Historical Commission is 3 years. Mr. Mohammed is filling a mid-term vacancy and his term will expire December 31, 2023.

#### Land Development – Escrow Releases

Enclave at Chester Springs Site Improvements Escrow Release #3. Dave Leh advised that his Firm had reviewed the requested release and recommends the release of \$29,162.50. Mrs. Baxter moved, seconded by Mr. Durkin, to approve the release of \$29,162.50 to Toll Brothers. The motion carried unanimously.

Villages at Chester Springs Public Improvements Escrow Release #4. Dave Leh advised that his Firm had reviewed the requested release and recommends the release of \$186,641.30. Mrs. Baxter moved, seconded by Mr. Durkin, to approve the release off \$186,641.30.

Naresh Taroo, on the Villages' Homeowners Association Board, commented there are quite a few items on the punch list, including storm water concerns, grading, landscaping and asked that the Supervisors not release the full amount requested and make the developer fix them. Mr. Leh knows the developer has been addressing issues and \$15,000 will be left in the escrow. The Supervisors withdrew the motion and the release will be discussed at the August workshop.

Chester Springs Crossing Public Improvement Escrow Release #7. Dave Leh recommended the release of \$171,279.41. Mrs. Baxter moved, seconded by Mr. Durkin, to release the recommended amount. The motion carried unanimously.

#### Administrative Reports

##### Township Engineer's Report

Dave Leh reported that the Planning Commission recommended approval of the revised Final PRD Plan for Byers Station Parcel 5C Lot 2B Commercial Lot. Alyson Zarro, Esq., representing Toll would like to attend the August workshop to walk through the consultants' and Planning Commission's comments.

##### Building and Codes Department Report

Anthony Campbell reported that 96 building permits were issued, totaling \$28,606 in permit fees; the department accomplished 239 scheduled inspections, 22 resale inspections, 18 new houses settled, investigating zoning complaints. Revised building plans are under review for Fieldstone at Chester Springs, the senior living center approved for Byers Station Parcel 6C.

##### Police Department Report

Chief DeMarco reported that the community visit for Wednesday is delayed due to the extreme weather forecast.

##### Public Works Department Report

Steve Poley reported the department received and completed 150 work orders in June, repaired a sink hole on Christine Drive and Dorothy Lane, and repaired/rebuilt inlets on Ticonderoga Boulevard.

2022 Pavement Markings Bid. Steve Poley advised that bids were received for the Pavement Marking Contract. Three bids were received. Alpha Space Control is recommended for the Contract at \$35,145 for painting "Long Lines" which includes white solid lines, white broken lines and double yellow lines. Mrs. Baxter moved, seconded by Mr. Durkin, to award the 2022 Pavement Marking Contract to Alpha Space Control at \$35,145. The motion carried unanimously.

#### Open Session

Steve Egnaczyk, Stonehedge resident, suggested that, as the Boards/Commissions work on updating the Village Concept Plan, adding street lights throughout the entire Village of Eagle should be considered, as well as other small steps to enhance the village and attract businesses. Tony Scheivert noted the Township just received a Vision Partnership Program grant for an Active Transportation Plan, which can help with sidewalk connections and lighting in the village. A woman suggested including Rover and seniors' transportation services in our plan. Shanna Lodge noted she's attending a SEPTA webinar this week on micro-transportation and that will be kept in mind.

#### Adjournment

There being no further business to be brought before the Board, Mrs. D'Amico adjourned the meeting at 8:50 p.m.

Respectfully submitted,

Gwen A. Jonik  
Township Secretary



TOWNSHIP OF UPPER UWCHLAN  
CONDITIONAL USE HEARING

July 27, 2022

6:00 PM

Minutes

**DRAFT**

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

Attending:

Board of Supervisors

Sandra M. D'Amico, Chair  
Jennifer F. Baxter, Vice-Chair  
Andrew P. Durkin, Member

Township Administration

Shanna Lodge, Assistant Township Manager  
Gwen Jonik, Township Secretary  
Rhys Lloyd, Building Code Official  
Anthony Campbell, Zoning Officer

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

Dave Leh, Township Engineer  
Matt Brown, Township Wastewater Consultant  
Sheila Fleming, Township Planner

Mike Crotty, Esq., Planning Commission Counsel

Mrs. D'Amico called the Hearing to order at 6:19 p.m. There were approximately 34 citizens in attendance. The following is a brief summary of the evening's testimony. The Court Stenographer's transcript is the official Record of the Hearing.

Mrs. D'Amico asked Kristin Camp, Esq., to conduct the Hearing.

Alyson Zarro, Esq., Riley Riper Hollin & Colagreco, Brian Thierrin, Toll Mid-Atlantic LP, John Biaonno, ESE Engineering and Justin Barnett were in attendance representing the Applicant.

Ms. Camp noted this was Hearing #8 for Toll's Application regarding 100 Greenridge Road. This evening's procedure will be for the Township's witness, Matt Brown, to provide testimony regarding wastewater facilities, and following the close of all testimony and public comments, the Board has 45 days to render their Decision.

Ms. Camp entered into the Record Board Exhibit B-19 - emails from Parties and residents received since the June 22, 2022 Hearing.

Following Matt Brown's testimony, Ms. Zarro, the Board of Supervisors, Steve Egnaczyk, Mark Robinson, Elizabeth Woodward, Alexandra Rose, David Smith and Marilyn Rossamondo asked questions regarding the proposed drip field capacity, impact to groundwater, impact from stormwater.

Ms. Zarro questioned rebuttal witnesses John Biaonno and Justin Barnett. Mike Crotty, Esq., the Board of Supervisors, Ms. Camp, John Quake, Elizabeth Woodward, Eric Scherer and Marilyn Rossamondo asked questions of these witnesses.

A 10-minute recess was taken at 8:27 p.m. The Hearing reconvened at 8:40 p.m.

Public Comments. Comments were made by the following residents:  
Robin Kerwin, 112 Devon Circle;  
Paul Rau, 69 W. Indian Springs Drive;  
Carolyn Filini, 63 Stonehedge;  
Mark Freed, Esq., representing Dr. Schaeffer, Stonehedge Drive.

Ms. Camp announced the Hearing was continued to 6:00 p.m. Tuesday, August 9, 2022.

The evening was adjourned at 9:16 p.m.

Respectfully submitted,

Gwen A. Jonik  
Township Secretary

August 12, 2022  
12:24 PM

Upper Uwchlan Township  
Check Register By Check Id

Page No: 1

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 53282 to 53359  
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
	07/18/22	TONYSCH TONY SCHEIVERT	100.00	2661
	08/01/22	LINCORA LINCORA	5,990.00	2666
	08/15/22	21ST 21st CENTURY MEDIA PHILLY	1,021.32	2673
	08/15/22	ADVANELE ADVANCED ELECTRONIC SECURITY	325.00	2673
	08/15/22	ALLSTEEL ALLSTEEL, INC	1,456.86	2673
	08/15/22	AQUAP010 AQUA PA	1,285.00	2673
	08/15/22	ARROC010 ARRO CONSULTING, INC.	413.00	2673
	08/15/22	ATTMOBIL AT & T MOBILITY	879.12	2673
	08/15/22	BESTL140 BEST LINE EQUIPMENT	19.85	2673
	08/15/22	BIO-ONE BIO-ONE CHESTER COUNTY	995.00	2673
	08/15/22	BRANDSPC BRANDYWINE VALLEY SPCA	47.75	2673
	08/15/22	BRANDWIN BRANDYWINE CONSERVANCY	9,886.45	2673
	08/15/22	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	3,356.00	2673
	08/15/22	BURKHOLD BURKHOLDER MFG, INC.	63.70	2673
	08/15/22	CHARLHIG CHARLES A HIGGINS & SONS	3,944.70	2673
	08/15/22	CJTIRE CJ'S TIRE & AUTOMOTIVE SERVICE	1,559.92	2673
	08/15/22	COLLIFL COLLIFLOWER, INC	93.02	2673
	08/15/22	COMCA010 COMCAST	1,382.21	2673
	08/15/22	COMMO015 COMMONWEALTH OF PENNSYLVANIA	300.00	2673
	08/15/22	COMMO015 COMMONWEALTH OF PENNSYLVANIA	500.00	2673
	08/15/22	CONESTON CONESTOGA STONE, LLC	420.00	2673
	08/15/22	CRYST010 CRYSTAL SPRINGS	98.75	2673
	08/15/22	DELA030 DELAWARE VALLEY HEALTH TRUST	58,066.43	2673
	08/15/22	DELTRUST DELAWARE VALLEY PROP&LIA TRST	22,706.25	2673
	08/15/22	DEWEE010 DEWEES BROTHERS PLUMBING & HEA	183.73	2673
	08/15/22	DIAMOWER DIAMOND MOWERS	2,345.26	2673
	08/15/22	DIGITALL DIGITAL-ALLY	65.00	2673
	08/15/22	DVWCT DELAWARE VALLEY WORKERS COMP	14,771.75	2673
	08/15/22	DZMAUTO DZM AUTOMOTIVE	2,310.23	2673
	08/15/22	EAGLEPEQ EAGLE POWER TURF & TRACTOR	694.02	2673
	08/15/22	EAGLHARD EAGLE HARDWARE	113.02	2673
	08/15/22	ECKERTSE ECKERT SEAMANS	1,947.00	2673
	08/15/22	FISHE010 FISHER & SON COMPANY, INC.	224.00	2673
	08/15/22	FLEXIBEN FLEXIBLE BENEFIT ADMINISTRATOR	64.00	2673
	08/15/22	FRAME010 FRAME POWER EQUIPMENT	6.24	2673
	08/15/22	GATHE010 BRIAN E. GATHERCOLE	1,908.00	2673
	08/15/22	GENER010 GENERAL CODE	1,995.00	2673
	08/15/22	GILMO020 GILMORE & ASSOCIATES, INC	3,525.06	2673
	08/15/22	GUARDALL GUARDIAN ALLIANCE TECHNOLOGIES	50.00	2673
	08/15/22	HELPNOW HELP-NOW, LLC	3,614.63	2673
	08/15/22	HIGHW010 HIGHWAY MATERIALS, INC.	12,269.69	2673
	08/15/22	J-TEC010 J-TECH INC.	165.60	2673
	08/15/22	JONIKGW GWEN JONIK	84.50	2673
	08/15/22	KEENC010 KEEN COMPRESSED GAS COMPANY	23.05	2673
	08/15/22	LEVEN010 LEVENGOOD SEPTIC SERVICE	583.00	2673
	08/15/22	LINESYST TELESYSTEM	1,135.56	2673
	08/15/22	LUDWI060 LUDWIG'S CORNER SUPPLY CO.	508.87	2673
	08/15/22	MARKH010 MARK HAGERTY	1,680.00	2673
	08/15/22	NAPA0010 NAPA AUTO PARTS	1,181.21	2673
	08/15/22	NEWHO010 NEW HOLLAND AUTO GROUP	1,860.75	2673
	08/15/22	NOVUS NOVUS MAINTENANCE, LLC	4,525.04	2673

August 12, 2022  
12:24 PM

Upper Uwchlan Township  
Check Register By Check Id

Page No: 2

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
!	08/15/22	OCHEALT OCC HEALTH CENTERS OF SWPA	121.00		2673
!	08/15/22	PARAD010 ROBERT PARADIS	135.00		2673
!	08/15/22	PECO0010 PECO	2,390.21		2673
!	08/15/22	PENNS030 PA CHIEFS OF POLICE ASSOC	147.18		2673
	08/15/22	PITNEBOW PITNEY BOWES	750.00		2673
	08/15/22	PSATS030 PSATS-CDL PROGRAM	60.00		2673
	08/15/22	RICHGRUB RICHARD GRUBB & ASSOCIATES	2,213.00		2673
	08/15/22	SHERM010 KYLE S. SHERMAN	56.34		2673
	08/15/22	SMALE010 SMALE'S PRINTERY	475.00		2673
	08/15/22	STAPLADV STAPLES BUSINESS CREDIT	198.89		2673
	08/15/22	STAPLCRP STAPLES CREDIT PLAN	1,203.11		2673
	08/15/22	STEPHEQU STEPHENSON EQUIPMENT, INC.	145.51		2673
	08/15/22	STEEBAN STEVEN BANNAR	200.00		2673
	08/15/22	STRATIX STRATIX SYSTEMS	862.16		2673
	08/15/22	STRBUSIN STR BUSINESS SOLUTIONS	167.00		2673
	08/15/22	SUPERSEE SUPERSEER	476.80		2673
	08/15/22	TACTISUR TACTICAL & SURVIVAL SPECIALTIE	286.37		2673
	08/15/22	TMACC010 TMACC	700.00		2673
	08/15/22	TONYSCH TONY SCHEIVERT	100.00		2673
	08/15/22	UPPER030 UPPER UWCHLAN POLICE ASSOCIATO	6,800.00		2673
	08/15/22	UWCHL010 UWCHLAN AMBULANCE CORPS	175.00		2673
	08/15/22	VERIZ010 VERIZON	442.89		2673
	08/15/22	VERIZFIO VERIZON	134.99		2673
	08/15/22	VERIZOSP VERIZON - SPECIAL PROJECTS	217.14		2673
	08/15/22	WITME010 WITMER PUBLIC SAFETY GROUP, INC	2,736.07		2673
	08/15/22	YSM YSM	7,017.39		2673
J.	08/15/22	ZMUID005 DANIEL ZMUIDA	169.95		2673

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
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Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	<u>78</u>	<u>0</u>	<u>201,125.54</u>	<u>0.00</u>



August 12, 2022  
12:24 PM

Upper Uwchlan Township  
Check Register By Check Id

Page No: 1

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 53282 to 53359  
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
PO #	Item	Description					Seq Acct
53282	07/18/22	TONYSCH TONY SCHEIVERT					2661
22-00924	1	cell phone reimbursement	100.00	01-400-000-320 Telephone	Expenditure		1 1
53283	08/01/22	LINCORA LINCORA					2666
22-00956	1	pd - lockers	5,990.00	01-409-003-250 Maintenance & Repairs	Expenditure		1 1
53284	08/15/22	21ST 21st CENTURY MEDIA PHILLY					2673
22-00964	1	twp - board notice	532.10	01-400-000-341 Advertising	Expenditure		2 1
22-00964	2	pd - property disposal	60.72	01-400-000-341 Advertising	Expenditure		3 1
22-00964	3	twp - board notice	428.50	01-400-000-341 Advertising	Expenditure		4 1
			1,021.32				
53285	08/15/22	ADVANELE ADVANCED ELECTRONIC SECURITY					2673
22-00967	1	pd - door access repair	325.00	01-409-003-250 Maintenance & Repairs	Expenditure		13 1
53286	08/15/22	ALLSTEEL ALLSTEEL, INC					2673
22-00965	1	pd - detective furniture	1,456.86	01-409-003-250 Maintenance & Repairs	Expenditure		5 1
53287	08/15/22	AQUAP010 AQUA PA					2673
22-00966	1	twp	110.50	01-409-003-360 Utilities	Expenditure		6 1
22-00966	2	twp	223.00	01-409-003-360 Utilities	Expenditure		7 1
22-00966	3	hp	400.83	01-454-002-360 Utilities	Expenditure		8 1
22-00966	4	milford	22.75	01-409-004-360 Utilities	Expenditure		9 1
22-00966	5	upland	170.22	01-454-005-360 Utilities	Expenditure		10 1
22-00966	6	upland	246.17	01-454-005-360 Utilities	Expenditure		11 1
22-00966	7	pw	111.53	01-409-001-360 Utilities	Expenditure		12 1
			1,285.00				
53288	08/15/22	ARROC010 ARRO CONSULTING, INC.					2673
22-00968	1	project 17000.00 consulting	345.00	01-408-000-313 Non Reimbursable	Expenditure		14 1
22-00968	2	project 10270.80 greenridge	68.00	01-408-000-310 Reimbursable Engineer	Expenditure		15 1
			413.00				

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PO #	Item	Description					Ref Seq Acct
53289	08/15/22	ATTMOBIL AT & T MOBILITY					2673
22-00976	1	pd	430.03	01-410-000-320	Expenditure		29 1
				Telephone			
22-00976	2	admin	60.19	01-400-000-320	Expenditure		30 1
				Telephone			
22-00976	3	admin	12.74	01-401-000-322	Expenditure		31 1
				Ipad Expense			
22-00976	4	codes	60.19	01-413-000-320	Expenditure		32 1
				Telephone			
22-00976	5	codes	46.97	01-413-000-320	Expenditure		33 1
				Telephone			
22-00976	6	pw	206.68	01-438-000-320	Expenditure		34 1
				Telephone			
22-00976	7	pw	62.32	01-438-000-322	Expenditure		35 1
				Ipad Expense			
			879.12				
53290	08/15/22	BESTL140 BEST LINE EQUIPMENT					2673
22-00973	1	pw - nut	19.85	01-438-000-200	Expenditure		26 1
				Supplies			
53291	08/15/22	BIO-ONE BIO-ONE CHESTER COUNTY					2673
22-00972	1	twp - disinfection of bldg	995.00	01-409-003-450	Expenditure		25 1
				Contracted Services			
53292	08/15/22	BRANDSPC BRANDYWINE VALLEY SPCA					2673
22-00971	1	sPCA - activity fee	47.75	01-422-000-530	Expenditure		24 1
				Contributions/SPCA			
53293	08/15/22	BRANDWIN BRANDYWINE CONSERVANCY					2673
22-00970	1	twp - trails update	1,598.40	01-408-000-313	Expenditure		18 1
				Non Reimbursable			
22-00970	2	twp - trails update	400.00	01-408-000-313	Expenditure		19 1
				Non Reimbursable			
22-00970	3	twp - trails update	1,495.00	01-408-000-313	Expenditure		20 1
				Non Reimbursable			
22-00970	4	cu plan - greenridge	1,090.00	01-408-000-310	Expenditure		21 1
				Reimbursable Engineer			
22-00970	5	village concept - planning	4,338.05	01-414-002-367	Expenditure		22 1
				General Planning			
22-00970	6	cu plan - greenridge	965.00	01-408-000-310	Expenditure		23 1
				Reimbursable Engineer			
			9,886.45				
53294	08/15/22	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI					2673
22-00969	1	tol	1,146.00	01-404-000-310	Expenditure		16 1
				Reimbursable Legal Fees			
22-00969	2	twp - july services	2,210.00	01-404-000-311	Expenditure		17 1
				Non Reimbursable Legal			
			3,356.00				

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53295	08/15/22	BURKHOLD BURKHOLDER MFG, INC.					2673
22-00975	1	parks - cables for trailer	63.70	01-454-001-200 Supplies	Expenditure		28 1
53296	08/15/22	CHARLHIG CHARLES A HIGGINS & SONS					2673
22-00982	1	graphite/byers	262.50	01-434-000-450 Contracted Services	Expenditure		41 1
22-00982	2	100/byers	1,293.00	01-434-000-450 Contracted Services	Expenditure		42 1
22-00982	3	school signal @ lcr/park	2,389.20	01-434-000-450 Contracted Services	Expenditure		43 1
			<u>3,944.70</u>				
53297	08/15/22	CJTIRE CJ'S TIRE & AUTOMOTIVE SERVICE					2673
22-00981	1	pd - tire service package	1,559.92	01-410-000-235 Vehicle Maintenance	Expenditure		40 1
53298	08/15/22	COLLIFL COLLIFLOWER, INC					2673
22-00978	1	pw - hose assembly	93.02	01-438-000-200 Supplies	Expenditure		37 1
53299	08/15/22	COMCA010 COMCAST					2673
22-00983	1	pw	208.39	01-409-001-450 Contracted Services	Expenditure		44 1
22-00983	2	twp	543.64	01-409-003-450 Contracted Services	Expenditure		45 1
22-00983	3	hp	241.14	01-454-002-450 Contracted Services	Expenditure		46 1
22-00983	4	upland	389.04	01-454-005-450 Contracted Services	Expenditure		47 1
			<u>1,382.21</u>				
53300	08/15/22	COMMO015 COMMONWEALTH OF PENNSYLVANIA					2673
22-00980	1	pd - patrol rifle class	300.00	01-410-000-316 Training/Seminar	Expenditure		39 1
53301	08/15/22	COMMO015 COMMONWEALTH OF PENNSYLVANIA					2673
22-00984	1	permit PAD150076	500.00	01-454-001-450 Contracted Services	Expenditure		48 1
53302	08/15/22	CONESTON CONESTOGA STONE, LLC					2673
22-00977	1	pw - mulch	420.00	01-438-000-200 Supplies	Expenditure		36 1
53303	08/15/22	CRYST010 CRYSTAL SPRINGS					2673
22-00979	1	pw - kitchen supplies	98.75	01-438-000-200 Supplies	Expenditure		38 1
53304	08/15/22	DELA030 DELAWARE VALLEY HEALTH TRUST					2673
22-00986	1	admin	4,142.82	01-401-000-156 Employee Benefit Expens	Expenditure		51 1
22-00986	2	pd	31,090.37	01-410-000-156 Employee Benefit Expense	Expenditure		52 1

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PO #	Item	Description							
53304	22-00986	DELAWARE VALLEY HEALTH TRUST							
		Continued							
	3	codes	4,072.54	01-413-000-156	Expenditure		53	1	
				Employee Benefit Expens					
	4	pw	15,284.13	01-438-000-156	Expenditure		54	1	
				Employee Benefit Expense					
	5	pw - facilities	3,476.57	01-438-001-156	Expenditure		55	1	
				Employee Benefit Expense					
			<u>58,066.43</u>						
53305	08/15/22	DELTRUST DELAWARE VALLEY PROP&LIA TRST							2673
	22-00987	1 twp bldg	4,534.05	01-409-003-351	Expenditure		56	1	
				Insurance Property					
	2	milford	647.73	01-409-004-351	Expenditure		57	1	
				Insurance - property					
	3	hp	1,295.46	01-454-002-351	Expenditure		58	1	
				Insurance-Property					
	4	upland	1,295.46	01-454-002-351	Expenditure		59	1	
				Insurance-Property					
	5	pw bldg	3,886.38	01-409-001-351	Expenditure		60	1	
				Insurance-Property					
	6	ff	1,295.46	01-454-003-351	Expenditure		61	1	
				Insurance Property					
	7	general	4,147.80	01-400-000-352	Expenditure		62	1	
				Insurance-Liability					
	8	exec	70.38	01-401-000-352	Expenditure		63	1	
				Insurance - Liability					
	9	pd	3,198.25	01-410-000-352	Expenditure		64	1	
				Insurance - Liability					
	10	codes	70.38	01-413-000-352	Expenditure		65	1	
				Insurance - Liability					
	11	pw	371.40	01-438-000-352	Expenditure		66	1	
				Insurance - Liability					
	12	pw - facilities	371.40	01-438-001-352	Expenditure		67	1	
				Insurance - Liability					
	13	exec	99.56	01-401-000-353	Expenditure		68	1	
				Insurance - Vehicle					
	14	pd	526.50	01-410-000-353	Expenditure		69	1	
				Insurance - Vehicles					
	15	codes	99.56	01-413-000-353	Expenditure		70	1	
				Insurance - Vehicle					
	16	pw	398.24	01-438-000-353	Expenditure		71	1	
				Vehicle Insurance					
	17	pw - facilities	398.24	01-438-001-353	Expenditure		72	1	
				Vehicle Insurance					
			<u>22,706.25</u>						
53306	08/15/22	DEWEE010 DEWEES BROTHERS PLUMBING & HEA							2673
	22-00991	1 hp - repair urinal	183.73	01-454-002-450	Expenditure		81	1	
				Contracted Services					
53307	08/15/22	DIAMOWER DIAMOND MOWERS							2673
	22-00985	1 pw - capped pin, hex cap	838.64	01-438-000-200	Expenditure		49	1	
				Supplies					

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PO #	Item	Description							
53307	DIAMOND MOWERS	Continued							
22-00985	2	pw - roller bearing, socket cap	1,506.62	01-438-000-245	Expenditure		50	1	
			<u>2,345.26</u>	Highway Supplies					
53308	08/15/22	DIGITALL DIGITAL-ALLY					2673		
22-00989	1	pd - battery	65.00	01-410-000-235	Expenditure		79	1	
				Vehicle Maintenance					
53309	08/15/22	DVWCT DELAWARE VALLEY WORKERS COMP					2673		
22-00988	1	admin	443.15	01-401-000-354	Expenditure		73	1	
				Insurance-Workers Comp					
22-00988	2	pd	9,601.64	01-410-000-354	Expenditure		74	1	
				Insurance - Workers Com					
22-00988	3	codes	443.15	01-413-000-354	Expenditure		75	1	
				Insurance - Workers Comp					
22-00988	4	pw	2,363.48	01-438-000-354	Expenditure		76	1	
				Insurance Workers Com					
22-00988	5	pw - facilities	1,181.74	01-438-001-354	Expenditure		77	1	
				Insurance - Workers Comp - Facilities					
22-00988	6	parks	738.59	01-454-001-354	Expenditure		78	1	
			<u>14,771.75</u>	Insurance - Workers Com					
53310	08/15/22	DZMAUTO DZM AUTOMOTIVE					2673		
22-00990	1	pd - check ac & repair	2,310.23	01-410-000-235	Expenditure		80	1	
				Vehicle Maintenance					
53311	08/15/22	EAGLEPEQ EAGLE POWER TURF & TRACTOR					2673		
22-00993	1	parks - filter, oil	84.13	01-454-001-250	Expenditure		83	1	
				Maintenance & Repairs					
22-00993	2	parks - mowers	149.94	01-454-001-250	Expenditure		84	1	
				Maintenance & Repairs					
22-00993	3	parks - seal, bearing, nut	459.95	01-454-001-250	Expenditure		85	1	
			<u>694.02</u>	Maintenance & Repairs					
53312	08/15/22	EAGLHARD EAGLE HARDWARE					2673		
22-00994	1	pw - quick link, hook/latch	20.98	01-438-000-200	Expenditure		86	1	
				Supplies					
22-00994	2	pw - foam sealant	19.98	01-438-000-200	Expenditure		87	1	
				Supplies					
22-00994	3	upland - mouse traps	31.28	01-454-005-200	Expenditure		88	1	
				Supplies					
22-00994	4	twp - fan	30.99	01-409-003-250	Expenditure		89	1	
				Maintenance & Repairs					
22-00994	5	upland - trash bags	9.79	01-454-005-200	Expenditure		90	1	
			<u>113.02</u>	Supplies					
53313	08/15/22	ECKERTSE ECKERT SEAMANS					2673		
22-00992	1	twp - june services	1,947.00	01-404-000-311	Expenditure		82	1	
				Non Reimbursable Legal					

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53314	08/15/22	FISHE010 FISHER & SON COMPANY, INC.					2673
22-00996	1	hp - herbicide	224.00	01-454-002-200 Supplies-Hickory	Expenditure		92 1
53315	08/15/22	FLEXIBEN FLEXIBLE BENEFIT ADMINISTRATOR					2673
22-00997	1	july services	64.00	01-410-000-450 Contracted Services	Expenditure		93 1
53316	08/15/22	FRAME010 FRAME POWER EQUIPMENT					2673
22-00995	1	parks - cap, fuel	6.24	01-454-001-200 Supplies	Expenditure		91 1
53317	08/15/22	GATHE010 BRIAN E. GATHERCOLE					2673
22-00999	1	spring 2022 term	1,908.00	01-410-000-174 Tuition Reimbursment	Expenditure		95 1
53318	08/15/22	GENER010 GENERAL CODE					2673
22-01001	1	add'l legislation after cutoff	1,995.00	01-414-001-366 Ordinance Update	Expenditure		97 1
53319	08/15/22	GILMO020 GILMORE & ASSOCIATES, INC					2673
22-01002	1	toll - greenridge	745.57	01-408-000-310 Reimbursable Engineer	Expenditure		98 1
22-01002	2	twp - july services	1,946.81	01-408-000-313 Non Reimbursable	Expenditure		99 1
22-01002	3	nlt - shryock subdivision	760.18	01-408-000-310 Reimbursable Engineer	Expenditure		100 1
22-01002	4	595 fellowship road	72.50	01-408-000-310 Reimbursable Engineer	Expenditure		101 1
			<u>3,525.06</u>				
53320	08/15/22	GUARDALL GUARDIAN ALLIANCE TECHNOLOGIES					2673
22-00998	1	pd - software license	50.00	01-410-000-450 Contracted Services	Expenditure		94 1
53321	08/15/22	HELPNOW HELP-NOW,LLC					2673
22-01003	1	monthly services	2,934.63	01-407-000-450 Contracted Services	Expenditure		102 1
22-01003	2	twp - service tickets	680.00	01-407-000-450 Contracted Services	Expenditure		103 1
			<u>3,614.63</u>				
53322	08/15/22	HIGHW010 HIGHWAY MATERIALS, INC.					2673
22-01005	1	pw - materials	2,828.05	01-438-000-200 Supplies	Expenditure		107 1
22-01005	2	pw - materials	2,261.95	01-438-000-200 Supplies	Expenditure		108 1
22-01005	3	pw - materials	1,177.18	01-438-000-200 Supplies	Expenditure		109 1
22-01005	4	pw - ticonderoga	1,615.77	01-438-000-200 Supplies	Expenditure		110 1
22-01005	5	pw - waterview/highview	1,608.37	01-438-000-200 Supplies	Expenditure		111 1

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53322	HIGHWAY MATERIALS, INC.	Continued							
22-01005	6	pw - highview	951.10	01-438-000-200 Supplies	Expenditure		112	1	
22-01005	7	pw - highview	860.55	01-438-000-200 Supplies	Expenditure		113	1	
22-01005	8	pw - shop	966.72	01-438-000-200 Supplies	Expenditure		114	1	
			<u>12,269.69</u>						
53323	08/15/22	J-TEC010 J-TECH INC.						2673	
22-01007	1	pw - keys for icc	165.60	01-409-001-200 Township properties - supplies	Expenditure		116	1	
53324	08/15/22	JONIKGW GWEN JONIK						2673	
22-01006	1	reimbursement - notary	84.50	01-401-000-200 Supplies	Expenditure		115	1	
53325	08/15/22	KEENC010 KEEN COMPRESSED GAS COMPANY						2673	
22-01008	1	pw - cylinders	23.05	01-438-000-200 Supplies	Expenditure		117	1	
53326	08/15/22	LEVEN010 LEVENGOOD SEPTIC SERVICE						2673	
22-01010	1	hp - pumped holding tank	291.50	01-454-002-450 Contracted Services	Expenditure		123	1	
22-01010	2	hp - pumped holding tank	291.50	01-454-002-450 Contracted Services	Expenditure		124	1	
			<u>583.00</u>						
53327	08/15/22	LINESYST TELESYSTEM						2673	
22-01029	1	pw	242.35	01-409-001-320 Telephone	Expenditure		167	1	
22-01029	2	twp	872.45	01-409-003-320 Telephone	Expenditure		168	1	
22-01029	3	milford	20.76	01-409-004-320 Telephone	Expenditure		169	1	
			<u>1,135.56</u>						
53328	08/15/22	LUDWIO60 LUDWIG'S CORNER SUPPLY CO.						2673	
22-01009	1	pw - propane	92.00	01-438-000-200 Supplies	Expenditure		118	1	
22-01009	2	pw - chain, hook	10.97	01-438-000-200 Supplies	Expenditure		119	1	
22-01009	3	pw - propane	69.00	01-438-000-200 Supplies	Expenditure		120	1	
22-01009	4	hp - mulch	55.92	01-454-002-200 Supplies-Hickory	Expenditure		121	1	
22-01009	5	pw - propane, ratchet strap	280.98	01-438-000-200 Supplies	Expenditure		122	1	
			<u>508.87</u>						
53329	08/15/22	MARKH010 MARK HAGERTY						2673	
22-01004	1	f1, f2 overlay amendment	518.00	01-414-001-301 Court Reporter	Expenditure		104	1	

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PO #	Item	Description							
53329	MARK HAGERTY	Continued							
22-01004	2	court reporter services	70.00	01-414-001-301	Expenditure		105	1	
				Court Reporter					
22-01004	3	100 greenridge/toll	1,092.00	01-414-001-301	Expenditure		106	1	
				Court Reporter					
			<u>1,680.00</u>						
53330	08/15/22	NAPA0010 NAPA AUTO PARTS						2673	
22-01011	1	pw - deicer	28.38	01-438-000-200	Expenditure		125	1	
				Supplies					
22-01011	2	pw - fuel filter	16.64	01-438-000-235	Expenditure		126	1	
				Vehicle Maintenance					
22-01011	3	pw - deicer drum	173.07	01-438-000-200	Expenditure		127	1	
				Supplies					
22-01011	4	pd - deicer drum	173.08	01-410-000-235	Expenditure		128	1	
				Vehicle Maintenance					
22-01011	5	pw - absorbent	124.92	01-438-000-200	Expenditure		129	1	
				Supplies					
22-01011	6	parks - oil	160.56	01-454-001-200	Expenditure		130	1	
				Supplies					
22-01011	7	parks - oil filters	50.10	01-454-001-200	Expenditure		131	1	
				Supplies					
22-01011	8	pw - def55g	307.14	01-438-000-200	Expenditure		132	1	
				Supplies					
22-01011	9	parks - battery	147.32	01-454-001-200	Expenditure		133	1	
			<u>1,181.21</u>	Supplies					
53331	08/15/22	NEWHO010 NEW HOLLAND AUTO GROUP						2673	
22-01014	1	window kit	83.93	01-410-000-235	Expenditure		140	1	
				Vehicle Maintenance					
22-01014	2	window kit	83.93	01-410-000-235	Expenditure		141	1	
				Vehicle Maintenance					
22-01014	3	pd - sensors	369.14	01-410-000-235	Expenditure		142	1	
				Vehicle Maintenance					
22-01014	4	pw - actuator	1,323.75	01-438-000-235	Expenditure		143	1	
			<u>1,860.75</u>	Vehicle Maintenance					
53332	08/15/22	NOVUS NOVUS MAINTENANCE, LLC						2673	
22-01013	1	twp - cleaning services	1,450.00	01-409-003-450	Expenditure		135	1	
				Contracted Services					
22-01013	2	upland - cleaning services	750.00	01-454-005-450	Expenditure		136	1	
				Contracted Services					
22-01013	3	twp - cleaning services	1,550.00	01-409-003-450	Expenditure		137	1	
				Contracted Services					
22-01013	4	twp - cleaning supplies	135.04	01-401-000-200	Expenditure		138	1	
				Supplies					
22-01013	5	upland - cleaning services	640.00	01-454-005-450	Expenditure		139	1	
			<u>4,525.04</u>	Contracted Services					



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53333	08/15/22	OCCHEALT OCC HEALTH CENTERS OF SWPA					2673
22-01012	1	pw - dot recert, physical	121.00	01-438-000-450 Contracted Services	Expenditure		134 1
53334	08/15/22	PARAD010 ROBERT PARADIS					2673
22-01015	1	reimbursement - certification	95.00	01-410-000-316 Training/Seminar	Expenditure		144 1
22-01038	1	reimbursement - dues	40.00	01-218-000-000 Police Association Dues (PAD)	Expenditure		186 1
			135.00				
53335	08/15/22	PECO0010 PECO					2673
22-01016	1	upland	192.35	01-454-005-360 Utilities	Expenditure		145 1
22-01016	2	twp	805.43	01-409-003-360 Utilities	Expenditure		146 1
22-01016	3	twp	99.45	01-409-003-360 Utilities	Expenditure		147 1
22-01016	4	ff	132.82	01-454-003-360 Utilities	Expenditure		148 1
22-01016	5	ff	91.32	01-454-003-360 Utilities	Expenditure		149 1
22-01016	6	pw	466.30	01-409-001-360 Utilities	Expenditure		150 1
22-01016	7	twp	472.16	01-409-003-360 Utilities	Expenditure		151 1
22-01016	8	milford	45.20	01-409-004-360 Utilities	Expenditure		152 1
22-01016	9	hp	85.18	01-454-002-360 Utilities	Expenditure		153 1
			2,390.21				
53336	08/15/22	PENNS030 PA CHIEFS OF POLICE ASSOC					2673
22-01018	1	pd - officer exams	147.18	01-410-000-200 Supplies	Expenditure		155 1
53337	08/15/22	PITNEBOW PITNEY BOWES					2673
22-01017	1	postage refill	750.00	01-401-000-215 Postage	Expenditure		154 1
53338	08/15/22	PSATS030 PSATS-CDL PROGRAM					2673
22-01019	1	pw - drug dot	60.00	01-438-000-450 Contracted Services	Expenditure		156 1
53339	08/15/22	RICHGRUB RICHARD GRUBB & ASSOCIATES					2673
22-01000	1	historic resource inventory	2,213.00	01-408-000-313 Non Reimbursable	Expenditure		96 1
53340	08/15/22	SHERM010 KYLE S. SHERMAN					2673
22-01039	1	reimbursement - dues	56.34	01-218-000-000 Police Association Dues (PAD)	Expenditure		187 1

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
53341	08/15/22	SMALE010 SMALE'S PRINTER					2673		
22-01025	1	twp - envelopes	475.00	01-401-000-200 Supplies	Expenditure		163	1	
53342	08/15/22	STAPLADV STAPLES BUSINESS CREDIT					2673		
22-01026	1	twp - office supplies	198.89	01-401-000-200 Supplies	Expenditure		164	1	
53343	08/15/22	STAPLCRP STAPLES CREDIT PLAN					2673		
22-01024	1	pd - office supplies	1,203.11	01-410-000-200 Supplies	Expenditure		162	1	
53344	08/15/22	STEPHEQU STEPHENSON EQUIPMENT, INC.					2673		
22-01022	1	pw - filter element	145.51	01-438-000-200 Supplies	Expenditure		160	1	
53345	08/15/22	STEVEBAN STEVEN BANNAR					2673		
22-00974	1	pd - agility testing	200.00	01-410-000-450 Contracted Services	Expenditure		27	1	
53346	08/15/22	STRATIX STRATIX SYSTEMS					2673		
22-01020	1	contract base rate	542.00	01-401-000-450 Contracted Services	Expenditure		157	1	
	22-01020	2 color copies	320.16	01-401-000-200 Supplies	Expenditure		158	1	
			<u>862.16</u>						
53347	08/15/22	STRBUSIN STR BUSINESS SOLUTIONS					2673		
22-01021	1	twp - ink cartridges	167.00	01-401-000-200 Supplies	Expenditure		159	1	
53348	08/15/22	SUPERSEE SUPERSEER					2673		
22-01023	1	pd - helmet	476.80	01-410-000-238 Clothing/Uniforms	Expenditure		161	1	
53349	08/15/22	TACTISUR TACTICAL & SURVIVAL SPECIALTIE					2673		
22-01028	1	pd - equipment supplies	286.37	01-410-000-316 Training/Seminar	Expenditure		166	1	
53350	08/15/22	TMACC010 TMACC					2673		
22-01027	1	august renewal	700.00	01-400-000-420 Dues/Subscriptions/Mem	Expenditure		165	1	
53351	08/15/22	TONYSCH TONY SCHEIVERT					2673		
22-00957	1	cell phone reimbursement	100.00	01-400-000-320 Telephone	Expenditure		1	1	
53352	08/15/22	UPPER030 UPPER UWCHLAN POLICE ASSOCIATO					2673		
22-01037	1	2022 q1 and q2 dues	6,800.00	01-218-000-000 Police Association Dues (PAD)	Expenditure		185	1	

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
53353	08/15/22	UWCHL010 UWCHLAN AMBULANCE CORPS					2673		
22-01033	1	pd - blood draw	175.00	01-410-000-450 Contracted Services	Expenditure		174	1	
53354	08/15/22	VERIZ010 VERIZON					2673		
22-01031	1	pw	152.98	01-409-001-320 Telephone	Expenditure		171	1	
22-01031	2	milford	289.91	01-409-004-320 Telephone	Expenditure		172	1	
			<u>442.89</u>						
53355	08/15/22	VERIZFIO VERIZON					2673		
22-01030	1	ff - internet	134.99	01-454-003-320 Telephone	Expenditure		170	1	
53356	08/15/22	VERIZOSP VERIZON - SPECIAL PROJECTS					2673		
22-01032	1	august conduit occupancy	217.14	01-434-000-450 Contracted Services	Expenditure		173	1	
53357	08/15/22	WITME010 WITMER PUBLIC SAFETY GROUP, INC					2673		
22-01034	1	pd - carrier	209.95	01-410-000-238 Clothing/Uniforms	Expenditure		175	1	
22-01034	2	pd - police cap, strap	70.00	01-410-000-238 Clothing/Uniforms	Expenditure		176	1	
22-01034	3	pd - duty gear	82.35	01-410-000-260 Small Tools & Equipment	Expenditure		177	1	
22-01034	4	pd - customizations	1,108.00	01-410-000-238 Clothing/Uniforms	Expenditure		178	1	
22-01034	5	pd - customizations	620.00	01-410-000-238 Clothing/Uniforms	Expenditure		179	1	
22-01034	6	pd - carrier, shoulder straps	313.77	01-410-000-238 Clothing/Uniforms	Expenditure		180	1	
22-01034	7	pd - outerwear, jacket	332.00	01-410-000-238 Clothing/Uniforms	Expenditure		181	1	
			<u>2,736.07</u>						
53358	08/15/22	YSM YSM					2673		
22-01035	1	hp - architectural services	6,021.99	01-454-002-450 Contracted Services	Expenditure		182	1	
22-01035	2	hp - architectural services	995.40	01-454-002-450 Contracted Services	Expenditure		183	1	
			<u>7,017.39</u>						
53359	08/15/22	ZMUID005 DANIEL ZMUIDA					2673		
22-01036	1	reimbursement - boots	169.95	01-410-000-238 Clothing/Uniforms	Expenditure		184	1	

Check #	Check Date	Vendor		Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #		Item Description					Contract	Ref Seq Acct
53359	DANIEL ZMUIDA		Continued					
Report Totals				<u>Amount Paid</u>	<u>Amount Void</u>			
	Checks:	<u>Paid</u>	<u>Void</u>	201,125.54	0.00			
	Direct Deposit:	78	0	0.00	0.00			
	Total:	0	0	201,125.54	0.00			

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Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids: 1051 to 1055  
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
1051	08/23/22	AQUAP010 AQUA PA	7,342.49		2668
1052	08/02/22	STANDINS STANDARD INSURANCE COMPANY	3,384.96		2669
1053	08/05/22	WEXBANK WEX BANK	12,070.90		2670
1054	08/12/22	LOWES020 LOWES BUSINESS ACCOUNT	458.44		2671
1055	08/10/22	BANKAMER BANK OF AMERICA	11,243.65		2672

Report Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	5	0	34,500.44	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	5	0	34,500.44	0.00

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Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids: 1051 to 1055  
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
PO #	Item	Description					Seq Acct
1051	08/23/22	AQUAP010 AQUA PA					2668
22-01041	1	217 hydrants	6,199.69	01-411-000-451	Expenditure		1 1
				Hydrant expenses-Aqua			
22-01041	2	40 hydrants	1,142.80	01-411-000-451	Expenditure		2 1
				Hydrant expenses-Aqua			
			<u>7,342.49</u>				
1052	08/02/22	STANDINS STANDARD INSURANCE COMPANY					2669
22-01042	1	admin	535.45	01-401-000-156	Expenditure		1 1
				Employee Benefit Expens			
22-01042	2	pd	1,768.03	01-410-000-156	Expenditure		2 1
				Employee Benefit Expense			
22-01042	3	codes	265.97	01-413-000-156	Expenditure		3 1
				Employee Benefit Expens			
22-01042	4	pw	598.62	01-438-000-156	Expenditure		4 1
				Employee Benefit Expense			
22-01042	5	pw - facilities	216.89	01-438-001-156	Expenditure		5 1
				Employee Benefit Expense			
			<u>3,384.96</u>				
1053	08/05/22	WEXBANK WEX BANK					2670
22-01043	1	admin	88.59	01-401-000-230	Expenditure		1 1
				Gasoline & Oil			
22-01043	2	pd	4,392.18	01-410-000-230	Expenditure		2 1
				Gasoline & Oil			
22-01043	3	codes	320.10	01-413-000-230	Expenditure		3 1
				Gasoline & Oil			
22-01043	4	pw	2,673.64	01-438-000-230	Expenditure		4 1
				Gasoline & Oil			
22-01043	5	pw - facilities	4,596.39	01-438-001-230	Expenditure		5 1
				Gasoline & Oil - Facilities			
			<u>12,070.90</u>				
1054	08/12/22	LOWES020 LOWES BUSINESS ACCOUNT					2671
22-01044	1	pw - supplies	93.91	01-438-000-200	Expenditure		1 1
				Supplies			
22-01044	2	hp	28.52	01-454-002-200	Expenditure		2 1
				Supplies-Hickory			
22-01044	3	pw	32.08	01-438-000-200	Expenditure		3 1
				Supplies			
22-01044	4	upland	286.86	01-454-005-200	Expenditure		4 1
				Supplies			
22-01044	5	pw	17.07	01-438-000-200	Expenditure		5 1
				Supplies			
			<u>458.44</u>				
1055	08/10/22	BANKAMER BANK OF AMERICA					2672
22-01045	1	pd - eagle dry cleaners	102.07	01-410-000-238	Expenditure		1 1
				Clothing/Uniforms			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	
PO #	Item	Description					Ref Seq	Acct
1055	BANK OF AMERICA	Continued						
22-01045	2	pd - opticsplanet	233.19	01-410-000-238 Clothing/Uniforms	Expenditure		2	1
22-01045	3	pd - midwayusa	118.88	01-410-000-260 Small Tools & Equipment	Expenditure		3	1
22-01045	4	pd - amazon	17.82	01-410-000-200 Supplies	Expenditure		4	1
22-01045	5	pd - acme	87.05	01-410-000-340 Public Relations	Expenditure		5	1
22-01045	6	pd - visco	284.76	01-410-000-340 Public Relations	Expenditure		6	1
22-01045	7	pd - staples	154.64	01-410-000-200 Supplies	Expenditure		7	1
22-01045	8	pd - spatolas	281.32	01-410-000-340 Public Relations	Expenditure		8	1
22-01045	9	pd - amazon	113.41	01-410-000-200 Supplies	Expenditure		9	1
22-01045	10	pd - acme	37.92	01-410-000-340 Public Relations	Expenditure		10	1
22-01045	11	pd - amazon	68.89	01-410-000-200 Supplies	Expenditure		11	1
22-01045	12	pd - galls	204.97	01-410-000-238 Clothing/Uniforms	Expenditure		12	1
22-01045	13	pd - autumn clifford	197.00	01-410-000-316 Training/Seminar	Expenditure		13	1
22-01045	14	pd - amazon	104.53	01-410-000-200 Supplies	Expenditure		14	1
22-01045	15	pd - eagle dry cleaners	95.90	01-410-000-238 Clothing/Uniforms	Expenditure		15	1
22-01045	16	pd - amazon prime	15.89	01-410-000-420 Dues/Subscription/Memb	Expenditure		16	1
22-01045	17	pd - amazon	114.46	01-410-000-235 Vehicle Maintenance	Expenditure		17	1
22-01045	18	pd - montesano brothers	66.49	01-410-000-340 Public Relations	Expenditure		18	1
22-01045	19	twp - microsoft	281.33	01-407-000-220 Software	Expenditure		19	1
22-01045	20	twp - instantcheckmate	36.87	01-401-000-200 Supplies	Expenditure		20	1
22-01045	21	twp - microsoft	589.68	01-407-000-220 Software	Expenditure		21	1
22-01045	22	block party - crazy faces	825.00	01-454-001-202 Community Day	Expenditure		22	1
22-01045	23	hc - walmart	36.61	01-459-000-200 Supplies	Expenditure		23	1
22-01045	24	hc - acme	99.28	01-459-000-200 Supplies	Expenditure		24	1
22-01045	25	twp - adobe	15.89	01-407-000-220 Software	Expenditure		25	1
22-01045	26	twp - county of chester	10.00	01-401-000-200 Supplies	Expenditure		26	1
22-01045	27	pw - sttc	3,055.44	01-438-000-235 Vehicle Maintenance	Expenditure		27	1

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	
PO #	Item	Description					Ref Seq	Acct
1055	BANK OF AMERICA	Continued						
22-01045	28	block party - the nose	1,050.00	01-454-001-202	Expenditure		28	1
				Community Day				
22-01045	29	ff - soccer nets	240.00	01-454-003-200	Expenditure		29	1
				Supplies				
22-01045	30	pw - primo hoagies	168.05	01-438-000-200	Expenditure		30	1
				Supplies				
22-01045	31	signs - safetysign.com	517.30	01-433-000-200	Expenditure		31	1
				Supplies				
22-01045	32	twp - amazon	33.88	01-401-000-200	Expenditure		32	1
				Supplies				
22-01045	33	twp - zoho	263.30	01-407-000-220	Expenditure		33	1
				Software				
22-01045	34	chamber - country bagel	59.63	01-400-000-340	Expenditure		34	1
				Public Relations				
22-01045	35	chamber - acme	22.47	01-400-000-340	Expenditure		35	1
				Public Relations				
22-01045	36	twp - dollartree	13.25	01-401-000-200	Expenditure		36	1
				Supplies				
22-01045	37	twp - acme	122.71	01-401-000-200	Expenditure		37	1
				Supplies				
22-01045	38	twp - acme	56.43	01-401-000-200	Expenditure		38	1
				Supplies				
22-01045	39	twp - visco	225.00	01-400-000-340	Expenditure		39	1
				Public Relations				
22-01045	40	twp - acme	57.34	01-401-000-200	Expenditure		40	1
				Supplies				
22-01045	41	twp - toys for tots	100.00	01-400-000-340	Expenditure		41	1
				Public Relations				
22-01045	42	parks - degler whiting	1,065.00	01-454-001-200	Expenditure		42	1
				Supplies				
			11,243.65					

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	5	0	34,500.44	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	34,500.44	0.00



Range of Checking Accts: PAYROLL EFTS to PAYROLL EFTS      Range of Check Ids: 795 to 795  
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
795	08/15/22	AFLAC010 AFLAC	780.24	2667
Report Totals				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	1	0	780.24
	Direct Deposit:	0	0	0.00
	Total:	1	0	780.24
				<u>Amount Void</u>
				0.00
				0.00
				0.00

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Range of Checking Accts: SOLID WASTE to SOLID WASTE Range of Check Ids: 10540 to 10544  
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
08/15/22		AJBLO010 A.J. BLOSENSKI	16,984.10	2675
08/15/22		BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	1,976.50	2675
08/15/22		CCSWA010 CCSWA	21,829.95	2675
08/15/22		CHEST070 CHESTER COUNTY HEALTH DEPT	2,085.05	2675
08/15/22		WMCORP WM CORPORATE SERVICES, INC	38,288.80	2675

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	81,164.40	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	81,164.40	0.00

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Upper Uwchlan Township  
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 08/15/22 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					
22-01047	08/15/22	AJBL0010 A.J. BLOSENSKI		P.O. BOX 392					
	08/15/22	1 august collection	16,984.10	05-427-000-460	Expenditure	Aprv		2	1
				Contracted Services - Recycling					
			16,984.10						
22-01050	08/15/22	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI		118 W. MARKET STREET					
	08/15/22	1 sw - july services	1,976.50	05-427-000-314	Expenditure	Aprv		8	1
				Legal Fees					
			1,976.50						
22-01048	08/15/22	CCSWA010 CCSWA		P. O. BOX 476					
	08/15/22	1 7/8-7/13	6,979.21	05-427-000-700	Expenditure	Aprv		3	1
				Tipping Fees					
22-01048	08/15/22	2 7/18-7/19	5,476.94	05-427-000-700	Expenditure	Aprv		4	1
				Tipping Fees					
22-01048	08/15/22	3 7/25-7/27	4,810.30	05-427-000-700	Expenditure	Aprv		5	1
				Tipping Fees					
22-01048	08/15/22	4 8/1-8/2	4,563.50	05-427-000-700	Expenditure	Aprv		6	1
				Tipping Fees					
			21,829.95						
22-01049	08/15/22	CHEST070 CHESTER COUNTY HEALTH DEPT		ATTN: TERESA PLEDGER					
	08/15/22	1 2022 collection dates	2,085.05	05-427-000-800	Expenditure	Aprv		7	1
				Recycling Disposal					
			2,085.05						
22-01046	08/15/22	WMCORP WM CORPORATE SERVICES, INC		AS PAYMENT AGENT					
	08/15/22	1 july collection	38,288.80	05-427-000-450	Expenditure	Aprv		1	1
				Contracted Services					
			38,288.80						

	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
checks:	5	8	81,164.40

There are NO errors or warnings in this listing.

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Check Register By Check Id

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Range of Checking Accts: STORM WATER MGT to STORM WATER MGT Range of Check Ids: 1367 to 1375  
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
	08/15/22	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	574.00		2676
	08/15/22	CEDAR010 CEDAR HOLLOW RECYCLING	64.02		2676
	08/15/22	CONTICON CONTINENTAL CONCRETE PRODUCTS	1,020.00		2676
	08/15/22	GILMO020 GILMORE & ASSOCIATES, INC	943.75		2676
	08/15/22	HIGHW010 HIGHWAY MATERIALS, INC.	1,511.67		2676
	08/15/22	LUDWI010 LUDWIG'S EQUIPMENT, LLC	80.90		2676
	08/15/22	NEWENT NEW ENTERPRISE STONE & LIME CO	160.47		2676
	08/15/22	PIPEX020 PIPE XPRESS, INC.	478.00		2676
	08/15/22	TMASSOC T & M ASSOCIATES	3,608.80		2676

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	9	0	8,441.61	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	9	0	8,441.61	0.00

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Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 08/15/22 Checking Account: STORM WATER MGT G/L Credit: Expenditure G/L Credit  
Generate Direct Deposit: N

Check No.	Check Date	Vendor # Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
PO #	Enc Date	Item Description		Description					
22-01051	08/15/22	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI		118 W. MARKET STREET					
	08/15/22	1 wr - july services	574.00	08-404-000-311	Expenditure	Aprv		1	1
			<u>574.00</u>	Legal expense					
22-01056	08/15/22	CEDAR010 CEDAR HOLLOW RECYCLING		100 PARADISE STREET					
	08/15/22	1 oversized material	64.02	08-446-000-200	Expenditure	Aprv		8	1
			<u>64.02</u>	Supplies					
22-01052	08/15/22	CONTICON CONTINENTAL CONCRETE PRODUCTS		1 SOUTH GROSSTOWN ROAD					
	08/15/22	1 2' lentels and 6" risers	1,020.00	08-446-000-200	Expenditure	Aprv		2	1
			<u>1,020.00</u>	Supplies					
22-01057	08/15/22	GILMO020 GILMORE & ASSOCIATES, INC		65 E. BULTER AVENUE, SUITE 100					
	08/15/22	1 109 bill of rights ln	72.50	08-408-000-010	Expenditure	Aprv		9	1
				Engineering expenses					
22-01057	08/15/22	2 ms4 permit	871.25	08-408-000-010	Expenditure	Aprv		10	1
			<u>871.25</u>	Engineering expenses					
22-01055	08/15/22	HIGHW010 HIGHWAY MATERIALS, INC.		PO BOX 62879					
	08/15/22	1 highview	129.98	08-446-000-200	Expenditure	Aprv		5	1
				Supplies					
22-01055	08/15/22	2 material	828.52	08-446-000-200	Expenditure	Aprv		6	1
				Supplies					
22-01055	08/15/22	3 material	553.17	08-446-000-200	Expenditure	Aprv		7	1
			<u>553.17</u>	Supplies					
22-01054	08/15/22	LUDWI010 LUDWIG'S EQUIPMENT, LLC		1235 POTTSTOWN PIKE					
	08/15/22	1 starter assy	80.90	08-446-000-200	Expenditure	Aprv		4	1
			<u>80.90</u>	Supplies					
22-01053	08/15/22	NEWENT NEW ENTERPRISE STONE & LIME CO		PO BOX 645211					
	08/15/22	1 stone	160.47	08-446-000-200	Expenditure	Aprv		3	1
			<u>160.47</u>	Supplies					
22-01058	08/15/22	PIPEX020 PIPE XPRESS, INC.		817 E WASHINGTON STREET					
	08/15/22	1 solid pipe	478.00	08-446-000-200	Expenditure	Aprv		11	1
			<u>478.00</u>	Supplies					
22-01059	08/15/22	TMASSOC T & M ASSOCIATES		11 TINDALL ROAD					
	08/15/22	1 marsh creek watershed	3,608.80	08-446-000-450	Expenditure	Aprv		12	1
				Contracted services					

August 12, 2022  
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Upper Uwchlan Township  
Check Payment Batch Verification Listing

Page No: 2

Check No.	Check Date	Vendor #	Name		Street 1 of Address to be printed on Check
PO #	Enc Date	Item	Description	Payment Amt	Charge Account
					Account Type
					Status Seq
					Acct
					Description

3,608.80

	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
Checks:	9	12	8,441.61

There are NO errors or warnings in this listing.

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Upper Uwchlan Township  
Check Register By Check Id

Page No: 1

Range of Checking Accts: CAPITAL to CAPITAL Range of Check Ids: 1998 to 2002  
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
08/15/22	108EMERG	10-8 EMERGENCY VEHICLE SERVICE	12,935.17		2677
08/15/22	ELECTRIT	ELECTRI-TECH	13,577.23		2677
08/15/22	NEWHO010	NEW HOLLAND AUTO GROUP	39,650.00		2677
08/15/22	UHRIG	UHRIG CONSTRUCTION, INC	39,262.41		2677
08/15/22	WCMECHAN	WEST CHESTER MECHANICAL	12,748.63		2677

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	118,173.44	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	118,173.44	0.00

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Upper Uwchlan Township  
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 08/15/22 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					
22-01061	08/15/22	108EMERG 10-8 EMERGENCY VEHICLE SERVICE	12,935.17	501B EAST MAIN STREET	30-410-000-700	Expenditure	Aprv	2	1
		1 capital - police vehicle prep		Capital Purchases - Police					
			12,935.17						
22-01062	08/15/22	ELECTRIT ELECTRI-TECH	13,577.23	1334 MAYS LANDING ROAD	30-454-004-600	Expenditure	Aprv	3	1
		1 upland - pay app #9		Capital Construction - Upland					
			13,577.23						
22-01060	08/15/22	NEWHO010 NEW HOLLAND AUTO GROUP	39,650.00	508 W. MAIN STREET	30-410-000-700	Expenditure	Aprv	1	1
		1 capital - 2022 ford utility		Capital Purchases - Police					
			39,650.00						
22-01064	08/15/22	UHRIG UHRIG CONSTRUCTION, INC	39,262.41	1700 N 5TH STREET	30-454-004-600	Expenditure	Aprv	6	1
		1 upland - pay app #12		Capital Construction - Upland					
			39,262.41						
22-01063	08/15/22	WCMECHAN WEST CHESTER MECHANICAL	9,148.52	20 MCDONALD BLVD	30-454-004-600	Expenditure	Aprv	4	1
		1 upland - pay app 10 (plumbing)		Capital Construction - Upland					
22-01063	08/15/22	2 upland - pay app 9 (plumbing)	3,600.11	30-454-004-600	Expenditure	Aprv	5	1	
				Capital Construction - Upland					
			12,748.63						
checks:	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>						
	5	6	118,173.44						

There are NO errors or warnings in this listing.



August 12, 2022  
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Upper Uwchlan Township  
Check Register By Check Id

Page No: 1

Range of Checking Accts: DEV ESCROW to DEV ESCROW Range of Check Ids: 630 to 636  
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
08/15/22		ARROC010 ARRO CONSULTING, INC.	5,617.64		2674
08/15/22		BRANDWIN BRANDYWINE CONSERVANCY	987.50		2674
08/15/22		BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	706.00		2674
08/15/22		CHRISFRA FRANTZ, CHRISTOPHER	322.50		2674
08/15/22		GILMO020 GILMORE & ASSOCIATES, INC	44,984.09		2674
08/15/22		LANDTRST LANDTRUST PROPERTIES	928.81		2674
08/15/22		MCMAH010 MCMAHON ASSOCIATES, INC.	100.00		2674

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	7	0	53,646.54	0.00
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	<u>7</u>	<u>0</u>	<u>53,646.54</u>	<u>0.00</u>

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Upper Uwchlan Township  
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 08/15/22 Checking Account: DEV ESCROW G/L Credit: Expenditure G/L Credit  
Generate Direct Deposit: N

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
08/15/22 ARROC010 ARRO CONSULTING, INC.								
22-00959	08/15/22	1 Preserve	3,235.28	108 WEST AIRPORT ROAD 248-035	Project	Aprv	9	1
22-00959	08/15/22	2 Enclave	911.36	THE PRESERVE @ MARSH CREEK SEW 248-038	Project	Aprv	10	1
22-00959	08/15/22	3 Prosperity	376.50	ENCLAVE at CHESTER SPRINGS sew 248-046	Project	Aprv	11	1
22-00959	08/15/22	4 Vantage Point	1,094.50	Prosperity Byers 5C 2B 248-017	Project	Aprv	12	1
			5,617.64	Vantage Point at Chester Spr				
08/15/22 BRANDWIN BRANDYWINE CONSERVANCY								
22-00961	08/15/22	1 Villages	540.00	248-019	Project	Aprv	14	1
22-00961	08/15/22	2 Villages	147.50	The Village at Byers Station 248-019	Project	Aprv	15	1
22-00961	08/15/22	3 Crossings	300.00	The Village at Byers Station 248-033	Project	Aprv	16	1
			987.50	Chester Springs Crossing				
08/15/22 BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI								
22-00963	08/15/22	1 Enclave	41.00	118 W. MARKET STREET 248-1-038	Project	Aprv	19	1
22-00963	08/15/22	2 prosperity	184.50	ENCLAVE at CHESTER SPRINGS sit 248-046	Project	Aprv	20	1
22-00963	08/15/22	3 Villages	260.00	Prosperity Byers 5C 2B 248-019	Project	Aprv	21	1
22-00963	08/15/22	4 Vantage Point	20.00	The Village at Byers Station 248-017	Project	Aprv	22	1
22-00963	08/15/22	5 Crossings	180.00	Vantage Point at Chester Spr 248-033	Project	Aprv	23	1
22-00963	08/15/22	6 Preserve	20.50	Chester Springs Crossing 248-1-035	Project	Aprv	24	1
			706.00	THE PRESERVE @ MARSH CREEK CON				
08/15/22 CHRISFRA FRANTZ, CHRISTOPHER								
22-00962	08/15/22	1 Crossings	193.50	PO BOX 557 248-033	Project	Aprv	17	1
22-00962	08/15/22	2 Villages	129.00	Chester Springs Crossing 248-019	Project	Aprv	18	1
			322.50	The Village at Byers Station				
08/15/22 GILMO020 GILMORE & ASSOCIATES, INC								
22-00958	08/15/22	1 Prosperity	1,308.63	65 E. BULTER AVENUE, SUITE 100 248-046	Project	Aprv	2	1
22-00958	08/15/22	2 Villages	7,071.72	Prosperity Byers 5C 2B 248-019	Project	Aprv	3	1
22-00958	08/15/22	3 Enclave	1,653.78	The Village at Byers Station 248-1-038	Project	Aprv	4	1
				ENCLAVE at CHESTER SPRINGS sit				

August 12, 2022  
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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
22-00958	08/15/22	4 Windsor Baptist	27.50	248-031 WINDSOR BAPTIST CHURCH	Project	Aprv	5	1
22-00958	08/15/22	5 Eagleview 1-C	385.95	248-025 Eagleview Lot 1C	Project	Aprv	6	1
22-00958	08/15/22	6 Crossings	8,693.21	248-033 Chester Springs Crossing	Project	Aprv	7	1
22-00958	08/15/22	7 Preserve	25,843.30	248-1-035 THE PRESERVE @ MARSH CREEK CON	Project	Aprv	8	1
			44,984.09					
22-00812	08/15/22	3 Closing Escrow	928.81	721 OLD STATE ROAD 248-028 COMMERCIAL 5-C	Project	Aprv	1	1
			928.81					
22-00960	08/15/22	1 prosperity	100.00	425 COMMERCE DRIVE 248-046 Prosperity Byers 5C 2B	Project	Aprv	13	1
			100.00					

Checks:	<u>Count</u> 7	<u>Line Items</u> 24	<u>Amount</u> 53,646.54
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There are NO errors or warnings in this listing.



## UPPER UWCHLAN TOWNSHIP

### MEMORANDUM

TO: BOARD OF SUPERVISORS  
FROM: Jill Bukata, Township Treasurer  
RE: Status Update  
DATE: August 15, 2022

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#### Finance has worked on the following items during the month

- Received and processed 50 trash and 1,476 sewer payments (7/16/2022 – 8/11/2022)
- Hired, and have been on-boarding the new employee in the Finance Department

#### Highlights of the July, 2022 financial statements

- The balance sheet remains strong with cash of over **\$12.5 million** - of that amount **approximately \$4.9 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 58.3%
  - YTD revenues \$ 6,214,183 67.8%
  - YTD expenses \$ 4,208,279 47.1%
  - YTD transfers out \$ 750,000
  - YTD net income \$ 2,005,904 (before transfers)
  - **YTD net income (after transfers) \$ 1,255,904**
  - Budgeted 2022 net income \$ 93,673 (before transfers)
  - Budgeted 2022 net income (after) (1,651,327) (after transfers)
- As of July 31, earned income taxes received are \$93,000 higher than for the same period in 2021 and are at 68.1% of the 2022 budget.

# Upper Uwchlan Township

## Treasurer's Report

### Cash Balances As of July 31, 2022

#### General Fund

Meridian Bank	\$ 6,204,521
Meridian Bank - Payroll	28,224
Meridian Bank - ARPA Funds	404,944
Meridian Bank MMA - restricted	39,055
Meridian Bank-restricted-Meadow Creek	1,004,313
Fulton Bank	90,654
Fulton Bank - Turf Field	214,733
Petty cash	300
Total General Fund	7,986,743

Certificate of Deposit - 7/2/23 278,000

**Total General Fund \$ 8,264,743**

#### Solid Waste Fund

Meridian Bank - Solid Waste	255,681
Fulton Bank - Solid Waste	787,909
Total Solid Waste Funds	1,043,590

**Total Solid Waste Fund 1,043,590**

#### Liquid Fuels Fund

Fulton Bank	1,184,004
	1,184,004

**Total Liquid Fuels Fund 1,184,004**

#### Capital Projects Fund

Fulton Bank	740,616
PSDLAF	5,110
Fulton Bank - 2019 Bond Proceeds	-
Fulton Bank - 2019 Bond Proceeds, ICS Sweep	1
	745,726

**Total Capital Projects Fund 745,726**

#### Act 209 Impact Fund

Fulton Bank	1,045,573
	1,045,573

**Total Act 209 Impact Fund 1,045,573**

#### Water Resource Protection Fund

Fulton Bank	207,620
	207,620

**Total Water Resource Protection Fund 207,620**

#### Sewer Fund

PSDLAF	84
Fulton Bank	105,942
	106,026

**Total Sewer Fund 106,026**

<b>Total - Upper Uwchlan Township</b>	<b>\$ 12,597,282</b>
<b>Municipal Authority</b>	<b>\$ 6,510,622</b>
<b>Developer's Escrow Fund</b>	<b>\$ 86,602</b>

Upper Uwchlan Township  
Schedule of Investments

As of July 31, 2022

	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	7/2/2023	2.000%	250,000.00
		27,440.46	Interest accrued			27,440.46
	Accrued interest - YTD	559.95				559.95
		<u>278,000.41</u>				<u>278,000.41</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	(5,598,727.11)				(5,598,727.11)
		<u>0.55</u>				<u>0.55</u>
Total Capital Fund		<u>5,110.26</u>				<u>5,110.26</u>

Upper Uwchlan Township  
Accounts Receivable  
As of July 31, 2022

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

	Total Amount Due 7/31/2022	Total Amount Due 6/30/2022	Less than 30 days	31 - 60 days	61 - 90 days	Over 90 days	Over 180 days	Total
Alpha Phylite Fitness	1,083.30	1,083.30	-	-	-	1,083.30	-	1,083.30
Hankin	3,102.50	3,102.50	-	-	-	-	3,102.50	3,102.50
Montesano	1,774.96	1,774.96	-	-	-	-	1,774.96	1,774.96
Toll Brothers	32,582.68	20,898.36	11,684.32	3,633.80	17,264.56	-	-	32,582.68
Chester County - Struble Trail	2,342.92	7,066.89	-	2,342.92	-	-	-	2,342.92
Natural Lands Trust	11,767.23	-	11,767.23	-	-	-	-	11,767.23
<b>Balance at July 31, 2022</b>	<b>\$ 52,653.59</b>	<b>\$ 33,926.01</b>	<b>\$ 23,451.55</b>	<b>\$ 5,976.72</b>	<b>\$ 17,264.56</b>	<b>\$ 1,083.30</b>	<b>\$ 4,877.46</b>	<b>\$ 52,653.59</b>

Upper Uwchlan Township  
Accounts Receivable  
As of July 31, 2022

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

	Total Amount 7/31/2022	Total Amount 6/30/2022	Less than 30 days	31 - 60	61 - 90	Over 90 days	Over 180 days	Total
Marsh Creek Eagles	3,300.00	3,300.00	-	-	3,300.00	-		3,300.00
GEYA Soccer	-	-	-	-	-			-
Brandywine Rugby	-	-	-	-	-			-
Downingtown East Lacrosse	45.00	45.00	-	-	45.00			45.00
Next Level Sports	-	-	-					-
	-	-	-					-
Balance at July 31, 2022	<u>\$ 3,345.00</u>	<u>\$ 3,345.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,345.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,345.00</u>



Upper Uwchlan Township  
Accounts Receivable  
As of July 31, 2022

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

	Amount 7/31/2022	Amount 6/30/2022	Aging					Total
			Less than 30 days	30 days	60 days	90 days	180 days & over	
Pension plans - audit fees paid by UUT	-	-	-	-	-	-	-	-
Franchise fees - 2Q	50,000.00	50,000.00	-	50,000.00				50,000.00
	-	-						-
Balance at July 31, 2022	<u>\$ 50,000.00</u>	<u>\$ 50,000.00</u>	<u>-</u>	<u>50,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>50,000.00</u>

Upper Uwchlan Township  
General Fund  
Balance Sheet  
As of July 31, 2022

**ASSETS**

Cash		
01-100-000-100	General Checking - Fulton Bank	\$ 90,645.34
01-100-000-200	Meridian Bank	6,204,520.57
01-100-000-210	Meridian Bank - Payroll	28,224.39
01-100-000-220	Meridian Bank MMA - restricted	39,054.60
01-100-000-230	Meridian Bank - ARPA	404,943.62
01-100-000-250	Fulton Bank - Turf Field	214,732.99
01-100-000-260	Meridian Bank - Meadow Creek Lane	1,004,312.86
01-100-000-300	Petty Cash	300.00
	Total Cash	<u>7,986,734.37</u>

Investments

01-120-000-100	Certificate of Deposit - 7/2/23	278,000.41
		<u>278,000.41</u>

Accounts Receivable

01-145-000-020	Engineering Fees Receivable	24,102.42
01-145-000-021	Engineering Fees Receivable-CU	488.80
01-145-000-030	Legal Fees Receivable	18,431.03
01-145-000-040	R/E Taxes Receivable	11,942.39
01-145-000-050	Hydrant Tax Receivable	-
01-145-000-060	Domestic Relations Receivable	(161.44)
01-145-000-080	Field Fees Receivables	3,345.00
01-145-000-085	Turf Field Receivables	-
01-145-000-086	EIT Receivable	13,592.65
01-145-000-090	RE Transfer Tax Receivable	101,787.01
01-145-000-095	Misc accounts receivable	50,000.00
01-145-000-096	Traffic Signals Receivable	-
01-145-000-097	Advertising Fees Reimbursable	1,426.54
	Total Accounts Receivable	<u>224,954.40</u>

Other Current Assets

01-130-000-001	Due From Municipal Authority	125,172.22
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	8,499.63
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>133,671.85</u>

Prepaid Expense

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

<b>Total Assets</b>	<b>\$</b>	<b>8,623,361.03</b>
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Upper Uwchlan Township  
General Fund  
Balance Sheet  
As of July 31, 2022

**LIABILITIES AND FUND BALANCE**

Accounts Payable

01-200-000-000	Accounts Payable	-
01-252-000-001	Deferred Revenues	414,136.48
	Total Accounts Payable	414,136.48

Other Current Liabilities

01-199-000-000	Suspense Account	-
01-210-000-000	Payroll Liabilities	
01-210-000-001	Federal Tax Withheld	
01-211-000-000	FICA Tax Withheld	-
01-212-000-000	Earned Income Tax W/H	2,890.66
01-214-000-000	Non-Uniform Pension	-
01-214-000-100	NU Pension Plan #2	-
01-215-000-000	Police Pension Withheld	-
01-216-000-000	Domestic Relation W/H	-
01-217-000-000	State Tax Withheld	-
01-218-000-000	Police Association Dues	7,920.00
01-219-000-000	LST Tax Withheld	20.00
01-220-000-000	State Unemployment W/H	162.90
01-221-000-000	Benefit Deduction-Aflac	(495.23)
01-221-000-100	Benefit Deduction-Aflac After Tax	483.20
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	-
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	1,549.39
01-239-000-007	Due to Water Resource Protection Fund	2,201.44
01-239-000-008	Due to Developer's Escrow Fund	(5,745.82)
01-258-000-000	Accrued Expenses	-
	Total Other Current Liabilities	8,986.54

<b>Total Liabilities</b>	<b>\$</b>	<b>423,123.02</b>
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EQUITY

01-272-000-000	Opening Balance Equity	812,921.60
01-272-000-001	Retained Earnings	6,535,579.71
	Current Period Net Income (Loss)	851,736.70
	Total Equity	8,200,238.01

<b>Total Fund Balance</b>	<b>\$</b>	<b>8,200,238.01</b>
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<b>Total Liabilities &amp; Fund Balance</b>	<b>\$</b>	<b>8,623,361.03</b>
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Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended July 31, 2022

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
01-301-000-010	Current Real Estate Taxes	\$ 1,143,865.21	\$ 1,050,100.00	\$ 93,765.21	108.9%
01-301-000-013	Real Estate Tax Refunds	(228.17)	(25,000.00)	24,771.83	0.9%
01-301-000-030	Delinquent Real Estate Taxes	26,709.49	30,000.00	(3,290.51)	89.0%
01-301-000-071	Hydrant Tax	-	65,000.00	(65,000.00)	0.0%
01-301-000-072	Delinquent Hydrant Taxes	391.83	-	391.83	#DIV/0!
01-310-000-010	Real Estate Transfer Taxes	525,080.65	650,000.00	(124,919.35)	80.8%
01-310-000-020	Earned Income Taxes	2,789,267.05	4,100,000.00	(1,310,732.95)	68.0%
01-310-000-021	EIT commissions paid	(34,466.99)	(55,760.00)	21,293.01	61.8%
01-320-000-010	Building Permits	327,511.26	500,000.00	(172,488.74)	65.5%
01-320-000-020	Use & Occupancy Permit	7,580.00	12,000.00	(4,420.00)	63.2%
01-320-000-030	Sign Permits	-	100.00	(100.00)	0.0%
01-320-000-040	Contractors Permit	1,200.00	2,000.00	(800.00)	60.0%
01-320-000-050	Refinance Certification Fees	2,050.00	3,000.00	(950.00)	68.3%
01-321-000-080	Cable TV Franchise Fees	100,656.26	210,000.00	(109,343.74)	47.9%
01-331-000-010	Vehicle Codes Violation	35,237.07	45,000.00	(9,762.93)	78.3%
01-331-000-011	Reports/Fingerprints	970.00	2,000.00	(1,030.00)	48.5%
01-331-000-012	Solicitation Permits	-	500.00	(500.00)	0.0%
01-331-000-050	Reimbursable Police Wages	598.57	3,000.00	(2,401.43)	20.0%
01-341-000-001	Interest Earnings	14,632.84	33,000.00	(18,367.16)	44.3%
01-342-000-001	Rental Property Income	14,000.00	24,000.00	(10,000.00)	58.3%
01-354-000-010	County Grants	-	-	-	#DIV/0!
01-354-000-020	State Grants	-	618,752.00	(618,752.00)	0.0%
01-354-000-030	Police Grants	-	-	-	#DIV/0!
01-355-000-001	PURTA	-	5,000.00	(5,000.00)	0.0%
01-355-000-004	Alcoholic Beverage Tax	200.00	600.00	(400.00)	33.3%
01-355-000-005	State Aid, Police Pension	-	122,000.00	(122,000.00)	0.0%
01-355-000-006	State Aid, Non-Uniform Pension	-	60,000.00	(60,000.00)	0.0%
01-355-000-007	Foreign Fire Insurance Tax	-	95,000.00	(95,000.00)	0.0%
01-360-000-010	Vehicle Storage Fees	-	1,000.00	(1,000.00)	0.0%
01-361-000-030	Zoning/SubDivision Land Development	3,841.82	6,000.00	(2,158.18)	64.0%
01-361-000-032	Fees from Engineering	27,335.96	50,000.00	(22,664.04)	54.7%
01-361-000-033	Admin Fees from Engineering	100.00	4,000.00	(3,900.00)	2.5%
01-361-000-035	Admin Fees from Legal	100.00	1,000.00	(900.00)	10.0%
01-361-000-036	Legal Services Fees	17,246.07	6,000.00	11,246.07	287.4%
01-361-000-038	Sale of Maps & Books	100.00	250.00	(150.00)	40.0%
01-361-000-039	Fire Inspection Fees	575.00	2,000.00	(1,425.00)	28.8%
01-361-000-040	Fees from Engineering - CU	698.80	20,000.00	(19,301.20)	3.5%
01-361-000-041	Property Inspection Fees	-	8,000.00	(8,000.00)	0.0%
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	1,855.04	500.00	1,355.04	371.0%
01-367-000-010	Recreation Donations	-	-	-	#DIV/0!
01-367-000-014	Pavillion Rental	150.00	500.00	(350.00)	30.0%
01-367-000-021	Field Programs	18,652.50	30,000.00	(11,347.50)	62.2%
01-367-000-025	Turf Field Fees	29,845.00	45,000.00	(15,155.00)	66.3%
01-367-000-030	Community Events Donations	18,045.00	10,000.00	8,045.00	180.5%
01-367-000-040	History Book Revenue	-	200.00	(200.00)	0.0%
01-367-000-045	Upland Farms Barn Rental Fees	3,500.00	5,000.00	(1,500.00)	70.0%
01-367-000-089	Donations for Park Equipment	-	-	-	#DIV/0!
01-380-000-001	Miscellaneous Revenue	11,618.26	5,000.00	6,618.26	232.4%
01-380-000-010	Insurance Reimbursement	-	3,000.00	(3,000.00)	0.0%
01-392-000-008	Municipal Authority Reimbursement	193,782.58	272,707.00	(78,924.42)	71.1%

Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended July 31, 2022

GL Account #	Account Description	2022 YTD Actual	2022 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	1,574.00	-	1,574.00	#DIV/0!
	<b>Total Revenue</b>	<b>\$ 5,284,275.10</b>	<b>\$ 8,020,549.00</b>	<b>\$ (2,736,273.90)</b>	<b>65.9%</b>
<b>GENERAL GOVERNMENT</b>					
01-400-000-113	Supervisors Wages	\$ 7,312.50	\$ 9,750.00	\$ (2,437.50)	75.0%
01-400-000-150	Payroll Tax Expense	559.44	746.00	(186.56)	75.0%
01-400-000-320	Telephone	1,120.36	2,000.00	(879.64)	56.0%
01-400-000-340	Public Relations	902.54	2,500.00	(1,597.46)	36.1%
01-400-000-341	Advertising	6,197.47	7,500.00	(1,302.53)	82.6%
01-400-000-342	Printing	3,153.00	5,000.00	(1,847.00)	63.1%
01-400-000-344	Community Notice	-	2,000.00	(2,000.00)	0.0%
01-400-000-350	Insurance-Bonding	2,707.00	2,945.00	(238.00)	91.9%
01-400-000-352	Insurance-Liability	8,295.60	16,591.00	(8,295.40)	50.0%
01-400-000-420	Dues/Subscriptions/Memberships	5,185.85	4,375.00	810.85	118.5%
01-400-000-460	Meeting & Conferences	6,073.87	6,000.00	73.87	101.2%
01-400-000-461	Bank Fees	8,158.64	12,000.00	(3,841.36)	68.0%
01-400-000-463	Misc expenses	5,825.08	2,000.00	3,825.08	291.3%
01-400-000-464	Wallace Twp. Tax Agreement	-	4,800.00	(4,800.00)	0.0%
		55,491.35	78,207.00	(22,715.65)	71.0%
<b>EXECUTIVE</b>					
01-401-000-100	Administration Wages	325,940.46	582,528.00	(256,587.54)	56.0%
01-401-000-150	Payroll Tax Expense	26,558.78	44,563.00	(18,004.22)	59.6%
01-401-000-151	PSATS Unemployment Compensation	3,210.00	3,745.00	(535.00)	85.7%
01-401-000-156	Employee Benefit Expense	34,236.70	83,348.00	(49,111.30)	41.1%
01-401-000-157	ACA Fees	223.20	240.00	(16.80)	93.0%
01-401-000-160	Non-Uniform Pension	18,620.32	36,467.00	(17,846.68)	51.1%
01-401-000-165	Employer 457 Match	-	12,000.00	(12,000.00)	0.0%
01-401-000-174	Tuition Reimbursements	(169.59)	6,300.00	(6,469.59)	-2.7%
01-401-000-181	Longevity Pay	3,600.00	5,550.00	(1,950.00)	64.9%
01-401-000-183	Overtime Wages	6,660.82	5,000.00	1,660.82	133.2%
01-401-000-200	Supplies	10,355.21	15,000.00	(4,644.79)	69.0%
01-401-000-205	Meals & Meal Allowances	-	200.00	(200.00)	0.0%
01-401-000-215	Postage	5,868.13	4,500.00	1,368.13	130.4%
01-401-000-230	Gasoline & Oil	1,031.68	2,200.00	(1,168.32)	46.9%
01-401-000-235	Vehicle Maintenance	1,013.60	1,000.00	13.60	101.4%
01-401-000-252	Repair & Maintenance	-	2,000.00	(2,000.00)	0.0%
01-401-000-316	Training & Seminars	5,054.33	10,000.00	(4,945.67)	50.5%
01-401-000-317	Parking/Travel	1,347.84	1,200.00	147.84	112.3%
01-401-000-322	Ipad Expenses	89.18	600.00	(510.82)	14.9%
01-401-000-352	Insurance - Liability	140.76	282.00	(141.24)	49.9%
01-401-000-353	Insurance-Vehicle	199.12	398.00	(198.88)	50.0%
01-401-000-354	Insurance-Workers Compensation	886.30	720.00	166.30	123.1%
01-401-000-420	Dues/Subscriptions/Memberships	2,854.00	6,100.00	(3,246.00)	46.8%
01-401-000-450	Contracted Services	16,348.91	16,000.00	348.91	102.2%
		464,069.75	839,941.00	(375,871.25)	55.3%
<b>AUDIT</b>					
01-402-000-450	Contracted Services	24,700.00	25,700.00	(1,000.00)	96.1%
		24,700.00	25,700.00	(1,000.00)	96.1%

Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended July 31, 2022

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>TAX COLLECTION</b>					
01-403-000-110	Chester Co. Treasurer Expense	8,209.25	12,500.00	(4,290.75)	65.7%
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)	0.0%
		8,209.25	12,900.00	(4,690.75)	63.6%
<b>LEGAL</b>					
01-404-000-305	Reimbursable Legal Fees - CU	-	500.00	(500.00)	0.0%
01-404-000-310	Reimbursable Legal Fees	17,494.57	9,500.00	7,994.57	184.2%
01-404-000-311	Non Reimbursable Legal	30,511.16	45,000.00	(14,488.84)	67.8%
01-404-000-450	Contracted Services	-	5,000.00	(5,000.00)	0.0%
		48,005.73	60,000.00	(11,994.27)	80.0%
<b>MUNICIPAL AUTHORITY ADMINISTRATOR</b>					
01-406-000-100	Administrator Wages	13,965.00	-	13,965.00	#DIV/0!
01-406-000-101	Employee Cost Transferred to MA	(15,480.59)	-	(15,480.59)	#DIV/0!
01-406-000-150	Payroll Tax Expense	1,068.33	-	1,068.33	#DIV/0!
01-406-000-151	PSATS Unemployment Compensation	447.26	-	447.26	#DIV/0!
		-	-	-	#DIV/0!
<b>TECHNOLOGY</b>					
01-407-000-200	Supplies	-	2,000.00	(2,000.00)	0.0%
01-407-000-220	Software	40,509.72	73,280.00	(32,770.28)	55.3%
01-407-000-222	Hardware	6,483.00	16,000.00	(9,517.00)	40.5%
01-407-000-240	Web Page	6,361.83	6,000.00	361.83	106.0%
01-407-000-450	Contracted Services	29,025.97	62,720.00	(33,694.03)	46.3%
		82,380.52	160,000.00	(77,619.48)	51.5%
<b>ENGINEERING</b>					
01-408-000-305	Reimbursable Conditional Use	-	25,000.00	(25,000.00)	0.0%
01-408-000-310	Reimbursable Engineering	25,727.20	75,000.00	(49,272.80)	34.3%
01-408-000-311	Traffic Engineering	13,005.00	25,000.00	(11,995.00)	52.0%
01-408-000-313	Non Reimbursable Engineering	26,203.86	30,000.00	(3,796.14)	87.3%
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	-	618,752.00	(618,752.00)	0.0%
01-408-000-369	Reimbursable Traffic Signals	-	-	-	#DIV/0!
01-408-000-370	Reimbursable Advertising	1,154.56	-	1,154.56	#DIV/0!
		66,090.62	788,252.00	(722,161.38)	8.4%
<b>TOWNSHIP PROPERTIES</b>					
<u>Public Works Building</u>					
01-409-001-200	Supplies	-	1,000.00	(1,000.00)	0.0%
01-409-001-231	Propane & heating - PW bldg	11,064.18	15,000.00	(3,935.82)	73.8%
01-409-001-250	Maint & Repair	8,516.48	21,850.00	(13,333.52)	39.0%
01-409-001-320	Telephone	2,232.56	4,000.00	(1,767.44)	55.8%
01-409-001-351	Insurance - property	7,772.76	15,546.00	(7,773.24)	50.0%
01-409-001-360	Utilities	3,948.49	12,000.00	(8,051.51)	32.9%
01-409-001-450	Contracted Services	1,488.63	8,000.00	(6,511.37)	18.6%

Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended July 31, 2022

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<u><b>Township Building</b></u>					
01-409-003-101	Employee Cost Allocated	-	-	-	#DIV/0!
01-409-003-200	Supplies	2,767.31	2,000.00	767.31	138.4%
01-409-003-231	Propane & Heating Oil	824.13	5,000.00	(4,175.87)	16.5%
01-409-003-250	Maintenance & Repairs	3,574.92	2,500.00	1,074.92	143.0%
01-409-003-320	Telephone	4,246.23	7,000.00	(2,753.77)	60.7%
01-409-003-351	Insurance Property	9,068.15	18,136.00	(9,067.85)	50.0%
01-409-003-360	Utilities	12,789.92	25,000.00	(12,210.08)	51.2%
01-409-003-450	Contracted Services	15,276.34	39,000.00	(23,723.66)	39.2%
<u><b>Milford Road</b></u>					
01-409-004-200	Supplies	-	500.00	(500.00)	0.0%
01-409-004-231	Propane	1,167.18	2,000.00	(832.82)	58.4%
01-409-004-250	Maintenance & Repairs	1,900.00	500.00	1,400.00	380.0%
01-409-004-320	Telephone	2,129.14	3,000.00	(870.86)	71.0%
01-409-004-351	Insurance - property	1,295.46	2,591.00	(1,295.54)	50.0%
01-409-004-360	Utilities	496.81	1,000.00	(503.19)	49.7%
01-409-004-450	Contracted Services	4,320.17	500.00	3,820.17	864.0%
		94,878.86	186,123.00	(91,244.14)	51.0%
<b>POLICE EXPENSES</b>					
01-410-000-100	Police Wages	917,377.95	1,603,004.00	(685,626.05)	57.2%
01-410-000-110	Police Wages - WC reimbursement	-	-	-	#DIV/0!
01-410-000-150	Payroll Tax Expense	76,617.45	122,630.00	(46,012.55)	62.5%
01-410-000-151	PSATS Unemployment Compensation	9,176.24	8,765.00	411.24	104.7%
01-410-000-156	Employee Benefit Expense	199,253.90	392,907.00	(193,653.10)	50.7%
01-410-000-158	Medical Expense Reimbursements	5,724.73	13,000.00	(7,275.27)	44.0%
01-410-000-160	Pension Expense	113,982.00	227,964.00	(113,982.00)	50.0%
01-410-000-165	Employer 457 Match	-	30,000.00	(30,000.00)	0.0%
01-410-000-174	Tuition Reimbursment	1,966.20	15,000.00	(13,033.80)	13.1%
01-410-000-181	Longevity Pay	10,200.00	29,400.00	(19,200.00)	34.7%
01-410-000-182	Education incentive	4,750.00	5,750.00	(1,000.00)	82.6%
01-410-000-183	Overtime Wages	41,037.44	60,000.00	(18,962.56)	68.4%
01-410-000-187	Courttime Wages	6,672.32	12,000.00	(5,327.68)	55.6%
01-410-000-190	ARPA - COVID Pay	11,250.00	-	11,250.00	#DIV/0!
01-410-000-191	Uniform/Boot Allowances	14,500.00	14,000.00	500.00	103.6%
01-410-000-200	Supplies	5,512.75	14,000.00	(8,487.25)	39.4%
01-410-000-215	Postage	-	750.00	(750.00)	0.0%
01-410-000-230	Gasoline & Oil	31,224.25	43,000.00	(11,775.75)	72.6%
01-410-000-235	Vehicle Maintenance	8,047.00	25,000.00	(16,953.00)	32.2%
01-410-000-238	Clothing/Uniforms	11,313.68	11,700.00	(386.32)	96.7%
01-410-000-250	Maintenance & Repairs	306.39	2,500.00	(2,193.61)	12.3%
01-410-000-260	Small Tools & Equipment	2,409.14	10,000.00	(7,590.86)	24.1%
01-410-000-311	Non-Reimbursable-Legal	-	-	-	#DIV/0!
01-410-000-316	Training/Seminar	11,326.39	15,000.00	(3,673.61)	75.5%
01-410-000-317	Parking & travel	35.40	1,000.00	(964.60)	3.5%
01-410-000-320	Telephone	2,916.54	7,000.00	(4,083.46)	41.7%
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	4,543.45	15,000.00	(10,456.55)	30.3%
01-410-000-342	Police Accreditation	2,521.76	6,000.00	(3,478.24)	42.0%
01-410-000-352	Insurance - Liability	6,396.50	12,793.00	(6,396.50)	50.0%
01-410-000-353	Insurance - Vehicles	1,053.00	2,106.00	(1,053.00)	50.0%
01-410-000-354	Insurance - Workers Compensation	19,203.28	43,200.00	(23,996.72)	44.5%
01-410-000-420	Dues/Subscriptions/Memberships	923.95	1,000.00	(76.05)	92.4%
01-410-000-450	Contracted Services	11,321.87	29,950.00	(18,628.13)	37.8%
01-410-000-740	Computer/Furniture	2,700.03	3,000.00	(299.97)	90.0%
		1,534,263.61	2,779,019.00	(1,244,755.39)	55.2%

Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended July 31, 2022

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>FIRE/AMBULANCE</b>					
01-411-000-354	Insurance - Workers Compensation	8,648.25	23,000.00	(14,351.75)	37.6%
01-411-000-420	Dues/Subscriptions/Memberships	-	-	-	#DIV/0!
01-411-000-450	Contracted Services	-	-	-	#DIV/0!
01-411-000-451	Hydrant expenses-Aqua	47,218.61	60,000.00	(12,781.39)	78.7%
01-411-001-001	Ludwigs	49,598.00	249,196.00	(199,598.00)	19.9%
01-411-001-002	Lionville	49,680.00	99,360.00	(49,680.00)	50.0%
01-411-001-003	Lionville Capital	-	-	-	100.0%
01-411-001-004	Glenmoore	5,717.50	11,435.00	(5,717.50)	50.0%
01-411-001-005	E. Brandywine	21,279.00	46,279.00	(25,000.00)	46.0%
01-411-001-006	Reimbursement - Uwchlan Township	-	2,300.00	(2,300.00)	0.0%
01-411-001-007	Reimbursement - East Brandywine Twp.	306.38	200.00	106.38	153.2%
01-411-002-530	Contributions-Fire Relief	-	95,000.00	(95,000.00)	0.0%
		182,447.74	586,770.00	(404,322.26)	31.1%
<b>AMBULANCE</b>					
01-412-000-540	Uwchlan Ambulance	13,344.00	27,038.00	(13,694.00)	49.4%
01-412-000-544	Minquas Ambulance	-	-	-	#DIV/0!
		13,344.00	27,038.00	(13,694.00)	49.4%
<b>CODES ADMINISTRATION</b>					
01-413-000-100	Code Administrator Wages	136,370.38	242,130.00	(105,759.62)	56.3%
01-413-000-150	Payroll Tax Expenses	10,903.18	18,523.00	(7,619.82)	58.9%
01-413-000-151	PSATS Unemployment Compensation	1,605.00	1,605.00	-	100.0%
01-413-000-156	Employee Benefit Expense	29,605.68	49,529.00	(19,923.32)	59.8%
01-413-000-160	Pension	8,435.87	16,687.00	(8,251.13)	50.6%
01-413-000-165	Employer 457 Match	-	6,000.00	(6,000.00)	0.0%
01-413-000-181	Longevity Pay	2,550.00	5,100.00	(2,550.00)	50.0%
01-413-000-183	Overtime	-	2,000.00	(2,000.00)	0.0%
01-413-000-200	Supplies	2,125.69	2,000.00	125.69	106.3%
01-413-000-230	Gasoline & Oil	2,440.44	3,400.00	(959.56)	71.8%
01-413-000-235	Vehicle Maintenance	2,000.76	1,500.00	500.76	133.4%
01-413-000-316	Training/Seminar	297.00	3,000.00	(2,703.00)	9.9%
01-413-000-317	Parking/Travel	368.42	250.00	118.42	147.4%
01-413-000-320	Telephone	485.78	2,000.00	(1,514.22)	24.3%
01-413-000-322	Ipad Expense	328.79	600.00	(271.21)	54.8%
01-413-000-352	Insurance - Liability	140.76	282.00	(141.24)	49.9%
01-413-000-353	Insurance - Vehicle	199.12	398.00	(198.88)	50.0%
01-413-000-354	Insurance - Workers Compensation	886.30	720.00	166.30	123.1%
01-413-000-420	Dues/Subscriptions/Memberships	337.00	3,000.00	(2,663.00)	11.2%
01-413-000-450	Contracted Services	746.54	10,000.00	(9,253.46)	7.5%
01-413-000-460	Meetings & Conferences	-	1,000.00	(1,000.00)	0.0%
		199,826.71	369,724.00	(169,897.29)	54.0%
<b>PLANNING &amp; ZONING</b>					
01-414-001-116	Compensation	-	-	-	#DIV/0!
01-414-001-200	Supplies	590.07	500.00	90.07	118.0%
01-414-001-301	Court Reporter	634.50	1,500.00	(865.50)	42.3%
01-414-001-315	Legal Fees	11,698.25	3,000.00	8,698.25	389.9%
01-414-001-365	Comp Plan Update	-	50,000.00	(50,000.00)	0.0%
01-414-001-366	Ordinance Update	7,387.00	20,000.00	(12,613.00)	36.9%
01-414-001-367	General Planning	-	3,000.00	(3,000.00)	0.0%
01-414-001-368	Advertising	-	500.00	(500.00)	0.0%
01-414-001-451	ACT 209	-	-	-	#DIV/0!
		20,309.82	78,500.00	(58,190.18)	25.9%



Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended July 31, 2022

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>VILLAGE CONCEPT</b>					
01-414-002-367	General Planning	-	1,000.00	(1,000.00)	0.0%
		-	1,000.00	(1,000.00)	0.0%
<b>ZONING</b>					
01-414-003-100	Compensation	-	800.00	(800.00)	0.0%
01-414-003-301	Court Reporter	5,906.50	2,000.00	3,906.50	295.3%
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%
		5,906.50	9,800.00	(3,893.50)	60.3%
<b>EMERGENCY OPERATIONS</b>					
01-415-000-200	Supplies	2,603.44	2,000.00	603.44	130.2%
01-415-000-260	Small Tools & Equipment	-	1,000.00	(1,000.00)	0.0%
01-415-000-316	Training/Seminar	420.36	1,200.00	(779.64)	35.0%
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%
		3,023.80	7,850.00	(4,826.20)	38.5%
<b>ANIMAL CONTROL/OTHER</b>					
01-422-000-530	Contributions - SPCA	2,399.27	4,776.00	(2,376.73)	50.2%
01-422-000-601	Contributions - DARC	24,189.00	25,341.00	(1,152.00)	95.5%
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%
		26,588.27	52,117.00	(25,528.73)	51.0%
<b>SIGNS</b>					
01-433-000-200	Supplies	8,676.65	5,000.00	3,676.65	173.5%
01-433-000-450	Contracted Services	-	1,000.00	(1,000.00)	0.0%
		8,676.65	6,000.00	2,676.65	144.6%
<b>SIGNALS</b>					
01-434-000-450	Contracted Services	3,004.26	35,200.00	(32,195.74)	8.5%
		3,004.26	35,200.00	(32,195.74)	8.5%
<b>PUBLIC WORKS</b>					
01-438-000-100	Public Works Wages	232,063.86	451,945.00	(219,881.14)	51.3%
01-438-000-101	Employee Cost Allocated	-	(82,665.00)	82,665.00	0.0%
01-438-000-150	Payroll Tax Expense	20,240.00	34,574.00	(14,334.00)	58.5%
01-438-000-151	PSATS Unemployment Compensation	3,745.00	3,745.00	-	100.0%
01-438-000-156	Employee Benefit Expense	98,289.26	187,111.00	(88,821.74)	52.5%
01-438-000-160	Pension	15,248.72	30,829.00	(15,580.28)	49.5%
01-438-000-165	Employer 457 Match	-	14,000.00	(14,000.00)	0.0%
01-438-000-181	Longevity	6,300.00	8,850.00	(2,550.00)	71.2%
01-438-000-183	Overtime Wages	10,746.94	26,000.00	(15,253.06)	41.3%
01-438-000-200	Supplies	27,713.32	49,000.00	(21,286.68)	56.6%
01-438-000-205	Meals & Meal Allowances	-	600.00	(600.00)	0.0%
01-438-000-230	Gasoline & Oil	16,320.93	42,000.00	(25,679.07)	38.9%
01-438-000-235	Vehicle Maintenance	12,899.50	18,000.00	(5,100.50)	71.7%
01-438-000-238	Uniforms	2,065.59	3,050.00	(984.41)	67.7%
01-438-000-245	Highway Supplies	5,938.43	9,600.00	(3,661.57)	61.9%

Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended July 31, 2022

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
01-438-000-260	Small Tools & Equipment	7,147.61	9,750.00	(2,602.39)	73.3%
01-438-000-316	Training/Seminar	1,474.00	5,225.00	(3,751.00)	28.2%
01-438-000-317	Parking & travel	8.40	800.00	(791.60)	1.1%
01-438-000-320	Telephone	1,407.04	3,000.00	(1,592.96)	46.9%
01-438-000-322	Ipad Expense	503.84	1,200.00	(696.16)	42.0%
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	742.80	1,486.00	(743.20)	50.0%
01-438-000-353	Vehicle Insurance	796.48	1,593.00	(796.52)	50.0%
01-438-000-354	Insurance - Workers Compensation	4,726.96	13,680.00	(8,953.04)	34.6%
01-438-000-420	Dues and Subscriptions	215.00	400.00	(185.00)	53.8%
01-438-000-450	Contracted Services	11,592.95	56,500.00	(44,907.05)	20.5%
01-438-000-463	Miscellaneous	-	-	-	#DIV/0!
01-438-000-720	Road Resurfacing	-	274,333.00	(274,333.00)	0.0%
		480,186.63	1,169,606.00	(689,419.37)	41.1%
<b><u>Public Works - Facilities Division</u></b>					
01-438-001-100	Wages	129,044.94	241,115.00	(112,070.06)	53.5%
01-438-001-101	Employee Costs Allocated	(67,198.62)	(225,983.00)	158,784.38	29.7%
01-438-001-150	Payroll Tax Expense	10,857.59	18,445.00	(7,587.41)	58.9%
01-438-001-151	PSATS Unemployment Compensation	2,906.26	3,745.00	(838.74)	77.6%
01-438-001-156	Employee Benefit Expense	25,334.57	42,307.00	(16,972.43)	59.9%
01-438-001-160	Pension Expense	5,570.66	10,482.00	(4,911.34)	53.1%
01-438-001-165	Employer 457 Match	-	6,000.00	(6,000.00)	0.0%
01-438-001-174	Tuition Reimbursement	-	-	-	#DIV/0!
01-438-001-181	Longevity	2,250.00	3,300.00	(1,050.00)	68.2%
01-438-001-183	Overtime Wages	6,400.74	8,000.00	(1,599.26)	80.0%
01-438-001-200	Supplies	-	-	-	#DIV/0!
01-438-001-230	Gasoline & Oil	14,566.19	12,000.00	2,566.19	121.4%
01-438-001-235	Vehicle Maintenance	-	6,500.00	(6,500.00)	0.0%
01-438-001-238	Uniforms	-	1,200.00	(1,200.00)	0.0%
01-438-001-316	Training & Seminars	280.46	1,600.00	(1,319.54)	17.5%
01-438-001-352	Insurance - Liability	742.80	1,486.00	(743.20)	50.0%
01-438-001-353	Insurance - Vehicles	796.48	1,593.00	(796.52)	50.0%
01-438-001-354	Insurance - Workers Compensation	2,363.48	9,360.00	(6,996.52)	25.3%
01-438-001-450	Contracted Services	88.00	-	88.00	#DIV/0!
		134,003.55	141,150.00	(7,146.45)	94.9%
<b>PARK &amp; RECREATION</b>					
<b><u>Parks - General</u></b>					
01-454-000-150	Scholarships for Youth Groups	-	6,000.00	(6,000.00)	0.0%
01-454-001-101	Park wages allocation	67,198.62	225,983.00	(158,784.38)	29.7%
01-454-001-200	Supplies	11,001.12	15,000.00	(3,998.88)	73.3%
01-454-001-201	Park & Rec Special Events	745.81	6,000.00	(5,254.19)	12.4%
01-454-001-202	Community Day	31,503.39	28,000.00	3,503.39	112.5%
01-454-001-230	Gasoline & Oil	-	-	-	#DIV/0!
01-454-001-235	Vehicle Maintenance	1,188.97	6,000.00	(4,811.03)	19.8%
01-454-001-250	Maintenance & Repairs	-	500.00	(500.00)	0.0%
01-454-001-260	Small Tools & Equipment	-	3,330.00	(3,330.00)	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	1,477.18	4,320.00	(2,842.82)	34.2%
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	251.00	500.00	(249.00)	50.2%
		113,366.09	296,933.00	(183,566.91)	38.2%

Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended July 31, 2022

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>HICKORY PARK</b>					
01-454-002-200	Supplies-Hickory	2,867.04	3,000.00	(132.96)	95.6%
01-454-002-231	Propane	-	2,000.00	(2,000.00)	0.0%
01-454-002-250	Maintenance & Repairs	2,298.10	8,000.00	(5,701.90)	28.7%
01-454-002-351	Insurance-Property	2,590.92	5,182.00	(2,591.08)	50.0%
01-454-002-360	Utilities	2,416.07	5,000.00	(2,583.93)	48.3%
01-454-002-450	Contracted Services	32,609.08	20,000.00	12,609.08	163.0%
		42,781.21	43,182.00	(400.79)	99.1%
<b>FELLOWSHIP FIELDS</b>					
01-454-003-200	Supplies	234.60	3,000.00	(2,765.40)	7.8%
01-454-003-250	Maintenance & Repairs	4,175.00	18,000.00	(13,825.00)	23.2%
01-454-003-312	Engineering Fees	-	-	-	#DIV/0!
01-454-003-320	Telephone	914.93	2,500.00	(1,585.07)	36.6%
01-454-003-351	Insurance Property	2,590.92	5,182.00	(2,591.08)	50.0%
01-454-003-360	Utilities	5,371.08	12,000.00	(6,628.92)	44.8%
01-454-003-450	Contracted Services	4,957.00	16,000.00	(11,043.00)	31.0%
		18,243.53	56,682.00	(38,438.47)	32.2%
<b>LARKINS FIELD</b>					
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	546.00	3,000.00	(2,454.00)	18.2%
		546.00	5,000.00	(4,454.00)	10.9%
<b>UPLAND FARMS</b>					
01-454-005-200	Supplies	12,560.32	5,000.00	7,560.32	251.2%
01-454-005-231	Propane & Heating Oil	989.15	6,000.00	(5,010.85)	16.5%
01-454-005-250	Repairs & Maintenance	9,385.23	50,000.00	(40,614.77)	18.8%
01-454-005-351	Insurance - Building	2,590.92	5,182.00	(2,591.08)	50.0%
01-454-005-360	Utilities	11,633.78	14,000.00	(2,366.22)	83.1%
01-454-005-450	Contracted Services	12,101.89	10,000.00	2,101.89	121.0%
01-454-005-513	Engineering Fees	-	-	-	#DIV/0!
		49,261.29	90,182.00	(40,920.71)	54.6%
	<b>Total Parks and Recreation</b>	<b>224,198.12</b>	<b>491,979.00</b>	<b>(267,780.88)</b>	<b>45.6%</b>

Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended July 31, 2022

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
	<b>LIBRARY and EAC</b>				
01-455-000-450	EAC Contracted Services	1,711.66	10,000.00	(8,288.34)	17.1%
01-456-000-530	Library Contributions	-	5,000.00	(5,000.00)	0.0%
		1,711.66	15,000.00	(13,288.34)	11.4%
	<b>HISTORICAL COMMISSIONS</b>				
01-459-000-200	Supplies	1,221.00	2,500.00	(1,279.00)	48.8%
01-459-000-320	Telephone	-	1,000.00	(1,000.00)	0.0%
01-459-000-450	Contracted Services	-	1,500.00	(1,500.00)	0.0%
		1,221.00	5,000.00	(3,779.00)	24.4%
	<b>Total Expenditures Before Operating Transfers</b>	<b>3,682,538.40</b>	<b>7,926,876.00</b>	<b>(4,244,337.60)</b>	<b>46.5%</b>
	<b>Excess of Revenues over Expenses Before Operating Transfers</b>	<b>1,601,736.70</b>	<b>93,673.00</b>	<b>1,508,063.70</b>	<b>1709.9%</b>
	<b>OPERATING TRANSFERS</b>				
	Transfer from Turf Field Cash account	-	-	-	#DIV/0!
01-492-000-030	Transfer to Capital Projects Fund	750,000.00	1,500,000.00	(750,000.00)	50.0%
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)	0.0%
		750,000.00	1,745,000.00	(995,000.00)	43.0%
	<b>Total Expenditures after Operating Transfers</b>	<b>4,432,538.40</b>	<b>9,671,876.00</b>	<b>(5,239,337.60)</b>	<b>45.8%</b>
<b>EXCESS OF REVENUES OVER EXPENSES</b>		<b>\$ 851,736.70</b>	<b>\$ (1,651,327.00)</b>	<b>\$ 2,503,063.70</b>	<b>-51.6%</b>

**Upper Uwchlan Township**  
**Liquid Fuels Fund**  
**Balance Sheet**  
**As of July 31, 2022**

**ASSETS**

Cash			
04-100-000-000	Cash - Fulton Bank	\$	1,184,003.83
	Total Cash		1,184,003.83

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		-

<b>Total Assets</b>	<b>\$</b>	<b>1,184,003.83</b>
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**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		-
04-252-000-000	Deferred Revenues		-
	Total Other Current Liabilities		-

<b>Total Liabilities</b>	<b>-</b>
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Equity

04-272-000-001	Opening Balance Equity	192,790.66
04-272-000-002	Retained Earnings	657,582.27
04-272-000-003	Transfer from Other Funds	-
	Unrestricted Net Assets	-
	Current Period Net Income (Loss)	333,630.90
	Total Equity	1,184,003.83

<b>Total Fund Balance</b>	<b>\$</b>	<b>1,184,003.83</b>
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<b>Total Liabilities &amp; Fund Balance</b>	<b>\$</b>	<b>1,184,003.83</b>
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Upper Uwchlan Township  
Liquid Fuels Fund  
Statement of Revenues and Expenditures  
For the Period Ending July 31, 2022

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
04-341-000-000	Interest Earnings	\$ 59.95	\$ 7,000.00	(6,940.05)	1%
04-355-000-002	Motor Fuel Vehicle Taxes	387,093.43	362,257.00	24,836.43	107%
04-389-000-001	Winter Snow Agreement	679.18	600.00	79.18	113%
04-389-000-002	Turnback Maintenance	14,520.00	14,520.00	-	100%
	<b>Total Revenues</b>	<b>\$ 402,352.56</b>	<b>\$ 384,377.00</b>	<b>\$ 17,975.56</b>	<b>321%</b>
<b>EXPENDITURES</b>					
<b>Equipment</b>					
04-400-000-074	Equipment Purchases	11,260.00	-	11,260.00	#DIV/0!
	<b>Total Equipment</b>	<b>11,260.00</b>	<b>-</b>	<b>11,260.00</b>	<b>#DIV/0!</b>
<b>Snow</b>					
04-432-000-239	Snow & Ice Supplies	46,803.54	75,000.00	(28,196.46)	62%
04-432-000-250	Vehicle Maintenance & Repair	-	4,000.00	(4,000.00)	0%
04-432-000-450	Snow & Ice Contracted Services	10,743.75	24,000.00	(13,256.25)	45%
	<b>Total Snow</b>	<b>57,547.29</b>	<b>103,000.00</b>	<b>(45,452.71)</b>	<b>107%</b>
<b>Road Projects</b>					
04-438-000-239	Road Project Supplies	(85.63)	31,800.00	(31,885.63)	0%
04-438-000-450	Road Project Contracted Services	-	-	-	#DIV/0!
	<b>Total Road Projects</b>	<b>(85.63)</b>	<b>31,800.00</b>	<b>(31,885.63)</b>	<b>#DIV/0!</b>
<b>Highway Construction</b>					
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%
	<b>Total Highway Construction</b>	<b>-</b>	<b>281,000.00</b>	<b>(281,000.00)</b>	<b>-</b>
	<b>Total Expenditures</b>	<b>\$ 68,721.66</b>	<b>\$ 415,800.00</b>	<b>\$ (347,078.34)</b>	<b>17%</b>
	<b>Excess of Revenues over Expenditures</b>	<b>\$ 333,630.90</b>	<b>\$ (31,423.00)</b>	<b>\$ 365,053.90</b>	<b>-1062%</b>

**Upper Uwchlan Township**  
**Solid Waste Fund**  
**Balance Sheet**  
**As of July 31, 2022**

**ASSETS**

Cash

05-100-000-010	Meridian Bank	\$ 255,681.42
05-100-000-030	Cash - Fulton Bank	787,908.56
	Total Cash	<u>1,043,589.98</u>

Accounts Receivable

05-130-000-045	WIPP Receivable from MA	26,947.14
05-145-000-010	Solid Waste Receivable	142,444.46
05-145-000-095	Misc. Receivable	-
		<u>169,391.60</u>

Other Current Assets

05-130-000-010	Due from General Fund	1,549.39
05-130-000-020	Due from Capital Fund	-
05-130-000-050	Due from Municipal Authority	2,313.00
05-155-000-010	Prepaid Attorney Fees	-
	Other Assets	-
	Total Other Current Assets	<u>3,862.39</u>

<b>Total Assets</b>	<b>\$</b>	<b>1,216,843.97</b>
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**LIABILITIES AND FUND BALANCE**

Accounts Payable

05-200-000-020	Accounts Payable	-
05-258-000-000	Accrued Expenses	53,900.00
	Total Accounts Payable	<u>53,900.00</u>

Other Current Liabilities

05-239-000-010	Due To General Fund	8,499.63
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	-
05-252-000-010	Deferred Revenues	126,775.03
	Total Other Current Liabilities	<u>135,274.66</u>

<b>Total Liabilities</b>		<b>189,174.66</b>
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Equity

05-272-000-001	Opening Balance Equity	984,603.98
05-272-000-004	Unrestricted Net Assets	(361,101.22)
	Current Period Net Income (Loss)	404,166.55
	Total Equity	<u>1,027,669.31</u>

<b>Total Fund Balance</b>	<b>\$</b>	<b>1,027,669.31</b>
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<b>Total Liabilities &amp; Fund Balance</b>	<b>\$</b>	<b>1,216,843.97</b>
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Upper Uwchlan Township  
Solid Waste Fund  
Statement of Revenues and Expenditures  
For the Period Ending July 31, 2022

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
05-341-000-000	Interest Earnings	\$ 715.32	\$ 2,000.00	(1,284.68)	36%
05-364-000-010	Solid Waste Income	923,281.75	1,121,066.00	(197,784.25)	82%
05-364-000-015	Resident Refunds	-	-	-	#DIV/0!
05-364-000-020	Recycling Income	4,169.04	-	4,169.04	#DIV/0!
05-364-000-025	Hazardous Waste Event	1,434.39	2,000.00	(565.61)	72%
05-364-000-030	Leaf Bags Sold	77.50	500.00	(422.50)	16%
05-364-000-035	Scrap Metal Sold	229.40	500.00	(270.60)	46%
	Equipment Purchase Grant (Pa.)	-	-	-	#DIV/0!
05-364-000-040	Performance Grant	-	25,000.00	(25,000.00)	0%
05-380-000-000	Misc Income	-	-	-	#DIV/0!
	<b>Total Revenues</b>	<b>\$ 929,907.40</b>	<b>\$ 1,151,066.00</b>	<b>\$ (221,158.60)</b>	<b>#DIV/0!</b>
<b>EXPENDITURES</b>					
<b>Operations</b>					
05-427-000-101	Employee Cost Allocation	-	21,835.00	(21,835.00)	0%
05-427-000-150	Bank Fees	55.00	200.00	(145.00)	28%
05-427-000-200	Supplies	-	2,000.00	(2,000.00)	0%
05-427-000-210	Utility Billing Expenses	2,810.65	2,800.00	10.65	100%
05-427-000-220	Postage	2,039.86	2,300.00	(260.14)	89%
05-427-000-230	Toters	17,225.00	18,844.00	(1,619.00)	91%
05-427-000-314	Legal Fees	627.25	9,000.00	(8,372.75)	7%
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	264,678.20	444,336.00	(179,657.80)	60%
05-427-000-460	Contracted Services - Recycling	111,325.35	183,438.00	(72,112.65)	61%
05-427-000-700	Tipping Fees	126,876.19	275,000.00	(148,123.81)	46%
05-427-000-725	Tipping Fees - Recycling	103.35	39,000.00	(38,896.65)	0%
05-427-000-800	Recycling Disposal	-	9,000.00	(9,000.00)	0%
05-427-000-805	Electronic Waste Event	-	6,000.00	(6,000.00)	0%
	<b>Total Operations</b>	<b>525,740.85</b>	<b>1,014,378.00</b>	<b>(488,637.15)</b>	<b>52%</b>
<b>Operating Transfers</b>					
05-492-000-030	Transfer to Capital Fund	-	100,000.00	(100,000.00)	0%
	Transfer to General Fund	-	-	-	#DIV/0!
	<b>Total Operating Transfers</b>	<b>-</b>	<b>100,000.00</b>	<b>(100,000.00)</b>	<b>#DIV/0!</b>
	<b>Total Expenditures</b>	<b>\$ 525,740.85</b>	<b>\$ 1,114,378.00</b>	<b>\$ (588,637.15)</b>	<b>47%</b>
	<b>Excess of Revenues over Expenditures</b>	<b>\$ 404,166.55</b>	<b>\$ 36,688.00</b>	<b>\$ 367,478.55</b>	<b>1102%</b>



**Upper Uwchlan Township**  
**Water Resource Protection Fund**  
**Balance Sheet**  
**As of July 31, 2022**

**ASSETS**

Cash		
08-100-000-100	Cash - Fulton Bank	207,619.98
	Total Cash	<u>207,619.98</u>

Other Current Assets

08-130-000-010	Due from General Fund	2,201.44
08-130-000-020	Due from Municipal Authority	-
08-145-000-095	Misc. Receivable	-
	Total Other Current Assets	<u>2,201.44</u>

<b>Total Assets</b>	<b>\$</b>	<b>209,821.42</b>
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**LIABILITIES AND FUND BALANCE**

Accounts Payable

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

Other Current Liabilities

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

<b>Total Liabilities</b>	<b>\$</b>	<b>-</b>
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Equity

08-272-000-100	Unrestricted Net Assets	227,962.74
08-272-000-200	Restricted Net Assets	-
	Current Period Net Income (Loss)	(18,141.32)
	Total Equity	<u>209,821.42</u>

<b>Total Fund Balance</b>	<b>\$</b>	<b>209,821.42</b>
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<b>Total Liabilities &amp; Fund Balance</b>	<b>\$</b>	<b>209,821.42</b>
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Upper Uwchlan Township  
Water Resource Protection Fund  
Statement of Revenues and Expenditures  
For the Period Ending July 31, 2022

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
08-341-000-010	Interest Earnings	\$ 12.52	\$ 600.00	(587.48)	2%
08-351-000-010	Federal Grants	-	-	-	#DIV/0!
08-354-000-010	County Grants	-	-	-	#DIV/0!
08-354-000-020	State Grants	9,701.44	235,482.00	(225,780.56)	4%
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)	0%
08-392-000-020	Transfer from Municipal Authority	-	-	-	#DIV/0!
08-395-000-000	Refund of Prior Year Expenditures	-	-	-	#DIV/0!
	Miscellaneous Revenue	-	-	-	#DIV/0!
<b>Total Revenues</b>		<b>\$ 9,713.96</b>	<b>\$ 481,082.00</b>	<b>\$ (471,368.04)</b>	<b>2%</b>
<b>EXPENDITURES</b>					
<b>Operations</b>					
08-404-000-310	Wage Allocation	-	60,748.00	(60,748.00)	0%
08-404-000-311	Legal Fees	701.00	-	701.00	#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	18,769.50	-	18,769.50	#DIV/0!
08-420-000-260	Small Tools & Equipment	1,375.00	600.00	775.00	229%
08-446-000-101	Allocated Wages	-	-	-	#DIV/0!
08-446-000-200	Supplies	2,053.96	27,112.00	(25,058.04)	8%
08-446-000-230	Gasoline & Oil	-	2,400.00	(2,400.00)	0%
08-446-000-235	Vehicle maintenance	-	4,250.00	(4,250.00)	0%
08-446-000-250	Maintenance & Repair	-	11,700.00	(11,700.00)	0%
08-446-000-316	Training & Seminars	-	2,000.00	(2,000.00)	0%
08-446-000-450	Contracted Services	4,955.82	30,000.00	(25,044.18)	17%
08-446-000-600	Construction	-	-	-	#DIV/0!
08-446-004-600	Construction - Upland Farms	-	-	-	#DIV/0!
08-446-005-600	Construction - Marsh Creek	-	235,482.00	(235,482.00)	0%
08-446-001-250	Maintenance & Repair - MA	-	-	-	#DIV/0!
08-446-001-600	Construction - MA	-	-	-	#DIV/0!
<b>Total Operations</b>		<b>27,855.28</b>	<b>514,314.00</b>	<b>(486,458.72)</b>	<b>5%</b>
<b>Operating Transfers</b>					
Transfer to General Fund		-	-	-	#DIV/0!
<b>Total Operating Transfers</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>
<b>Total Expenditures</b>		<b>\$ 27,855.28</b>	<b>\$ 514,314.00</b>	<b>\$ (486,458.72)</b>	<b>5%</b>
<b>Excess of Revenues over Expenditures</b>		<b>\$ (18,141.32)</b>	<b>\$ (33,232.00)</b>	<b>\$ 15,090.68</b>	<b>55%</b>

**Upper Uwchlan Township**  
**Act 209 Fund**  
**Balance Sheet**  
**As of July 31, 2022**

**ASSETS**

Cash		
09-100-000-010	Cash - Fulton Bank	\$ 1,045,572.64
	Total Cash	<u>1,045,572.64</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>
<b>Total Assets</b>		<b>\$ 1,045,572.64</b>

**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>
<b>Total Liabilities</b>		<b>\$ -</b>
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	495,060.15
09-272-000-004	Temporarily Restricted Net Assets	-
09-272-000-005	Unrestricted Net Assets	250,730.12
	Current Period Net Income (Loss)	182.18
	Total Equity	<u>1,045,572.64</u>
<b>Total Fund Balance</b>		<b>\$ 1,045,572.64</b>
<b>Total Liabilities &amp; Fund Balance</b>		<b>\$ 1,045,572.64</b>

Upper Uwchlan Township  
Act 209 Fund  
Statement of Revenues and Expenditures  
For the Period Ended July 31, 2022

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
09-341-000-000	Interest Income	\$ 182.18	\$ 1,000.00	\$ (817.82)	18.2%
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!
<b>Total Revenue</b>		<b>182.18</b>	<b>1,000.00</b>	<b>(817.82)</b>	<b>#DIV/0!</b>
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!
<b>Total Expenditures</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>
<b>Excess of Revenues over Expenditures</b>		<b>\$ 182.18</b>	<b>\$ 1,000.00</b>	<b>\$ (817.82)</b>	<b>#DIV/0!</b>

## Upper Uwchlan Township

## Sewer Fund

## Balance Sheet

As of July 31, 2022

## ASSETS

## Cash

15-100-000-100	Cash - Fulton Bank	\$	105,942.40
15-100-000-200	Cash - Construction Fund (PSDLAF)		83.59
	Total Cash		<u>106,025.99</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
15-163-000-110	Construction in Progress		74,706.00
15-163-000-200	Capital Assets - Expansion		116,592.00
15-163-000-500	Accumulated Depreciation		(4,948,644.00)
15-157-000-100	Discount on Bonds - Series of 2019		16,587.35
15-157-000-110	OID Amortization - Series of 2019		273,387.31
			<u>26,840,290.14</u>

**Total Assets** **\$ 26,946,316.13**

## 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		-
15-258-000-045	Retainage Payable		-
15-258-000-100	Interest Payable on Bonds - 2014		-
15-258-000-105	Interest Payable on Bonds - 2019		34,332.30
15-258-000-110	Interest Payable on Bonds - Series A of 2019		20,333.34
	Total Accounts Payable		<u>54,665.64</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		86,933.00
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		(21,596.72)
			<u>10,078,239.18</u>

**Total Liabilities** **10,132,904.82**

## Equity

15-272-000-100	Unrestricted Net Assets		16,838,316.70
	Current Period Net Income (Loss)		(24,905.39)
	Total Equity		<u>16,813,411.31</u>

**Total Fund Balance** **\$ 16,813,411.31**

**Total Liabilities & Fund Balance** **\$ 26,946,316.13**

Upper Uwchlan Township  
Sewer Fund  
Statement of Revenues and Expenditures  
For the Period Ending July 31, 2022

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
15-341-000-000	Interest Earnings	\$ 19.54	\$ 1,000.00	(980.46)	2%
15-342-000-100	Operations Mgmt Agreement Fees - 2014 bonds	-	-	-	#DIV/0!
15-342-000-200	Operations Mgmt Agreement Fees - 2019 bonds	102,996.49	236,744.00	(133,747.51)	44%
15-342-000-300	Operations Mgmt Agreement Fees - Series A of 2019 (MA)	60,999.73	336,200.00	(275,200.27)	18%
<b>Total Revenues</b>		<b>\$ 164,015.76</b>	<b>\$ 573,944.00</b>	<b>\$ (409,928.24)</b>	<b>#DIV/0!</b>
<b>EXPENDITURES</b>					
<b>General</b>					
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
<b>Bond expenses</b>					
15-472-000-100	Bond Interest Expense - Series of 2014	-	-	-	#DIV/0!
15-472-000-105	Bond Interest Expense - Series of 2019	120,162.64	206,744.00	(86,581.36)	58%
15-472-000-110	Bond Interest Expense - Series A of 2019	71,166.40	126,200.00	(55,033.60)	56%
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%
<b>Total Debt Expenses</b>		<b>188,421.15</b>	<b>327,128.00</b>	<b>(141,614.96)</b>	<b>#DIV/0!</b>
<b>Other</b>					
15-493-000-083	Depreciation	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
<b>Total Expenditures before Transfers</b>		<b>\$ 188,921.15</b>	<b>\$ 328,928.00</b>	<b>\$ (142,914.96)</b>	<b>57%</b>
<b>Transfers</b>					
15-492-000-010	Transfer to Municipal Authority	-	-	-	#DIV/0!
<b>Total Transfers</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>
<b>Total Expenditures and Transfers</b>		<b>188,921.15</b>	<b>328,928.00</b>	<b>(142,914.96)</b>	<b>#DIV/0!</b>
<b>Excess of Revenues over Expenditures</b>		<b>\$ (24,905.39)</b>	<b>\$ 245,016.00</b>	<b>\$ (267,013.28)</b>	<b>-10%</b>

**Upper Uwchlan Township**  
**Capital Projects Fund**  
**Balance Sheet**  
**As of July 31, 2022**

**ASSETS**

Cash			
30-100-000-010	Cash - Fulton Bank	\$	740,615.61
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		0.55
	Total Cash		<u>745,725.87</u>

Accounts Receivable			
30-130-000-001	Due from General Fund		
30-130-000-002	Due From Municipal Authority		7,900.00
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>7,900.00</u>

Other Current Asset			
30-155-000-000	Prepaid Expenses		17,500.00
30-191-000-000	Other Assets		-
	Total Other Current Asset		<u>17,500.00</u>

**Total Assets** **\$** **771,125.87**

**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		31,750.00
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		(37,065.49)
	Total Accounts Payable		<u>5,261,787.81</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** **\$** **5,261,787.81**

Equity			
30-272-000-001	Opening Balance Equity		948,398.39
30-272-000-004	Unrestricted Net Assets		(5,527,307.64)
	Current Period Net Income (Loss)		88,247.31
	Total Equity		<u>(4,490,661.94)</u>

**Total Fund Balance** **\$** **(4,490,661.94)**

**Total Liabilities & Fund Balance** **\$** **771,125.87**

Upper Uwchlan Township  
Capital Projects Fund  
Statement of Revenues and Expenditures  
For the Period Ending July 31, 2022

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
30-341-000-000	Interest Earnings	\$ 26.21	\$ 10,000.00	(9,973.79)	0%
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	43,900.00	5,000.00	38,900.00	878%
30-392-000-001	Transfer from General Fund	750,000.00	1,500,000.00	(750,000.00)	50%
30-392-000-005	Transfer from Solid Waste Fund	-	100,000.00	(100,000.00)	0%
30-392-000-020	Transfer from Act 209 Fund	-	-	-	#DIV/0!
30-392-000-030	Transfer from the Municipal Authority	-	-	-	#DIV/0!
30-393-000-020	Proceeds from Long Term Debt	-	-	-	#DIV/0!
30-393-000-400	Other financing sources	-	-	-	#DIV/0!
		793,926.21	1,720,800.00	(926,873.79)	46%
	<b>Total Revenues</b>	<b>\$ 793,926.21</b>	<b>\$ 1,720,800.00</b>	<b>\$ (926,873.79)</b>	<b>46%</b>
<b>CAPITAL EXPENSES</b>					
<b>Township Properties</b>					
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	-	3,800.00	(3,800.00)	0%
30-409-002-610	Township Bldg Expansion 2018-2020	-	-	-	#DIV/0!
30-409-002-700	Capital Purchases - Twp Bldg	-	-	-	#DIV/0!
30-409-003-600	Capital Construction - PW Bldg	-	-	-	#DIV/0!
30-409-003-700	Capital Purchases - PW Bldg	18,614.96	-	18,614.96	#DIV/0!
30-409-004-600	Capital Construction - Milford Rd.	-	-	-	#DIV/0!
30-409-004-700	Capital Purchases - Milford Rd.	-	-	-	#DIV/0!
	<b>Total Township</b>	<b>18,614.96</b>	<b>3,800.00</b>	<b>14,814.96</b>	<b>490%</b>
<b>Police</b>					
30-410-000-700	Capital Purchases- Police	63,816.58	104,000.00	(40,183.42)	61%
	Future Purchase	-	10,000.00	(10,000.00)	0%
		63,816.58	114,000.00	(50,183.42)	56%
<b>Codes</b>					
30-413-000-700	Capital Purchases	30,517.00	35,000.00	(4,483.00)	87%
		30,517.00	35,000.00	(4,483.00)	87%
<b>Emergency Management</b>					
30-415-000-700	Capital Purchases	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
<b>Public Works</b>					
30-438-000-700	Capital Purchases-Vehicles	-	-	-	#DIV/0!
30-438-000-701	Capital Purchases - Equipment	195,448.43	202,700.00	(7,251.57)	96%
	<b>Total Public Works</b>	<b>195,448.43</b>	<b>202,700.00</b>	<b>(7,251.57)</b>	<b>#DIV/0!</b>
<b>Roads</b>					
30-502-434-700	Traffic Signals	8,750.00	-	8,750.00	#DIV/0!
	Little Conestoga Road Crosswalk	-	-	-	#DIV/0!
	Lyndell Road Bridge	-	43,850.00	(43,850.00)	0%
		8,750.00	43,850.00	(35,100.00)	20%



Upper Uwchlan Township  
Capital Projects Fund  
Statement of Revenues and Expenditures  
For the Period Ending July 31, 2022

<b>Parks</b>					
<b>All Parks</b>					
30-454-000-700	Capital Purchases - All Parks	719.90	50,250.00	(49,530.10)	1%
<b>Hickory Park</b>					
30-454-001-600	Capital Construction - Hickory		385,000.00	(385,000.00)	0%
30-454-001-700	Capital Purchases - Hickory		-	-	#DIV/0!
<b>Fellowship Fields</b>					
30-454-002-600	Capital Construction - Fellowship		29,800.00	(29,800.00)	0%
30-454-002-700	Capital Purchases - Fellowship	10,000.00	-	10,000.00	#DIV/0!
<b>Larkins Field</b>					
30-454-003-600	Capital Construction - Larkins		29,100.00	(29,100.00)	0%
30-454-003-700	Capital Purchases - Larkins		-	-	#DIV/0!
<b>Upland Farms</b>					
30-454-004-600	Capital Construction - Upland	271,709.61	-	271,709.61	#DIV/0!
30-454-004-610	Fund Raising - Upland	-	-	-	#DIV/0!
30-454-004-700	Capital Purchases - Upland		-	-	#DIV/0!
<b>Village of Eagle Pocket Park</b>					
30-506-000-100	Design	-	-	-	
30-506-000-600	Capital Construction	-	-	-	#DIV/0!
30-506-000-700	Capital Purchases	-	-	-	#DIV/0!
	Total Parks Capital	282,429.51	494,150.00	(211,720.49)	57%
<b>Trails</b>					
30-455-000-650	Grant-Trails/Bridge	-	-	-	#DIV/0!
30-455-000-651	Phase IV-Pk Rd Trail	1,155.00	-	1,155.00	#DIV/0!
30-455-000-652	Side Path Project	-	-	-	#DIV/0!
	Total Trails	1,155.00	-	1,155.00	#DIV/0!
<b>Debt Service</b>					
30-472-000-100	Interest Expense - Series of 2019	111,125.00	195,450.00	(84,325.00)	57%
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	-	-	-	#DIV/0!
30-500-472-003	Capital Lease - Interest	-	-	-	#DIV/0!
	Total Debt Service	104,947.42	183,095.00	(78,147.58)	57%
<b>Village Concept</b>					
30-506-000-100	Design - Village of Eagle	-	-	-	#DIV/0!
30-506-000-600	Construction - Village of Eagle	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
<b>Total Expenditures before Operating Transfers</b>		<b>\$ 705,678.90</b>	<b>\$ 1,076,595.00</b>	<b>\$ (370,916.10)</b>	<b>66%</b>
<b>Operating Transfers</b>					
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!
<b>Excess of Revenues over Expenditures and Operating Transfers</b>		<b>\$ 88,247.31</b>	<b>\$ 644,205.00</b>	<b>\$ (555,957.69)</b>	<b>13.70%</b>

Upper Uwchlan Township  
Developers Escrow Fund  
Balance Sheet  
As of July 31, 2022

**ASSETS**

Cash		
40-100-000-100	Cash - Fulton Bank	\$ 86,602.47
	Total Cash	86,602.47
Other Current Assets		
40-130-000-010	Due from General Fund	(5,782.82)
40-130-000-020	Due from Solid Waste Fund	-
40-130-000-030	Due from Municipal Authority	-
	Total Other Current Assets	(5,782.82)
	<b>Total Assets</b>	<b>\$ 80,819.65</b>

**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	2,132.82
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	-
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	-
40-248-000-013	Eagle Pointe	-
40-248-000-014	Grashof	777.50
40-248-000-015	McKee Fetters	1.00
40-248-000-017	Vantage Point Retirement	229.50
40-248-000-018	CarSense	-
40-248-000-019	Village at Byers	(12,602.39)
40-248-000-020	Milford Rd. Associates	-
40-248-000-021	Townes at Chester Springs	4,521.43
40-248-000-022	Eagle Village Parking	-
40-248-000-023	Fish Eye	16,747.56
40-248-000-024	Jankowski	-
40-248-000-025	Eagleview Lot 1C	570.61
40-248-000-026	Lot 1B Maintenance Area	4,699.98
40-248-000-027	122 Oscar Way	(940.03)
40-248-000-028	Commercial 5C	928.81
40-248-000-030	Profound Technologies	-
40-248-000-031	Windsor Baptist Church	4,680.67
40-248-000-032	Eagle Village Parking Expansion	-
40-248-000-033	Chester Springs Crossing	(10,747.65)
40-248-000-034	Starbucks @ Eaglepoint Village	-
40-248-000-035	The Preserve at Marsh Creek SD	45,816.43
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	2,918.93
40-248-000-039	164 Byers Rd QBD	3,324.56

Upper Uwchlan Township  
Developers Escrow Fund  
Balance Sheet  
As of July 31, 2022

40-248-000-040	Aurora Greenridge	-
40-248-000-041	Aurora Greenridge	-
40-248-000-042	DeWees 363 Byers Road	-
40-248-000-043	Black Horse Farm	(95.23)
40-248-000-044	Aecom Technology	1,000.24
40-248-000-045	11 Senn Drive Parking	804.97
40-248-000-046	Byers Station Parcel 5C Lot 2B	(5,865.13)
40-248-000-047	461 Font Road	5,000.11
40-248-001-032	Gunner Parking Exp Construction	-
40-248-001-035	The Preserve at Marsh Creek Sewer	(10,600.11)
40-248-001-038	Enclave at Chester Springs site	35,015.51

Total Other Current Liabilities	80,819.65
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40-258-000-000	Accrued Expenses	-
<b>Total Liabilities</b>		<b>\$ 80,819.65</b>

Equity

40-279-000-000	Opening Balance Equity	-
	Current Period Net Income (Loss)	-
	Total Equity	-
<b>Total Fund Balance</b>		<b>\$ -</b>
<b>Total Liabilities &amp; Fund Balance</b>		<b>\$ 80,819.65</b>

Upper Uwchlan Township  
Developers Escrow Fund  
Statement of Revenues and Expenditures  
For the Period Ended July 31, 2022

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
40-341-000-000	Interest Income	\$ 7.01	\$ -	\$ 7.01	-
40-341-000-010	Interest Income - allocated to Developers	(7.01)	-	(7.01)	-
40-392-000-100	Transfer from General Fund	-	-	-	-
	<b>Total Revenue</b>	-	-	-	-
40-400-000-461	Bank Fees	-	-	-	-
		-	-	-	-
		-	-	-	-
	<b>Total Expenditures</b>	-	-	-	-
	<b>Excess of Revenues over Expenditures</b>	\$ -	\$ -	\$ -	-



GILMORE & ASSOCIATES, INC.  
ENGINEERING & CONSULTING SERVICES

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**ENGINEER'S REPORT – UPPER UWCHLAN TOWNSHIP**

---

**Date:** August 5, 2022

**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:

**461 Font Road**- A two (2) lot subdivision has been submitted for this property. The parcel currently contains 2 separate homes, and the subdivision will simply place each of the dwellings on its own lot. The Planning Commission will review the project at their August 11<sup>th</sup> meeting.

**Byers Station (Parcel 5C – Lot 1)- [Villages]**- This project is substantially complete and as such, a request for project close out has been made. If the final remaining items are satisfactorily completed, this may be considered at the Board's August 15<sup>th</sup> meeting.

**Chester Springs Crossing** – This project is substantially complete and as such, a request for dedication has been made. If the final items are satisfactorily completed, dedication may be considered at the Board's August 15<sup>th</sup> meeting.

Construction continues at the following developments with no significant issues:

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



GILMORE & ASSOCIATES, INC.  
ENGINEERING & CONSULTING SERVICES

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## **DEVELOPMENT UPDATE – UPPER UWCHLAN TOWNSHIP**

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**Date:** August 5, 2022

**To:** Board of Supervisors

**From:** David Leh, P.E.

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**Bold items are additions since our last report.**

**11 Senn Drive (S&T Realty Holdings) - Parking Expansion** - The Applicant is proposing to construct an approximately 20,000 SF gravel parking area which will be used for the storage of vehicles as well as materials for a landscaping business. The Board granted Preliminary / Final Approval to the project at their March 21, 2022, meeting. The applicant has submitted revised plans in April for review prior to recording. There has been no further activity on this project.

**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 19<sup>th</sup> 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. Based on a May 10<sup>th</sup> e-mail from the applicant's attorney to Gwen Jonik, the applicant is considering various options and it may be some time before they move forward with an application.

**461 Font Road**- A two (2) lot subdivision has been submitted for this property. The parcel currently contains 2 separate homes, and the subdivision will simply place each of the dwellings on its own lot. The Planning Commission will review the project at their August 11<sup>th</sup> meeting.

**Byers Station (Parcel 5C – Lot 1)- [Villages at Chester Springs]** - Home construction is now complete. Final paving through the development has now been completed. **A request for project close out has been made and may be considered at the Boards August 15<sup>th</sup> meeting.**

**Byers Station (Parcel 5C – Lot 2A)- [Enclave at Chester Springs]** – This is the 55 Unit Townhouse development being constructed by Toll on Lot 2A of Byers Station.

Reference: Development Update

File No. 22-01080

August 5, 2022

Paving for the entire road network has been completed. Grading plans for all the proposed homes have been received.

**Byers Station (Parcel 5C – Lot 2B)- [Commercial]** – An Amended PRD Application has been submitted for the undeveloped commercial portion of the site. The plan proposes a 10,500 SF daycare facility, an 1,820 SF freestanding eating and drinking establishment, and 13,200 SF of additional retail space. The plan was reviewed at the Planning Commission's May 12<sup>th</sup> meeting however, no action was taken. The Applicant submitted revised plans which were reviewed by the Planning Commission at their July 14<sup>th</sup> meeting where a recommendation for approval was made. **The Applicant will be before the Board at their August 9<sup>th</sup> Workshop for an introduction to the plan.**

**Byers Station (Lot 6C)- Vantage Point** – The Applicant has received Final PRD Approval at the Board of Supervisors April 20<sup>th</sup>, 2020, meeting for a 36,171 SF, 3 story retirement facility. The applicant has now submitted final plans for review for recording. In addition, developers and financial security agreements are in the process of being prepared.

**Chester Springs Crossing (aka- Jankowski Tract)** - The Board granted Preliminary / Final Land Development Approval for this 55-home development at their October 15<sup>th</sup>, 2018, meeting. The project is substantially complete, with homes having been constructed. Toll Brothers is currently in the process of converting the stormwater management basins to their final configuration. Toll is working through the construction punch lists. Final paving through the development has now been completed. **A request for dedication has been made and may be considered at the Boards August 15<sup>th</sup> meeting.**

**Eagleview Lot 1C**– This project proposes a 113,000 SF Flex Office building. The Board granted Final Land Development Approval at their November 19<sup>th</sup>, 2018, meeting. Site and building construction had been paused due to loss of tenant but has now once again commenced.

**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. Revised plans have been received and reviewed by the consultants. The Planning Commission recommended approval of the application, with conditions, at their January 13<sup>th</sup>, 2022, meeting. **The 9<sup>th</sup> session of the Conditional Use Hearing is scheduled for August 9<sup>th</sup>.**

**Preserve at Marsh Creek (Fetters Property)** - The Board granted Final Land Development Approval at their October 16<sup>th</sup>, 2017, meeting. Site construction

Reference: Development Update

File No. 22-01080

August 5, 2022

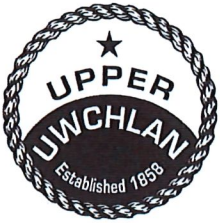
continues in all 3 phases. (i.e.- The remainder of the development) Initial construction has now commenced. We have received grading permit applications for 172 building units to date.

**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 16<sup>th</sup>, 2010. The Applicant has now submitted an updated plan for re-approval. The plans were reviewed by the Planning Commission at their March 11<sup>th</sup>, 2021, meeting; however, no action was taken. The Applicant is currently working with Pa-DOT to modify their driveway to better align with the proposed driveway for Vantage Point. (Lot 6C)

**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 13<sup>th</sup>, 2019, and July 11<sup>th</sup>, 2019, meetings and recommended Conditional Use Approval as well as Preliminary Land Development approval. The conditional use hearing has now been tentatively scheduled for May 16<sup>th</sup>, 2022. In addition, a lot line change plan has been submitted by Natural Lands Trust which proposes transferring the land upon which a section of the trail is proposed to be constructed from Shryock Brothers, Inc. to the State. The plan was reviewed at the Planning Commission's April 14<sup>th</sup> meeting where Final approval was recommended. **The Board recommended Final Approval at their July their July 18<sup>th</sup> meeting.** The application also required zoning relief for lot width and building setback, which has been obtained.

**Windsor Baptist Church** - The Board granted the Conditional Use at their September 16<sup>th</sup>, 2019, meeting and Final Land Development Approval at their December 21<sup>st</sup>, 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:** August 4, 2022

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Attached, please find the Building Department Activity Report for the month of July, 2022.

Attachments:  
Activity Report

/km

UPPER UWCHLAN TOWNSHIP  
Permit Analysis  
2019-2022

	2019				2020				2021				2022			
	# 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	30	\$17,025.46	30	\$17,025.46	51	\$98,596.00	51	\$98,596.00	94	\$ 87,742.42	94	\$ 87,742.42	83	\$88,198.96	83	\$ 88,198.96
Feb	67	\$19,320.64	97	\$36,346.10	44	\$43,487.50	95	\$142,083.50	67	\$ 38,565.98	161	\$126,308.40	39	\$25,249.00	122	\$113,447.96
Mar	57	\$ 36,767.22	154	\$ 73,113.32	53	\$ 54,586.50	148	\$196,670.00	86	\$ 44,724.50	247	\$171,032.90	77	\$52,822.55	199	\$166,270.51
Apr	66	\$ 52,342.10	220	\$125,455.42	28	\$ 4,846.10	176	\$201,516.10	88	\$ 79,069.01	335	\$250,101.91	84	\$63,858.84	283	\$230,129.35
May	50	\$ 40,216.60	270	\$165,672.02	49	\$ 59,079.84	225	\$260,595.94	75	\$ 44,389.44	410	\$294,491.35	65	\$44,000.00	348	\$274,129.35
Jun	70	\$ 43,304.22	340	\$208,976.24	86	\$ 55,369.16	311	\$315,965.10	89	\$ 77,793.00	499	\$372,284.35	96	\$28,606.00	444	\$302,735.35
Jul	58	\$ 37,320.76	398	\$246,297.00	69	\$ 39,866.44	380	\$355,831.54	99	\$131,055.84	598	\$503,340.19	68	\$37,917.72	512	\$340,653.07
Aug	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	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	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	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	\$ 14,788.00	637	\$418,699.86	59	\$ 27,730.94	793	\$792,529.56	62	\$ 68,824.63	946	\$723,755.31				



## **JULY 2022 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: 124**

- **Municipal Authority & PA 1-calls**
  - **56 Work orders completed**
- **Public Works**
  - **34 Work orders completed**
- **Parks**
  - **2 Work orders completed**
- **Solid Waste**
  - **28 Work orders completed**
- **Vehicles and Equipment (All Depts.)**
  - **4 Work orders completed**
- **Base repairs and inlet repairs on Ticonderoga Blvd.  
Approximately 150 tons of asphalt was used.**
- **Base repairs and inlet repairs on Highview Rd. & Waterview Rd.  
Approximately 58 tons of asphalt was used.**
- **Cleaned out a storm water pipe at 14 Highview Road.**
- **Cleaned up an oil spill in front of 119 Eagle Farms Road.**
- **Repair the delineators on Park Road.**

- Tree trimming for sight distance at intersections.
- Continue spraying weed control throughout the township.
- Continue road mowing.
- Continue to repair spray heads on spray fields.
- Sign replacements at various locations.
- Mulched and weeded all the islands at Hickory Park.
- Cleared inlets on multiple roadways throughout the Township.
- Toter swaps and deliveries were done as requested.
- Preventive maintenance, repairs, and Pa State Inspections.
- PA 1-Calls were responded to as they came in.

**Bids:**

- Road Milling and Paving bid executed.
- Line Painting Bid awarded to Alpha Space Control, Inc.

**Road Dedications:**

- None

**Workforce**

- Summer help is busy cutting grass at the parks and sewer plants.
- The Public Works crew completed various safety classes and policy review testing through the Power DMS system, LTAP, and DVIT.

Respectfully submitted,

**Kristin Roth  
Administrative Assistant Public Works  
Upper Uwchlan Township**



GILMORE & ASSOCIATES, INC.  
ENGINEERING & CONSULTING SERVICES

June 16, 2022

File No. 03-0434T3

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

Reference: Vantage Point (Byers Station – Parcel 6C)  
Escrow Recommendation- **REVISED**  
Upper Uwchlan Township, Chester County, PA

Dear Tony:

Attached please find a spreadsheet which outlines our recommendation for construction escrow. **This recommendation supersedes the recommendation issued by my office on June 13, 2022.** The escrow spreadsheet has now been updated to include the sanitary sewer elements of the project as well. Based on our review, we recommend a suitable form of construction security be established for this project in the amount of **\$1,289,313.80.**

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

Sincerely,

*David N. Leh*

David N. Leh, P.E.  
Vice President  
Gilmore & Associates, Inc.

Attachment- Escrow Spreadsheet

BUILDING ON A FOUNDATION OF EXCELLENCE

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

[www.gilmore-assoc.com](http://www.gilmore-assoc.com)

Mr. Tony Scheivert

Page - 2 -

Upper Uwchlan Township Manager

Reference: Vantage Point (Byers Station – Parcel 6C)

Escrow Recommendation- REVISED

Upper Uwchlan Township, Chester County, PA

File No. 03-0434T3

June 16, 2022

cc: Kristin S. Camp, Esq., BBMM, LLP (via email only)

Greg Stevens, Chester Springs Senior Living Partners, LLC (via email only)

Alyson Zarro, Esq. RRHC (Via e-mail only)

Joseph Russella, D.L. Howell & Associates, Inc. (via email only)

**ESCROW STATUS REPORT**

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

**PROJECT NAME:** Vantage Point Retirement Living - Fieldstone

**SUMMARY OF ESCROW ACCOUNT**

**PROJECT NUMBER:** 03-0434T3

TOTAL CONSTRUCTION (100%) = \$ 1,172,103.45

TOWNSHIP SECURITY = \$ 117,210.35

CONSTRUCTION INSPECTION \$ -

**PROJECT SPONSOR:**  
**MUNICIPALITY:** Upper Uwchlan Township

GRAND TOTAL ESCROWED = \$ 1,289,313.80

RELEASE NO.: 0

REQUEST DATE:

TOTAL ESCROW REMAINING: \$ 1,289,313.80  
CONSTRUCTION COMPLETION:

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
<b>A. CLEARING AND GRUBBING</b>											
CLEARING AND GRUBBING	LS	1	\$ 12,000.00	\$ 12,000.00		\$ -		\$ -	1	\$ 12,000.00	
<b>SUBTOTAL ITEM A</b>				<b>\$ 12,000.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 12,000.00</b>	
<b>B. EROSION &amp; SEDIMENTATION CONTROLS</b>											
18" Compost Filter Sock	LF	867	\$ 6.00	\$ 5,202.00		\$ -		\$ -	867	\$ 5,202.00	
18" Compost Filter Sock - Concrete Washout	LF	62	\$ 6.00	\$ 372.00		\$ -		\$ -	62	\$ 372.00	
24" Compost Filter Sock	LF	1,947	\$ 16.20	\$ 31,541.40		\$ -		\$ -	1,947	\$ 31,541.40	
Orange Safety Fence	LF	1,782	\$ 2.00	\$ 3,564.00		\$ -		\$ -	1,782	\$ 3,564.00	
Inlet Protection - Silt Sacks	EA	22	\$ 122.00	\$ 2,684.00		\$ -		\$ -	22	\$ 2,684.00	
Construction Entrance	EA	2	\$ 3,325.00	\$ 6,650.00		\$ -		\$ -	2	\$ 6,650.00	
Staging Area - E&S Plan	SF	2,407	\$ 2.00	\$ 4,814.00		\$ -		\$ -	2,407	\$ 4,814.00	
NAG S75 Matting w/ Permanent Seed	SY	3,964	\$ 2.50	\$ 9,910.00		\$ -		\$ -	3,964	\$ 9,910.00	
Temporary Seed Topsoil Stockpile	LS	1	\$ 2,750.00	\$ 2,750.00		\$ -		\$ -	1	\$ 2,750.00	
Remove Temporary E&S Measures	LS	1	\$ 14,000.00	\$ 14,000.00		\$ -		\$ -	1	\$ 14,000.00	
Compost Lined Rock Filter	EA	1	\$ 600.00	\$ 600.00		\$ -		\$ -	1	\$ 600.00	
<b>SUBTOTAL ITEM B</b>				<b>\$ 82,087.40</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 82,087.40</b>	
<b>C. STORM SEWER</b>											
Tie into Existing Inlet	EA	2	\$ 500.00	\$ 1,000.00		\$ -		\$ -	2	\$ 1,000.00	
Roof Drainage Piping	LF	826	\$ 41.00	\$ 33,866.00		\$ -		\$ -	826	\$ 33,866.00	
15 Inch RCP Pipe, Class 3	LF	110	\$ 58.00	\$ 6,356.80		\$ -		\$ -	110	\$ 6,356.80	
8 Inch HDPE Pipe	LF	403	\$ 45.00	\$ 18,135.00		\$ -		\$ -	403	\$ 18,135.00	
10 Inch HDPE Pipe	LF	424	\$ 40.00	\$ 16,960.00		\$ -		\$ -	424	\$ 16,960.00	
12 Inch HDPE Pipe	LF	33	\$ 52.00	\$ 1,716.00		\$ -		\$ -	33	\$ 1,716.00	
15 Inch HDPE Pipe	LF	332	\$ 48.00	\$ 15,936.00		\$ -		\$ -	332	\$ 15,936.00	
15 Inch Level Spreader	LF	15	\$ 200.00	\$ 3,000.00		\$ -		\$ -	15	\$ 3,000.00	
2 x 4 Type C Inlet	EA	13	\$ 2,200.00	\$ 28,600.00		\$ -		\$ -	13	\$ 28,600.00	
Outlet Structure	EA	3	\$ 4,200.00	\$ 12,600.00		\$ -		\$ -	3	\$ 12,600.00	
24 Inch Concrete Lawn Drain	EA	6	\$ 1,600.00	\$ 9,600.00		\$ -		\$ -	6	\$ 9,600.00	
Cast-In-Place Trench Drain	LF	40	\$ 425.00	\$ 17,000.00		\$ -		\$ -	40	\$ 17,000.00	
FES	EA	1	\$ 1,250.00	\$ 1,250.00		\$ -		\$ -	1	\$ 1,250.00	
Rirap	LS	1	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -	1	\$ 2,000.00	
48 Inch Dia. Manhole, Std.	EA	4	\$ 3,800.00	\$ 15,200.00		\$ -		\$ -	4	\$ 15,200.00	
Remove Existing Inlet and Replace with 48 Inch Dia. Manhole	LS	1	\$ 4,200.00	\$ 4,200.00		\$ -		\$ -	1	\$ 4,200.00	
Infiltration Bed #1	LS	1	\$ 102,225.00	\$ 102,225.00		\$ -		\$ -	1	\$ 102,225.00	
Infiltration Bed #2	LS	1	\$ 60,000.00	\$ 60,000.00		\$ -		\$ -	1	\$ 60,000.00	
Infiltration Bed #3	LS	1	\$ 80,000.00	\$ 80,000.00		\$ -		\$ -	1	\$ 80,000.00	
Convert Beds - Sealed to Operational	LS	1	\$ 1,800.00	\$ 1,800.00		\$ -		\$ -	1	\$ 1,800.00	
<b>SUBTOTAL ITEM C</b>				<b>\$ 431,444.80</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 431,444.80</b>	
<b>D. SANITARY SEWER</b>											
Testing Pipe & Manholes	LS	1	\$ 1,300.00	\$ 1,300.00		\$ -		\$ -	1	\$ 1,300.00	
6" SDR-35 Pipe (Grease Interceptor Pipe)	LF	94	\$ 60.00	\$ 5,640.00		\$ -		\$ -	94	\$ 5,640.00	
6" SDR-35 Pipe	LF	524	\$ 60.00	\$ 31,440.00		\$ -		\$ -	524	\$ 31,440.00	
8 Inch SDR-35 Pipe	LF	301	\$ 69.00	\$ 20,769.00		\$ -		\$ -	301	\$ 20,769.00	
48 inch Dia. Manhole Standard- On-site	EA	3	\$ 5,200.00	\$ 15,600.00		\$ -		\$ -	3	\$ 15,600.00	
48 inch Dia. Manhole Standard & Tie in PA-DOT ROW	EA	1	\$ 7,400.00	\$ 7,400.00		\$ -		\$ -	1	\$ 7,400.00	
Saw Cut Asphalt & Demo Asphalt- PA-DOT ROW	SY	45	\$ 18.00	\$ 810.00		\$ -		\$ -	45	\$ 810.00	
Temporary Asphalt Restoration - PA-DOT ROW	SY	45	\$ 42.00	\$ 1,890.00		\$ -		\$ -	45	\$ 1,890.00	
Asphalt paving Complete - Pa-DOT ROW	SY	45	\$ 72.00	\$ 3,240.00		\$ -		\$ -	45	\$ 3,240.00	

**ESCROW STATUS REPORT**

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

**PROJECT NAME:** Vantage Point Retirement Living - Fieldstone

**SUMMARY OF ESCROW ACCOUNT**

**PROJECT NUMBER:** 03-0434T3

**TOTAL CONSTRUCTION (100%) = \$** 1,172,103.45

**PROJECT SPONSOR:**

**TOWNSHIP SECURITY = \$** 117,210.35

**MUNICIPALITY:** Upper Uwchlan Township

**CONSTRUCTION INSPECTION \$** -

**GRAND TOTAL ESCROWED = \$** 1,289,313.80

**RELEASE NO.:** 0

**REQUEST DATE:**

**TOTAL ESCROW REMAINING: \$** 1,289,313.80

**CONSTRUCTION COMPLETION:**

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
Traffic Control - PA-DOT ROW	LS	1	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -	1	\$ 2,000.00	
1,000 Gallon Grease Trap	EA	1	\$ 9,200.00	\$ 9,200.00		\$ -		\$ -	1	\$ 9,200.00	
Sampling Vault	EA	1	\$ 4,400.00	\$ 4,400.00		\$ -		\$ -	1	\$ 4,400.00	
<b>SUBTOTAL ITEM D</b>				<b>\$ 103,689.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 103,689.00</b>	
<b>E. SIDEWALK / CURBING / SITE IMPROVEMENTS</b>											
Signage, Pipe and Riprap Removal	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -	1	\$ 1,000.00	
18 Inch Concrete Curb	LF	2,931	\$ 20.00	\$ 58,620.00		\$ -		\$ -	2,931	\$ 58,620.00	
Heavy Duty Asphalt Paving	SY	2,125	\$ 45.00	\$ 95,625.00		\$ -		\$ -	2,125	\$ 95,625.00	
Light Duty Asphalt Paving	SY	3,850	\$ 30.00	\$ 115,500.00		\$ -		\$ -	3,850	\$ 115,500.00	
Township Paving (Graphite Mine Road)	SY	558	\$ 30.00	\$ 16,740.00		\$ -		\$ -	558	\$ 16,740.00	
PennDOT Paving (Byers Road)	SY	194	\$ 30.00	\$ 5,820.00		\$ -		\$ -	194	\$ 5,820.00	
Clean & Tack Asphalt Base Course	SY	6,727	\$ 1.25	\$ 8,408.75		\$ -		\$ -	6,727	\$ 8,408.75	
<b>SUBTOTAL ITEM E</b>				<b>\$ 301,713.75</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 301,713.75</b>	
<b>F. LANDSCAPING &amp; LIGHTING</b>											
Site Lights & Foundations	EA	15	\$ 1,800.00	\$ 27,000.00		\$ -		\$ -	15	\$ 27,000.00	
Shade Tree	EA	159	\$ 225.00	\$ 35,775.00		\$ -		\$ -	159	\$ 35,775.00	
Evergreen Tree	EA	83	\$ 175.00	\$ 14,525.00		\$ -		\$ -	83	\$ 14,525.00	
Shrub	EA	822	\$ 80.00	\$ 65,760.00		\$ -		\$ -	822	\$ 65,760.00	
<b>SUBTOTAL ITEM F</b>				<b>\$ 143,060.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 143,060.00</b>	
<b>G. MISCELLANEOUS</b>											
Asphalt Walks	SY	154	\$ 43.00	\$ 6,622.00		\$ -		\$ -	154	\$ 6,622.00	
Line Painting	LS	1	\$ 6,000.00	\$ 6,000.00		\$ -		\$ -	1	\$ 6,000.00	
4" Concrete Sidewalk	SF	6,042	\$ 6.75	\$ 40,783.50		\$ -		\$ -	6,042	\$ 40,783.50	
4" Paved Concrete Patio	SF	2,906	\$ 4.50	\$ 13,077.00		\$ -		\$ -	2,906	\$ 13,077.00	
6" Concrete Loading Dock	SF	374	\$ 9.00	\$ 3,366.00		\$ -		\$ -	374	\$ 3,366.00	
8" Dumpster & Generator Pads	SF	380	\$ 12.00	\$ 4,560.00		\$ -		\$ -	380	\$ 4,560.00	
Segmented Retaining Wall	LS	1	\$ 21,500.00	\$ 21,500.00		\$ -		\$ -	1	\$ 21,500.00	
Signage	EA	11	\$ 200.00	\$ 2,200.00		\$ -		\$ -	11	\$ 2,200.00	
<b>SUBTOTAL ITEM G</b>				<b>\$ 98,108.50</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 98,108.50</b>	
<b>TOTAL IMPROVEMENTS - ITEMS A-G</b>				<b>\$ 1,172,103.45</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 1,172,103.45</b>	
<b>H. RETAINAGE [10%]</b>											
<b>I. CONTINGENCY (TOWNSHIP SECURITY) [10%]</b>				<b>\$ 117,210.35</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 117,210.35</b>	
<b>NET CONSTRUCTION RELEASE</b>				<b>\$ 1,289,313.80</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 1,289,313.80</b>	
<b>SURETY AMOUNT</b>				<b>\$ 1,289,313.80</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 1,289,313.80</b>	



ALYSON M. ZARRO  
alyson@rrhc.com  
extension 202



August 4, 2022

*via hand delivery*

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

**Re: Vantage Point Retirement Living/Upper Uwchlan  
Parcel 6C of the Byers Station Planned Residential Development**

Dear Gwen:

Enclosed in connection with the development of Parcel 6C as a Senior Living Facility, enclosed are the following plans and documents:

1. Eight (8) copies of the Final Plan for Parcel 6C-Byers Station Planned Residential Development prepared by D.L. Howell & Associates, Inc. dated September 21, 2018 and last revised July 8, 2022;
2. Three (3) originals of the Land Development Agreement;
3. Three (3) originals of the Financial Security Agreement; and
4. Three (3) originals of the Stormwater Best Management Practices and Conveyances Operation and Maintenance Agreement.

The original Bond will be provided under separate cover.

Per my conversation with Kristin Camp, to the extent that the Board of Supervisors would be formally approving the Agreements at a public meeting, we request that they be placed on the Board's August 15, 2022 Agenda for approval. We would like to record plans, the Stormwater Agreement and previously executed and approved Easements during the week of August 22, 2022.

As always, please feel free to contact me with questions. Thank you very much for your assistance with this matter.

Very truly yours,

ALYSON M. ZARRO

AMZ/mrm  
Enclosures

cc: Tony Scheivert, Township Manager (*w/enclosures via email*)  
Kristin Camp, Esquire, Township Solicitor (*w/enclosures via email*)  
Greg Stevens, President, Vantage Point (*w/enclosures via email*)

rrhc.com

## **LAND DEVELOPMENT AGREEMENT**

### **FIELDSTONE AT CHESTER SPRINGS**

#### **(f/k/a Parcel 6C of Byers Station Planned Residential Development)**

**THIS LAND DEVELOPMENT AGREEMENT** (together with all modifications and amendments, the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a second class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the "Township") and **CHESTER SPRINGS SENIOR LIVING PARTNERS, LLC**, a Pennsylvania limited liability company with offices at, 411 Eagleview Boulevard, Suite 114, Exton, Pennsylvania 19341 ("Developer").

#### **BACKGROUND:**

- A. Developer proposes to develop a 4.248 acre piece of property, known as Chester County Tax Parcel No. 32-4-493, situate at the northeast corner of the intersection of Graphite Mine Road and Byers Road, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed land development known as "Fieldstone at Chester Springs" ("Development").
- B. The Upper Uwchlan Township Board of Supervisors (the "Board") granted final planned residential development plan approval of the Development on April 20, 2020. Developer received final approval of the plans for the Development, 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.
- C. 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 4.248 acre tract located at the northeast corner of the intersection of Graphite Mine Road and Byers Road, Upper Uwchlan Township, Chester County,

Pennsylvania, and which is more fully and further shown and described on the Plans.

- (2) “Plans” shall mean the planned residential development plan entitled “Final Plan for Parcel 6C – Byers Station Planned Residential Development” prepared by DL Howell & Associates, dated September 21, 2018, last revised July 8, 2022, consisting of seventeen (17) 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 proposed land development of the Tract as a senior living facility known as Fieldstone at Chester Springs f/k/a Parcel 6C of Byers Station Planned Residential Development, together with new streets and roads to serve the same and such other 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, sanitary sewers, 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.
- (5) “Secured Improvements” shall mean all those Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates, as set forth on Exhibit “B”.
- (6) “Completion Date” shall mean the date specified in Section 2.D of this Agreement on or before which the Improvements shall be completed.
- (7) “Financial Security” shall mean the financial security provided under and in accordance with the provisions of Section 3 of this Agreement 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.

- (8) "Financial Institution" 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 Financial Institution must be a bonding company or Federal or Commonwealth chartered lending institution which is authorized to conduct business in the Commonwealth of Pennsylvania.
  - (9) "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.
  - (10) "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.
  - (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) "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 Improvements.**

- A. Developer, at its sole expense, shall layout, construct, install, and/or otherwise complete the Improvements in a good and workmanlike manner, in full and strict accordance with and pursuant to the following: (i) the Subdivision and Land Development Ordinance; (ii) the Plans; (iii) the provisions of this Agreement; (iv) all applicable requirements of electric,

telephone, and other utility companies having jurisdiction; and (v) all other applicable laws, statutes, ordinances, resolutions, rules, and regulations of the Township and of other applicable or appropriate governmental authorities and/or agencies having jurisdiction. In the event of any inconsistency or conflict between or among the provisions of any of the foregoing, those provisions contained in the Plans shall prevail and control.

B. No Improvements referred to herein, in connection with this Project shall be commenced until:

- (1) The Plans are recorded according to law;
- (2) This Agreement is duly signed and delivered;
- (3) Financial security as defined in Section 509 of the MPC and in this Agreement is delivered to the Township and Developer and the Financial Institution have executed the Financial Security Agreement; and
- (4) All fees (i) required by any Ordinance, Resolution or regulation of the Township and (ii) legal and engineering expenses, incurred by the Township for the completion of its approval of the Plans, preparation of the Agreements, Resolutions and other papers relating to the acceptance of this Agreement by the Township are paid.

C. Upon compliance with the requirements of subsection B, above, Developer may obtain permits for the buildings which together constitute the Project.

D. The Secured Improvements shall be completed on or before the date occurring two (2) 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 Secured Improvements during and after construction thereof, provided however, that in the case of 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) Improvements as provided under Section 5 below. For purposes of this subsection, "repair and maintenance of all Secured Improvements" shall mean, without limitation, keeping the Secured 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 the 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 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 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 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 Improvements subject of the default); and
  - (2) In order to pay for the 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 Financial Security for such costs, expenses and fees (notwithstanding that the amount of the 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 Secured Improvements.**

- A. Developer shall deposit with the Township or otherwise establish the Financial Security all in accordance with and pursuant to the terms and conditions of this Section 3 and the Financial Security Agreement. Unless and until the 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 the Subject Land Development, shall be issued by the Township.
- B. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Secured Improvements in accordance with and pursuant to the Financial Security Agreement. The Financial Security shall be of such type as more fully and further provided in and by the Financial Security Agreement.
- C. The initial amount of the Financial Security shall be One Million Two Hundred Eighty Nine Thousand Three Hundred Thirteen and 80/100 (\$1,289,313.80), 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 Financial Security shall be subject to such increase, adjustment and reduction as provided in and by the Financial Security Agreement.

4. **Dedication.**

- A. Developer, at its expense, hereby offers to dedicate the following to the Township 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) A sanitary sewer manhole in the existing right-of-way of Byers Road.

B. The Township shall accept dedication of the item 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 Upper Uwchlan Township Municipal Authority ("Authority") Engineer that the Improvement which is to be dedicated has 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 the Improvement to be accepted for dedication; and
- (3) Advancement and/or reimbursement to the Township of and for all 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 the Improvement 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 Authority Solicitor and/or 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 the dedicated Improvement, the structural integrity and proper functioning of such 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 such 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 Improvement 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 the dedicated Improvement, 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 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 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 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 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 Improvements in accordance with the terms, conditions and requirements of Section 2; and (ii) with respect to incomplete Secured Improvements, obtain payment to it, or its order, of all or any part of the Financial Security and/or to otherwise enforce the Financial Security in order to pay for the costs of such completion and related costs, expenses and fees. If the proceeds of the Financial Security paid to the Township, or its order, are not sufficient or unavailable to pay the costs of fully completing all the incomplete Improvements, together with related costs, expenses and fees, the Township, at its option, shall have the right to complete part of the Improvements and to institute appropriate legal and/or equitable actions against Developer to recover monies necessary to complete the remainder of the incomplete 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 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 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 Improvements.

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

- A. Developer shall advance and/or reimburse the Township the following:

- (1) All costs, expenses and fees incurred by the Township in and for the preparation, review, and enforcement of this Agreement and the 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 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 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 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 Financial Security, the 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 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 Improvements, together with all cost, fees and expenses (including, but not limited to, attorney's fees and costs, and expert witness fees and costs) as may be incurred by the Township in connection with any such liability, claim, suit or demand, except to the extent caused by the negligence or willful misconduct of the Township.

9. **Notices.**

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

10. **Miscellaneous.**

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

assignment of this Agreement. Any such assignment or delegation, without such consent, shall be void.

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

*SIGNATURE PAGE FOLLOWS*

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

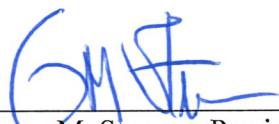
**UPPER UWCHLAN TOWNSHIP**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Sandra M. D'Amico, Chairperson

**CHESTER SPRINGS SENIOR LIVING  
PARTNERS, LLC,  
a Pennsylvania limited liability company**

Attest: \_\_\_\_\_

By:  \_\_\_\_\_  
Gregory M. Stevens, 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 M. 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 CHESTER** :

On this 4th day of August, 2022, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Gregory M. Stevens, who acknowledged himself to be the President of CHESTER SPRINGS SENIOR LIVING PARTNERS, 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:

September 23, 2024

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

### **PLAN SHEETS**

<b>Sheet No.</b>	<b>Drawing No.</b>	<b>Title</b>	<b>Date</b>	<b>Last Revised Date</b>
01	C01.1	Site Plan	9/21/2018	7/8/2022
02	C02.1	Existing Conditions	9/21/2018	5/11/2022
03	C03.1	Site Aerial Plan	9/21/2018	5/11/2022
04	C04.1	Grading & Utilities Plan	9/21/2018	7/8/2022
05	C05.1	Erosion & Sedimentation Control Plan	9/21/2018	5/11/2022
06	C05.2	Erosion & Sedimentation Control Notes	9/21/2018	5/11/2022
07	C05.3	Erosion & Sedimentation Control Details	9/21/2018	5/11/2022
08	C06.1	PCSWM Plan	9/21/2018	5/11/2022
09	C06.2	PCSWM Plan Notes &	9/21/2018	5/11/2022
10	C06.3	PCSWM Details	9/21/2018	5/11/2022
11	SWM-1	Pre-Developed Drainage Area Plan	9/21/2018	5/11/2022
12	SWM-2	Post Developed Drainage Area Plan	9/21/2018	5/11/2022
13	C07.1	Profiles	9/21/2018	5/11/2022
14	C07.2	Vehicle Turning Plan	9/21/2018	5/11/2022
15	C08.1	Construction Details	9/21/2018	5/11/2022



<b>Sheet No.</b>	<b>Drawing No.</b>	<b>Title</b>	<b>Date</b>	<b>Last Revised Date</b>
16	C08.1	Construction Details	9/21/2018	5/11/2022
17	C10.1	Landscape Plan	9/21/2018	3/10/2022

**EXHIBIT “B”**

**FINANCIAL SECURITY**



GILMORE & ASSOCIATES, INC.  
ENGINEERING & CONSULTING SERVICES

June 16, 2022

File No. 03-0434T3

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

Reference: Vantage Point (Byers Station – Parcel 6C)  
Escrow Recommendation- **REVISED**  
Upper Uwchlan Township, Chester County, PA

Dear Tony:

Attached please find a spreadsheet which outlines our recommendation for construction escrow. **This recommendation supersedes the recommendation issued by my office on June 13, 2022.** The escrow spreadsheet has now been updated to include the sanitary sewer elements of the project as well. Based on our review, we recommend a suitable form of construction security be established for this project in the amount of **\$1,289,313.80.**

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

Sincerely,

*David N. Leh*

David N. Leh, P.E.  
Vice President  
Gilmore & Associates, Inc.

Attachment- Escrow Spreadsheet

BUILDING ON A FOUNDATION OF EXCELLENCE

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

[www.gilmore-assoc.com](http://www.gilmore-assoc.com)

Mr. Tony Scheivert

Page - 2 -

Upper Uwchlan Township Manager

Reference: Vantage Point (Byers Station – Parcel 6C)

Escrow Recommendation- REVISED

Upper Uwchlan Township, Chester County, PA

File No. 03-0434T3

June 16, 2022

cc: Kristin S. Camp, Esq., BBMM, LLP (via email only)  
Greg Stevens, Chester Springs Senior Living Partners, LLC (via email only)  
Alyson Zarro, Esq. RRHC (Via e-mail only)  
Joseph Russella, D.L. Howell & Associates, Inc. (via email only)

**ESCROW STATUS REPORT**

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

PROJECT NAME: Vantage Point Retirement Living - Fieldstone

**SUMMARY OF ESCROW ACCOUNT**

PROJECT NUMBER: 00-043473  
TOTAL CONSTRUCTION (100%) = \$ 1,172,103.45  
TOWNSHIP SECURITY = \$ 117,210.35  
CONSTRUCTION INSPECTION \$ -  
GRAND TOTAL ESCROWED = \$ 1,289,313.80

RELEASE NO.: 0  
REQUEST DATE:

TOTAL ESCROW REMAINING: \$ 1,289,313.80  
CONSTRUCTION COMPLETION:

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
<b>A. CLEARING AND GRUBBING</b>											
CLEARING AND GRUBBING	LS	1	\$ 12,000.00	\$ 12,000.00		\$ -		\$ 12,000.00	1	\$ 12,000.00	
<b>SUBTOTAL ITEM A</b>				\$ 12,000.00		\$ -		\$ 12,000.00		\$ 12,000.00	
<b>B. EROSION &amp; SEDIMENTATION CONTROLS</b>											
18" Compost Filter Sock	LF	867	\$ 6.00	\$ 5,202.00		\$ -		\$ 5,202.00	867	\$ 5,202.00	
18" Compost Filter Sock - Concrete Washout	LF	62	\$ 6.00	\$ 372.00		\$ -		\$ 372.00	62	\$ 372.00	
24" Compost Filter Sock	LF	1,947	\$ 16.20	\$ 31,541.40		\$ -		\$ 31,541.40	1,947	\$ 31,541.40	
Orange Safety Fence	LF	1,782	\$ 2.00	\$ 3,564.00		\$ -		\$ 3,564.00	1,782	\$ 3,564.00	
Inlet Protection - Silt Sacks	EA	22	\$ 122.00	\$ 2,684.00		\$ -		\$ 2,684.00	22	\$ 2,684.00	
Construction Entrance	EA	2	\$ 3,325.00	\$ 6,650.00		\$ -		\$ 6,650.00	2	\$ 6,650.00	
Staging Area - E&S Plan	SY	2,407	\$ 2.00	\$ 4,814.00		\$ -		\$ 4,814.00	2,407	\$ 4,814.00	
NAG S/S Matting w/ Permanent Seed	SY	3,964	\$ 2.50	\$ 9,910.00		\$ -		\$ 9,910.00	3,964	\$ 9,910.00	
Temporary Seed Topsoil Stockpile	LS	1	\$ 2,750.00	\$ 2,750.00		\$ -		\$ 2,750.00	1	\$ 2,750.00	
Remove Temporary E&S Measures	LS	1	\$ 14,000.00	\$ 14,000.00		\$ -		\$ 14,000.00	1	\$ 14,000.00	
Compost Lined Rock Filter	EA	1	\$ 600.00	\$ 600.00		\$ -		\$ 600.00	1	\$ 600.00	
<b>SUBTOTAL ITEM B</b>				\$ 82,087.40		\$ -		\$ 82,087.40		\$ 82,087.40	
<b>C. STORM SEWER</b>											
Tie into Existing Inlet	EA	2	\$ 500.00	\$ 1,000.00		\$ -		\$ 1,000.00	2	\$ 1,000.00	
Roof Drainage Piping	LF	826	\$ 41.00	\$ 33,866.00		\$ -		\$ 33,866.00	826	\$ 33,866.00	
15 Inch RCP Pipe, Class 3	LF	110	\$ 58.00	\$ 6,386.80		\$ -		\$ 6,386.80	110	\$ 6,386.80	
8 Inch HDPE Pipe	LF	403	\$ 45.00	\$ 18,135.00		\$ -		\$ 18,135.00	403	\$ 18,135.00	
10 Inch HDPE Pipe	LF	424	\$ 40.00	\$ 16,960.00		\$ -		\$ 16,960.00	424	\$ 16,960.00	
12 Inch HDPE Pipe	LF	33	\$ 52.00	\$ 1,716.00		\$ -		\$ 1,716.00	33	\$ 1,716.00	
15 Inch HDPE Pipe	LF	332	\$ 48.00	\$ 15,936.00		\$ -		\$ 15,936.00	332	\$ 15,936.00	
15 Inch Level Spreader	LF	15	\$ 200.00	\$ 3,000.00		\$ -		\$ 3,000.00	15	\$ 3,000.00	
2 x 4 Type C Inlet	EA	13	\$ 2,200.00	\$ 28,600.00		\$ -		\$ 28,600.00	13	\$ 28,600.00	
Outlet Structure	EA	3	\$ 4,200.00	\$ 12,600.00		\$ -		\$ 12,600.00	3	\$ 12,600.00	
24 Inch Concrete Lawn Drain	EA	6	\$ 1,600.00	\$ 9,600.00		\$ -		\$ 9,600.00	6	\$ 9,600.00	
Cast-In-Place Trench Drain	LF	40	\$ 425.00	\$ 17,000.00		\$ -		\$ 17,000.00	40	\$ 17,000.00	
FES	EA	1	\$ 1,250.00	\$ 1,250.00		\$ -		\$ 1,250.00	1	\$ 1,250.00	
Riprap	LS	1	\$ 2,000.00	\$ 2,000.00		\$ -		\$ 2,000.00	1	\$ 2,000.00	
48 Inch Dia. Manhole, Std.	EA	4	\$ 3,800.00	\$ 15,200.00		\$ -		\$ 15,200.00	4	\$ 15,200.00	
Remove Existing Inlet and Replace with 48 Inch Dia. Manhole	LS	1	\$ 4,200.00	\$ 4,200.00		\$ -		\$ 4,200.00	1	\$ 4,200.00	
Infiltration Bed #1	LS	1	\$ 102,225.00	\$ 102,225.00		\$ -		\$ 102,225.00	1	\$ 102,225.00	
Infiltration Bed #2	LS	1	\$ 60,000.00	\$ 60,000.00		\$ -		\$ 60,000.00	1	\$ 60,000.00	
Infiltration Bed #3	LS	1	\$ 80,000.00	\$ 80,000.00		\$ -		\$ 80,000.00	1	\$ 80,000.00	
Convert Beds - Sealed to Operational	LS	1	\$ 1,800.00	\$ 1,800.00		\$ -		\$ 1,800.00	1	\$ 1,800.00	
<b>SUBTOTAL ITEM C</b>				\$ 431,444.80		\$ -		\$ 431,444.80		\$ 431,444.80	
<b>D. SANITARY SEWER</b>											
Testing Pipe & Manholes	LS	1	\$ 1,300.00	\$ 1,300.00		\$ -		\$ 1,300.00	1	\$ 1,300.00	
8" SDR-35 Pipe (Grease Interceptor Pipe)	LF	64	\$ 60.00	\$ 5,640.00		\$ -		\$ 5,640.00	64	\$ 5,640.00	
8" SDR-35 Pipe	LF	524	\$ 60.00	\$ 31,440.00		\$ -		\$ 31,440.00	524	\$ 31,440.00	
8 Inch SDR-35 Pipe	LF	301	\$ 69.00	\$ 20,769.00		\$ -		\$ 20,769.00	301	\$ 20,769.00	
48 Inch Dia. Manhole Standard - On-site	EA	2	\$ 5,200.00	\$ 10,400.00		\$ -		\$ 10,400.00	2	\$ 10,400.00	
48 Inch Dia. Manhole Standard & Tie in PA-DOT ROW	EA	1	\$ 7,400.00	\$ 7,400.00		\$ -		\$ 7,400.00	1	\$ 7,400.00	
Saw Cut Asphalt & Demo Asphalt - PA-DOT ROW	SY	45	\$ 18.00	\$ 810.00		\$ -		\$ 810.00	45	\$ 810.00	
Temporary Asphalt Restoration - PA-DOT ROW	SY	45	\$ 42.00	\$ 1,890.00		\$ -		\$ 1,890.00	45	\$ 1,890.00	
Asphalt paving Complete - Pa-DOT ROW	SY	45	\$ 72.00	\$ 3,240.00		\$ -		\$ 3,240.00	45	\$ 3,240.00	

**ESCROW STATUS REPORT**

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

**SUMMARY OF ESCROW ACCOUNT**

**PROJECT NAME:** Vantage Point Retirement Living - Fieldstone

**PROJECT NUMBER:** 03-0434T3

**TOTAL CONSTRUCTION (100%) = \$** 1,172,103.45

**PROJECT SPONSOR:** Upper Uwchlan Township

**TOWNSHIP SECURITY = \$** 117,210.35

**CONSTRUCTION INSPECTION \$** -

**MUNICIPALITY:** Upper Uwchlan Township

**GRAND TOTAL ESCROWED = \$** 1,289,313.80

**RELEASE NO.:** 0

**REQUEST DATE:**

**TOTAL ESCROW REMAINING: \$** 1,289,313.80  
**CONSTRUCTION COMPLETION:**

ESCROW TABULATION				CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
<b>CONSTRUCTION ITEMS</b>										
Traffic Control - PA-DOT ROW	LS	1	\$ 2,000.00	\$	-	-	-	1	\$ 2,000.00	
1,000 Gallon Grease Trap	EA	1	\$ 9,200.00	\$	-	-	-	1	\$ 9,200.00	
Sampling Vault	EA	1	\$ 4,400.00	\$	-	-	-	1	\$ 4,400.00	
<b>SUBTOTAL ITEM D</b>			\$ 103,689.00		\$	-	\$		\$ 103,689.00	
<b>E. SIDEWALK / CURBING / SITE IMPROVEMENTS</b>										
Signage, Pipe and Riprap Removal	LS	1	\$ 1,000.00	\$	-	-	-	1	\$ 1,000.00	
18 Inch Concrete Curb	LF	2,931	\$ 20.00	\$	-	-	-	2,931	\$ 58,620.00	
Heavy Duty Asphalt Paving	SY	2,125	\$ 45.00	\$	-	-	-	2,125	\$ 95,625.00	
Light Duty Asphalt Paving	SY	3,850	\$ 30.00	\$	-	-	-	3,850	\$ 115,500.00	
Township Paving (Graphite Mine Road)	SY	558	\$ 30.00	\$	-	-	-	558	\$ 16,740.00	
PennDOT Paving (Byers Road)	SY	194	\$ 30.00	\$	-	-	-	194	\$ 5,820.00	
Clean & Tack Asphalt Base Course	SY	6,727	\$ 1.25	\$	-	-	-	6,727	\$ 8,408.75	
<b>SUBTOTAL ITEM E</b>			\$ 301,713.75		\$	-	\$		\$ 301,713.75	
<b>F. LANDSCAPING &amp; LIGHTING</b>										
Site Lights & Foundations	EA	15	\$ 1,800.00	\$	-	-	-	15	\$ 27,000.00	
Shade Tree	EA	159	\$ 225.00	\$	-	-	-	159	\$ 35,775.00	
Evergreen Tree	EA	83	\$ 175.00	\$	-	-	-	83	\$ 14,525.00	
Shrub	EA	822	\$ 80.00	\$	-	-	-	822	\$ 65,760.00	
<b>SUBTOTAL ITEM F</b>			\$ 143,060.00		\$	-	\$		\$ 143,060.00	
<b>G. MISCELLANEOUS</b>										
Asphalt Walks	SY	154	\$ 43.00	\$	-	-	-	154	\$ 6,622.00	
Line Painting	LS	1	\$ 6,000.00	\$	-	-	-	1	\$ 6,000.00	
4" Concrete Sidewalk	SF	6,042	\$ 6.75	\$	-	-	-	6,042	\$ 40,783.50	
4" Paved Concrete Patio	SF	2,906	\$ 4.50	\$	-	-	-	2,906	\$ 13,077.00	
6" Concrete Loading Dock	SF	374	\$ 9.00	\$	-	-	-	374	\$ 3,366.00	
8" Dumpster & Generator Pads	SF	380	\$ 12.00	\$	-	-	-	380	\$ 4,560.00	
Segmented Retaining Wall	LS	1	\$ 21,500.00	\$	-	-	-	1	\$ 21,500.00	
Signage	EA	11	\$ 200.00	\$	-	-	-	11	\$ 2,200.00	
<b>SUBTOTAL ITEM G</b>			\$ 98,108.50		\$	-	\$		\$ 98,108.50	
<b>TOTAL IMPROVEMENTS - ITEMS A-G</b>			\$ 1,172,103.45		\$	-	\$		\$ 1,172,103.45	
<b>H. RETAINAGE [10%]</b>										
<b>I. CONTINGENCY (TOWNSHIP SECURITY) [10%]</b>			\$ 117,210.35		\$	-	\$		\$ 117,210.35	
<b>NET CONSTRUCTION RELEASE</b>			\$ 1,289,313.80		\$	-	\$		\$ 1,289,313.80	
<b>SURETY AMOUNT</b>			\$ 1,289,313.80		\$	-	\$		\$ 1,289,313.80	

## **FINANCIAL SECURITY AGREEMENT**

### **FIELDSTONE AT CHESTER SPRINGS**

**(f/k/a Parcel 6C of Byers Station Planned Residential Development)**

**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 **CHESTER SPRINGS SENIOR LIVING PARTNERS, LLC**, a Pennsylvania limited liability company with offices at 411 Eagleview Boulevard, Suite 114, Exton, Pennsylvania 19341 ("Developer").

#### **BACKGROUND:**

A. Developer proposes to develop a 4.248 acre piece of property, known as Chester County Tax Parcel No. 32-4-493 situate at the northeast corner of the intersection of Graphite Mine Road and Byers Road, Chester Springs, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a land development known as "Fieldstone at Chester Springs" ("Development").

B. The Upper Uwchlan Township Board of Supervisors (the "Board") granted final planned residential development plan approval of the Development on April 20, 2020. Developer received final approval of the planned residential development plans for the Development, subject to, among other things entering into this Agreement and the Development Agreement, as hereinafter defined, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.

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

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

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

#### **1. Definitions; Interpretation.**

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

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

(2) "Tract" shall mean all that certain 4.248 acre tract of property which is situate at the northeast corner of the intersection of Graphite Mine Road and Byers 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 planned residential development plan set entitled "Final Plan for Parcel 6C – Byers Station Planned Residential Development" prepared by DL Howell & Associates, dated September 21, 2018, last revised July 8, 2022, consisting of seventeen (17) sheets, as more particularly described in the Development Agreement.

(4) "Subject Land Development" shall mean the proposed land development of the Tract as a senior living facility known as Fieldstone at Chester Springs f/k/a Parcel 6C of Byers Station Planned Residential Development together with new streets and roads to serve the same and such other improvements proposed or required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the Plans.

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

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

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

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

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

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

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



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

2. **Financial Security.**

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

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

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

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

B. The Financial Security shall be established by Developer upon Developer's execution of this Agreement. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Secured Improvements.

C. The initial amount of the Financial Security shall be One Million Two Hundred Eighty Nine Thousand Three Hundred Thirteen and 80/100 Dollars (\$1,289,313.80), which amount is 110% of the total of the estimated costs of completing the Secured Improvements.

D. In addition to the Financial Security being posted to guarantee completion of the Secured Improvements, before construction of the Improvements may begin, Developer shall deposit with the Township a sum of money equal to Twenty Three Thousand Four Hundred Forty-Four and 07/100 Dollars (\$23,442.07) which sum represents 2% of the estimated cost of construction of the 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 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 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 Financial Institution providing that, except as provided in and by this Agreement or as may be otherwise consented to

and approved and directed in and by a writing signed by the Township, (i) no withdrawals shall be made from the Financial Security, (ii) the Financial Security shall not be terminated or closed or expire, and (iii) any balance of funds in the Financial Security shall be fully available to the Township for use under and for purposes of this Agreement.

### **3. Adjustments to Financial Security.**

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

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

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

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

### **4. Interim Releases of Funds.**

A. As the work of the construction of the Secured Improvements satisfactorily proceeds, the Township, from time to time upon written request of Developer prior to final release under Section 7 below, shall authorize the release of funds from the Financial Security in accordance with the provisions of the MPC, in such amounts as directed by the Township in writing, but only by and upon the issuance to and receipt by the Financial Institution of a duly executed Certificate of Completion signed by the Township Engineer, the Chairperson of the Board of Supervisors or the Township Manager. The Certificate of Completion shall be in the form substantially as set forth in Exhibit "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 Financial Security requested under this Section 4: in no event shall the balance of the Financial Security be reduced below One Hundred Ten percent (110%) of the estimated costs

of completing the remaining uncompleted Secured Improvements, as such estimated costs of completion shall be determined or approved by the Township Engineer.

**5. Default.**

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

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

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

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

(4) Developer hereby remises, releases and forever discharges Financial Institution from any and all liability with respect to honoring any such draws by the Township.

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

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

(7) If the reasonable costs, expenses and fees, incurred by the Township on account of (i) the foregoing completion of Secured Improvements or otherwise curing the default of Developer and (ii) the professional services related thereto, exceed the amount, if any, received by the Township from and under the Financial Security, Developer, in addition to such

other and further obligations and liabilities imposed upon it under this Agreement and otherwise by law, shall be liable to the Township for such excess of such costs, expenses and fees. Developer hereby agrees to pay the full amount of such excess to the Township immediately upon demand.

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

#### **6. Costs, Expenses and Fees.**

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

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

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

A. After all of the Secured Improvements have been completed in accordance with the Development Agreement, and after all of the provisions of the Development Agreement and this Agreement have been satisfied by Developer (including the payment of all reasonable costs, expenses and fees for which Developer is responsible under both said agreements) and Developer has tendered to the Township the Improvement which is 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 Financial Institution in writing to release the

balance of the Financial Security. Such release authorized by the Township shall be the final release of funds from the Financial Security, and shall further release Developer and the Financial Institution from and under the Financial Security and this Agreement.

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

#### **8. Validity and Enforceability of Financial Security.**

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

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

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

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

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

#### **9. Financial Institution Non-Responsibility.**

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

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

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

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

**10. Charges of Financial Institution.**

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

**11. Interest.**

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

**12. Insolvency of Developer.**

Developer acknowledges, covenants and agrees that, in case of any bankruptcy, receivership, or voluntary or involuntary assignment for the benefit of creditors by or of Developer, the Financial Security and all interest of Developer in, to or under this Agreement are not and shall not be considered part of the estate of Developer.

**13. Payments, Reductions or Releases of Financial Security.**

It is expressly and specifically understood, covenanted and agreed by Developer and Financial Institution that no payment, reduction and/or release whatsoever shall be made at any time of, from or under the Financial Security without the express written consent and instructions of the Township in accordance with the terms of this Agreement, and that Developer shall maintain the Financial Security at all times during the continuance of this Agreement in the amounts required herein, less all sums drawn or released therefrom by the Township in accordance with the terms hereof. Any violation of Developer's obligations under this Section

shall render Developer liable for all damages to the Township, including, without limitation, all 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 Financial Security is not maintained and/or funds thereunder are not available or paid upon demand to the Township in order to cure such default or breach. Any violation of the Financial Institution's obligations under this Section shall render the Financial Institution liable for all damages to the Township, including, without limitation, all 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 Financial Institution for releasing or reducing the Financial Security except in accordance with the terms of this Agreement.

#### 14. Notices.

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

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

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

#### 15. Miscellaneous.

A. **Waiver.** Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against the Township unless it is in writing signed by a duly authorized representative of the Township.

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

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

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

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

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

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

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

***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:


\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Sandra M. D'Amico, Chairperson

**DEVELOPER**  
**CHESTER SPRINGS SENIOR LIVING**  
**PARTNERS, LLC,**  
**a Pennsylvania limited liability company**

Attest:

\_\_\_\_\_

By:   
\_\_\_\_\_  
Gregory M. Stevens, 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 M. 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 an official seal the day and year aforesaid.

Notary Public

My Commission Expires:

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
:SS.  
COUNTY OF CHESTER :

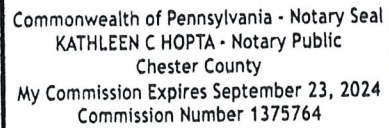
On this 4<sup>th</sup> day of August, 2023, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Gregory M. Stevens, who acknowledged himself to be the President of CHESTER SPRING SENIOR LIVING PARTNERS, LLC, a Pennsylvania limited liability 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:

September 23, 2024



**EXHIBIT “A”**

**List of Secured Improvements**



GILMORE & ASSOCIATES, INC.  
ENGINEERING & CONSULTING SERVICES

June 16, 2022

File No. 03-0434T3

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

Reference: Vantage Point (Byers Station – Parcel 6C)  
Escrow Recommendation- **REVISED**  
Upper Uwchlan Township, Chester County, PA

Dear Tony:

Attached please find a spreadsheet which outlines our recommendation for construction escrow. **This recommendation supersedes the recommendation issued by my office on June 13, 2022.** The escrow spreadsheet has now been updated to include the sanitary sewer elements of the project as well. Based on our review, we recommend a suitable form of construction security be established for this project in the amount of **\$1,289,313.80.**

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

Sincerely,

*David N. Leh*

David N. Leh, P.E.  
Vice President  
Gilmore & Associates, Inc.

Attachment- Escrow Spreadsheet

BUILDING ON A FOUNDATION OF EXCELLENCE

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

[www.gilmore-assoc.com](http://www.gilmore-assoc.com)

Mr. Tony Scheivert

Page - 2 -

Upper Uwchlan Township Manager

Reference: Vantage Point (Byers Station – Parcel 6C)

Escrow Recommendation- REVISED

Upper Uwchlan Township, Chester County, PA

File No. 03-0434T3

June 16, 2022

cc: Kristin S. Camp, Esq., BBMM, LLP (via email only)  
Greg Stevens, Chester Springs Senior Living Partners, LLC (via email only)  
Alyson Zarro, Esq. RRHC (Via e-mail only)  
Joseph Russella, D.L. Howell & Associates, Inc. (via email only)

**ESCROW STATUS REPORT**

GILMORE & ASSOCIATES, INC.  
184 WEST MAIN STREET  
SUITE 300  
TRAPPE, PA 19428

PROJECT NAME: Vantage Point Retirement Living - Fieldstone

PROJECT NUMBER: 03-043473

PROJECT SPONSOR: Upper Uwchlan Township  
MUNICIPALITY:

**SUMMARY OF ESCROW ACCOUNT**

TOTAL CONSTRUCTION (100%) = \$ 1,172,103.45  
TOWNSHIP SECURITY = \$ 117,210.35  
CONSTRUCTION INSPECTION \$ -  
GRAND TOTAL ESCROWED = \$ 1,289,313.80

RELEASE NO: 0  
REQUEST DATE:

TOTAL ESCROW REMAINING: \$ 1,289,313.80  
CONSTRUCTION COMPLETION:

ESCROW TABULATION				CURRENT ESCROW RELEASE				ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE PERCENT
CONSTRUCTION ITEMS				TOTAL AMOUNT		QUANTITY		TOTAL AMOUNT		QUANTITY		
	UNITS	QUANTITY	UNIT PRICE									
A. CLEARING AND GRUBBING												
CLEARING AND GRUBBING	LS	1	\$ 12,000.00	\$ 12,000.00		\$ -		\$ -		1	\$ 12,000.00	
SUBTOTAL ITEM A				\$ 12,000.00		\$ -		\$ -			\$ 12,000.00	
B. EROSION & SEDIMENTATION CONTROLS												
18" Compost Filler Sock	LF	867	\$ 6.00	\$ 5,202.00		\$ -		\$ -		867	\$ 5,202.00	
18" Compost Filler Sock - Concrete Washout	LF	62	\$ 6.00	\$ 372.00		\$ -		\$ -		62	\$ 372.00	
24" Compost Filler Sock	LF	1,947	\$ 16.20	\$ 31,541.40		\$ -		\$ -		1,947	\$ 31,541.40	
Orange Safety Fence	LF	1,782	\$ 2.00	\$ 3,564.00		\$ -		\$ -		1,782	\$ 3,564.00	
Inlet Protection - Silt Socks	EA	22	\$ 122.00	\$ 2,684.00		\$ -		\$ -		22	\$ 2,684.00	
Construction Entrance	EA	2	\$ 3,325.00	\$ 6,650.00		\$ -		\$ -		2	\$ 6,650.00	
Staging Area - E&S Plan	SF	2,407	\$ 2.00	\$ 4,814.00		\$ -		\$ -		2,407	\$ 4,814.00	
NAG S7/S Matting w/ Permanent Seed	SY	3,964	\$ 2.50	\$ 9,910.00		\$ -		\$ -		3,964	\$ 9,910.00	
Temporary Seed Topsoil Stockpile	LS	1	\$ 2,750.00	\$ 2,750.00		\$ -		\$ -		1	\$ 2,750.00	
Remove Temporary E&S Measures	LS	1	\$ 14,000.00	\$ 14,000.00		\$ -		\$ -		1	\$ 14,000.00	
Compost Lined Rock Filter	EA	1	\$ 600.00	\$ 600.00		\$ -		\$ -		1	\$ 600.00	
SUBTOTAL ITEM B				\$ 82,087.40		\$ -		\$ -			\$ 82,087.40	
C. STORM SEWER												
Tie Into Existing Inlet	EA	2	\$ 500.00	\$ 1,000.00		\$ -		\$ -		2	\$ 1,000.00	
Roof Drainage Piping	LF	826	\$ 41.00	\$ 33,866.00		\$ -		\$ -		826	\$ 33,866.00	
15 Inch RCP Pipe, Class 3	LF	110	\$ 58.00	\$ 6,386.80		\$ -		\$ -		110	\$ 6,386.80	
8 Inch HDPE Pipe	LF	403	\$ 45.00	\$ 18,135.00		\$ -		\$ -		403	\$ 18,135.00	
10 Inch HDPE Pipe	LF	424	\$ 40.00	\$ 16,960.00		\$ -		\$ -		424	\$ 16,960.00	
12 Inch HDPE Pipe	LF	33	\$ 52.00	\$ 1,716.00		\$ -		\$ -		33	\$ 1,716.00	
15 Inch HDPE Pipe	LF	332	\$ 48.00	\$ 15,936.00		\$ -		\$ -		332	\$ 15,936.00	
15 Inch Level Spreader	LF	15	\$ 200.00	\$ 3,000.00		\$ -		\$ -		15	\$ 3,000.00	
2 x 4 Type C Inlet	EA	13	\$ 2,200.00	\$ 28,600.00		\$ -		\$ -		13	\$ 28,600.00	
Outlet Structure	EA	3	\$ 4,200.00	\$ 12,600.00		\$ -		\$ -		3	\$ 12,600.00	
24 Inch Concrete Lawn Drain	EA	6	\$ 1,600.00	\$ 9,600.00		\$ -		\$ -		6	\$ 9,600.00	
Cash-In-Place Trench Drain	LF	40	\$ 425.00	\$ 17,000.00		\$ -		\$ -		40	\$ 17,000.00	
FES	EA	1	\$ 1,250.00	\$ 1,250.00		\$ -		\$ -		1	\$ 1,250.00	
Ritap	LS	1	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -		1	\$ 2,000.00	
48 Inch Dia. Manhole, Std.	EA	4	\$ 3,800.00	\$ 15,200.00		\$ -		\$ -		4	\$ 15,200.00	
Remove Existing Inlet and Replace with 48 Inch Dia. Manhole	LS	1	\$ 4,200.00	\$ 4,200.00		\$ -		\$ -		1	\$ 4,200.00	
Infiltration Bed #1	LS	1	\$ 102,225.00	\$ 102,225.00		\$ -		\$ -		1	\$ 102,225.00	
Infiltration Bed #2	LS	1	\$ 60,000.00	\$ 60,000.00		\$ -		\$ -		1	\$ 60,000.00	
Infiltration Bed #3	LS	1	\$ 80,000.00	\$ 80,000.00		\$ -		\$ -		1	\$ 80,000.00	
Convert Beds - Sealed to Operational	LS	1	\$ 1,800.00	\$ 1,800.00		\$ -		\$ -		1	\$ 1,800.00	
SUBTOTAL ITEM C				\$ 431,444.80		\$ -		\$ -			\$ 431,444.80	
D. SANITARY SEWER												
Testing Pipe & Manholes	LS	1	\$ 1,300.00	\$ 1,300.00		\$ -		\$ -		1	\$ 1,300.00	
6" SDR-35 Pipe (Grease Interceptor Pipe)	LF	94	\$ 60.00	\$ 5,640.00		\$ -		\$ -		94	\$ 5,640.00	
6" SDR-35 Pipe	LF	524	\$ 60.00	\$ 31,440.00		\$ -		\$ -		524	\$ 31,440.00	
6 inch SDR-35 Pipe	LF	301	\$ 69.00	\$ 20,769.00		\$ -		\$ -		301	\$ 20,769.00	
48 inch Dia. Manhole Standard- On-site	EA	3	\$ 5,200.00	\$ 15,600.00		\$ -		\$ -		3	\$ 15,600.00	
48 inch Dia. Manhole Standard & Tie in PA-DOT ROW	EA	1	\$ 7,400.00	\$ 7,400.00		\$ -		\$ -		1	\$ 7,400.00	
Saw Cut Asphalt & Demo Asphalt- PA-DOT ROW	SY	45	\$ 18.00	\$ 810.00		\$ -		\$ -		45	\$ 810.00	
Temporary Asphalt Restoration - PA-DOT ROW	SY	45	\$ 42.00	\$ 1,890.00		\$ -		\$ -		45	\$ 1,890.00	
Asphalt paving Complete - Pa-DOT ROW	SY	45	\$ 72.00	\$ 3,240.00		\$ -		\$ -		45	\$ 3,240.00	

**ESCROW STATUS REPORT**

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

**SUMMARY OF ESCROW ACCOUNT**

PROJECT NAME: Vantage Point Retirement Living - Fieldstone  
PROJECT NUMBER: 03-043473  
PROJECT SPONSOR: Upper Uwchlan Township  
MUNICIPALITY:

TOTAL CONSTRUCTION (100%) = \$ 1,172,103.45  
TOWNSHIP SECURITY = \$ 117,210.35  
CONSTRUCTION INSPECTION \$ -  
GRAND TOTAL ESCROWED = \$ 1,289,313.80

RELEASE NO.: 0  
REQUEST DATE:

TOTAL ESCROW REMAINING: \$ 1,289,313.80  
CONSTRUCTION COMPLETION:

ESCROW TABULATION				CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	PERCENT
Traffic Control - PA-DOT ROW	LS	1	\$ 2,000.00	\$ 2,000.00				\$ 2,000.00	1	
1,000 Gallon Grease Trap	EA	1	\$ 9,200.00	\$ 9,200.00				\$ 9,200.00	1	
Sampling Vault	EA	1	\$ 4,400.00	\$ 4,400.00				\$ 4,400.00	1	
SUBTOTAL ITEM D				\$ 103,689.00				\$ 103,689.00		
<b>E. SIDEWALK / CURBING / SITE IMPROVEMENTS</b>										
Signage, Pipe and Riprap Removal	LS	1	\$ 1,000.00	\$ 1,000.00				\$ 1,000.00	1	
18 inch Concrete Curb	LF	2,831	\$ 20.00	\$ 56,820.00				\$ 56,820.00	2,831	
Heavy Duty Asphalt Paving	SY	2,125	\$ 45.00	\$ 95,625.00				\$ 95,625.00	2,125	
Light Duty Asphalt Paving	SY	3,850	\$ 30.00	\$ 115,500.00				\$ 115,500.00	3,850	
Township Paving (Graphite Mine Road)	SY	558	\$ 30.00	\$ 16,740.00				\$ 16,740.00	558	
PavedDOT Paving (Byers Road)	SY	194	\$ 30.00	\$ 5,820.00				\$ 5,820.00	194	
Clean & Tack Asphalt Base Course	SY	6,727	\$ 1.25	\$ 8,408.75				\$ 8,408.75	6,727	
SUBTOTAL ITEM E				\$ 301,713.75				\$ 301,713.75		
<b>F. LANDSCAPING &amp; LIGHTING</b>										
Site Lights & Foundations	EA	15	\$ 1,800.00	\$ 27,000.00				\$ 27,000.00	15	
Shade Tree	EA	159	\$ 225.00	\$ 35,775.00				\$ 35,775.00	159	
Evergreen Tree	EA	83	\$ 175.00	\$ 14,525.00				\$ 14,525.00	83	
Shrub	EA	822	\$ 80.00	\$ 65,760.00				\$ 65,760.00	822	
SUBTOTAL ITEM F				\$ 143,060.00				\$ 143,060.00		
<b>G. MISCELLANEOUS</b>										
Asphalt Walks	SY	154	\$ 43.00	\$ 6,622.00				\$ 6,622.00	154	
Line Painting	LS	1	\$ 6,000.00	\$ 6,000.00				\$ 6,000.00	1	
4" Concrete Sidewalk	SF	6,042	\$ 6.75	\$ 40,783.50				\$ 40,783.50	6,042	
4" Paved Concrete Patio	SF	2,906	\$ 4.50	\$ 13,077.00				\$ 13,077.00	2,906	
6" Concrete Loading Dock	SF	374	\$ 9.00	\$ 3,366.00				\$ 3,366.00	374	
8" Dumpster & Generator Pads	SF	380	\$ 12.00	\$ 4,560.00				\$ 4,560.00	380	
Segmented Retaining Wall	LS	1	\$ 21,500.00	\$ 21,500.00				\$ 21,500.00	1	
Signage	EA	11	\$ 200.00	\$ 2,200.00				\$ 2,200.00	11	
SUBTOTAL ITEM G				\$ 98,108.50				\$ 98,108.50		
TOTAL IMPROVEMENTS - ITEMS A-G				\$ 1,172,103.45				\$ 1,172,103.45		
<b>H. RETAINAGE [10%]</b>										
<b>I. CONTINGENCY (TOWNSHIP SECURITY) [10%]</b>										
NET CONSTRUCTION RELEASE				\$ 1,289,313.80				\$ 1,289,313.80		
SURETY AMOUNT				\$ 1,289,313.80				\$ 1,289,313.80		



**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 CHESTER SPRINGS SENIOR LIVING PARTNERS, LLC, ("Developer"), dated \_\_\_\_\_, 20\_\_ , concerning the construction, installation and completion of Improvements in the Fieldstone at Chester Springs (formerly known as Parcel 6C of Byers Station Planned Residential Development) Development have been completed to the extent of the amount indicated in item I below; and

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

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

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

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

**I. COST OF COMPLETED WORK AND Improvements**      \$ \_\_\_\_\_

**II. AMOUNT OF REDUCTION AND RELEASE**      \$ \_\_\_\_\_

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Township Engineer**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Chairperson, Board of Supervisors**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Manager**

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

UPI No. 32-4-493

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

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between EAGLE SENIOR LIVING PARTNERS, LLC D/B/A FIELDSTONE AT CHESTER SPRINGS, a Pennsylvania limited liability company (hereinafter the "Landowner"), and UPPER UWCHLAN TOWNSHIP, Chester County, Pennsylvania, (hereinafter the "Township").

**WITNESSETH**

**WHEREAS**, the Landowner is the owner of certain real property by virtue of a deed of conveyance recorded in the land records of Chester County, Pennsylvania, in Deed Book 10549, Page 1755, and identified as UPI No. 32-4-493 (hereinafter "Property"); and

**WHEREAS**, the Landowner is proceeding to build and develop the Property with a senior living facility in accordance with a Final Planned Residential Development Plan prepared by D.L. Howell & Associates, Inc. titled "Final Plan for Parcel 6C – Byers Station Planned Residential Development" dated September 21, 2018, Sheets 1 and 4 of which are last revised July 8, 2022, Sheets 2, 3 and 5 through 16 of which are last revised May 11, 2022 and Sheet 17 of which is last revised March 10, 2022 ("Final Plan"); and

**WHEREAS**, the Stormwater Best Management Practices (hereinafter "BMP(s)") Operations and Maintenance Plan approved by the Township (hereinafter referred to as the "O&M Plan") for the Property, which is Sheets 8, 9 and 10 of the Final Plan and which is

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

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

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

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

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

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

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

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

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

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

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

13. The Landowner shall inform future buyers of the Property about the function of, operation, inspection and maintenance requirements of the BMP(s) prior to the purchase of the Property by said future buyer, and upon purchase of the Property the future buyer assumes all responsibilities as Landowner and must comply with all components of this Agreement.
14. This Agreement shall insure to the benefit of and be binding upon, the Township and the Landowner, as well as its assigns and successors in interest.

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

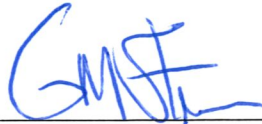


IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers and representatives on the date first indicated hereinabove.

ATTEST/WITNESS:

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

BY: \_\_\_\_\_



Gregory M. Stevens, President

ATTEST:

BOARD OF SUPERVISORS OF  
UPPER UWCHLAN TOWNSHIP

BY: \_\_\_\_\_

Sandra M. D'Amico, Chairperson

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF CHESTER :

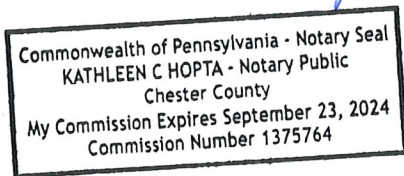
On this, the 4<sup>th</sup> day of August, 2022, before me, a Notary Public, the undersigned officer, personally appeared, Gregory M. Stevens, who acknowledged himself to be the President of **EAGLE SENIOR LIVING PARTNERS, LLC D/B/A FIELDSTONE AT CHESTER SPRINGS**, a Pennsylvania limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Kathleen C Hopta  
Notary Public

(Notarial Seal)

My Commission Expires: September 23, 2024



COMMONWEALTH OF PENNSYLVANIA :  
 : ss  
COUNTY OF CHESTER :

On this, the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public, the undersigned officer, personally appeared, Sandra M. D'Amico, who acknowledged herself to be the Chairperson of the Board of Supervisors of **UPPER UWCHLAN TOWNSHIP**, and that she as such Chairperson, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by herself as Chairperson.

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

\_\_\_\_\_  
Notary Public

(Notarial Seal)

My Commission Expires:

## APPENDIX “A”

[See attached plan.]









August 11, 2022

File No. 04-12014T

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

Reference: Villages at Chester Springs  
Performance Bond Reduction Request No. 5 – **FINAL**

Dear Tony:

Gilmore & Associates, Inc. (G&A) has reviewed all escrowed improvements and associated dedication documentation for this project and find that they have been satisfactorily completed. However, there are certain small areas which have not achieved complete grass growth due to the dry conditions we are currently experiencing.

**As such, we have no objection to the performance bond being released at this time contingent upon receipt of cash escrow in the amount of \$15,000 which will remain in place to serve as a maintenance bond for the completed public improvements as well as serve as security until sufficient vegetation has been established around the riprap aprons as well as around the newly installed ADA Ramp which will remain in place for 18 months.**

Also enclosed is one (1) copy of the Escrow Status Report summary spreadsheet for this project for the Board's review and consideration. If you have any questions, please do not hesitate to contact me.

Sincerely,

*David N. Leh*

David N. Leh, P.E.  
Vice President  
Gilmore & Associates, Inc.

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

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Gilmore & Associates, Inc.  
Building on a Foundation of Excellence  
[www.gilmore-assoc.com](http://www.gilmore-assoc.com)



Tony Scheivert, Township Manager  
File No.: 03-0434T2  
August 11, 2022

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cc: Board of Supervisors  
Kristin Camp, Esq. - BBM&M  
Gwen Jonilk – Township Secretary  
Justin K. Hunt – TBI  
Shawn Fahr – G&A  
.

ESCROW STATUS REPORT										GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426			
PROJECT NAME:	THE VILLAGE AT BYERS STATION <b>LOT #1 - RESIDENTIAL</b>					SUMMARY OF ESCROW ACCOUNT				AMOUNT OF CURRENT CONST. RELEASE: \$ -			
PROJECT NUMBER:						TOTAL CONSTRUCTION (100%) = \$ 1,723,090.27				AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ 10,000.00			
						TOWNSHIP SECURITY (10%) = \$ 172,309.03				AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ 5,000.00			
PROJECT SPONSOR:	BYERS COMMERCIAL, L.P.					CONSTRUCTION INSPECTION \$ 158,548.53				AMOUNT OF CURRENT TOTAL RELEASE: \$ 15,000.00			
MUNICIPALITY:	UPPER UWCHLAN TOWNSHIP									TOTAL OF CONST. RELEASES TO DATE: \$ 2,053,947.82			
ESCROW AGENT:						GRAND TOTAL ESCROWED = \$ 2,053,947.82				CONSTRUCTION ESCROW REMAINING: \$ -			
TYPE OF SECURITY:						RELEASE NO.: 5				TOWNSHIP SECURITY REMAINING: \$ 0.01			
AGREEMENT DATE:						REQUEST DATE: July 15, 2022				CONSTRUCTION INSPECTION REMAINING: \$ (0.00)			
										TOTAL ESCROW REMAINING: \$ 0.00			
										100%			
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	

<b>A. CLEARING &amp; GRUBBING</b>											
1. CLEARING AND GRUBBING	LS	1	\$ 11,850.00	\$ 11,850.00		\$ -	1	\$ 11,850.00	0	\$ -	100%
SUBTOTAL ITEM A				\$ 11,850.00		\$ -		\$ 11,850.00		\$ -	100%

<b>B. E&amp;S CONTROL</b>											
1. CONSTRUCTION ENTRANCES	EA	1	\$ 3,000.00	\$ 3,000.00		\$ -	1	\$ 3,000.00	0	\$ -	100%
2. 12" SILT SOCK	LF	1,185	\$ 3.45	\$ 4,088.25		\$ -	1,185	\$ 4,088.25	0	\$ -	100%
3. 24" SILT SOCK	LF	64	\$ 16.20	\$ 1,036.80		\$ -	64	\$ 1,036.80	0	\$ -	100%
4. EROSION CONTROL MATTING	SF	32,000	\$ 0.25	\$ 8,000.00		\$ -	32,000	\$ 8,000.00	0	\$ -	100%
5. INLET PROTECTION	EA	9	\$ 115.00	\$ 1,035.00		\$ -	9	\$ 1,035.00	0	\$ -	100%
6. STOCKPILE - 18" SILT FENCE	LF	500	\$ 1.50	\$ 750.00		\$ -	500	\$ 750.00	0	\$ -	100%
7. TEMP SEED & MULCH	SF	473,228	\$ 0.04	\$ 18,929.12		\$ -	473,228	\$ 18,929.12	0	\$ -	100%
SUBTOTAL ITEM B				\$ 36,839.17		\$ -		\$ 36,839.17		\$ -	100%

<b>C. STORMWATER/E&amp;S BASINS</b>											
<b>SEDIMENT FOREBAY #1</b>											
1. EARTHWORK	LS	1	\$18,000.00	\$ 18,000.00		\$ -	1	\$ 18,000.00	0	\$ -	100%
2. EROSION CONTROL MATTING - SLOPES	SF	22,500	\$0.25	\$ 5,625.00		\$ -	22,500	\$ 5,625.00	0	\$ -	100%
3. EMERGENCY SPILLWAY MATTING	SF	2,627	\$0.50	\$ 1,313.50		\$ -	2,627	\$ 1,313.50	0	\$ -	100%
4. OUTLET STRUCTURE	EA	1	\$3,500.00	\$ 3,500.00		\$ -	1	\$ 3,500.00	0	\$ -	100%
5. 18" HDPE	LF	124	\$32.00	\$ 3,968.00		\$ -	124	\$ 3,968.00	0	\$ -	100%
6. STORM MANHOLE	EA	1	\$2,800.00	\$ 2,800.00		\$ -	1	\$ 2,800.00	0	\$ -	100%
7. ENDWALL	EA	1	\$1,000.00	\$ 1,000.00		\$ -	1	\$ 1,000.00	0	\$ -	100%
8. RIP-RAP APRON	EA	1	\$500.00	\$ 500.00		\$ -	1	\$ 500.00	0	\$ -	100%
<b>SEDIMENT BASIN #2</b>											
1. EARTHWORK	LS	1	\$12,000.00	\$ 12,000.00		\$ -	1	\$ 12,000.00	0	\$ -	100%
2. EROSION CONTROL MATTING - SLOPES	SF	24,600	\$0.25	\$ 6,150.00		\$ -	24,600	\$ 6,150.00	0	\$ -	100%
3. EMERGENCY SPILLWAY MATTING	SF	4,792	\$0.50	\$ 2,396.00		\$ -	4,792	\$ 2,396.00	0	\$ -	100%
4. OUTLET STRUCTURE	EA	1	\$3,500.00	\$ 3,500.00		\$ -	1	\$ 3,500.00	0	\$ -	100%
5. SKIMMER	EA	1	\$1,750.00	\$ 1,750.00		\$ -	1	\$ 1,750.00	0	\$ -	100%
6. 18" RCP	LF	45	\$38.00	\$ 1,710.00		\$ -	45	\$ 1,710.00	0	\$ -	100%
7. ANTI-SEEP COLLARS	EA	2	\$750.00	\$ 1,500.00		\$ -	2	\$ 1,500.00	0	\$ -	100%
8. ENDWALL	EA	1	\$1,000.00	\$ 1,000.00		\$ -	1	\$ 1,000.00	0	\$ -	100%
9. RIP-RAP APRON	EA	1	\$500.00	\$ 500.00		\$ -	1	\$ 500.00	0	\$ -	100%
10. SSF BAFFLE	LF	467	\$17.00	\$ 7,939.00		\$ -	467	\$ 7,939.00	0	\$ -	100%

ESCROW STATUS REPORT										GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426				
PROJECT NAME: THE VILLAGE AT BYERS STATION LOT #1 - RESIDENTIAL		SUMMARY OF ESCROW ACCOUNT						AMOUNT OF CURRENT CONST. RELEASE: \$ -						
PROJECT NUMBER:		TOTAL CONSTRUCTION (100%) = \$ 1,723,090.27						AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ 10,000.00						
PROJECT SPONSOR: BYERS COMMERCIAL, L.P.		TOWNSHIP SECURITY (10%) = \$ 172,309.03						AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ 5,000.00						
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP		CONSTRUCTION INSPECTION \$ 158,548.53						AMOUNT OF CURRENT TOTAL RELEASE: \$ 15,000.00						
ESCROW AGENT:		GRAND TOTAL ESCROWED = \$ 2,053,947.82						TOTAL OF CONST. RELEASES TO DATE: \$ 2,053,947.82						
TYPE OF SECURITY:		RELEASE NO.: 5						TOWNSHIP SECURITY REMAINING: \$ 0.01						
AGREEMENT DATE:		REQUEST DATE: July 15, 2022						CONSTRUCTION INSPECTION REMAINING: \$ (0.00)						
										TOTAL ESCROW REMAINING: \$ 0.00				
										100%				
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
SEDIMENT TRAP #3														
1. EARTHWORK				LS	1	\$9,000.00	\$ 9,000.00		\$ -	1	\$ 9,000.00	0	\$ -	100%
2. EROSION CONTROL MATTING - SLOPES				SF	9,400	\$0.25	\$ 2,350.00		\$ -	9,400	\$ 2,350.00	0	\$ -	100%
3. EMERGENCY SPILLWAY MATTING				SF	738	\$0.50	\$ 369.00		\$ -	738	\$ 369.00	0	\$ -	100%
4. OUTLET STRUCTURE				EA	1	\$3,500.00	\$ 3,500.00		\$ -	1	\$ 3,500.00	0	\$ -	100%
5. 18" HDPE				LF	48	\$32.00	\$ 1,536.00		\$ -	48	\$ 1,536.00	0	\$ -	100%
6. FLARED END SECTON				EA	1	\$500.00	\$ 500.00		\$ -	1	\$ 500.00	0	\$ -	100%
7. RIP-RAP APRON				EA	1	\$500.00	\$ 500.00		\$ -	1	\$ 500.00	0	\$ -	100%
SEDIMENT TRAP #4														
1. EARTHWORK				LS	1	\$14,000.00	\$ 14,000.00		\$ -	1	\$ 14,000.00	0	\$ -	100%
2. EROSION CONTROL MATTING - SLOPES				SF	10,300	\$0.25	\$ 2,575.00		\$ -	10,300	\$ 2,575.00	0	\$ -	100%
3. EMERGENCY SPILLWAY MATTING				SF	721	\$0.50	\$ 360.50		\$ -	721	\$ 360.50	0	\$ -	100%
4. OUTLET STRUCTURE				EA	1	\$3,500.00	\$ 3,500.00		\$ -	1	\$ 3,500.00	0	\$ -	100%
5. 18" HDPE				LF	47	\$32.00	\$ 1,504.00		\$ -	47	\$ 1,504.00	0	\$ -	100%
SEDIMENT TRAP #5														
1. EARTHWORK				LS	1	\$7,500.00	\$ 7,500.00		\$ -	1	\$ 7,500.00	0	\$ -	100%
2. EROSION CONTROL MATTING - SLOPES				SF	8,300	\$0.25	\$ 2,075.00		\$ -	8,300	\$ 2,075.00	0	\$ -	100%
3. EMERGENCY SPILLWAY MATTING				SF	425	\$0.50	\$ 212.50		\$ -	425	\$ 212.50	0	\$ -	100%
4. OUTLET STRUCTURE				EA	1	\$3,500.00	\$ 3,500.00		\$ -	1	\$ 3,500.00	0	\$ -	100%
5. 18" HDPE				LF	36	\$32.00	\$ 1,152.00		\$ -	36	\$ 1,152.00	0	\$ -	100%
6. SSF BAFFLE				LF	88	\$17.00	\$ 1,496.00		\$ -	88	\$ 1,496.00	0	\$ -	100%
SEDIMENT TRAP #6														
1. EARTHWORK				LS	1	\$3,000.00	\$ 3,000.00		\$ -	1	\$ 3,000.00	0	\$ -	100%
2. EROSION CONTROL MATTING - SLOPES				SF	9,400	\$0.25	\$ 2,350.00		\$ -	9,400	\$ 2,350.00	0	\$ -	100%
3. EMERGENCY SPILLWAY MATTING				SF	1,024	\$0.50	\$ 512.00		\$ -	1,024	\$ 512.00	0	\$ -	100%
4. OUTLET STRUCTURE				EA	1	\$3,500.00	\$ 3,500.00		\$ -	1	\$ 3,500.00	0	\$ -	100%
5. 18" HDPE				LF	40	\$32.00	\$ 1,280.00		\$ -	40	\$ 1,280.00	0	\$ -	100%
6. SSF BAFFLE				LF	76	\$17.00	\$ 1,292.00		\$ -	76	\$ 1,292.00	0	\$ -	100%
7. TIE INTO EXISTING INLET				LS	1	\$650.00	\$ 650.00		\$ -	1	\$ 650.00	0	\$ -	100%
SUBTOTAL ITEM C							\$ 143,365.50		\$ -		\$ 143,365.50		\$ -	100%
D. EARTHWORK														
1. STRIP TOPSOIL				CY	8,000	\$ 2.50	\$ 20,000.00		\$ -	8,000	\$ 20,000.00	0	\$ -	100%
2. CUT/FILL				CY	32,000	\$ 2.50	\$ 80,000.00		\$ -	32,000	\$ 80,000.00	0	\$ -	100%
3. RETURN TOPSOIL				CY	4,500	\$ 3.40	\$ 15,300.00		\$ -	4,500	\$ 15,300.00	0	\$ -	100%
SUBTOTAL ITEM D							\$ 115,300.00		\$ -		\$ 115,300.00		\$ -	100%

ESCROW STATUS REPORT						GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426	
PROJECT NAME:	THE VILLAGE AT BYERS STATION LOT #1 - RESIDENTIAL	SUMMARY OF ESCROW ACCOUNT			AMOUNT OF CURRENT CONST. RELEASE: \$ -		
PROJECT NUMBER:		TOTAL CONSTRUCTION (100%) = \$	1,723,090.27	AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$		10,000.00	
		TOWNSHIP SECURITY (10%) = \$	172,309.03	AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$		5,000.00	
PROJECT SPONSOR:	BYERS COMMERCIAL, L.P.	CONSTRUCTION INSPECTION \$	158,548.53	AMOUNT OF CURRENT TOTAL RELEASE: \$		15,000.00	
MUNICIPALITY:	UPPER UWCHLAN TOWNSHIP				TOTAL OF CONST. RELEASES TO DATE: \$	2,053,947.82	
		GRAND TOTAL ESCROWED = \$ 2,053,947.82			CONSTRUCTION ESCROW REMAINING: \$	-	
ESCROW AGENT:							
TYPE OF SECURITY:		RELEASE NO.:	5	TOWNSHIP SECURITY REMAINING: \$		0.01	
AGREEMENT DATE:		REQUEST DATE:	July 15, 2022	CONSTRUCTION INSPECTION REMAINING: \$		(0.00)	
						TOTAL ESCROW REMAINING: \$ 0.00	
						100%	

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
<b>E. STORM SEWER</b>											
1. 15" HDPE	LF	1442	\$31.00	\$ 44,702.00		\$ -	1442	\$ 44,702.00	0	\$ -	100%
2. 18" HDPE	LF	638	\$33.00	\$ 21,054.00		\$ -	638	\$ 21,054.00	0	\$ -	100%
3. 24" HDPE	LF	934	\$40.00	\$ 37,360.00		\$ -	934	\$ 37,360.00	0	\$ -	100%
4. 30" HDPE	LF	83	\$55.00	\$ 4,565.00		\$ -	83	\$ 4,565.00	0	\$ -	100%
5. 18" RCP	LF	254	\$40.00	\$ 10,160.00		\$ -	254	\$ 10,160.00	0	\$ -	100%
6. STD TYPE C INLET	EA	30	\$2,200.00	\$ 66,000.00		\$ -	30	\$ 66,000.00	0	\$ -	100%
7. MODIFIED TYPE C INLET	EA	13	\$3,000.00	\$ 39,000.00		\$ -	13	\$ 39,000.00	0	\$ -	100%
8. STD TYPE M INLET	EA	5	\$2,200.00	\$ 11,000.00		\$ -	5	\$ 11,000.00	0	\$ -	100%
9. MODIFIED TYPE M INLET	EA	1	\$3,200.00	\$ 3,200.00		\$ -	1	\$ 3,200.00	0	\$ -	100%
10. STORM MANHOLE	EA	5	\$2,500.00	\$ 12,500.00		\$ -	5	\$ 12,500.00	0	\$ -	100%
11. ENDWALLS	EA	3	\$1,250.00	\$ 3,750.00		\$ -	3	\$ 3,750.00	0	\$ -	100%
12. TIE INTO EXISTING	EA	3	\$500.00	\$ 1,500.00		\$ -	3	\$ 1,500.00	0	\$ -	100%
13. STONE BACKFILL (DARRELL DRIVE)	TN	90	\$13.00	\$ 1,170.00		\$ -	90	\$ 1,170.00	0	\$ -	100%
14. PAVING RESTORATION	SY	198	\$75.00	\$ 14,850.00		\$ -	198	\$ 14,850.00	0	\$ -	100%
15. TRAFFIC CONTROL	LS	1	\$2,500.00	\$ 2,500.00		\$ -	1	\$ 2,500.00	0	\$ -	100%
SUBTOTAL ITEM E				\$ 273,311.00		\$ -		\$ 273,311.00		\$ -	100%

<b>F. PAVING &amp; CURBING</b>											
1. FINE GRADE	SY	11,040	\$1.06	\$ 11,702.40		\$ -	11,040	\$ 11,702.40	0	\$ -	100%
2. 5" 2A MODIFIED	SY	11,040	\$4.90	\$ 54,096.00		\$ -	11,040	\$ 54,096.00	0	\$ -	100%
3. 5" 25MM BASE	SY	11,040	\$18.40	\$ 203,136.00		\$ -	11,040	\$ 203,136.00	0	\$ -	100%
4. 3" 19MM BINDER	SY	11,040	\$12.25	\$ 135,240.00		\$ -	11,040	\$ 135,240.00	0	\$ -	100%
5. CLEAN & TACK	SY	11,040	\$0.50	\$ 5,520.00		\$ -	11,040	\$ 5,520.00	0	\$ -	100%
6. 1.5" 9.5MM WEARING	SY	11,040	\$6.60	\$ 72,864.00		\$ -	11,040	\$ 72,864.00	0	\$ -	100%
7. BELGIAN BLOCK	LF	6,283	\$16.40	\$ 103,041.20		\$ -	6,283	\$ 103,041.20	0	\$ -	100%
8. WALKING TRAIL	SY	345	\$40.00	\$ 13,800.00		\$ -	345	\$ 13,800.00	0	\$ -	100%
9. CONCRETE SIDEWALK	SF	7,250	\$4.00	\$ 29,000.00		\$ -	7,250	\$ 29,000.00	0	\$ -	100%
10. CONCRETE CURB	LF	500	\$14.00	\$ 7,000.00		\$ -	500	\$ 7,000.00	0	\$ -	100%
SUBTOTAL ITEM F				\$ 635,399.60		\$ -		\$ 635,399.60		\$ -	100%

<b>G. GRAPHITE MINE ROAD</b>											
1. SAW CUT	LF	670	\$1.75	\$ 1,172.50		\$ -	670	\$ 1,172.50	0	\$ -	100%
2. DEMOLITION	LS	1	\$3,000.00	\$ 3,000.00		\$ -	1	\$ 3,000.00	0	\$ -	100%
3. BOXOUT	CY	280	\$15.00	\$ 4,200.00		\$ -	280	\$ 4,200.00	0	\$ -	100%
4. MOUNTABLE CURB	LF	70	\$40.00	\$ 2,800.00		\$ -	70	\$ 2,800.00	0	\$ -	100%
5. FINE GRADE	SY	650	\$1.50	\$ 975.00		\$ -	650	\$ 975.00	0	\$ -	100%
6. 5" 2A MODIFIED	SY	650	\$6.50	\$ 4,225.00		\$ -	650	\$ 4,225.00	0	\$ -	100%
7. 5" 25MM BASE	SY	650	\$23.00	\$ 14,950.00		\$ -	650	\$ 14,950.00	0	\$ -	100%
8. 3" 19MM BINDER	SY	650	\$17.00	\$ 11,050.00		\$ -	650	\$ 11,050.00	0	\$ -	100%
9. CLEAN & TACK	SY	650	\$0.65	\$ 422.50		\$ -	650	\$ 422.50	0	\$ -	100%
10. 1.5" 9.5MM WEARING	SY	725	\$9.00	\$ 6,525.00		\$ -	725	\$ 6,525.00	0	\$ -	100%
11. STRIPING	LS	1	\$2,000.00	\$ 2,000.00		\$ -	1	\$ 2,000.00	0	\$ -	100%
12. TRAFFIC CONTROL	LS	1	\$7,500.00	\$ 7,500.00		\$ -	1	\$ 7,500.00	0	\$ -	100%

ESCROW STATUS REPORT						GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426					
PROJECT NAME:	THE VILLAGE AT BYERS STATION <b>LOT #1 - RESIDENTIAL</b>					AMOUNT OF CURRENT CONST. RELEASE: \$ -					
PROJECT NUMBER:						AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ 10,000.00					
PROJECT SPONSOR:	BYERS COMMERCIAL, L.P.					AMOUNT OF BUILDERS CONTINGENCY RELEASE (5%): \$ 5,000.00					
MUNICIPALITY:	UPPER UWCHLAN TOWNSHIP					AMOUNT OF CURRENT TOTAL RELEASE: \$ 15,000.00					
ESCROW AGENT:						TOTAL OF CONST. RELEASES TO DATE: \$ 2,053,947.82					
TYPE OF SECURITY:						CONSTRUCTION ESCROW REMAINING: \$ -					
AGREEMENT DATE:						TOWNSHIP SECURITY REMAINING: \$ 0.01					
						CONSTRUCTION INSPECTION REMAINING: \$ (0.00)					
						TOTAL ESCROW REMAINING: \$ 0.00					
						100%					
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 G				\$ 58,820.00		\$ -		\$ 58,820.00		\$ -	100%
<b>H. SURVEYING</b>											
1. CONSTRUCTION STAKING	LS	1	\$40,000.00	\$ 40,000.00		\$ -	1.00	\$ 40,000.00	0	\$ -	100%
2. MONUMENTATION	LS	1	\$10,000.00	\$ 10,000.00		\$ -	1	\$ 10,000.00	0	\$ -	100%
3. AS-BUILTS	LS	1	\$15,000.00	\$ 15,000.00		\$ -	1	\$ 15,000.00	0	\$ -	100%
SUBTOTAL ITEM H				\$ 65,000.00		\$ -		\$ 65,000.00		\$ -	100%
<b>I. LANDSCAPING</b>											
1. SHADE TREES	EA	179	\$350.00	\$ 62,650.00		\$ -	179	\$ 62,650.00	0	\$ -	100%
2. ORNAMENTAL TREES	EA	42	\$225.00	\$ 9,450.00		\$ -	42	\$ 9,450.00	0	\$ -	100%
3. EVERGREEN TREES	EA	162	\$200.00	\$ 32,400.00		\$ -	162	\$ 32,400.00	0	\$ -	100%
4. EVERGREEN SHRUBS	EA	356	\$45.00	\$ 16,020.00		\$ -	356	\$ 16,020.00	0	\$ -	100%
5. DECIDUOUS SHRUBS	EA	361	\$45.00	\$ 16,245.00		\$ -	361	\$ 16,245.00	0	\$ -	100%
6. ORNAMENTAL GRASSES	EA	56	\$15.00	\$ 840.00		\$ -	56	\$ 840.00	0	\$ -	100%
SUBTOTAL ITEM I				\$ 137,605.00		\$ -		\$ 137,605.00		\$ -	100%
<b>J. MISCELLANEOUS</b>											
1. STREET LIGHTS	EA	22	\$3,500.00	\$ 77,000.00		\$ -	22	\$ 77,000.00	0	\$ -	100%
2. ADA RAMP W/TRUNCATED DOMES	EA	16	\$ 1,000.00	\$ 16,000.00		\$ -	16	\$ 16,000.00	0	\$ -	100%
3. SIGNS	EA	30	\$ 200.00	\$ 6,000.00		\$ -	30	\$ 6,000.00	0	\$ -	100%
4. PAVEMENT MARKINGS	LS	1	\$ 7,500.00	\$ 7,500.00		\$ -	1	\$ 7,500.00	0	\$ -	100%
5. TOT LOT	LS	1	\$ 80,000.00	\$ 80,000.00		\$ -	1	\$ 80,000.00	0	\$ -	100%
6. BASIN FENCING	Llf	3,940	\$ 15.00	\$ 59,100.00		\$ -	3940	\$ 59,100.00	0	\$ -	100%
SUBTOTAL ITEM J				\$ 245,600.00		\$ -		\$ 245,600.00		\$ -	100%
<b>TOTAL IMPROVEMENTS - ITEMS A-N</b>											
K. TOWNSHIP SECURITY (10%)				\$ 172,309.03		\$ 10,000.00		\$ 172,309.02		\$ 0.01	100%
L. CONSTRUCTION INSPECTION				\$ 158,548.53		\$ 5,000.00		\$ 158,548.53		\$ (0.00)	100%
<b>NET CONSTRUCTION RELEASE</b>											
				\$ 2,053,947.82		\$ 15,000.00		\$ 2,053,947.82		\$ 0.00	100%
<b>SURETY AMOUNT</b>											
				\$ 2,053,947.82		\$ 15,000.00		\$ 2,053,947.82		\$ 0.00	100%

ALYSON M. ZARRO  
alyson@rrhc.com  
extension 202



July 27, 2022

*via hand delivery*

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

**Re: Toll/Villages at Chester Springs (f/k/a Village at Byers Station f/k/a Byers Station Parcel 5C Lot 1)  
Sanitary Sewer Dedication**

Dear Gwen:

Enclosed in connection with dedication of Sanitary Sewer Facilities in the Villages of Chester Springs are the following documents:

1. Three (3) originals of a Maintenance Security Agreement among Toll PA II, L.P. ("Toll"), the Township and the Township Municipal Authority, which have been executed on behalf of Toll;
2. Three (3) originals of a Grant of Sanitary Sewer Easements and Dedication of Sanitary Sewer Pipeline Facilities between Byers Commercial, LP and the Township which have been executed on behalf of Byers Commercial, LP; and
3. One (1) original Maintenance Bond No. 09237398M.

There is an additional Grant of Sanitary Sewer Easement and Dedication of Sanitary Sewer Pipeline Facilities that affects the commercial property, Lot 2B, which is currently being executed and will be submitted under separate cover.

Additionally, enclosed is the Final Release Request for Performance Surety Bond No. 09237398, which is the Bond posted for Sanitary Sewer Improvements in the development.

rrhc.com

PO Box 1265 717 Constitution Drive, Suite 201 Exton, PA 19341 P. 610-458-4400 F. 610-458-4441

1111111111

Gwen Jonik, Township Secretary

Upper Uwchlan Township

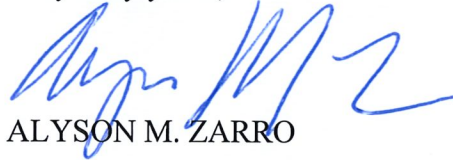
July 27, 2022

Page 2

Provided that we are able to obtain and submit the off-site sewer easement, we request that the Offer of Dedication and Final Release Request be placed on the Board of Supervisors agenda for consideration at its meeting on August 15, 2022.

As always, please feel free to contact me with questions. Thank you.

Very truly yours,



ALYSON M. ZARRO

AMZ/mrm

Enclosures

cc: Tony Scheivert, Township Manager (*w/enclosures via email*)  
Matt Brown, Authority Administrator (*w/enclosures via email*)  
Kristin Camp, Esquire, Township Solicitor (*w/enclosures via email*)  
Chris Frantz, Esquire, Township Municipal Authority Solicitor (*w/enclosures via email*)  
Justin Hunt, Toll Brothers (*w/enclosures via email*)

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

UPI No.:        Part of 32-4-497

**GRANT OF SANITARY SEWER EASEMENTS  
AND DEDICATION OF SANITARY SEWER PIPELINE FACILITIES  
VILLAGES AT CHESTER SPRINGS**

**THIS GRANT OF SANITARY SEWER EASEMENTS AND DEDICATION OF SANITARY SEWER PIPELINE FACILITIES**, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ and effective this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between **BYERS COMMERCIAL, LP**, a Pennsylvania limited partnership, with offices at 1140 Virginia Drive, Fort Washington, Pennsylvania 19034 (hereinafter called "Grantor"); and

**UPPER UWCHLAN TOWNSHIP**, a municipal corporation duly organized pursuant to the Pennsylvania Second Class Township Code, 53 P.S. § 65101, *et seq.*, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (hereinafter called "Grantee").

**BACKGROUND**

**WHEREAS**, Grantor is the developer of a certain residential development situated in Upper Uwchlan Township, Chester County, Pennsylvania known as the "Villages at Chester Springs", which is identified as "Lot #1" ("Property") on a plan entitled, "Subdivision & Amended Final PRD Plans Parcel 5-C – The Village at Byers Station" prepared by Bohler Engineering dated May 20, 2016 and last revised September 19, 2018, which was recorded in the Office of the Chester County Recorder of Deeds at Plan No. 20443 ("Final Plan"); and

**WHEREAS**, as part of the development of the Property, certain sanitary sewer pipeline facilities with accessories and appurtenances thereto ("Sanitary Sewer Facilities") were constructed within the Property; and

**WHEREAS**, Grantor desires to dedicate and transfer to Grantee easements within the Property, which were reserved to Grantor pursuant to a Deed dated April 2, 2019 and recorded in the Office of the Chester County Recorder of Deeds on April 9, 2019 in Book 9907, Page 29, for the purposes of inspecting, maintaining, servicing, repairing and replacing the Sanitary



Sewer Facilities and to dedicate and transfer the Sanitary Sewer Facilities located therein to Grantee; and

**WHEREAS**, Grantee has agreed to accept dedication and transfer of said easements and said Sanitary Sewer Facilities in accordance with the terms and conditions stated herein.

**WITNESSETH:**

That the said Grantor, for and in consideration of One Dollar (\$1.00) as well as the advantages to it accruing, as well as for divers other consideration affecting the public welfare which it seeks to advance, has granted, bargained, and sold, and by these presents does grant, bargain and sell unto the said Grantee, its successors and assigns, perpetual, non-exclusive easements on the Property, identified as "Variable Width Access and Utility Easement" on Sheet 4 of 14 of the Record Plan of the Final Plan attached hereto as Exhibit "A" and made a part hereof, which is further described on Exhibit "B" attached hereto and made a part hereof, and identified as "Variable Width Sanitary Sewer Easement" on Exhibit "C" attached hereto and made a part hereof, which is further described on Exhibit "D" attached hereto and made a part hereof, (collectively, the "Easement Areas") for the purposes of inspecting, maintaining, servicing, repairing and replacing the Sanitary Sewer Facilities and all necessary access thereto (collectively, the "Sanitary Sewer Easements").

**ALL THOSE CERTAIN** Sanitary Sewer Easements, located in Upper Uwchlan Township, Chester County, Commonwealth of Pennsylvania, as more particularly identified on Exhibits "A" and "C" and described on Exhibits "B" and "D" attached hereto and made a part hereof.

**TOGETHER WITH** transfer of Grantor's right, title and interest in and to the Sanitary Sewer Facilities that are located within the Easement Areas.

**UNDER AND SUBJECT**, nevertheless to the following:

(a) Grantee shall have the right to excavate within the Easement Areas for the purpose of maintaining, repairing, installing, removing, replacing and enlarging any part or portion of the Sanitary Sewer Facilities, either now existing or hereafter constructed on or within the Easement Areas, subject only to the duty to restore the Easement Areas as nearly as is practicable to the same condition as it was in at the time of commencement of such work.

(b) Other conditions, easements and restrictions of record.

**TO HAVE AND TO HOLD** the Sanitary Sewer Easements and the Sanitary Sewer Facilities, all as above described, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of said Grantee, its successors and assigns forever, for the purpose of free access to replace, repair, renew, and maintain said Sanitary Sewer Facilities as well as all of the Grantor's right, title and interest and to said Sanitary Sewer Facilities, and for no other use or purpose whatsoever.

**AND FURTHER**, that the said Grantor, for itself, its successors and assigns, by these presents covenants, promises and agrees to and with the said Grantee, its successors and assigns, that neither the Grantor, nor its successors or assigns, shall or will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the transfer of ownership of Grantor's right, title and interest in and to the Sanitary Sewer Facilities as now established by the Grantee, and by reason of this Grant.

**AND FURTHER**, that the said Grantor, for itself, and its successors and assigns, by these presents further covenant, promise and agree to WARRANT AND FOREVER DEFEND the Grantee, its successors and assigns, against any and all person or persons whomsoever, lawfully claiming or to claim the Sanitary Sewer Facilities above described or any part thereof, by, from or under him, her, them or any of them.

***SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, Grantor and Grantee have caused this instrument to be executed by their respective duly authorized officers the day and year above written.

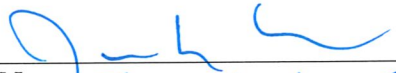
**ACCEPTED** by Upper Uwchlan Township on \_\_\_\_\_, 2022.

GRANTOR:

BYERS COMMERCIAL, LP,  
a Pennsylvania limited partnership  
By: BYERS COMMERCIAL LLC,  
a Delaware limited liability company,  
its general partner  
By: TOLL PA II, L.P., a Pennsylvania  
limited partnership, its member  
BY: TOLL MID-ATLANTIC LP  
COMPANY, INC., a Delaware corporation,  
its general partner

Attest:

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

By:   
Name: JUSTIN K HUNT  
Title: SENIOR LAND DEVELOPMENT MANAGER

Attest:

GRANTEE:  
UPPER UWCHLAN TOWNSHIP

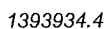
By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Sandra M. D'Amico  
Chairperson, Board of Supervisors

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

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

My Commission Expires:



## ACKNOWLEDGMENT

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 202\_, before me, a Notary Public in and for the above County and State, personally appeared Sandra M. D’Amico, who acknowledged herself to be the Chairperson of the Upper Uwchlan Township Board of Supervisors, and that she as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Notary Public

My Commission Expires:

## **EXHIBIT “A”**

[See attached plan.]

VARIABLE WIDTH ACCESS  
UTILITY EASEMENT THROUGH  
SEES AT CHESTER SPRINGS  
LAN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

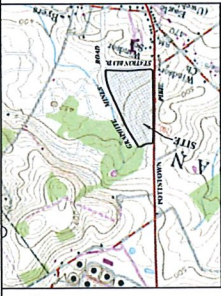
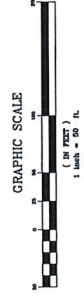
ESE Consultants, Inc.  
1140 Virginia Drive • Fort Washington, PA 19014  
T: 215-814-2050

**OWNER OF RECORD:**  
TOLL PA E. L.P.  
1140 VIRGINIA DRIVE  
FORT WASHINGTON, PA 19034  
(215) 938-8000

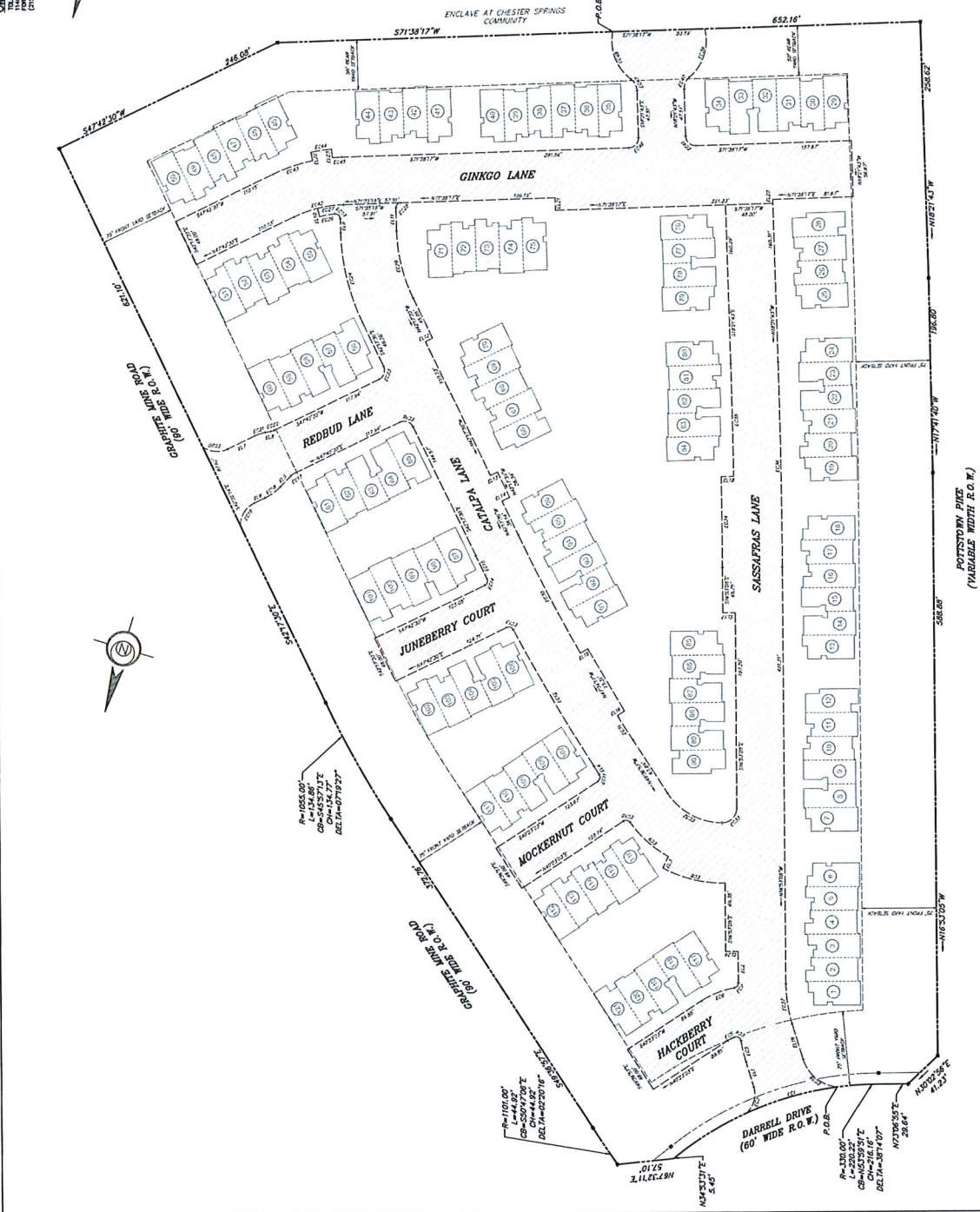
DATE:	04/20/22	SCALE:	1"=50'
DESIGN:	N/A	DRAWN:	RMS
JOB NO.:	1504	FILE NAME:	EX50.01
NO.:	EX50.01		
SHEET NO.:	1	OF	1

NOTES:

1. BASE INFORMATION COMPILED FROM A PLAN ENTITLED, "BTERS STATION, SUBDIVISION AND AMENDED FINAL PLANS, PARCEL 5-C-THE VILLAGES AT BTERS STATION," PREPARED BY BOILER ENGINEERING, DATED MAY 29, 2016, LAST REVISED SEPTEMBER 19, 2018, AND RECORDED ON NOVEMBER 29, 2018, DOCUMENT NO. 11641320, IN THE CHESTER COUNTY RECORDER OF DEEDS OFFICE.
2. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

[illegible]

CASHEM LINE TABLE		CASHEM LINE TABLE	
LINE	IN ALPHABET	LINE	IN ALPHABET
CL1	523336 05	CL1	523336 05
CL2	523336 05	CL2	523336 05
CL3	523336 05	CL3	523336 05
CL4	549726 37	CL4	549726 37
CL5	N2742 30	CL5	N2742 30
CL6	N4742 30	CL6	N4742 30
CL7	549726 30	CL7	549726 30
CL8	549726 30	CL8	549726 30
CL9	549726 30	CL9	549726 30
CL10	500187 43	CL10	500187 43
CL11	N4187 30	CL11	N4187 30
CL12	N4187 30	CL12	N4187 30
CL13	549726 30	CL13	549726 30
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CL16	N27306 55	CL16	N27306 55
CL17	N27306 55	CL17	N27306 55
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CL19	N43336 55	CL19	N43336 55
CL20	52727 56	CL20	52727 56
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CL98	52727 56	CL98	52727 56
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CL100	52727 56	CL100	52727 56



## **EXHIBIT “B”**

[See attached legal description.]



# ESE CONSULTANTS

ENGINEERING · PLANNING · SURVEYING · ENVIRONMENTAL

April 20, 2022

## DESCRIPTION OF PROPERTY VARIABLE WIDTH ACCESS AND UTILITY EASEMENT THROUGH VILLAGES AT CHESTER SPRINGS

All that certain easement in the Upper Uwchlan Township, Chester County, Commonwealth of Pennsylvania, as shown on a plan entitled "Exhibit Plan, Variable Width Access and Utility Easement Through Villages at Chester Springs", prepared by ESE Consultants, Inc., Fort Washington, Pa 19034, dated April 20., 2022, recorded or about to be recorded in the Chester County Recorder of Deeds Office, more particularly described as follows:

Beginning at the southwesterly corner of the Variable Width Access and Utility Easement, a point on the curved southerly side of Darrell Drive (60' Wide R.O.W.) and running;

1. Along said southerly side, passing along an arc of a circle curving to the left, having a radius of 330.00 feet, an arc distance of 97.11 feet, a chord bearing of North 57 degrees 26 minutes 13 seconds East, a chord distance of 96.76 feet to a point of cusp; thence
2. Passing through the Villages at Chester Springs, the following thirty-eight (38) courses and distances, passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 29.50 feet, a chord bearing of South 00 degrees 10 minutes 01 seconds East, a chord distance of 27.82 feet to a point of tangency; thence
3. South 33 degrees 38 minutes 05 seconds East, a distance of 26.38 feet to a point of curve; thence
4. Passing along an arc of a circle curving to the right, having a radius of 165.00 feet, an arc distance of 21.94 feet, a chord bearing of South 29 degrees 49 minutes 33 seconds East, a chord distance of 21.92 feet to a point of reverse curve; thence
5. Passing along an arc of a circle curving to the left, having a radius of 5.00 feet, an arc distance of 8.98 feet, a chord bearing of South 77 degrees 27 minutes 19 seconds East, a chord distance of 7.82 feet to a point of compound curve; thence
6. Passing along an arc of a circle curving to the left, having a radius of 41.00 feet, an arc distance of 7.67 feet, a chord bearing of North 45 degrees 44 minutes 43 seconds East, a chord distance of 7.66 feet to a point of tangency; thence
7. North 40 degrees 23 minutes 03 seconds East, a distance of 89.85 feet; thence
8. South 49 degrees 36 minutes 57 seconds East, a distance of 48.00 feet; thence
9. South 40 degrees 23 minutes 03 seconds West, a distance of 89.85 feet to a point of curve; thence
10. Passing along an arc of a circle curving to the right, having a radius of 89.00 feet, an arc distance of 35.96 feet, a chord bearing of South 51 degrees 57 minutes 33 seconds West, a chord distance of 35.72 feet to a point of reverse curve; thence
11. Passing along an arc of a circle curving to the left, having a radius of 5.00 feet, an arc distance of 7.02 feet, a chord bearing of South 23 degrees 19 minutes 29 seconds West, a chord distance of 6.46 feet to a point of tangency; thence
12. South 16 degrees 53 minutes 05 seconds East, a distance of 32.04 feet; thence
13. North 73 degrees 06 minutes 55 seconds East, a distance of 12.67 feet; thence
14. South 16 degrees 53 minutes 05 seconds East, a distance of 69.35 feet; thence
15. Passing along an arc of a circle curving to the right, having a radius of 126.85 feet, an arc distance of 65.43 feet, a chord bearing of North 87 degrees 06 minutes 02 seconds East, a chord distance of 64.71 feet; thence
16. South 09 degrees 46 minutes 28 seconds West, a distance of 12.68 feet; thence
17. Passing along an arc of a circle curving to the right, having a radius of 114.00 feet, an arc distance of 52.33 feet, a chord bearing of South 64 degrees 43 minutes 41 seconds East, a chord distance of 51.87 feet to a point of reverse curve; thence

---

ESE Consultants, Inc.

1140 Virginia Drive · Fort Washington, PA 19034  
(215) 914-2050

Description of Property  
Variable Width Access and Utility Easement through  
The Villages at Chester Springs  
April 20, 2022

18. Passing along an arc of a circle curving to the left, having a radius of 5.00 feet, an arc distance of 7.68 feet, a chord bearing of North 84 degrees 24 minutes 10 seconds East, a chord distance of 6.95 feet to a point of tangency; thence
19. North 40 degrees 23 minutes 03 seconds East, a distance of 123.74 feet; thence
20. South 49 degrees 36 minutes 57 seconds East, a distance of 48.00 feet; thence
21. South 40 degrees 23 minutes 03 seconds West, a distance of 123.67 feet to a point of curve; thence
22. Passing along an arc of a circle curving to the left, having a radius of 5.00 feet, an arc distance of 7.85 feet, a chord bearing of South 04 degrees 36 minutes 57 seconds East, a chord distance of 7.07 feet to a point of tangency; thence
23. South 49 degrees 36 minutes 57 seconds East, a distance of 9.97 feet to a point of curve; thence
24. Passing along an arc of a circle curving to the right, having a radius of 1909.00 feet, an arc distance of 160.45 feet, a chord bearing of South 47 degrees 12 minutes 29 seconds East, a chord distance of 160.41 feet to a point of reverse curve; thence
25. Passing along an arc of a circle curving to the left, having a radius of 5.00 feet, an arc distance of 7.64 feet, a chord bearing of South 88 degrees 32 minutes 45 seconds East, a chord distance of 6.91 feet to a point of tangency; thence
26. North 47 degrees 42 minutes 30 seconds East, a distance of 124.71 feet; thence
27. South 42 degrees 17 minutes 30 seconds East, a distance of 48.00 feet; thence
28. South 47 degrees 42 minutes 30 seconds West, a distance of 123.05 feet to a point of curve; thence
29. Passing along an arc of a circle curving to the left, having a radius of 5.00 feet, an arc distance of 7.92 feet, a chord bearing of South 02 degrees 19 minutes 21 seconds West, a chord distance of 7.12 feet to a point of reverse curve; thence
30. Passing along an arc of a circle curving to the right, having a radius of 1909.00 feet, an arc distance of 25.70 feet, a chord bearing of South 42 degrees 40 minutes 39 seconds East, a chord distance of 25.70 feet to a point of tangency; thence
31. South 42 degrees 17 minutes 30 seconds East, a distance of 144.57 feet to a point of curve; thence
32. Passing along an arc of a circle curving to the left, having a radius of 10.00 feet, an arc distance of 15.71 feet, a chord bearing of South 87 degrees 17 minutes 30 seconds East, a chord distance of 14.14 feet to a point of tangency; thence
33. North 47 degrees 42 minutes 30 seconds East, a distance of 117.94 feet to a point of curve; thence
34. Passing along an arc of a circle curving to the left, having a radius of 15.00 feet, an arc distance of 5.24 feet, a chord bearing of North 37 degrees 42 minutes 30 seconds East, a chord distance of 5.21 feet to a point of tangency; thence
35. North 27 degrees 42 minutes 30 seconds East, a distance of 15.43 feet to a point of curve; thence
36. Passing along an arc of a circle curving to the right, having a radius of 55.00 feet, an arc distance of 19.20 feet, a chord bearing of North 37 degrees 42 minutes 30 seconds East, a chord distance of 19.10 feet to a point of tangency; thence
37. North 47 degrees 42 minutes 30 seconds East, a distance of 12.19 feet to a point of curve; thence
38. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 27.29 feet, a chord bearing of North 16 degrees 26 minutes 15 seconds East, a chord distance of 25.95 feet to a point on the southerly side of Graphite Mine Road (90' Wide R.O.W.); thence
39. Along said southerly side, South 42 degrees 35 minutes 14 seconds East, a distance of 87.62 feet to a point of cusp; thence
40. Passing through The Villages at Chester Springs, the following forty-eight (48) courses and distance, passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 26.92 feet, a chord bearing of South 78 degrees 33 minutes 12 seconds West, a chord distance of 25.64 feet to a point of tangency; thence
41. South 47 degrees 42 minutes 30 seconds West, a distance of 30.29 feet to a point of curve; thence
42. Passing along an arc of a circle curving to the right, having a radius of 45.00 feet, an arc distance of 11.78 feet, a chord bearing of South 55 degrees 12 minutes 30 seconds West, a chord distance of 11.75 feet to a point of tangency; thence

Description of Property  
Variable Width Access and Utility Easement through  
The Villages at Chester Springs  
April 20, 2022

43. South 62 degrees 42 minutes 30 seconds West, a distance of 5.62 feet to a point of curve; thence
44. Passing along an arc of a circle curving to the left, having a radius of 15.00 feet, an arc distance of 3.93 feet, a chord bearing of South 55 degrees 12 minutes 30 seconds West, a chord distance of 3.92 feet to a point of tangency; thence
45. South 47 degrees 42 minutes 30 seconds West, a distance of 117.94 feet to a point of curve; thence
46. Passing along an arc of a circle curving to the left, having a radius of 10.00 feet, an arc distance of 15.71 feet, a chord bearing of South 02 degrees 42 minutes 30 seconds West, a chord distance of 14.14 feet to a point of tangency; thence
47. South 42 degrees 17 minutes 30 seconds East, a distance of 49.20 feet to a point of curve; thence
48. Passing along an arc of a circle curving to the right, having a radius of 224.00 feet, an arc distance of 93.55 feet, a chord bearing of South 30 degrees 19 minutes 37 seconds East, a chord distance of 92.88 feet to a point of tangency; thence
49. South 18 degrees 21 minutes 43 seconds East, a distance of 14.40 feet to a point of curve; thence
50. Passing along an arc of a circle curving to the left, having a radius of 5.00 feet, an arc distance of 8.24 feet, a chord bearing of South 65 degrees 33 minutes 11 seconds East, a chord distance of 7.34 feet to a point of compound curve; thence
51. Passing along an arc of a circle curving to the left, having a radius of 116.33 feet, an arc distance of 16.02 feet, a chord bearing of North 63 degrees 18 minutes 40 seconds East, a chord distance of 16.01 feet; thence
52. South 30 degrees 18 minutes 14 seconds East, a distance of 8.65 feet to a point of curve; thence
53. Passing along an arc of a circle curving to the right, having a radius of 125.00 feet, an arc distance of 26.99 feet, a chord bearing of South 65 degrees 37 minutes 47 seconds West, a chord distance of 26.94 feet to a point of tangency; thence
54. South 71 degrees 35 minutes 19 seconds West, a distance of 57.91 feet to a point of cusp; thence
55. Passing along an arc of a circle curving to the left, having a radius of 5.00 feet, an arc distance of 7.85 feet, a chord bearing of North 26 degrees 39 minutes 53 seconds East, a chord distance of 7.07 feet to a point of tangency; thence
56. North 18 degrees 18 minutes 30 seconds West, a distance of 23.25 feet to a point of curve; thence
57. Passing along an arc of a circle curving to the left, having a radius of 167.33 feet, an arc distance of 70.04 feet, a chord bearing of North 30 degrees 18 minutes 00 seconds West, a chord distance of 69.53 feet to a point of tangency; thence
58. North 42 degrees 17 minutes 30 seconds West, a distance of 45.05 feet; thence
59. North 47 degrees 42 minutes 30 seconds East, a distance of 8.00 feet; thence
60. North 42 degrees 17 minutes 30 seconds West, a distance of 150.23 feet; thence
61. South 47 degrees 42 minutes 30 seconds West, a distance of 8.00 feet; thence
62. North 42 degrees 17 minutes 30 seconds West, a distance of 28.34 feet; thence
63. North 47 degrees 42 minutes 30 seconds East, a distance of 8.67 feet; thence
64. North 42 degrees 17 minutes 30 seconds West, a distance of 38.14 feet to a point of curve; thence
65. Passing along an arc of a circle curving to the left, having a radius of 1861.00 feet, an arc distance of 134.66 feet, a chord bearing of North 44 degrees 21 minutes 53 seconds West, a chord distance of 134.64 feet; thence
66. South 43 degrees 32 minutes 30 seconds West, a distance of 8.67 feet; thence
67. North 47 degrees 34 minutes 17 seconds West, a distance of 73.31 feet; thence
68. North 41 degrees 18 minutes 55 seconds East, a distance of 8.67 feet; thence
69. Passing along an arc of a circle curving to the left, having a radius of 1861.00 feet, an arc distance of 29.58 feet, a chord bearing of North 49 degrees 09 minutes 38 seconds West, a chord distance of 29.58 feet to a point of tangency; thence
70. North 49 degrees 36 minutes 57 seconds West, a distance of 63.89 feet to a point of curve; thence
71. Passing along an arc of a circle curving to the left, having a radius of 66.00 feet, an arc distance of 65.31 feet, a chord bearing of North 77 degrees 57 minutes 52 seconds West, a chord distance of 62.68 feet to a point of compound curve; thence

Description of Property  
Variable Width Access and Utility Easement through  
The Villages at Chester Springs  
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72. Passing along an arc of a circle curving to the left, having a radius of 15.00 feet, an arc distance of 23.71 feet, a chord bearing of South 28 degrees 24 minutes 04 seconds West, a chord distance of 21.32 feet to a point of tangency; thence
73. South 16 degrees 53 minutes 05 seconds East, a distance of 197.20 feet; thence
74. North 73 degrees 06 minutes 55 seconds East, a distance of 12.67 feet; thence
75. South 16 degrees 53 minutes 05 seconds East, a distance of 45.75 feet to a point of curve; thence
76. Passing along an arc of a circle curving to the left, having a radius of 7353.22 feet, an arc distance of 91.53 feet, a chord bearing of South 17 degrees 12 minutes 51 seconds East, a chord distance of 91.53 feet; thence
77. South 72 degrees 27 minutes 36 seconds West, a distance of 12.67 feet; thence
78. Passing along an arc of a circle curving to the left, having a radius of 7976.00 feet, an arc distance of 113.98 feet, a chord bearing of South 17 degrees 57 minutes 10 seconds East, a chord distance of 113.97 feet to a point of tangency; thence
79. South 18 degrees 21 minutes 43 seconds East, a distance of 160.29 feet; thence
80. South 71 degrees 38 minutes 17 seconds West, a distance of 48.00 feet; thence
81. North 18 degrees 21 minutes 43 seconds West, a distance of 160.31 feet to a point of curve; thence
82. Passing along an arc of a circle curving to the right, having a radius of 8024.00 feet, an arc distance of 206.88 feet, a chord bearing of North 17 degrees 37 minutes 24 seconds West, a chord distance of 206.87 feet to a point of tangency; thence
83. North 16 degrees 53 minutes 05 seconds West, a distance of 421.21 feet to a point of curve; thence
84. Passing along an arc of a circle curving to the left, having a radius of 140.00 feet, an arc distance of 40.93 feet, a chord bearing of North 25 degrees 15 minutes 35 seconds West, a chord distance of 40.78 feet to a point of tangency; thence
85. North 33 degrees 38 minutes 05 seconds West, a distance of 37.39 feet to a point of curve; thence
86. Passing along an arc of a circle curving to the left, having a radius of 40.00 feet, an arc distance of 47.67 feet, a chord bearing of North 67 degrees 53 minutes 07 seconds West, a chord distance of 44.89 feet to the first mentioned point and place of beginning.

Subject to a 75' Front Yard Setback as shown on the above referenced plan.  
Subject to easements and restrictions of record, if any.

**Together with another portion of A Variable Width Access and Utility Easement as shown on the above referenced plan and is described as follows:**

Beginning at the southeasterly corner of the Variable Width Access and Utility easement, a point online of Enclave at Chester Springs Community and running;

1. Along Enclave at Chester Springs Community, South 71 degrees 38 minutes 17 seconds West, a distance of 93.59 feet to a point of curve; thence
2. Passing through The Villages at Chester Springs, the following twenty-six (26) courses and distances, passing along an arc of a circle curving to the right, having a radius of 48.00 feet, an arc distance of 54.13 feet, a chord bearing of North 01 degrees 05 minutes 12 seconds East, a chord distance of 51.30 feet to a point of reverse curve; thence
3. Passing along an arc of a circle curving to the left, having a radius of 15.00 feet, an arc distance of 13.55 feet, a chord bearing of North 07 degrees 30 minutes 52 seconds East, a chord distance of 13.09 feet to a point of tangency; thence
4. North 18 degrees 21 minutes 43 seconds West, a distance of 47.51 feet to a point of curve; thence
5. Passing along an arc of a circle curving to the left, having a radius of 10.00 feet, an arc distance of 15.71 feet, a chord bearing of North 63 degrees 21 minutes 44 seconds West, a chord distance of 14.14 feet to a point of tangency; thence
6. South 71 degrees 38 minutes 17 seconds West, a distance of 157.67 feet; thence

Description of Property  
Variable Width Access and Utility Easement through  
The Villages at Chester Springs  
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7. North 18 degrees 21 minutes 43 seconds West, a distance of 56.67 feet; thence
8. North 71 degrees 38 minutes 17 seconds East, a distance of 81.67 feet; thence
9. North 18 degrees 21 minutes 43 seconds West, a distance of 4.00 feet; thence
10. North 71 degrees 38 minutes 17 seconds East, a distance of 221.23 feet; thence
11. South 18 degrees 21 minutes 43 seconds East, a distance of 12.67 feet; thence
12. North 71 degrees 38 minutes 17 seconds East, a distance of 156.15 feet; thence
13. North 71 degrees 35 minutes 19 seconds East, a distance of 57.91 feet to a point of curve; thence
14. Passing along an arc of a circle curving to the left, having a radius of 125.00 feet, an arc distance of 52.60 feet, a chord bearing of North 59 degrees 45 minutes 44 seconds East, a chord distance of 52.21 feet to a point of tangency; thence
15. North 47 degrees 42 minutes 30 seconds East, a distance of 110.03 feet; thence
16. South 42 degrees 17 minutes 30 seconds East, a distance of 48.00 feet; thence
17. South 47 degrees 42 minutes 30 seconds West, a distance of 110.15 feet to a point of curve; thence
18. Passing along an arc of a circle curving to the right, having a radius of 173.00 feet, an arc distance of 42.14 feet, a chord bearing of South 54 degrees 41 minutes 14 seconds West, a chord distance of 42.04 feet; thence
19. South 28 degrees 06 minutes 44 seconds East, a distance of 8.68 feet to a point of curve; thence
20. Passing along an arc of a circle curving to the right, having a radius of 184.97 feet, an arc distance of 21.40 feet, a chord bearing of South 65 degrees 04 minutes 53 seconds West, a chord distance of 21.39 feet; thence
21. North 21 degrees 47 minutes 06 seconds West, a distance of 8.67 feet to a point of curve; thence
22. Passing along an arc of a circle curving to the right, having a radius of 173.00 feet, an arc distance of 9.67 feet, a chord bearing of South 70 degrees 02 minutes 15 seconds West, a chord distance of 9.66 feet to a point of tangency; thence
23. South 71 degrees 38 minutes 17 seconds West, a distance of 291.56 feet to a point of curve; thence
24. Passing along an arc of a circle curving to the left, having a radius of 10.00 feet, an arc distance of 15.71 feet, a chord bearing of South 26 degrees 38 minutes 17 seconds West, a chord distance of 14.14 feet to a point of tangency; thence
25. South 18 degrees 21 minutes 43 seconds East, a distance of 47.51 feet to a point of curve; thence
26. Passing along an arc of a circle curving to the left, having a radius of 15.00 feet, an arc distance of 13.55 feet, a chord bearing of South 44 degrees 14 minutes 21 seconds East, a chord distance of 13.09 feet to a point of reverse curve; thence
27. Passing along an arc of a circle curving to the right, having a radius of 48.00 feet, an arc distance of 54.13 feet, a chord bearing of South 37 degrees 48 minutes 41 seconds East, a chord distance of 51.30 feet to the first mentioned point and place of beginning.

Subject to a 50' Rear Yard Setback as shown on the above referenced plan.

Subject to a 75' Front Yard Setback as shown on the above referenced plan.

Subject to easements and restrictions, if any.

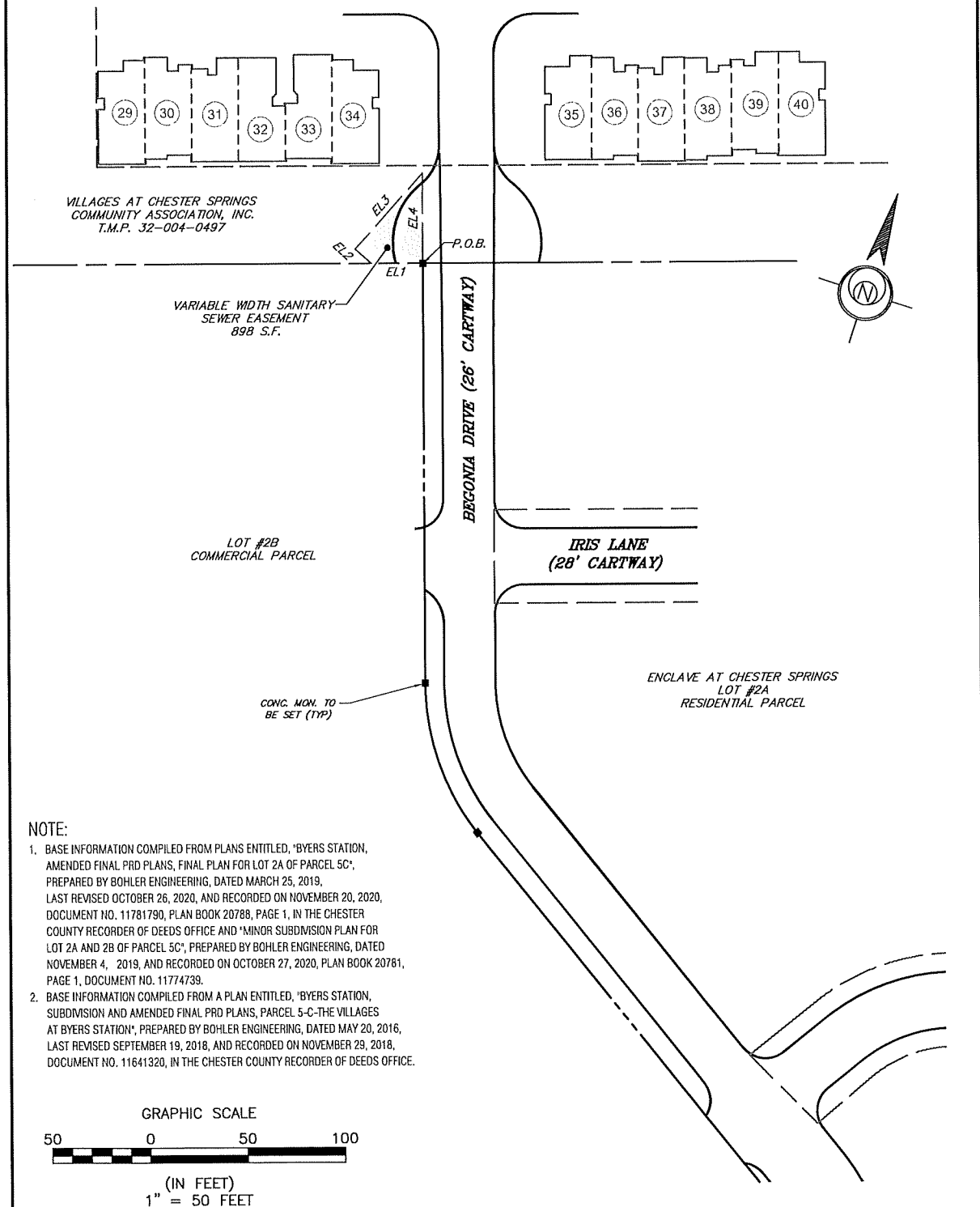
Description prepared by ESE Consultants, Inc., Fort Washington Pa 19034.

## **EXHIBIT “C”**

[See attached plan.]

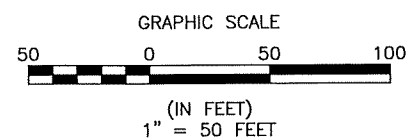


EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
EL1	S71°38'17"W	26.44'
EL2	N65°38'29"W	11.02'
EL3	N23°19'13"E	51.94'
EL4	S18°21'43"E	46.27'



# NOTE:

1. BASE INFORMATION COMPILED FROM PLANS ENTITLED, "BYERS STATION, AMENDED FINAL PRD PLANS, FINAL PLAN FOR LOT 2A OF PARCEL 5C", PREPARED BY BOHLER ENGINEERING, DATED MARCH 25, 2019, LAST REVISED OCTOBER 26, 2020, AND RECORDED ON NOVEMBER 20, 2020, DOCUMENT NO. 11781790, PLAN BOOK 20788, PAGE 1, IN THE CHESTER COUNTY RECORDER OF DEEDS OFFICE AND "MINOR SUBDIVISION PLAN FOR LOT 2A AND 2B OF PARCEL 5C", PREPARED BY BOHLER ENGINEERING, DATED NOVEMBER 4, 2019, AND RECORDED ON OCTOBER 27, 2020, PLAN BOOK 20781, PAGE 1, DOCUMENT NO. 11774739.
2. BASE INFORMATION COMPILED FROM A PLAN ENTITLED, "BYERS STATION, SUBDIVISION AND AMENDED FINAL PRD PLANS, PARCEL 5-C-THE VILLAGES AT BYERS STATION", PREPARED BY BOHLER ENGINEERING, DATED MAY 20, 2016, LAST REVISED SEPTEMBER 19, 2018, AND RECORDED ON NOVEMBER 29, 2018, DOCUMENT NO. 11641320, IN THE CHESTER COUNTY RECORDER OF DEEDS OFFICE.



**ESE CONSULTANTS**  
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

ESE Consultants, Inc.  
1540 Virginia Drive • Fort Washington, PA 19034  
717-694-2050

## PLAN EXHIBIT VARIABLE WIDTH SANITARY SEWER EASEMENT THROUGH T.M.P. #32-004-0497

UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

DATE: 04/13/22	CHECKED: JMH	PROJECT NO. 7648
SCALE: 1"=50'	FILE NAME: EX50.01	
DRAWN: KMS	SHEET NO.: 1	OF 1

## **EXHIBIT “D”**

[See attached legal description.]



# ESE CONSULTANTS

ENGINEERING · PLANNING · SURVEYING · ENVIRONMENTAL

April 13, 2022

DESCRIPTION OF PROPERTY  
VARIABLE WIDTH SANITARY SEWER EASEMENT  
THROUGH  
T.M.P. #32-004-0497

All that certain easement in the Upper Uwchlan Township, Chester County, Commonwealth of Pennsylvania, as shown on a plan entitled "Plan Exhibit, Variable Width Sanitary Sewer Easement Through T.M.P. #32-004-0497", prepared by ESE Consultants, Inc., Fort Washington, Pa 19034, dated March 22, 2022, recorded or about to be recorded in the Chester County Recorder of Deeds Office, more particularly described as follows:

Beginning at a common corner of Lot #2B, Commercial Parcel, and Lot #2A, Residential Parcel, a point online of T.M.P. #32-004-0497, a concrete monument to be set and running;

1. Along Lot #2B, Commercial Parcel, South 71 degrees 38 minutes 17 seconds West, a distance of 26.44 feet; thence
2. Passing through T.M.P. #32-004-0497, the following three (3) courses and distances, North 65 degrees 38 minutes 29 seconds West, a distance of 11.02 feet; thence
3. North 23 degrees 19 minutes 13 seconds East, a distance of 51.94 feet; thence
4. South 18 degrees 21 minutes 43 seconds East, a distance of 46.27 feet to the first mentioned point and place of beginning.

Containing 898 square feet of land.

Subject to easements and restrictions of record, if any.

Description prepared by ESE Consultants, Inc., Fort Washington, Pa 19034.

## **MAINTENANCE SECURITY AGREEMENT**

### **VILLAGES AT CHESTER SPRINGS (f.k.a. VILLAGE AT BYERS STATION) SANITARY SEWER IMPROVEMENTS**

KNOW ALL MEN BY THESE PRESENTS, that TOLL PA II, L.P., a Pennsylvania limited partnership with offices at 1140 Virginia Drive, Fort Washington, Pennsylvania 19034 (hereinafter "Developer") is held and firmly bound unto UPPER UWCHLAN TOWNSHIP (hereinafter "Township") and the UPPER UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY (hereinafter "Authority") with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425, in the sum of FIFTY TWO THOUSAND SIX HUNDRED EIGHTY FIVE AND 00/100 DOLLARS (\$52,685.00), lawful money of the United States of America, to be paid to the said Township and Authority, their successors and assigns, should the Developer fail to comply with the terms hereof and payment of which is secured by a Maintenance Bond established with Fidelity and Deposit Company of Maryland (hereinafter "Surety").

**PURPOSE OF AGREEMENT:** The Developer has applied for and obtained permission to develop and subdivide certain lands, known as "Villages at Chester Springs", as more fully described in a plan entitled "Subdivision & Amended Final PRD Plans Parcel 5-C – The Village at Byers Station" prepared by Bohler Engineering dated May 20, 2016 and last revised September 19, 2018, which was recorded in the Office of the Chester County Recorder of Deeds on November 29, 2018 in Plan Book No. 20443 ("Final Plan"). The Developer has installed, constructed and completed certain public sanitary improvements in the Villages at Chester Springs, which are set forth on Exhibit "A" attached hereto and made a part hereof (hereinafter "Improvements") and which are more fully depicted on plans entitled "Final As-Built Storm and Sanitary Sewer Plan, The Village at Byers Station" prepared by ESE Consultants Inc., dated January 17, 2022 and last revised April 1, 2022 (Revision 3), consisting of the following sheets: Sheet 1, Hackberry, Mockernut, Redbud, Juneberry; Sheet 2, Ginkgo Lane; Sheet 3, Catalpa Lane; Sheet 4, Sassafra Lane; Sheet 5, Off Road; Sheet 6, Begonia Drive; and Sheet 7, Off Road.

The Developer has offered to dedicate said Improvements to the Township.

It is a condition of acceptance that the Developer give appropriate security to secure the structural integrity of said Improvements, as well as the functioning thereof in accordance with the design and specifications as depicted on the Final Plan. Said security is given in the form of a bond and said bond is attached hereto as Exhibit "B" and made a part hereof ("Maintenance Bond").

NOW, THEREFORE, the conditions of this obligation is such that if the Developer shall well and truly repair or replace all defects in workmanship and materials appearing in the Improvements and shall repair all defects and damage caused by lack of structural integrity or failure of the Improvements to function in accordance with the design and specifications as depicted in the Final Plan where said defects appear, within eighteen (18) months from the date

hereof, then and in that event this obligation shall be null and void; otherwise, it shall remain in full force, virtue and effect.

Although the Maintenance Bond is limited to fifteen (15%) percent of the cost of said Improvements, the Developer shall be liable, nevertheless, for the full costs of repair or replacement due to defects in workmanship and materials appearing in the Improvements and for the full cost of repair of all defects or damage caused by lack of structural integrity or failure of the Improvements to function in accordance with the design and specifications as depicted on the Final Plan where said defects appear within eighteen (18) months.

The Township and the Authority shall not proceed against the Developer under this Agreement unless notice of any defective condition or failure of the Improvements to function in accordance with the Final Plan has been given within said eighteen (18) month period. The Township and the Authority shall give said notice to the Developer and the Surety as soon as practical after the Township and the Authority have actual notice of the said condition.

The Developer shall inform the Township and the Authority in writing within ten (10) days of receipt of notice of a condition requiring repair work or replacement of material of its intention to proceed therewith. If the Developer's communication is not received, the Township and the Authority may proceed to recover their claim from the Developer pursuant to the terms of the Maintenance Bond. The Developer shall have thirty (30) days from the Township's and the Authority's notice within which to commence any repair work or replacement of material. If said work or replacement is not commenced within said thirty (30) days or if said work is not diligently pursued and continued, the Township and the Authority in addition to any other legal or equitable remedies it has, shall draw down the required financial security and cure the Developer's default by withdrawing from the established security so much thereof as is necessary to cure the Developer's default, up to the full amount thereof. The Township and the Authority shall represent to the Surety that the Township and the Authority have delivered the required notice and opportunity to cure to the Developer, described hereinabove, when the Township and the Authority proceeds against the financial security.

All notices given hereunder shall be by certified mail, return receipt requested. The addresses for service of notice are as follows:

Developer: Toll PA II, L.P.  
1140 Virginia Drive  
Fort Washington, PA 19034

Township: Upper Uwchlan Township  
140 Pottstown Pike  
Chester Springs, PA 19425  
Attn: Township Manager

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

Attn: Authority Administrator

Surety: Fidelity and Deposit Company of Maryland  
c/o Simkiss and Block  
1041 Old Cassatt Road  
Berwyn, PA 19312  
Attn.: Daniel P. Dunigan

The financial security remaining after the completion and acceptance of any maintenance work required under the terms of this Agreement, and upon completion of all conditions of this Agreement, including expiration of the eighteen (18) month period hereof, shall be released to the Developer, within a reasonable period of time after the Township and the Authority determine compliance with all provisions of the Agreement.


**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Maintenance Security Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

TOLL PA II, L.P., a Pennsylvania  
limited partnership  
By: TOLL MID-ATLANTIC LP COMPANY,  
INC., a Delaware corporation, its general partner

Witness:

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

By:   
Name: JUSTIN K HUNT  
Title: SENIOR LAND DEVELOPMENT MANAGER

Attest:

UPPER UWCHLAN TOWNSHIP

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

\_\_\_\_\_  
Sandra M. D'Amico, Chair

\_\_\_\_\_  
Jennifer F. Baxter, Vice-Chair

\_\_\_\_\_  
Andrew Durkin

UPPER UWCHLAN TOWNSHIP MUNICIPAL  
AUTHORITY

Attest:

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

\_\_\_\_\_  
Lou Schack, Chair

EXHIBIT "A"

BYERS COMMERCIAL, L.P.  
VILLAGE AT BYERS STATION (5C)  
UPPER UWCHLAN TOWNSHIP  
CHESTER COUNTY, PA

SANITARY SEWER

ESCROW SETUP  
8/8/2017

WESTER COUNTY, PA											
DESCRIPTION	QUANTITY	UNIT	UNIT \$	TOTAL \$	CURRENT ESCROW RELEASE		ESCROW RELEASE TO DATE (INCL THIS REL)		ESCROW REMAINING		% COMPLETE
					QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	
A. SANITARY SEWER											
8" PVC SDR35 MAIN	3,739	LF	\$27.25	\$ 101,887.75		\$ -	0	\$ -	3739	\$ 101,887.75	0%
6" PVC SDR35 LATERALS	3,025	LF	\$26.50	\$ 80,162.50		\$ -	0	\$ -	3025	\$ 80,162.50	0%
6" PVC SDR35 LATERAL CONNECTIONS	121	EA	\$145.00	\$ 17,545.00		\$ -	0	\$ -	121	\$ 17,545.00	0%
MANHOLES (4" Diameter)	23	EA	\$2,800.00	\$ 64,400.00		\$ -	0	\$ -	23	\$ 64,400.00	0%
MANHOLES (5" Diameter - Drop)	2	EA	\$7,200.00	\$ 14,400.00		\$ -	0	\$ -	2	\$ 14,400.00	0%
SUBTOTAL				\$ 278,395.25		\$ -		\$ -		\$ 278,395.25	
B. MISCELLANEOUS											
TIE INTO EXISTING MANHOLE	1	LS	\$1,500.00	\$ 1,500.00		\$ -	0%	\$ -	100%	\$ 1,500.00	0%
SHOP DRAWINGS	1	LS	\$2,500.00	\$ 2,500.00		\$ -	0%	\$ -	100%	\$ 2,500.00	0%
SUBTOTAL				\$ 4,000.00		\$ -		\$ -		\$ 4,000.00	
C. SURVEYING											
CONSTRUCTION STAKING	1	LS	\$5,300.00	\$ 5,300.00		\$ -	0%	\$ -	100%	\$ 5,300.00	0%
AS BUILTS	1	LS	\$5,000.00	\$ 5,000.00		\$ -	0%	\$ -	100%	\$ 5,000.00	0%
SUBTOTAL				\$ 10,300.00		\$ -		\$ -		\$ 10,300.00	
TOTAL IMPROVEMENTS				\$ 292,695.25		\$ -		\$ -		\$ 292,695.25	0%
TOWNSHIP SECURITY (10%)	1	LS		\$ 29,269.53		\$ -	0%	\$ -	100%	\$ 29,269.53	0%
TESTING/TELEVISIONS/INSPECTIONS (10%)	1	LS		\$ 29,269.53		\$ -	0%	\$ -	100%	\$ 29,269.53	0%
TOTAL AMOUNT OF ESCROW				\$ 351,234.30		\$ -		\$ -		\$ 351,234.30	0%
MAINT BOND 15%				\$52,685							

SUBMITTED:

BYERS COMMERCIAL, L.P.

DATE

RECOMMENDED FOR RELEASE:

ARRO CONSULTING, INC.

DATE

APPROVED:

UPPER UWCHLAN TOWNSHIP

DATE

## EXHIBIT “B”



**MAINTENANCE BOND**  
**VILLAGES AT CHESTER SPRINGS – SANITARY SEWER IMPROVEMENTS**

KNOW ALL MEN BY THESE PRESENTS: THAT WE, TOLL PA II, L.P., as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a Corporation of the State of Maryland licensed to do business in the Commonwealth of PENNSYLVANIA, as Surety, are held and firmly bound unto UPPER UWCHLAN TOWNSHIP and the UPPER UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY., as Oblige, in the full and just sum of FIFTY TWO THOUSAND SIX HUNDRED EIGHTY FIVE AND 00/100 Dollars (\$52,685.00), lawful money of the United States of America to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

SIGNED SEALED AND DATED THIS 23 RD DAY OF MAY, 2022.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS THE PRINCIPAL ENTERED INTO A MAINTENANCE SECURITY AGREEMENT WITH UPPER UWCHLAN TOWNSHIP AND THE UPPER UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY FOR SANITARY SEWER IMPROVEMENTS ("IMPROVEMENTS") IN THE SUBDIVISION KNOWN AS VILLAGES AT CHESTER SPRINGS (Formerly- Village at Byers Station).

AND WHEREAS, the Oblige requires a guarantee from the Principal against defective materials and workmanship in connection with said IMPROVEMENTS and to secure the design and functioning of said IMPROVEMENTS in accordance with the design and specifications depicted on the "Subdivision & Amended Final PRD Plans Parcel 5-C – The Village at Byers Station" prepared by Bohler Engineering dated May 20, 2016 and last revised September 19, 2018 ("Plan").

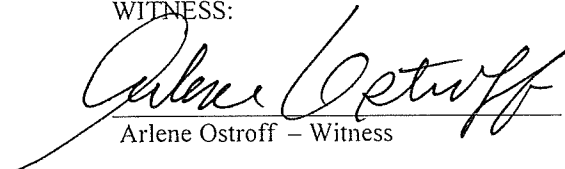
NOW, THEREFORE, if the Principal shall make repairs or replacements which may become necessary during the period of EIGHTEEN (18) MONTHS FROM DATE OF DEDICATION, because of defective materials or workmanship or the failure of the IMPROVEMENTS to function in accordance with the design and specifications as depicted on the Plan in connection with the Maintenance Security Agreement which defectiveness the Oblige shall give the Principal and Surety written notice within (30) thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect. If Principal fails to make such repairs or replacements which may become necessary during the period of EIGHTEEN (18) MONTHS FROM THE DATE OF DEDICATION, Surety shall, upon demand from Oblige, pay over to the Oblige as much of this Maintenance Bond as determined by the Upper Uwchlan Township Municipal Authority Engineer that will be necessary for the making of such repairs or replacements.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the expiration of the maintenance period provided for herein.

ATTEST



WITNESS:

  
Arlene Ostroff – Witness

TOLL PA II, L.P.

By: TOLL MID-ATLANTIC LP COMPANY, INC.  
a Delaware Corporation  
General Partner

BY: 

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY:   
Daniel P. Dunigan – Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William F. SIMKISS, James L. HAHN, Daniel P. DUNIGAN, Brian C. BLOCK, Joseph W. KOLOK, JR., Richard J. DECKER, Berwyn, Pennsylvania**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 03rd day of November, A.D. 2020.



**ATTEST:**  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 03rd day of November, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 23 rd day of May 2022



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

ALYSON M. ZARRO  
alyson@rrhc.com  
extension 202



July 27, 2022

*via hand delivery*

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

**Re: Toll/Chester Springs Crossing (f/k/a Jankowski)  
Sanitary Sewer Dedication**

Dear Gwen:

Enclosed in connection with dedication of Sanitary Sewer Facilities in the Chester Springs Crossing development are the following documents:

1. Three (3) originals of a Maintenance Security Agreement among Toll Mid-Atlantic LP Company, Inc. ("Toll"), the Township and the Township Municipal Authority, which have been executed on behalf of Toll;
2. Three (3) originals of a Grant of Sanitary Sewer Easements and Dedication of Sanitary Sewer Pipeline Facilities for Maggie Lane, Michael Way and Milford Road Extension, which have been executed on behalf of Toll; and
3. One (1) original Maintenance Bond No. 1095576.

There is an additional Grant of Sanitary Sewer Easement and Dedication of Sanitary Sewer Pipeline Facilities pertaining to Open Space in the development. This document is currently being executed by Toll and will be submitted to the Township under separate cover early next week. In the interim, we are submitting these documents so that the Maintenance Security Agreement can be executed by the Authority Board Chair.

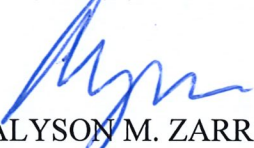
Additionally, enclosed is the Final Release Request for Performance Surety Bond No. 1078006 which is the Bond posted for Sanitary Sewer Improvements in the development.

rrhc.com

We request that the Offer of Dedication and Final Release Request be placed on the Board of Supervisors agenda for consideration at its meeting on August 15, 2022.

As always, please feel free to contact me with questions. Thank you.

Very truly yours,



ALYSON M. ZARRO

AMZ/mrm  
Enclosures

cc: Tony Scheivert, Township Manager (*w/enclosures via email*)  
Matt Brown, Authority Administrator (*w/enclosures via email*)  
Kristin Camp, Esquire, Township Solicitor (*w/enclosures via email*)  
Chris Frantz, Esquire, Township Municipal Authority Solicitor (*w/enclosures via email*)  
Justin Hunt, Toll Brothers (*w/enclosures via email*)

## **MAINTENANCE SECURITY AGREEMENT**

### **CHESTER SPRINGS CROSSING (F/K/A JANKOWSKI TRACT) SANITARY SEWER IMPROVEMENTS**

KNOW ALL MEN BY THESE PRESENTS, that TOLL MID-ATLANTIC LP COMPANY, INC., a Delaware corporation with offices at 1140 Virginia Drive, Fort Washington, Pennsylvania 19034 (hereinafter "Developer") is held and firmly bound unto UPPER UWCHLAN TOWNSHIP (hereinafter "Township") and the UPPER UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY (hereinafter "Authority") with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425, in the sum of SIXTY SEVEN THOUSAND NINE HUNDRED FORTY-THREE AND 00/100 DOLLARS (\$67,943.00) lawful money of the United States of America, to be paid to the said Township, its successors and assigns, should the Developer fail to comply with the terms hereof and payment of which is secured by a Maintenance Bond established with THE HANOVER INSURANCE COMPANY (hereinafter "Surety").

**PURPOSE OF AGREEMENT:** The Developer has applied for and obtained permission to develop and subdivide certain lands, known as "Chester Springs Crossing (f/k/a The Jankowski Tract)", as more fully described in a plan entitled "Subdivision Plan for Jankowski Tract" prepared by Edward B. Walsh & Associates, Inc. dated August 8, 2017 and last revised July 16, 2019, which was recorded in the Office of the Chester County Recorder of Deeds in Plan Book No. 20588 ("Final Plan"). The Developer has installed, constructed and completed certain public sanitary improvements in Chester Springs Crossing, which are set forth on Exhibit "A" attached hereto and made a part hereof (hereinafter "Improvements") and which are more fully depicted on plans entitled "Sanitary Sewer Final As-Built" prepared by ESE Consultants Inc., consisting of the following sheets: Sheet 1, Maggie Lane, dated March 29, 2022; Sheet 2, Milford Road Extension, dated March 29, 2022; and Sheet 3, Michael Way/Off-Site, dated March 29, 2022 and last revised May 5, 2022.

The Developer has offered to dedicate said Improvements to the Township.

It is a condition of acceptance that the Developer give appropriate security to secure the structural integrity of said Improvements, as well as the functioning thereof in accordance with the design and specifications as depicted on the Final Plan. Said security is given in the form of a bond and said bond is attached hereto as Exhibit "B" and made a part hereof ("Maintenance Bond").

NOW, THEREFORE, the conditions of this obligation is such that if the Developer shall well and truly repair or replace all defects in workmanship and materials appearing in the Improvements and shall repair all defects and damage caused by lack of structural integrity or failure of the Improvements to function in accordance with the design and specifications as depicted in the Final Plan where said defects appear, within eighteen (18) months from the date hereof, then and in that event this obligation shall be null and void; otherwise, it shall remain in full force, virtue and effect.

Although the Maintenance Bond is limited to fifteen (15%) percent of the cost of said Improvements, the Developer shall be liable, nevertheless, for the full costs of repair or replacement due to defects in workmanship and materials appearing in the Improvements and for the full cost of repair of all defects or damage caused by lack of structural integrity or failure of the Improvements to function in accordance with the design and specifications as depicted on the Final Plan where said defects appear within eighteen (18) months of the date of acceptance of dedication.

The Township and the Authority shall not proceed against the Developer under this Agreement unless notice of any defective condition or failure of the Improvements to function in accordance with the Final Plans has been given within said eighteen (18) month period. The Township and the Authority shall give said notice to the Developer and the Surety as soon as practical after the Township and the Authority have actual notice of the said condition.

The Developer shall inform the Township and the Authority in writing within ten (10) days of receipt of notice of a condition requiring repair work or replacement of material of its intention to proceed therewith. If the Developer's communication is not received, the Township and the Authority may proceed to recover their claim from the Developer pursuant to the terms of the Maintenance Bond. The Developer shall have thirty (30) days from the Township's and the Authority's notice within which to commence any repair work or replacement of material. If said work or replacement is not commenced within said thirty (30) days or if said work is not diligently pursued and continued, the Township and the Authority in addition to any other legal or equitable remedies it has, shall draw down the required Maintenance Bond and cure the Developer's default by withdrawing from the established security so much thereof as is necessary to cure the Developer's default, up to the full amount thereof. The Township and the Authority shall represent to the Surety that the Township and the Authority have delivered the required notice and opportunity to cure to the Developer, described hereinabove, when the Township and the Authority proceeds against the Maintenance Bond .

All notices given hereunder shall be by certified mail, return receipt requested. The addresses for service of notice are as follows:

Developer: Toll Mid-Atlantic LP Company, Inc.  
1140 Virginia Drive  
Fort Washington, PA 19034

Township: 140 Pottstown Pike  
Chester Springs, PA 19425  
Attn: Township Manager

Authority: 140 Pottstown Pike  
Chester Springs, PA 19425  
Attn: Authority Administrator

Surety: The Hanover Insurance Company  
c/o Simkiss and Block



1041 Old Cassatt Road  
Berwyn, PA 19312  
Attn.: Daniel P. Dunigan

Any amount left in the Maintenance Bond remaining after the completion and acceptance of any maintenance work required under the terms of this Agreement, and upon completion of all conditions of this Agreement, including expiration of the eighteen (18) month period hereof, shall be released to the Developer, within a reasonable period of time after the Township and the Authority determine compliance with all provisions of the Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Maintenance Security Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

TOLL MID-ATLANTIC LP COMPANY,  
INC., a Delaware corporation

Witness:

By: Nancy M. McMeans  
Name: Nancy M. McMeans  
Title: Admin. Dir., Land Dev.

By: [Signature]  
Name: JUSTIN K. HUNT  
Title: SENIOR LAND DEVELOPMENT MANAGER

Attest:

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

UPPER UWCHLAN TOWNSHIP

\_\_\_\_\_  
Sandra M. D'Amico, Chair

\_\_\_\_\_  
Jennifer F. Baxter, Vice-Chair

\_\_\_\_\_  
Andy Durkin, Supervisor

UPPER UWCHLAN TOWNSHIP MUNICIPAL  
AUTHORITY

Attest:

By: Gwen Jonik  
Gwen A. Jonik

[Signature]  
~~Lou Schack, Chair~~  
Robert A. Watts, Member

## EXHIBIT “A”

TOLL MID-ATLANTIC LP COMPANY, INC.  
CHESTER SPRINGS CROSSING (a.k.a. JANKOWSKI TRACT)  
UPPER UWCHLAN TOWNSHIP  
CHESTER COUNTY, PA

SANITARY SEWER

ESCROW SETUP  
4/2/2019

DESCRIPTION	QUANTITY	UNIT	UNIT \$	TOTAL \$	CURRENT ESCROW RELEASE		ESCROW RELEASE TO DATE (INCL THIS REL)		ESCROW REMAINING		% COMPLETE
					QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	QUANTITY	TOTAL \$	
A. SANITARY SEWER											
8" PVC SDR35 MAIN	3,326	LF	\$27.25	\$ 90,633.50		\$ -	0	\$ -	3326	\$ 90,633.50	0%
6" PVC SDR35 LATERALS	2,145	LF	\$26.50	\$ 56,842.50		\$ -	0	\$ -	2145	\$ 56,842.50	0%
6" PVC SDR35 LATERAL CONNECTIONS	55	EA	\$145.00	\$ 7,975.00		\$ -	0	\$ -	55	\$ 7,975.00	0%
MANHOLES (4' Diameter)	18	EA	\$2,800.00	\$ 50,400.00		\$ -	0	\$ -	18	\$ 50,400.00	0%
BORE UNDER ROUTE 100	110	LF	\$750.00	\$ 82,500.00		\$ -	0	\$ -	110	\$ 82,500.00	0%
SAWCUT EX. PAVING FOR TRENCH - GARRISON DR.	700	LF	\$2.29	\$ 1,603.00		\$ -	0	\$ -	700	\$ 1,603.00	0%
TRENCH AGGREGATE BACKFILL - GARRISON DR.	700	LF	\$43.60	\$ 30,520.00		\$ -	0	\$ -	700	\$ 30,520.00	0%
TWP ROAD TRENCH PAVING - GARRISON DR.	700	LF	\$13.35	\$ 9,345.00		\$ -	0	\$ -	700	\$ 9,345.00	0%
MILL AND OVERLAY GARRISON DRIVE	2,488	SY	\$13.00	\$ 32,344.00		\$ -	0	\$ -	2488	\$ 32,344.00	0%
SUBTOTAL				\$ 362,163.00		\$ -		\$ -		\$ 362,163.00	
B. MISCELLANEOUS											
TIE INTO EXISTING MANHOLE	1	LS	\$1,500.00	\$ 1,500.00		\$ -	0%	\$ -	100%	\$ 1,500.00	0%
RE-ESTABLISH PAVEMENT MARKINGS-GARRISON DR	1	LS	\$1,000.00	\$ 1,000.00		\$ -	0%	\$ -	100%	\$ 1,000.00	0%
SHOP DRAWINGS	1	LS	\$2,500.00	\$ 2,500.00		\$ -	0%	\$ -	100%	\$ 2,500.00	0%
SUBTOTAL				\$ 5,000.00		\$ -		\$ -		\$ 5,000.00	
C. SURVEYING											
CONSTRUCTION STAKING	1	LS	\$5,300.00	\$ 5,300.00		\$ -	0%	\$ -	100%	\$ 5,300.00	0%
AS BUILTS	1	LS	\$5,000.00	\$ 5,000.00		\$ -	0%	\$ -	100%	\$ 5,000.00	0%
SUBTOTAL				\$ 10,300.00		\$ -		\$ -		\$ 10,300.00	
TOTAL IMPROVEMENTS											
TOWNSHIP SECURITY (10%)	1	LS		\$ 37,746.30		\$ -	0%	\$ -	100%	\$ 37,746.30	0%
TESTING/TELEVISIONS/INSPECTIONS (10%)	1	LS		\$ 37,746.30		\$ -	0%	\$ -	100%	\$ 37,746.30	0%
TOTAL AMOUNT OF ESCROW				\$ 452,955.60		\$ -		\$ -		\$ 452,955.60	0%
MAINT BOND 15%				\$67,943							

SUBMITTED:

TOLL MID-ATLANTIC LP COMPANY, INC.

DATE

RECOMMENDED FOR RELEASE:

ARRO CONSULTING, INC.

DATE

APPROVED:

UPPER UWCHLAN TOWNSHIP

DATE

## EXHIBIT “B”

**MAINTENANCE BOND**  
**CHESTER SPRINGS CROSSINGS – SANITARY SEWER**

KNOW ALL MEN BY THESE PRESENTS: THAT WE, TOLL MID-ATLANTIC LP COMPANY, INC., as Principal, and THE HANOVER INSURANCE COMPANY, a Corporation of State of New Hampshire licensed to do business in the Commonwealth of PENNSYLVANIA, as Surety, are held and firmly bound unto UPPER UWCHLAN TOWNSHIP and the UPPER UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY, as Oblige, in the full and just sum of SIXTY SEVEN THOUSAND NINE HUNDRED FORTY THREE AND 00/100 Dollars (\$67,943.00), lawful money of the United States of America to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

SIGNED SEALED AND DATED THIS 26 TH DAY OF MAY, 2022.

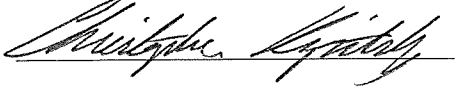
THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS THE PRINCIPAL ENTERED INTO A MAINTENANCE SECURITY AGREEMENT WITH UPPER UWCHLAN TOWNSHIP AND THE UPPER UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY FOR SANITARY SEWER IMPROVEMENTS IN THE SUBDIVISION KNOWN AS CHESTER SPRINGS CROSSING (f/k/a Jankowski Tract).

AND WHEREAS, the Oblige requires a guarantee from the Principal against defective materials and workmanship in connection with said SANITARY SEWER IMPROVEMENTS and to secure the design and functioning of said SANITARY SEWER IMPROVEMENTS in accordance with the design and specifications depicted on the "Preliminary/Final Plan, Subdivision Plan for Jankowski Tract" prepared by E.B. Walsh & Associates, Inc. dated August 8, 2017 and last revised July 16, 2019 ("Plan").

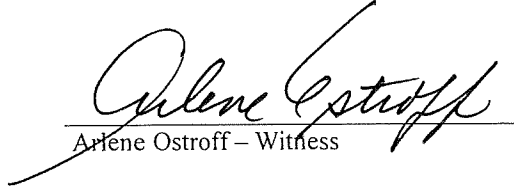
NOW, THEREFORE, if the Principal shall make repairs or replacements which may become necessary during the period of EIGHTEEN (18) MONTHS FROM DATE OF DEDICATION, because of defective materials or workmanship or the failure of the SANITARY SEWER IMPROVEMENTS to function in accordance with the design and specifications as depicted on the Plan in connection with the Maintenance Security Agreement which defectiveness the Oblige shall give the Principal and Surety written notice within (30) thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect. If Principal fails to make such repairs or replacements which may become necessary during the period of EIGHTEEN (18) MONTHS FROM THE DATE OF DEDICATION, Surety shall, upon demand from Oblige, pay over to the Oblige as much of this Maintenance Bond as determined by the Upper Uwchlan Township Municipal Authority Engineer that will be necessary for the making of such repairs or replacements.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the expiration of the maintenance period provided for herein.

ATTEST

  
\_\_\_\_\_

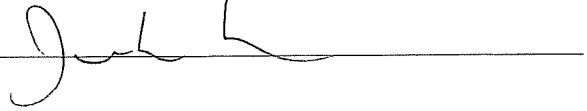
WITNESS:

  
\_\_\_\_\_

Arlene Ostroff – Witness

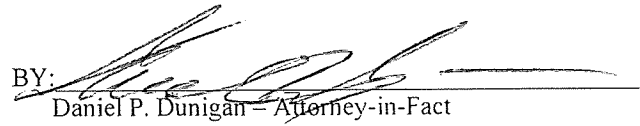
TOLL MID-ATLANTIC LP COMPANY, INC.

BY: \_\_\_\_\_



THE HANOVER INSURANCE COMPANY

BY: \_\_\_\_\_

  
Daniel P. Dunigan – Attorney-in-Fact

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Brian C. Block, Joseph W. Kolok, Jr., James L. Hahn and/or Daniel P. Dunigan**

Of The Simkiss Agency of Berwyn, PA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 3<sup>rd</sup> day of February, 2022.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

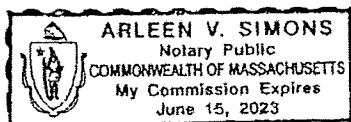
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Bryan J. Salvatore, Executive Vice President

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 3<sup>rd</sup> day of February, 2022 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Arleen V. Simons, Notary Public  
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 26th day of May, 2022.

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA  
John A. Rowedder, Vice President



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

UPI No.: None Required – Road Right-of-Way

**GRANT OF SANITARY SEWER EASEMENTS  
AND DEDICATION OF SANITARY SEWER PIPELINE FACILITIES –  
MAGGIE LANE, MICHAEL WAY AND MILFORD ROAD EXTENSION  
CHESTER SPRINGS CROSSING**

**THIS GRANT OF SANITARY SEWER EASEMENTS AND DEDICATION OF SANITARY SEWER PIPELINE FACILITIES**, made as of this \_\_\_\_ day of \_\_\_\_\_, 2022 and effective this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **TOLL MID-ATLANTIC LP COMPANY, INC.**, a Delaware corporation, with offices at 1140 Virginia Drive, Fort Washington, Pennsylvania 19034 (hereinafter called “Grantor”); and

**UPPER UWCHLAN TOWNSHIP**, a municipal corporation duly organized pursuant to the Pennsylvania Second Class Township Code, 53 P.S. § 65101, *et seq.*, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (hereinafter called “Grantee”).

**BACKGROUND**

**WHEREAS**, Grantor is the legal owner of roads identified as Maggie Lane, Michael Way and Milford Road Extension in a certain residential subdivision situated in Upper Uwchlan Township, Chester County, Pennsylvania known as “Chester Springs Crossing” (“Property”), which are identified on a plan entitled, “Subdivision Plan for Jankowski Tract”, prepared by Edward B. Walsh & Associates, Inc., dated August 8, 2017 and last revised July 16, 2019, which was recorded in the Office of the Chester County Recorder of Deeds in Plan Book No. 20588 (“Final Plan”); and

**WHEREAS**, as part of the development of the Property, certain sanitary sewer pipeline facilities with accessories and appurtenances thereto (“Sanitary Sewer Facilities”) were constructed within Maggie Lane, Michael Way and Milford Road Extension; and

**WHEREAS**, Grantor desires to dedicate and transfer to Grantee easements within Maggie Lane, Michael Way and Milford Road Extension for the purposes of inspecting, maintaining, servicing, repairing and replacing the Sanitary Sewer Facilities and to dedicate and

transfer the Sanitary Sewer Facilities located therein to Grantee; and

**WHEREAS**, Grantee has agreed to accept dedication and transfer of said easements and said Sanitary Sewer Facilities in accordance with the terms and conditions stated herein.

**WITNESSETH:**

That the said Grantor, for and in consideration of One Dollar (\$1.00) as well as the advantages to it accruing, as well as for divers other consideration affecting the public welfare which it seeks to advance, has granted, bargained, and sold, and by these presents does grant, bargain and sell unto the said Grantee, its successors and assigns, perpetual easements for the purposes of inspecting, maintaining, servicing, repairing and replacing any Sanitary Sewer Facilities situated within the areas identified on the Final Plan as the rights-of-way of Maggie Lane, Michael Way and Milford Road Extension, as described in Exhibits "A", "B" and "C" attached hereto and made a part hereof (collectively, the "Sanitary Sewer Easements"). These Sanitary Sewer Easements shall apply to any Sanitary Sewer Facilities within the areas described in Exhibits "A", "B" and "C" attached hereto ("Easement Areas") and all necessary access thereto.

**ALL THOSE CERTAIN** Sanitary Sewer Easements, located in Upper Uwchlan Township, Chester County, Commonwealth of Pennsylvania, as more particularly described in the metes and bounds legal descriptions attached hereto as Exhibits "A", "B" and "C" and made a part hereof.

**TOGETHER WITH** transfer of Grantor's right, title and interest in and to the Sanitary Sewer Facilities that are located within the Easement Areas.

**UNDER AND SUBJECT**, nevertheless to the following:

(a) The Sanitary Sewer Easements granted herein shall be exclusive to the Grantee as to that portion of the Easement Areas which are located ten (10) feet on either side of, and measured perpendicularly to, the center line of the Sanitary Sewer Facilities. Subject to the Grantee's review and approval, the remaining width, if any, of any sewer easement shall be non-exclusive and may be used by the owners of other utilities for utility operations and other uses that do not interfere with the sewer lines and sewer facilities. Anything to the contrary in the preceding two sentences notwithstanding, all portions of the Easement Areas shall be subject to permitted utility and other road crossings shown on other approved plans for communities in the Upper Uwchlan Township Sewer Service Area and as otherwise needed to serve same, as well as the right of access and the right to and otherwise maintain the surface of the Easement Areas, provided that such activity in the Easement Areas does not interfere with the Grantee's rights under this Agreement.

(b) Grantee shall have the right to excavate within the Easement Areas for the purpose of maintaining, repairing, installing, removing, replacing and enlarging any part or portion of the Sanitary Sewer Facilities, either now existing or hereafter constructed on or within

the Easement Areas, subject only to the duty to restore the Easement Areas as nearly as is practicable to the same condition they were in at the time of commencement of such work.

(b) Other conditions, easements and restrictions of record, if any.

**TO HAVE AND TO HOLD** the Sanitary Sewer Easements and the Sanitary Sewer Facilities, all as above described, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of said Grantee, its successors and assigns forever, for the purpose of free access to replace, repair, renew, and maintain said Sanitary Sewer Facilities as well as all of the Grantor's right, title and interest and to said Sanitary Sewer Facilities, and for no other use or purpose whatsoever.

**UNDER AND SUBJECT**, nevertheless to certain conditions, easements and restrictions of record, as aforesaid.

**AND FURTHER**, that the said Grantor, for itself, its successors and assigns, by these presents covenants, promises and agrees to and with the said Grantee, its successors and assigns, that neither the Grantor, nor its successors or assigns, shall or will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the transfer of ownership of Grantor's right, title and interest in and to the Sanitary Sewer Facilities as now established by the Grantee, and by reason of this Grant.

**AND FURTHER**, that the said Grantor, for itself, and its successors and assigns, by these presents further covenant, promise and agree to **WARRANT AND FOREVER DEFEND** the Grantee, its successors and assigns, against any and all person or persons whomsoever, lawfully claiming or to claim the Sanitary Sewer Facilities above described or any part thereof, by, from or under him, her, them or any of them.


***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed by their respective duly authorized officers the day and year above written.

ACCEPTED by Upper Uwchlan Township on \_\_\_\_\_, 2022.

GRANTOR:

TOLL MID-ATLANTIC LP  
COMPANY, INC., a Delaware corporation,

By:   
Name: Justin K Hunt  
Title: SENIOR LAND DEVELOPMENT MANAGER

Attest:

GRANTEE:  
UPPER UWCHLAN TOWNSHIP

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

By: \_\_\_\_\_  
Sandra M. D'Amico  
Chairperson, Board of Supervisors

## ACKNOWLEDGMENT

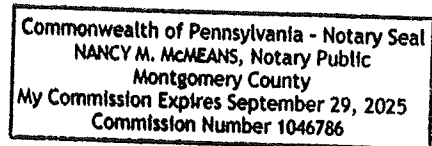
COMMONWEALTH OF PENNSYLVANIA )  
 )  
 ) SS.  
COUNTY OF ~~CHESTER~~ *Montgomery* )

On the 9<sup>th</sup> day of June, 2022, before me, a Notary Public in and for the above County and State, personally appeared Justin K Hunt, who acknowledged him/herself to be the Sr. Land Dev. Mgr of TOLL MID-ATLANTIC LP COMPANY, INC., a Delaware corporation, and that s/he as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Nancy M. McMeans  
Notary Public

My Commission Expires: 9/29/25



## ACKNOWLEDGMENT

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for the above County and State, personally appeared Sandra M. D’Amico, who acknowledged herself to be the Chairperson of the Upper Uwchlan Township Board of Supervisors, and that she as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Notary Public

My Commission Expires:

## **EXHIBIT “A”**

# ESE CONSULTANTS

ENGINEERING · PLANNING · SURVEYING · ENVIRONMENTAL

June 6, 2022

## DESCRIPTION OF PROPERTY MAGGIE LANE (50' R.O.W.) CHESTER SPRINGS CROSSING

All that parcel of land situated in the Township of Upper Uwchlan, County of Chester, Commonwealth of Pennsylvania, as show on a plan entitled, "Preliminary/Final Plan, Subdivision Plan for Jankowski Tract", prepared by Edward B. Walsh & Associates, Inc., dated August 8, 2017, last revised July 16, 2019 and recorded in the Chester County Recorder of Deeds Office on August 28, 2019, Book 20588, Page 1, more particularly described as follows:

Beginning at a corner of Lot 12, on the northerly side of Milford Road Extension (50' R.O.W.), a concrete monument to be set and running;

1. Along said northerly side and passing along the beginning of Maggie Lane (50' R.O.W.), the following two (2) courses and distances, passing along an arc of a circle curving to the left, having a radius of 300.00 feet, an arc distance of 66.21 feet, a chord bearing of South 68 degrees 48 minutes 35 seconds West, a chord distance of 66.07 feet to a point of tangency; thence
2. South 62 degrees 29 minutes 15 seconds West, a distance of 28.59 feet to a corner of Lot 35, a point of cusp; thence
3. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 38.05 feet, a chord bearing of North 18 degrees 52 minutes 50 seconds East, a chord distance of 34.49 feet to a point of tangency on the westerly side of Maggie Lane; thence
4. Along said westerly side, the following four (4) courses and distances, North 24 degrees 43 minutes 35 seconds West, a distance of 4.57 feet to a point of curve; thence
5. Passing along an arc of a circle curving to the right, having a radius of 175.00 feet, an arc distance of 47.24 feet, a chord bearing of North 16 degrees 59 minutes 33 seconds West, a chord distance of 47.10 feet to a point of tangency; thence
6. North 09 degrees 15 minutes 31 seconds West, a distance of 303.63 feet to a point of curve; thence
7. Passing along an arc of a circle curving to the left, having a radius of 140.00 feet, an arc distance of 186.63 feet, a chord bearing of North 47 degrees 26 minutes 57 seconds West, a chord distance of 173.12 feet to a point of tangency on the southerly side of Maggie Lane; thence
8. Along said southerly side, the following two (2) courses and distances, North 85 degrees 38 minutes 23 seconds West, a distance of 220.95 feet to a point of curve; thence
9. Passing along an arc of a circle curving to the left, having a radius of 140.00 feet, an arc distance of 221.18 feet, a chord bearing of South 49 degrees 06 minutes 03 seconds West, a chord distance of 198.89 feet to a point of tangency on the easterly side of Maggie Lane; thence
10. Along said easterly side, South 03 degrees 50 minutes 28 seconds West, a distance of 117.74 feet, a concrete monument to be set; thence
11. Continuing along said easterly side and passing along the beginning of Michael Way (50' R.O.W.), South 03 degrees 50 minutes 28 seconds West, a distance of 100.00 feet; thence
12. Still along said easterly side, the following two (2) courses and distances, South 03 degrees 50 minutes 28 seconds West, a distance of 199.66 feet to a point of curve; thence
13. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 39.33 feet, a chord bearing of South 41 degrees 13 minutes 32 seconds East, a chord distance of 35.40 feet; thence



14. Along said northerly side and passing along the beginning of Maggie Way, passing along an arc of a circle curving to the left, having a radius of 340.00 feet, an arc distance of 94.39, a chord bearing of South 85 degrees 45 minutes 17 seconds West, a chord distance of 94.09 feet to a corner of Open Space, a point of cusp, a concrete monument to be set; thence
15. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 32.27 feet, a chord bearing of North 40 degrees 49 minutes 17 seconds East, a chord distance of 30.08 feet to a point of tangency on the westerly side of Maggie Lane, a concrete monument to be set; thence
16. Along said westerly side, the following two (2) courses and distances, North 03 degrees 50 minutes 28 seconds East, a distance of 431.61 feet to a point of curve, a concrete monument to be set; thence
17. Passing along an arc of a circle curving to the right, having a radius of 190.00 feet, an arc distance of 300.17 feet, a chord bearing of North 49 degrees 06 minutes 03 seconds East, a chord distance of 269.92 feet to a point of tangency on the northerly side of Maggie Lane, a concrete monument to be set; thence
18. Along said northerly side, the following two (2) courses and distances, South 85 degrees 38 minutes 23 seconds East, a distance of 220.95 feet to a point of curve, a concrete monument to be set; thence
19. Passing along an arc of a circle curving to the right, having a radius of 190.00 feet, an arc distance of 253.29 feet, a chord bearing of South 47 degrees 26 minutes 57 seconds East, a chord distance of 234.95 feet to a point of tangency on the easterly side of Maggie Lane, a concrete monument to be set; thence
20. Along said easterly side, the following four (4) courses and distances, South 09 degrees 15 minutes 31 seconds East, a distance of 303.63 feet to a point of curve, a concrete monument to be set; thence
21. Passing along an arc of a circle curving to the left, having a radius of 125.00 feet, an arc distance of 33.75 feet, a chord bearing of South 16 degrees 59 minutes 33 seconds East, a chord distance of 33.64 feet to a point of tangency, a concrete monument to be set; thence
22. South 24 degrees 43 minutes 35 seconds East, a distance of 7.59 feet to a point of curve, a concrete monument to be set; thence
23. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 34.97 feet, a chord bearing of South 64 degrees 47 minutes 50 seconds East, a chord distance of 32.19 feet to the first mentioned point and place of beginning.

Subject to easements and restrictions of record, if any.

Description prepared by ESE Consultants, Inc., Fort Washington, Pa. 19034.

## **EXHIBIT “B”**

# ESE CONSULTANTS

ENGINEERING · PLANNING · SURVEYING · ENVIRONMENTAL

June 6, 2022

## DESCRIPTION OF PROPERTY MICHAEL WAY (50' R.O.W.) CHESTER SPRINGS CROSSING

All that parcel of land situated in the Township of Upper Uwchlan, County of Chester, Commonwealth of Pennsylvania, as show on a plan entitled, "Preliminary/Final Plan, Subdivision Plan for Jankowski Tract", prepared by Edward B. Walsh & Associates, Inc., dated August 8, 2017, last revised July 16, 2019 and recorded in the Chester County Recorder of Deeds Office on August 28, 2019, Book 20588, Page 1, more particularly described as follows:

Beginning at a corner of Lot 54, on the easterly side of Maggie Lane (50' R.O.W.) and running;

1. Along said easterly side and passing along the beginning of Michael Way (50' R.O.W.), North 03 degrees 50 minutes 28 seconds East, a distance of 100.00 feet to a corner of Lot 46, a point of cusp, a concrete monument to be set; thence
2. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, a chord bearing of South 41 degrees 09 minutes 32 seconds East, a chord distance of 35.36 feet to a point of tangency on the northerly side of Michael Way, a concrete monument to be set; thence
3. Along said northerly side, the following two (2) courses and distances, South 86 degrees 09 minutes 32 seconds East, a distance of 154.53 feet to a point of curve, a concrete monument to be set; thence
4. Passing along an arc of a circle curving to the left, having a radius of 50.00 feet, an arc distance of 41.03 feet, a chord bearing of North 70 degrees 20 minutes 03 seconds East, a chord distance of 39.89 feet to a point of reverse curve, the beginning of the cul-de-sac bulb of Michael Way, a concrete monument to be set; thence
5. Along said cul-de-sac bulb, passing along an arc of a circle curving to the right, having a radius of 60.00 feet, an arc distance of 286.96 feet, a chord bearing of South 03 degrees 50 minutes 28 seconds West, a chord distance of 81.82 feet to a point of reverse curve on the southerly side of Michael Way, the terminus of said cul-de-sac bulb, a concrete monument to be set; thence
6. Along said southerly side, the following three (3) courses and distances, passing along an arc of a circle curving to the left, having a radius of 50.00 feet, an arc distance of 41.03 feet, a chord bearing of North 62 degrees 39 minutes 07 seconds West, a chord distance of 39.89 feet to a point of tangency; thence
7. North 86 degrees 09 minutes 32 seconds West, a distance of 154.53 feet to a point of curve; thence
8. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, a chord bearing of South 48 degrees 50 minutes 28 seconds West, a chord distance of 35.36 feet to the first mentioned point and place of beginning.

Subject to easements and restrictions of record, if any.

Description prepared by ESE Consultants, Inc., Fort Washington, Pa. 19034.

## **EXHIBIT “C”**

# ESE CONSULTANTS

ENGINEERING · PLANNING · SURVEYING · ENVIRONMENTAL

June 6, 2022

## DESCRIPTION OF PROPERTY MILFORD ROAD EXTENSION (50' R.O.W.) CHESTER SPRINGS CROSSING

All that parcel of land situated in the Township of Upper Uwchlan, County of Chester, Commonwealth of Pennsylvania, as show on a plan entitled, "Preliminary/Final Plan, Subdivision Plan for Jankowski Tract", prepared by Edward B. Walsh & Associates, Inc., dated August 8, 2017, last revised July 16, 2019 and recorded in the Chester County Recorder of Deeds Office on August 28, 2019, Book 20588, Page 1, more particularly described as follows:

Beginning at a corner of Open Space, on the westerly side of Pottstown Pike (S.R. 0100) and running;

1. Along said westerly side and passing along the beginning of Milford Road Extension (50' R.O.W.), South 09 degrees 14 minutes 21 seconds East, a distance of 114.20 feet to a point of curve on the southerly side of Milford Road Extension; thence
2. Along said southerly side, the following eight (8) courses and distances, passing along an arc of a circle curving to the left, having a radius of 48.00 feet, an arc distance of 40.54 feet, a chord bearing of North 74 degrees 57 minutes 00 seconds West, a chord distance of 39.34 feet to a point of tangency; thence
3. South 80 degrees 51 minutes 23 seconds West, a distance of 95.55 feet to a point of curve; thence
4. Passing along an arc of a circle curving to the left, having a radius of 250.00 feet, an arc distance of 80.15 feet, a chord bearing of South 71 degrees 40 minutes 19 seconds West, a chord distance of 79.81 feet to a point of tangency; thence
5. South 62 degrees 29 minutes 15 seconds West, a distance of 143.74 feet to a point of curve; thence
6. Passing along an arc of a circle curving to the right, having a radius of 310.22 feet, an arc distance of 172.57 feet, a chord bearing of South 78 degrees 25 minutes 26 seconds West, a chord distance of 170.36 feet to a point of tangency; thence
7. North 85 degrees 38 minutes 23 seconds West, a distance of 311.09 feet to a point of curve; thence
8. Passing along an arc of a circle curving to the left, having a radius of 290.00 feet, an arc distance of 287.93 feet, a chord bearing of South 65 degrees 55 minutes 01 seconds West, a chord distance of 276.25 feet to a point of tangency; thence
9. South 37 degrees 28 minutes 24 seconds West, a distance of 165.07 feet; thence
10. Passing through the bed of Milford Road (50' R.O.W.), North 42 degrees 13 minutes 21 seconds West, a distance of 50.82 feet to a corner of Open Space on the northerly side of Milford Road Extension, a concrete monument to be set; thence
11. Along said northerly side, the following two (2) courses and distances, North 37 degrees 28 minutes 24 seconds East, a distance of 155.98 feet to a point of curve, a concrete monument to be set; thence
12. Passing along an arc of a circle curving to the right, having a radius of 340.00 feet, an arc distance of 337.57 feet, a chord bearing of North 65 degrees 55 minutes 01 seconds East, a chord distance of 323.88 feet, a concrete monument to be set; thence
13. Continuing along the said northerly side and passing along the beginning of Maggie Lane (50' R.O.W.), passing along an arc of a circle curving to the right, having a radius of 340.00 feet, an arc distance of 94.39 feet, a chord bearing of North 85 degrees 45 minutes 17 seconds East, a chord distance of 94.09 feet to a point of compound curve; thence

14. Still along said northerly side of Milford Road Extension, the following four (4) courses and distances, passing along an arc of a circle curving to the right, having a radius of 340.00 feet, an arc distance of 3.87 feet, a chord bearing of South 85 degrees 57 minutes 57 seconds East, a chord distance of 3.87 feet to a point of tangency, a concrete monument to be set; thence
15. South 85 degrees 38 minutes 23 seconds East, a distance of 311.09 feet to a point of curve, a concrete monument to be set; thence
16. Passing along an arc of a circle curving to the left, having a radius of 260.22 feet, an arc distance of 144.76 feet, a chord bearing of North 78 degrees 25 minutes 26 seconds East, a chord distance of 142.90 feet to a point of tangency, a concrete monument to be set; thence
17. North 62 degrees 29 minutes 15 seconds East, a distance of 143.74 feet; thence
18. Continuing along said northerly side and passing along the beginning of Maggie Lane, the following two (2) courses and distances, North 62 degrees 29 minutes 15 seconds East, a distance of 28.59 feet to a point of curve; thence
19. Passing along an arc of a circle curving to the right, having a radius of 300.00 feet, an arc distance of 66.21 feet, a chord bearing of North 68 degrees 48 minutes 35 seconds East, a chord distance of 66.07 feet to a point of compound curve, a concrete monument to be set; thence
20. Continuing along the northerly side of Milford Road Extension, the following three (3) courses and distances, passing along an arc of a circle curving to the right, having a radius of 300.00 feet, an arc distance of 29.97 feet, a chord bearing of North 77 degrees 59 minutes 39 seconds East, a chord distance of 29.96 feet to a point of tangency, a concrete monument to be set; thence
21. North 80 degrees 51 minutes 23 seconds East, a distance of 84.25 feet to a point of curve, a concrete monument to be set; thence
22. Passing along an arc of a circle curving to the left, having a radius of 48.00 feet, an arc distance of 75.48 feet, a chord bearing of North 35 degrees 48 minutes 31 seconds East, a chord distance of 67.94 feet to the first mentioned point and place of beginning.

Subject to easements and restrictions of record, if any.

Description prepared by ESE Consultants, Inc., Fort Washington, Pa. 19034.

ALYSON M. ZARRO  
alyson@rrhc.com  
extension 202



August 4, 2022

*via hand delivery*

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

**Re: Toll/Chester Springs Crossing (f/k/a Jankowski)  
Sanitary Sewer Dedication**

Dear Gwen:

As a follow up to my correspondence to you last week, enclosed is the final document pertaining to Sanitary Sewer Dedication in Chester Springs Crossing. Namely, enclosed are three (3) originals of a Grant of Sanitary Sewer Easement and Dedication of Sanitary Sewer Pipeline Facilities within open space.

As always, please feel free to contact me with questions. Thank you.

Very truly yours,

ALYSON M. ZARRO

AMZ/mrm  
Enclosures

cc: Tony Scheivert, Township Manager (*w/enclosures via email*)  
Matt Brown, Authority Administrator (*w/enclosures via email*)  
Kristin Camp, Esquire, Township Solicitor (*w/enclosures via email*)  
Chris Frantz, Esquire, Township Municipal Authority Solicitor (*w/enclosures via email*)  
Justin Hunt, Toll Brothers (*w/enclosures via email*)

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

UPI No.: Part of 32-1-30.58

**GRANT OF SANITARY SEWER EASEMENT  
AND DEDICATION OF SANITARY SEWER PIPELINE FACILITIES  
CHESTER SPRINGS CROSSING**

**THIS GRANT OF SANITARY SEWER EASEMENT AND DEDICATION OF SANITARY SEWER PIPELINE FACILITIES**, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ and effective this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between **TOLL MID-ATLANTIC LP COMPANY, INC.**, a Delaware corporation, with offices at 1140 Virginia Drive, Fort Washington, Pennsylvania 19034 (hereinafter called "Grantor"); and

**UPPER UWCHLAN TOWNSHIP**, a municipal corporation duly organized pursuant to the Pennsylvania Second Class Township Code, 53 P.S. § 65101, *et seq.*, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (hereinafter called "Grantee").

**BACKGROUND**

**WHEREAS**, Grantor is the developer of a certain residential development ("Property") situated in Upper Uwchlan Township, Chester County, Pennsylvania known as "Chester Springs Crossing", as shown on a plan entitled "Preliminary/Final Plan, Subdivision Plan for Jankowski Tract" prepared by Edward B. Walsh and Associates, Inc., dated August 8, 2017 and last revised on July 16, 2019 and recorded in Plan Book No. 20588 ("Final Plan"); and

**WHEREAS**, as part of the development of the Property, certain sanitary sewer pipeline facilities with accessories and appurtenances thereto ("Sanitary Sewer Facilities") were constructed within the Property; and

**WHEREAS**, Grantor desires to dedicate and transfer to Grantee an easement within the Property, which was reserved to Grantor pursuant to a Deed dated October 7, 2021 and recorded in the Office of the Chester County Recorder of Deeds on October 12, 2021 in Book 10702, Page 786, for the purposes of inspecting, maintaining, servicing, repairing and replacing the Sanitary Sewer Facilities and to dedicate and transfer the Sanitary Sewer Facilities located



therein to Grantee; and

**WHEREAS**, Grantee has agreed to accept dedication and transfer of said easement and said Sanitary Sewer Facilities in accordance with the terms and conditions stated herein.

**WITNESSETH:**

That the said Grantor, for and in consideration of One Dollar (\$1.00) as well as the advantages to it accruing, as well as for divers other consideration affecting the public welfare which it seeks to advance, has granted, bargained, and sold, and by these presents does grant, bargain and sell unto the said Grantee, its successors and assigns, perpetual, non-exclusive easement on the Property, identified on a plan, attached hereto as Exhibit "A" and made part hereof, entitled "Exhibit Plan, 20' Wide Sanitary Sewer Easement Through Open Space, Chester Springs Crossing" prepared by ESE Consultants, dated June 6, 2022, and further described in the Legal Description, attached hereto as Exhibit "B" and made part hereof, entitled "Description of Property, 20' Wide Sanitary Sewer Easement Through Open Space, Chester Springs Crossing" ("Easement Area") for the purpose of inspecting, maintaining, servicing, repairing and replacing the Sanitary Sewer Facilities and all necessary access thereto ("Sanitary Sewer Easement").

**ALL THAT CERTAIN** Sanitary Sewer Easement, located in Upper Uwchlan Township, Chester County, Commonwealth of Pennsylvania, as more particularly identified on Exhibit "A" and described in Exhibit "B" attached hereto and made a part hereof.

**TOGETHER WITH** transfer of Grantor's right, title and interest in and to the Sanitary Sewer Facilities that are located within the Easement Area.

**UNDER AND SUBJECT**, nevertheless to the following:

(a) The Sanitary Sewer Easement granted herein shall be exclusive to the Grantee as to that portion of the Easement Area which is located ten (10) feet on either side of, and measured perpendicularly to, the center line thereof. Subject to the Grantee's review and approval, the remaining width, if any, of any sewer easement shall be non-exclusive and may be used by the owners of other utilities for utility operations and other uses that do not interfere with the sewer lines and sewer facilities. Anything to the contrary in the preceding two sentences notwithstanding, all portions of the Easement Area shall be subject to permitted utility and other road crossings shown on other approved plans for communities in the Upper Uwchlan Township Sewer Service Area and as otherwise needed to serve same, as well as the right of access and the right to mow grass upon and otherwise maintain the surface of the Easement Area, provided that such activity in the Easement Area does not interfere with the Grantee's rights under this Agreement.

(b) Grantee shall have the right to excavate within the Easement Area for the purpose of maintaining, repairing, installing, removing, replacing and enlarging any part or portion of the Sanitary Sewer Facilities, either now existing or hereafter constructed on or within the Easement Area, subject only to the duty to restore the Easement Area as nearly as is

practicable to the same condition as it was in at the time of commencement of such work.

(b) Other conditions, easements and restrictions of record.

**TO HAVE AND TO HOLD** the Sanitary Sewer Easement and the Sanitary Sewer Facilities, all as above described, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of said Grantee, its successors and assigns forever, for the purpose of free access to replace, repair, renew, and maintain said Sanitary Sewer Facilities as well as all of the Grantor's right, title and interest and to said Sanitary Sewer Facilities, and for no other use or purpose whatsoever.

**AND FURTHER**, that the said Grantor, for itself, its successors and assigns, by these presents covenants, promises and agrees to and with the said Grantee, its successors and assigns, that neither the Grantor, nor its successors or assigns, shall or will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the transfer of ownership of Grantor's right, title and interest in and to the Sanitary Sewer Facilities as now established by the Grantee, and by reason of this Grant.

**AND FURTHER**, that the said Grantor, for itself, and its successors and assigns, by these presents further covenant, promise and agree to WARRANT AND FOREVER DEFEND the Grantee, its successors and assigns, against any and all person or persons whomsoever, lawfully claiming or to claim the Sanitary Sewer Facilities above described or any part thereof, by, from or under him, her, them or any of them.

***SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, Grantor and Grantee have caused this instrument to be executed by their respective duly authorized officers the day and year above written.


**ACCEPTED** by Upper Uwchlan Township on \_\_\_\_\_, 2022.

GRANTOR:

TOLL MID-ATLANTIC LP  
COMPANY, INC., a Delaware corporation

Witness:

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

By:   
Name: Justin K Hunt  
Title: Senior Urban Development Manager

Attest:

GRANTEE:  
UPPER UWCHLAN TOWNSHIP

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

By: \_\_\_\_\_  
Sandra M. D'Amico  
Chairperson, Board of Supervisors

## ACKNOWLEDGMENT

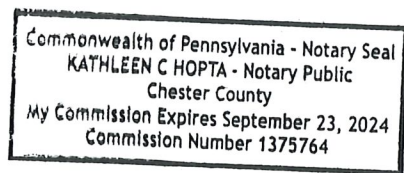
**COMMONWEALTH OF PENNSYLVANIA**           )  
   )  
**COUNTY OF CHESTER**                           )           SS.

On the 1<sup>st</sup> day of August, 2022, before me, a Notary Public in and for the above County and State, personally appeared Justin K Hunt, who acknowledged him/herself to be the Sr. Land Development Mgr. of TOLL MID-ATLANTIC LP COMPANY, INC., a Delaware corporation, and that s/he as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Kathleen C Hapta  
Notary Public

My Commission Expires: September 23, 2024



## ACKNOWLEDGMENT

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 202\_, before me, a Notary Public in and for the above County and State, personally appeared Sandra M. D’Amico, who acknowledged herself to be the Chairperson of the Upper Uwchlan Township Board of Supervisors, and that she as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Notary Public

My Commission Expires:

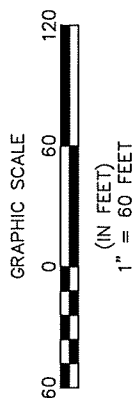
## **EXHIBIT “A”**

[See attached plan.]

NOTES:

1. BASE INFORMATION COMPILED FROM A PLAN ENTITLED, "PRELIMINARY FINAL PLAN, SUBDIVISION PLAN FOR JANKOWSKI TRACT", PREPARED BY EDWARD B. WALSH & ASSOCIATES, INC., DATED AUGUST 8, 2017; LAST REVISED JULY 16, 2019 AND RECORDED ON AUGUST 28, 2019, BOOK 00598, PAGE 1, IN THE CHESTER COUNTY RECORDER OF DEEDS OFFICE. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

2.



20" WIDE SANITARY SEWER EASEMENT CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
EC1	25.00'	18.86'	18.41'	S56°11'38"W	43°21'56"
EC2	34.00'	27.77'	27.76'	S75°27'47"W	4°40'47"
EC3	40.00'	33.16'	33.15'	S75°27'47"W	13.89°

## **EXHIBIT “B”**

[See attached legal description.]



# ESE CONSULTANTS

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

June 6, 2022

## DESCRIPTION OF PROPERTY 20' WIDE SANITARY SEWER EASEMENT THROUGH OPEN SPACE CHESTER SPRINGS CROSSING

All that parcel of land situated in the Township of Upper Uwchlan, County of Chester, Commonwealth of Pennsylvania, as show on a plan entitled, "Exhibit Plan, 20' Wide Sanitary Sewer Easement through Open Space, Chester Springs Crossing", prepared by ESE Consultants, Fort Washington, Pa 19034., dated June 6, 2022 and recorded or about to be recorded in the Chester County Recorder of Deeds Office, more particularly described as follows:

Beginning at a common corner of Lot 33 and Open Space, on the curved westerly side of Maggie Lane (50' R.O.W.) and running;

1. Along said westerly side, passing along an arc of a circle curving to the right, having a radius of 25.00 feet, an arc distance of 18.86 feet, a chord bearing of South 56 degrees 11 minutes 38 seconds West, a chord distance of 18.41 feet to a point of reverse curve on the curved northerly side of Milford Road Extension (50' R.O.W.), a concrete monument to be set; thence
2. Along said northerly side, passing along an arc of a circle curving to the left, having a radius of 340.00 feet, an arc distance of 27.77 feet, a chord bearing of South 75 degrees 27 minutes 42 seconds West, a chord distance of 27.76 feet; thence
3. Passing into Open Space the following five (5) courses and distances, North 86 degrees 09 minutes 32 seconds West, a distance of 86.83 feet; thence
4. North 04 degrees 36 minutes 18 seconds East, a distance of 82.02 feet; thence
5. North 62 degrees 28 minutes 54 seconds West, a distance of 96.05 feet; thence
6. North 12 degrees 06 minutes 52 seconds East, a distance of 20.75 feet; thence
7. South 62 degrees 28 minutes 54 seconds East, a distance of 114.82 feet to a corner of Lot 33; thence
8. Along Lot 33, the following two (2) courses and distances, South 04 degrees 36 minutes 18 seconds West, a distance of 75.01 feet; thence
9. South 86 degrees 09 minutes 32 seconds East, a distance of 107.49 feet to the first mentioned point and place of beginning.

Containing 5,723 square feet of land.

Subject to easements and restrictions of record, if any.

Description prepared by ESE Consultants, Inc., Fort Washington, Pa. 19034.

ALYSON M. ZARRO  
alyson@rrhc.com  
extension 202



August 4, 2022

*via hand delivery*

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

**Re: Toll/Chester Springs Crossing (f/k/a Jankowski)  
Site Improvements Dedication**

Dear Gwen:

Enclosed in connection with dedication of Site Improvements in the Chester Springs Crossing development are the following documents:

1. Three (3) originals of a Maintenance Security Agreement between Toll Mid-Atlantic LP Company, Inc. and Upper Uwchlan Township, which have been executed on behalf of Toll;
2. Three (3) originals of a Deed of Dedication for Maggie Lane, Michael Way and Milford Road Extension, which have been executed on behalf of Toll; and
3. One (1) original Maintenance Bond No. 1097266 in the amount of \$269,889.35 issued by the Hanover Insurance Company.

Additionally, enclosed is the Final Release Request for Performance Surety Bond No. 1078005 pertaining to the Site Improvements.

It is our understanding that Toll is currently completing punch list items and is coordinating inspections with Gilmore & Associates, Inc. In the event that the remaining items are satisfied in a manner timely for the August 15<sup>th</sup> Board of Supervisors meeting, we request that the offer of dedication for the roads and the final release of the Performance Bond be placed on the Board's Agenda for that evening.

Very truly yours,

ALYSON M. ZARRO

AMZ/mrm  
Enclosures

cc: Tony Scheivert, Township Manager (*w/enclosures via email*)  
Kristin Camp, Esquire, Township Solicitor (*w/enclosures via email*)  
Justin Hunt, Toll Brothers (*w/enclosures via email*)

rrhc.com

## **MAINTENANCE SECURITY AGREEMENT**

### **CHESTER SPRINGS CROSSING, A PLANNED COMMUNITY (F/K/A THE JANKOWSKI TRACT) SITE IMPROVEMENTS**

KNOW ALL MEN BY THESE PRESENTS, that TOLL MID-ATLANTIC LP COMPANY, INC., a Delaware Corporation with offices at 1140 Virginia Drive, Fort Washington, Pennsylvania 19034 (hereinafter "Developer") is held and firmly bound unto UPPER UWCHLAN TOWNSHIP (hereinafter "Township") with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425, in the sum of TWO HUNDRED SIXTY NINE THOUSAND EIGHT HUNDRED EIGHTY NINE AND 35/100 DOLLARS (\$269,889.35), lawful money of the United States of America, to be paid to the said Township, its successors and assigns, should the Developer fail to comply with the terms hereof and payment of which is secured by a Maintenance Bond established with THE HANOVER INSURANCE COMPANY (hereinafter "Surety").

**PURPOSE OF AGREEMENT:** The Developer has applied for and obtained permission to develop and subdivide certain lands, known as "Chester Springs Crossing,(f/k/a the Jankowski Tract), as more fully described in a plan entitled "Subdivision Plan for Jankowski Tract" prepared by Edward B. Walsh & Associates, Inc., dated August 8, 2017 and last revised July 16, 2019, which was recorded in the Office of the Chester County Recorder of Deeds in Plan Book No. 20588 ("Final Plan"). The Developer has installed, constructed and completed certain public site improvements in Chester Springs Crossing, which are set forth on Exhibit "A" attached hereto and made a part hereof (hereinafter "Improvements") and which are more fully depicted on plans entitled "Storm Sewer Final As-Built", Sheet 1: Maggie Lane dated April 1, 2022, Sheet 2: Milford Road Extension dated April 1, 2022 and last revised June 1, 2022, and Sheet 3: Michael Way/Off Road dated April 1, 2022 and last revised June 1, 2022, prepared by ESE Consultants, Inc.

The Developer has offered to dedicate said Improvements to the Township.

It is a condition of acceptance that the Developer give appropriate security to secure the structural integrity of said Improvements, as well as the functioning thereof in accordance with the design and specifications as depicted on the Final Plan. Said security is given in the form of a bond and said bond is attached hereto as Exhibit "B" and made a part hereof ("Maintenance Bond").

NOW, THEREFORE, the conditions of this obligation is such that if the Developer shall well and truly repair or replace all defects in workmanship and materials appearing in the Improvements and shall repair all defects and damage caused by lack of structural integrity or failure of the Improvements to function in accordance with the design and specifications as depicted in the Final Plan where said defects appear, within eighteen (18) months from the date hereof, then and in that event this obligation shall be null and void; otherwise, it shall remain in full force, virtue and effect.

Although the Maintenance Bond is limited to fifteen (15%) percent of the cost of said Improvements, the Developer shall be liable, nevertheless, for the full costs of repair or replacement due to defects in workmanship and materials appearing in the Improvements and for the full cost of repair of all defects or damage caused by lack of structural integrity or failure of the Improvements to function in accordance with the design and specifications as depicted on the Final Plan where said defects appear within eighteen (18) months.

The Township shall not proceed against the Developer under this Agreement unless notice of any defective condition or failure of the Improvements to function in accordance with the Final Plans has been given within said eighteen (18) month period. The Township shall give said notice to the Developer and the Surety as soon as practical after the Township has actual notice of the said condition.

The Developer shall inform the Township in writing within ten (10) days of receipt of notice of a condition requiring repair work or replacement of material of its intention to proceed therewith. If the Developer's communication is not received, the Township may proceed to recover its claim from the Developer pursuant to the terms of the Maintenance Bond. The Developer shall have thirty (30) days from the Township's notice within which to commence any repair work or replacement of material. If said work or replacement is not commenced within said thirty (30) days or if said work is not diligently pursued and continued, the Township, in addition to any other legal or equitable remedies it has, shall draw down the required Maintenance Bond and cure the Developer's default by withdrawing from the Maintenance Bond so much thereof as is necessary to cure the Developer's default, up to the full amount thereof. The Township shall represent to the Surety that the Township has delivered the required notice and opportunity to cure to the Developer, described hereinabove, when the Township proceeds against the Maintenance Bond.

All notices given hereunder shall be by certified mail, return receipt requested. The addresses for service of notice are as follows:

Developer: Toll Mid-Atlantic LP Company, Inc.  
1140 Virginia Drive  
Fort Washington, PA 19034

Township: 140 Pottstown Pike  
Chester Springs, PA 19425  
Attn: Township Manager

Surety: Federal Insurance Company  
c/o Simkiss and Block  
1041 Old Cassatt Road  
Berwyn, PA 19312  
Attn.: Daniel P. Dunigan

Any amount in the Maintenance Bond remaining after the completion and acceptance of any maintenance work required under the terms of this Agreement, and upon completion of all

conditions of this Agreement, including expiration of the eighteen (18) month period hereof, shall be released to the Developer, within a reasonable period of time after the Township determines compliance with all provisions of the Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Maintenance Security Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By: TOLL MID-ATLANTIC LP COMPANY,  
INC., a Delaware corporation

Witness:

By: Nancy M. McMeans  
Name: Nancy M. McMeans  
Title: Admin. Dir., Land Dev.

By: [Signature]  
Name: Justin K Hunt  
Title: Senior Land Development Manager

Attest:

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

UPPER UWCHLAN TOWNSHIP

\_\_\_\_\_  
Sandra M. D'Amico, Chair

\_\_\_\_\_  
Jennifer F. Baxter, Vice-Chair

\_\_\_\_\_  
Andy Durkin, Supervisor

## EXHIBIT “A”



ESCROW STATUS REPORT										GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426									
PROJECT NAME:		Chester Springs Crossing (aka- Jankowski Tract)		SUMMARY OF ESCROW ACCOUNT				AMOUNT OF CURRENT CONST. RELEASE:		\$ -		AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%):		\$ -		AMOUNT OF ENGINEERING/INSPECTION RELEASE:		\$ -	
PROJECT NUMBER:		04-1214T		TOTAL CONSTRUCTION (100%) = \$ 1,499,385.29				TOWNSHIP SECURITY (10%) = \$ 149,938.53				ENGINEERING/INSPECTION (10%) = \$ 149,938.53				AMOUNT OF CURRENT TOTAL RELEASE:		\$ -	
PROJECT SPONSOR:		UPPER UWCHLAN TOWNSHIP		ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -								TOTAL OF CONST. RELEASES TO DATE:		\$ -		CONSTRUCTION ESCROW REMAINING:		\$ 1,499,385.29	
MUNICIPALITY:				GRAND TOTAL ESCROWED = \$ 1,799,262.35								TOTAL RETAINAGE/SECURITY RELEASES TO DATE:		\$ -		RETAINAGE/SECURITY ESCROW REMAINING:		\$ 149,938.53	
ESCROW AGENT:				RELEASE NO.:								TOTAL ESCROW REMAINING:		\$ 1,799,262.35		CONSTRUCTION COMPLETION:		0%	
TYPE OF SECURITY:				REQUEST DATE:															
AGREEMENT DATE:																			



ESCROW STATUS REPORT											
GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426											
PROJECT NAME: Chester Springs Crossing (aka- Jankowski Tract)		SUMMARY OF ESCROW ACCOUNT									
PROJECT NUMBER: 04-1214T		TOTAL CONSTRUCTION (100%) = \$ 1,499,385.29				AMOUNT OF CURRENT CONST. RELEASE: \$ -					
PROJECT SPONSOR: UPPER UWCHLAN TOWNSHIP		TOWNSHIP SECURITY (10%) = \$ 149,938.53				AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -					
MUNICIPALITY:		ENGINEERING/INSPECTION (10%) = \$ 149,938.53				AMOUNT OF ENGINEERING/INSPECTION RELEASE: \$ -					
		ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -				AMOUNT OF CURRENT TOTAL RELEASE: \$ -					
ESCROW AGENT:		GRAND TOTAL ESCROWED = \$ 1,799,262.35				TOTAL OF CONST. RELEASES TO DATE: \$ -					
TYPE OF SECURITY:		RELEASE NO.:				CONSTRUCTION ESCROW REMAINING: \$ 1,499,385.29					
AGREEMENT DATE:		REQUEST DATE:				CONSTRUCTION ESCROW REMAINING: \$ 1,799,262.35					
						CONSTRUCTION COMPLETION: 0%					
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	PERCENT
AMENDED SOILS (2 FT DEPTH)			CY	252	\$12.00	\$ 3,024.00		\$ -	252	\$ 3,024.00	0%
WASHED 2B STONE (0.5 FT DEPTH)			CY	76	\$15.00	\$ 1,140.00		\$ -	76	\$ 1,140.00	0%
4" PERF PVC UNDERDRAIN			LF	207	\$25.00	\$ 5,175.00		\$ -	207	\$ 5,175.00	0%
NONWOVEN GEOTEXTILE			SF	4,347	\$0.25	\$ 1,086.75		\$ -	4,347	\$ 1,086.75	0%
SEDIMENT BASIN #2 / BIORETENTION BASIN #2											
EARTHWORK			LS	1	\$12,000.00	\$ 12,000.00		\$ -	1	\$ 12,000.00	0%
EROSION CONTROL MATTING - SLOPES			SF	25,119	\$0.25	\$ 6,279.75		\$ -	25,119	\$ 6,279.75	0%
EMERGENCY SPILLWAY MATTING			SF	3,900	\$0.50	\$ 1,950.00		\$ -	3,900	\$ 1,950.00	0%
OUTLET STRUCTURE			EA	1	\$3,500.00	\$ 3,500.00		\$ -	1	\$ 3,500.00	0%
SKIMMER			EA	1	\$1,750.00	\$ 1,750.00		\$ -	1	\$ 1,750.00	0%
24" RCP			LF	226	\$58.02	\$ 13,112.52		\$ -	226	\$ 13,112.52	0%
ANTI-SEEP COLLARS			EA	2	\$750.00	\$ 1,500.00		\$ -	2	\$ 1,500.00	0%
ENDWALL			EA	1	\$1,000.00	\$ 1,000.00		\$ -	1	\$ 1,000.00	0%
RIP-RAP APRON			EA	1	\$500.00	\$ 500.00		\$ -	1	\$ 500.00	0%
SSF BAFFLE			LF	822	\$17.00	\$ 13,974.00		\$ -	822	\$ 13,974.00	0%
BASIN CONVERSION			LS	1	\$7,000.00	\$ 7,000.00		\$ -	1	\$ 7,000.00	0%
AMENDED SOILS (2 FT DEPTH)			CY	2,170	\$12.00	\$ 26,040.00		\$ -	2,170	\$ 26,040.00	0%
WASHED 2B STONE (0.5 FT DEPTH)			CY	200	\$15.00	\$ 3,000.00		\$ -	200	\$ 3,000.00	0%
4" PERF PVC UNDERDRAIN			LF	540	\$25.00	\$ 13,500.00		\$ -	540	\$ 13,500.00	0%
NONWOVEN GEOTEXTILE			SF	11,340	\$0.25	\$ 2,835.00		\$ -	11,340	\$ 2,835.00	0%
RAIN GARDEN #1											
AMENDED SOILS (2 FT DEPTH)			CY	363	\$12.00	\$ 4,356.00		\$ -	363	\$ 4,356.00	0%
WASHED 2B STONE (1 FT DEPTH)			CY	182	\$15.00	\$ 2,730.00		\$ -	182	\$ 2,730.00	0%
4" PERF PVC UNDERDRAIN			LF	153	\$25.00	\$ 3,825.00		\$ -	153	\$ 3,825.00	0%
NONWOVEN GEOTEXTILE			SF	4,901	\$0.25	\$ 1,225.25		\$ -	4,901	\$ 1,225.25	0%
RAIN GARDEN #2											
AMENDED SOILS (2 FT DEPTH)			CY	278	\$12.00	\$ 3,336.00		\$ -	278	\$ 3,336.00	0%
WASHED 2B STONE (1 FT DEPTH)			CY	139	\$15.00	\$ 2,085.00		\$ -	139	\$ 2,085.00	0%
4" PERF PVC UNDERDRAIN			LF	272	\$25.00	\$ 6,800.00		\$ -	272	\$ 6,800.00	0%
NONWOVEN GEOTEXTILE			SF	3,750	\$0.25	\$ 937.50		\$ -	3,750	\$ 937.50	0%

# ESCROW STATUS REPORT

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

PROJECT NAME:	Chester Springs Crossing (aka- Jankowski Tract)	SUMMARY OF ESCROW ACCOUNT				AMOUNT OF CURRENT CONST. RELEASE:			
PROJECT NUMBER:	04-1214T	TOTAL CONSTRUCTION (100%) = \$ 1,499,385.29				AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%):			
PROJECT SPONSOR:	UPPER UWCHLAN TOWNSHIP	TOWNSHIP SECURITY (10%) = \$ 149,938.53				AMOUNT OF ENGINEERING/INSPECTION RELEASE:			
MUNICIPALITY:		ENGINEERING/INSPECTION (10%) = \$ 149,938.53				AMOUNT OF CURRENT TOTAL RELEASE:			
		ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -				TOTAL OF CONST. RELEASES TO DATE:			
ESCROW AGENT:		GRAND TOTAL ESCROWED = \$ 1,799,262.35				CONSTRUCTION ESCROW REMAINING:			
TYPE OF SECURITY:		RELEASE NO.:				TOTAL RETAINAGE/SECURITY RELEASES TO DATE:			
AGREEMENT DATE:		REQUEST DATE:				RETAINAGE/SECURITY ESCROW REMAINING:			
		TOTAL ESCROW REMAINING: \$ 1,799,262.35				TOTAL ESCROW REMAINING: \$ 1,799,262.35			
		CONSTRUCTION COMPLETION: 0%				CONSTRUCTION COMPLETION: 0%			

ESCROW TABULATION											
CONSTRUCTION ITEMS				UNITS		QUANTITY		UNIT PRICE		TOTAL AMOUNT	

# ESCROW STATUS REPORT

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

PROJECT NAME:	Chester Springs Crossing (aka- Jankowski Tract)	SUMMARY OF ESCROW ACCOUNT		AMOUNT OF CURRENT CONST. RELEASE:		
PROJECT NUMBER:	04-1214T	TOTAL CONSTRUCTION (100%) = \$ 1,499,385.29		AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%):		\$ -
PROJECT SPONSOR:	UPPER UWCHLAN TOWNSHIP	TOWNSHIP SECURITY (10%) = \$ 149,938.53		AMOUNT OF ENGINEERING/INSPECTION RELEASE:		\$ -
MUNICIPALITY:		ENGINEERING/INSPECTION (10%) = \$ 149,938.53		AMOUNT OF CURRENT TOTAL RELEASE:		\$ -
		ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -		TOTAL OF CONST. RELEASES TO DATE:		\$ -
ESCROW AGENT:		GRAND TOTAL ESCROWED = \$ 1,799,262.35		CONSTRUCTION ESCROW REMAINING:		\$ 1,499,385.29
TYPE OF SECURITY:		RELEASE NO.:		TOTAL RETAINAGE/SECURITY RELEASES TO DATE:		\$ -
AGREEMENT DATE:		REQUEST DATE:		RETAINAGE/SECURITY ESCROW REMAINING:		\$ 149,938.53
				TOTAL ESCROW REMAINING:		\$ 1,799,262.35
				CONSTRUCTION COMPLETION:		0%

CONSTRUCTION ITEMS	UNITS	CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE
		QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	PERCENT

## F. PAVING & CURBING

FINE GRADE	SY	11,377	\$ 1.06	\$ 12,059.62		\$ -	11,377	\$ 12,059.62	0%
5" 2A MODIFIED	SY	11,377	\$ 4.90	\$ 55,747.30		\$ -	11,377	\$ 55,747.30	0%
5" 25MM BASE	SY	11,377	\$ 18.40	\$ 209,336.80		\$ -	11,377	\$ 209,336.80	0%
3" 19MM BINDER	SY	11,377	\$ 12.25	\$ 139,368.25		\$ -	11,377	\$ 139,368.25	0%
CLEAN & TACK	SY	11,377	\$ 0.50	\$ 5,688.50		\$ -	11,377	\$ 5,688.50	0%
1.5" 9.5MM WEARING	SY	11,377	\$ 6.60	\$ 75,088.20		\$ -	11,377	\$ 75,088.20	0%
BELGIAN BLOCK	LF	7,044	\$ 16.40	\$ 115,521.60		\$ -	7,044	\$ 115,521.60	0%
MOUNTABLE CURB ISLAND	LF	151	\$ 15.00	\$ 2,265.00		\$ -	151	\$ 2,265.00	0%
SIDEWALK	SY	2,020	\$ 35.00	\$ 70,700.00		\$ -	2,020	\$ 70,700.00	0%
WALKING TRAIL	SY	2,016	\$ 40.00	\$ 80,640.00		\$ -	2,016	\$ 80,640.00	0%
SUBTOTAL ITEM F				\$ 766,415.27		\$ -		\$ 766,415.27	0%

## G. LANDSCAPING

SHADE TREES	EA	21	\$350.00	\$ 7,350.00		\$ -	21	\$ 7,350.00	0%
STREET TREES	EA	138	\$225.00	\$ 31,050.00		\$ -	138	\$ 31,050.00	0%
EVERGREEN TREES	EA	47	\$200.00	\$ 9,400.00		\$ -	47	\$ 9,400.00	0%
SHRUBS	EA	55	\$45.00	\$ 2,475.00		\$ -	55	\$ 2,475.00	0%
SUBTOTAL ITEM G				\$ 50,275.00		\$ -		\$ 50,275.00	0%

## H. MISCELLANEOUS

CONSTRUCTION STAKING	LS	1	\$40,000.00	\$ 40,000.00		\$ -	1	\$ 40,000.00	0%
MONUMENTATION	LS	1	\$10,000.00	\$ 10,000.00		\$ -	1	\$ 10,000.00	0%
AS-BUILTS	LS	1	\$15,000.00	\$ 15,000.00		\$ -	1	\$ 15,000.00	0%
ADA RAMP/TRUNCATED DOMES	EA	6	\$ 500.00	\$ 3,000.00		\$ -	6	\$ 3,000.00	0%
SIGNS	EA	29	\$ 200.00	\$ 5,800.00		\$ -	29	\$ 5,800.00	0%
PAVEMENT MARKINGS	LS	1	\$ 7,500.00	\$ 7,500.00		\$ -	1	\$ 7,500.00	0%
FENCE WITH GATE (DOG PARK)	LF	560	\$ 7.00	\$ 3,920.00		\$ -	560	\$ 3,920.00	0%
WOODCHIP AREA (DOG PARK)	SF	729	\$ 1.25	\$ 911.25		\$ -	729	\$ 911.25	0%

ESCROW STATUS REPORT										GILMORE & ASSOCIATES, INC. 184 WEST MAIN STREET SUITE 300 TRAPPE, PA 19426																	
PROJECT NAME:		Chester Springs Crossing (aka- Jankowski Tract)		SUMMARY OF ESCROW ACCOUNT										AMOUNT OF CURRENT CONST. RELEASE: \$ -													
PROJECT NUMBER:		04-1214T		AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -										AMOUNT OF CURRENT RETAINAGE/SECURITY RELEASE (10%): \$ -													
PROJECT SPONSOR:		UPPER UWCHLAN TOWNSHIP		TOTAL CONSTRUCTION (100%) = \$ 1,499,385.29										AMOUNT OF ENGINEERING/INSPECTION RELEASE: \$ -													
MUNICIPALITY:				TOWNSHIP SECURITY (10%) = \$ 149,938.53										AMOUNT OF CURRENT TOTAL RELEASE: \$ -													
				ENGINEERING/INSPECTION (10%) = \$ 149,938.53																							
				ADMINISTRATIVE AND LEGAL FEES (2%) = \$ -										TOTAL OF CONST. RELEASES TO DATE: \$ -													
ESCROW AGENT:				GRAND TOTAL ESCROWED = \$ 1,799,262.35										CONSTRUCTION ESCROW REMAINING: \$ 1,499,385.29													
TYPE OF SECURITY:														TOTAL RETAINAGE/SECURITY RELEASES TO DATE: \$ -													
AGREEMENT DATE:														RETAINAGE/SECURITY ESCROW REMAINING: \$ 149,938.53													
				RELEASE NO.:										TOTAL ESCROW REMAINING: \$ 1,799,262.35													
				REQUEST DATE:										CONSTRUCTION COMPLETION: 0%													
ESCROW TABULATION														CURRENT ESCROW RELEASE				ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)				ESCROW REMAINING (AFTER CURRENT REQUEST)				PERCENT COMPLETE	
CONSTRUCTION ITEMS				UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT	PERCENT										
TRASH RECEPTACLE (DOG PARK)				EA	2	\$ 500.00	\$ 1,000.00		\$ -		\$ -		\$ -	2	\$ 1,000.00	0%	0%										
BENCH (DOG PARK)				EA	1	\$ 750.00	\$ 750.00		\$ -		\$ -		\$ -	1	\$ 750.00	0%	0%										
SUBTOTAL ITEM H							\$ 87,881.25		\$ -		\$ -		\$ -		\$ 87,881.25	0%	0%										
TOTAL IMPROVEMENTS - ITEMS A-H							\$ 1,499,385.29		\$ -		\$ -		\$ -		\$ 1,499,385.29	0%	0%										
I. RETAINAGE (10%)									-		-		-														
NET CONSTRUCTION RELEASE							\$ 1,499,385.29		\$ -		\$ -		\$ -		\$ 1,499,385.29	0%	0%										
J. CONTINGENCY (10%)							\$ 149,938.53		\$ -		\$ -		\$ -		\$ 149,938.53	0%	0%										
K. ENGINEERING/INSPECTION (10%)							\$ 149,938.53		\$ -		\$ -		\$ -		\$ 149,938.53	0%	0%										
SURETY AMOUNT							\$ 1,799,262.35		\$ -		\$ -		\$ -		\$ 1,799,262.35	0%	0%										
Maintenance Bond Amount (15%)							\$ 269,889.35																				

EXHIBIT "B"

MAINTENANCE BOND  
CHESTER SPRINGS CROSSINGS – SITE WORK

KNOW ALL MEN BY THESE PRESENTS: THAT WE, TOLL MID-ATLANTIC LP COMPANY, INC., as Principal, and THE HANOVER INSURANCE COMPANY, a Corporation of New Hampshire licensed to do business in the State of PENNSYLVANIA, as Surety, are held and firmly bound unto UPPER UWCHLAN TOWNSHIP., as Obligee, in the full and just sum of TWO HUNDRED SIXTY NINE THOUSAND EIGHT HUNDRED EIGHTY NINE AND 35/100 Dollars (\$269,889.35), lawful money of the United States of America to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

SIGNED SEALED AND DATED THIS 25 TH DAY OF JULY, 2022.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS THE PRINCIPAL ENTERED INTO A MAINTENANCE SECURITY AGREEMENT WITH UPPER UWCHLAN TOWNSHIP FOR SITE IMPROVEMENTS IN THE SUBDIVISION KNOWN AS CHESTER SPRINGS CROSSING (f/k/a Jankowski Tract).

AND WHEREAS, the Obligee requires a guarantee from the Principal to secure structural integrity of the site improvements as well as the functioning of the dedicated site improvements in accordance with the design and specifications as depicted on the final plan.

NOW, THEREFORE, if the Principal shall make repairs or replacements which may become necessary during the period of EIGHTEEN (18) MONTHS FROM DATE OF ACCEPTANCE OF DEDICATION, because of defective materials or workmanship or the failure of the site improvements to function in accordance with the design and specifications as depicted on the Plan in connection with the Maintenance Security Agreement, which defectiveness the Obligee shall give Principal and Surety written notice 30 days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect. If Principal fails to make such repairs or replacements which may become necessary during the period of 18 months from the date of acceptance of dedication, Surety shall upon demand from Obligee pay over to the Obligee as much of this maintenance bond as determined by the Obligee will be necessary for the making of such repairs or replacements.

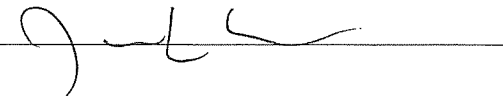
All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the expiration of the maintenance period provided for herein.

ATTEST

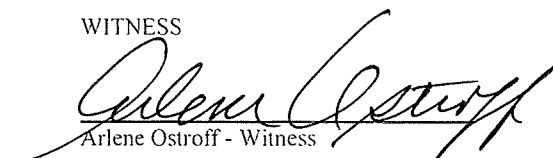


TOLL MID-ATLANTIC LP COMPANY, INC.

BY:

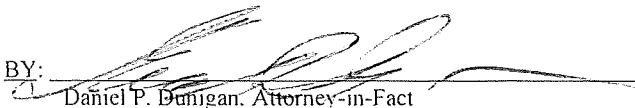


WITNESS

  
Arlene Ostroff - Witness

THE HANOVER INSURANCE COMPANY

BY:

  
Daniel P. Dunigan, Attorney-in-Fact

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Brian C. Block, Joseph W. Kolok, Jr., James L. Hahn and/or Daniel P. Dunigan

Of The Simkiss Agency of Berwyn, PA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

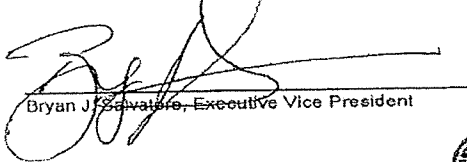
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

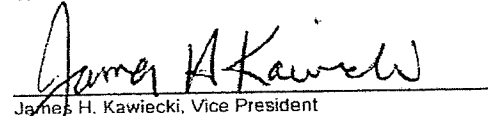
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 3<sup>rd</sup> day of February, 2022.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
Bryan J. Savatere, Executive Vice President



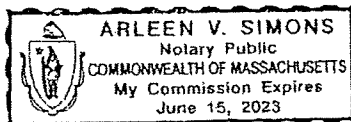
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

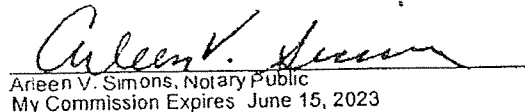
  
James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 3<sup>rd</sup> day of February, 2022 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

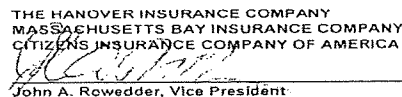


  
Arleen V. Simons, Notary Public  
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 25 TH day of JULY. 2022.

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA  
  
John A. Rowedder, Vice President

**PREPARED BY AND RETURN TO:**

Riley Riper Hollin & Colagreco  
Attn: Alyson M. Zarro, Esquire  
717 Constitution Drive, Suite 201  
P.O. Box 1265  
Exton, PA 19341  
(610) 458-4400

UPI No.: None required - Road Right-of-Way

**DEED OF DEDICATION  
CHESTER SPRINGS CROSSING  
MAGGIE LANE, MICHAEL WAY AND MILFORD ROAD EXTENSION  
ROAD RIGHTS-OF-WAY AND STORM SEWER PIPES AND APPURTENANCES**

**THIS INDENTURE**, made this \_\_\_ day of \_\_\_\_\_, 2022, by and among **TOLL MID-ATLANTIC LP COMPANY, INC.**, a Delaware Corporation, with an address of 1140 Virginia Drive, Fort Washington, PA 19034 (hereinafter called "Grantor"); and

**UPPER UWCHLAN TOWNSHIP**, a municipality duly organized pursuant to the Pennsylvania Second Class Township Code, 53 P.S. § 65101, *et seq.*, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (hereinafter called "Grantee").

**WHEREAS**, Grantor is the owner of certain streets in fee of a subdivision in Upper Uwchlan Township, Chester County, Pennsylvania, known as the "Chester Springs Crossing" (the "Development"); and

**WHEREAS**, the Grantor desires to dedicate those certain streets and rights-of-way situated within the Development, which are shown on a plan entitled "Subdivision Plan for Jankowski Tract", prepared by Edward B. Walsh & Associates, Inc. dated August 8, 2017 and last revised July 16, 2019, and recorded in the Office of the Recorder of Deeds of Chester County at Book No. 20588 (the "Plan").

**NOW THEREFORE**, the Grantor, for and in consideration of ONE DOLLAR (\$1.00), as well as the advantages to it accruing as for diverse other considerations affecting the public welfare, which it seeks to advance, has granted, bargained, dedicated and conveyed, and by these presents does grant, bargain, dedicate and convey unto the Grantee, its successors and assigns,

**ALL THOSE CERTAIN** parcels of land situated in Upper Uwchlan Township, Chester County, Pennsylvania, being the beds of public streets and rights-of-way therefore named



Maggie Lane, Michael Way and Milford Road Extension, as more particularly described in metes and bounds in Exhibits "A", "B" and "C", respectively, which are attached hereto and made a part hereof.

**EXCEPTING AND RESERVING THEREFROM** the landscaped islands and parallel parking areas within the Milford Road Extension right-of-way, as shown on the Plan, which shall be maintained, repaired and replaced by the Chester Springs Crossing Community Association, Inc., in accordance with the Declaration of Covenants, Easements, Conditions and Restrictions for Chester Springs Crossing, a Planned Community, recorded in the Office of the Chester County Recorder of Deeds in Book 10252, Page 1975.

**BEING** part of the same premises which Henry F. Jankowski by Deed dated July 18, 2019, and recorded in the Office of the Chester County Recorder of Deeds on July 23, 2019 in Book 9965, Page 2242, conveyed unto Toll Mid-Atlantic LP Company, Inc., a Delaware corporation, in fee.

**TOGETHER WITH**, transfer of ownership of all of Grantor's right, title and interest in and to storm sewer pipes located within the beds of said public streets and rights-of-way hereinabove described, with accessories and appurtenances, and a right-of-way in and along the premises conveyed hereby, for the purpose of free access to replace, renew, repair and maintain said storm sewer pipes, with accessories and appurtenances.

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

**TO HAVE AND TO HOLD** the said parcels of land above described unto the Grantee, its successors, and assigns, forever as and for public streets or highways and such curbs and sidewalks, as may be constructed as a part of the premises, to the extent and with the same effect as if the said streets had been opened by a Decree of Court of Common Pleas of Chester County, after proceedings duly had for that purpose under and in pursuance of the road laws of the Commonwealth of Pennsylvania.

**UNDER AND SUBJECT**, nevertheless, to certain conditions and restrictions of record, as aforesaid.

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

**AND FURTHER**, that the said Grantor, for itself, and its successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the public improvements above-described, conveyed by the Grantor to the said Grantee by this Indenture, against the said Grantor, its successors and assigns, and against any and all person or persons whatsoever lawfully claiming or to claim the same or any part thereof,

by, from or under the said Grantor, or it, them, or any of them, shall and will forever  
**WARRANT AND DEFEND.**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**


**IN WITNESS WHEREOF**, Grantor and Grantee have caused this instrument to be executed by their respective duly authorized officers the day and year above written.

**ACCEPTED** by Upper Uwchlan Township on \_\_\_\_\_, 20\_\_\_\_.

GRANTOR:

TOLL MID-ATLANTIC LP COMPANY,  
INC., a Delaware corporation

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

By:   
Name: Justin K Hunt  
Title: SENIOR LAND DEVELOPMENT MANAGER

Attest:

GRANTEE:  
TOWNSHIP OF UPPER UWCHLAN

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

By: \_\_\_\_\_  
Sandra D'Amico  
Chairperson, Board of Supervisors

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF Montgomery

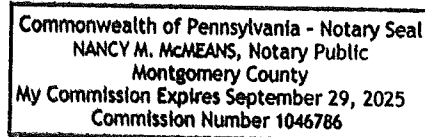
SS.

On the 9<sup>th</sup> day of June, 2022, before me, a Notary Public in and for the above County and State, personally appeared Justin K. Hunt who acknowledged him/herself to be the Sr. Land Development Manager of Toll Mid-Atlantic LP Company, Inc., a Delaware corporation, and that s/he as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Nancy M. McMeans  
Notary Public

My Commission Expires: 9/29/25



## ACKNOWLEDGMENT

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the above County and State, personally appeared Sandra D’Amico, who acknowledged herself to be the Chairperson of the Upper Uwchlan Township Board of Supervisors, and that she as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Notary Public

My Commission Expires:

## EXHIBIT “A”

# ESE CONSULTANTS

ENGINEERING · PLANNING · SURVEYING · ENVIRONMENTAL

June 6, 2022

## DESCRIPTION OF PROPERTY MAGGIE LANE (50' R.O.W.) CHESTER SPRINGS CROSSING

All that parcel of land situated in the Township of Upper Uwchlan, County of Chester, Commonwealth of Pennsylvania, as show on a plan entitled, "Preliminary/Final Plan, Subdivision Plan for Jankowski Tract", prepared by Edward B. Walsh & Associates, Inc., dated August 8, 2017, last revised July 16, 2019 and recorded in the Chester County Recorder of Deeds Office on August 28, 2019, Book 20588, Page 1, more particularly described as follows:

Beginning at a corner of Lot 12, on the northerly side of Milford Road Extension (50' R.O.W.), a concrete monument to be set and running;

1. Along said northerly side and passing along the beginning of Maggie Lane (50' R.O.W.), the following two (2) courses and distances, passing along an arc of a circle curving to the left, having a radius of 300.00 feet, an arc distance of 66.21 feet, a chord bearing of South 68 degrees 48 minutes 35 seconds West, a chord distance of 66.07 feet to a point of tangency; thence
2. South 62 degrees 29 minutes 15 seconds West, a distance of 28.59 feet to a corner of Lot 35, a point of cusp; thence
3. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 38.05 feet, a chord bearing of North 18 degrees 52 minutes 50 seconds East, a chord distance of 34.49 feet to a point of tangency on the westerly side of Maggie Lane; thence
4. Along said westerly side, the following four (4) courses and distances, North 24 degrees 43 minutes 35 seconds West, a distance of 4.57 feet to a point of curve; thence
5. Passing along an arc of a circle curving to the right, having a radius of 175.00 feet, an arc distance of 47.24 feet, a chord bearing of North 16 degrees 59 minutes 33 seconds West, a chord distance of 47.10 feet to a point of tangency; thence
6. North 09 degrees 15 minutes 31 seconds West, a distance of 303.63 feet to a point of curve; thence
7. Passing along an arc of a circle curving to the left, having a radius of 140.00 feet, an arc distance of 186.63 feet, a chord bearing of North 47 degrees 26 minutes 57 seconds West, a chord distance of 173.12 feet to a point of tangency on the southerly side of Maggie Lane; thence
8. Along said southerly side, the following two (2) courses and distances, North 85 degrees 38 minutes 23 seconds West, a distance of 220.95 feet to a point of curve; thence
9. Passing along an arc of a circle curving to the left, having a radius of 140.00 feet, an arc distance of 221.18 feet, a chord bearing of South 49 degrees 06 minutes 03 seconds West, a chord distance of 198.89 feet to a point of tangency on the easterly side of Maggie Lane; thence
10. Along said easterly side, South 03 degrees 50 minutes 28 seconds West, a distance of 117.74 feet, a concrete monument to be set; thence
11. Continuing along said easterly side and passing along the beginning of Michael Way (50' R.O.W.), South 03 degrees 50 minutes 28 seconds West, a distance of 100.00 feet; thence
12. Still along said easterly side, the following two (2) courses and distances, South 03 degrees 50 minutes 28 seconds West, a distance of 199.66 feet to a point of curve; thence
13. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 39.33 feet, a chord bearing of South 41 degrees 13 minutes 32 seconds East, a chord distance of 35.40 feet; thence

14. Along said northerly side and passing along the beginning of Maggie Way, passing along an arc of a circle curving to the left, having a radius of 340.00 feet, an arc distance of 94.39, a chord bearing of South 85 degrees 45 minutes 17 seconds West, a chord distance of 94.09 feet to a corner of Open Space, a point of cusp, a concrete monument to be set; thence
15. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 32.27 feet, a chord bearing of North 40 degrees 49 minutes 17 seconds East, a chord distance of 30.08 feet to a point of tangency on the westerly side of Maggie Lane, a concrete monument to be set; thence
16. Along said westerly side, the following two (2) courses and distances, North 03 degrees 50 minutes 28 seconds East, a distance of 431.61 feet to a point of curve, a concrete monument to be set; thence
17. Passing along an arc of a circle curving to the right, having a radius of 190.00 feet, an arc distance of 300.17 feet, a chord bearing of North 49 degrees 06 minutes 03 seconds East, a chord distance of 269.92 feet to a point of tangency on the northerly side of Maggie Lane, a concrete monument to be set; thence
18. Along said northerly side, the following two (2) courses and distances, South 85 degrees 38 minutes 23 seconds East, a distance of 220.95 feet to a point of curve, a concrete monument to be set; thence
19. Passing along an arc of a circle curving to the right, having a radius of 190.00 feet, an arc distance of 253.29 feet, a chord bearing of South 47 degrees 26 minutes 57 seconds East, a chord distance of 234.95 feet to a point of tangency on the easterly side of Maggie Lane, a concrete monument to be set; thence
20. Along said easterly side, the following four (4) courses and distances, South 09 degrees 15 minutes 31 seconds East, a distance of 303.63 feet to a point of curve, a concrete monument to be set; thence
21. Passing along an arc of a circle curving to the left, having a radius of 125.00 feet, an arc distance of 33.75 feet, a chord bearing of South 16 degrees 59 minutes 33 seconds East, a chord distance of 33.64 feet to a point of tangency, a concrete monument to be set; thence
22. South 24 degrees 43 minutes 35 seconds East, a distance of 7.59 feet to a point of curve, a concrete monument to be set; thence
23. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 34.97 feet, a chord bearing of South 64 degrees 47 minutes 50 seconds East, a chord distance of 32.19 feet to the first mentioned point and place of beginning.

Subject to easements and restrictions of record, if any.

Description prepared by ESE Consultants, Inc., Fort Washington, Pa. 19034.



## **EXHIBIT “B”**

# ESE CONSULTANTS

ENGINEERING · PLANNING · SURVEYING · ENVIRONMENTAL

June 6, 2022

## DESCRIPTION OF PROPERTY MICHAEL WAY (50' R.O.W.) CHESTER SPRINGS CROSSING

All that parcel of land situated in the Township of Upper Uwchlan, County of Chester, Commonwealth of Pennsylvania, as show on a plan entitled, "Preliminary/Final Plan, Subdivision Plan for Jankowski Tract", prepared by Edward B. Walsh & Associates, Inc., dated August 8, 2017, last revised July 16, 2019 and recorded in the Chester County Recorder of Deeds Office on August 28, 2019, Book 20588, Page 1, more particularly described as follows:

Beginning at a corner of Lot 54, on the easterly side of Maggie Lane (50' R.O.W.) and running;

1. Along said easterly side and passing along the beginning of Michael Way (50' R.O.W.), North 03 degrees 50 minutes 28 seconds East, a distance of 100.00 feet to a corner of Lot 46, a point of cusp, a concrete monument to be set; thence
2. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, a chord bearing of South 41 degrees 09 minutes 32 seconds East, a chord distance of 35.36 feet to a point of tangency on the northerly side of Michael Way, a concrete monument to be set; thence
3. Along said northerly side, the following two (2) courses and distances, South 86 degrees 09 minutes 32 seconds East, a distance of 154.53 feet to a point of curve, a concrete monument to be set; thence
4. Passing along an arc of a circle curving to the left, having a radius of 50.00 feet, an arc distance of 41.03 feet, a chord bearing of North 70 degrees 20 minutes 03 seconds East, a chord distance of 39.89 feet to a point of reverse curve, the beginning of the cul-de-sac bulb of Michael Way, a concrete monument to be set; thence
5. Along said cul-de-sac bulb, passing along an arc of a circle curving to the right, having a radius of 60.00 feet, an arc distance of 286.96 feet, a chord bearing of South 03 degrees 50 minutes 28 seconds West, a chord distance of 81.82 feet to a point of reverse curve on the southerly side of Michael Way, the terminus of said cul-de-sac bulb, a concrete monument to be set; thence
6. Along said southerly side, the following three (3) courses and distances, passing along an arc of a circle curving to the left, having a radius of 50.00 feet, an arc distance of 41.03 feet, a chord bearing of North 62 degrees 39 minutes 07 seconds West, a chord distance of 39.89 feet to a point of tangency; thence
7. North 86 degrees 09 minutes 32 seconds West, a distance of 154.53 feet to a point of curve; thence
8. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, a chord bearing of South 48 degrees 50 minutes 28 seconds West, a chord distance of 35.36 feet to the first mentioned point and place of beginning.

Subject to easements and restrictions of record, if any.

Description prepared by ESE Consultants, Inc., Fort Washington, Pa. 19034.

## EXHIBIT “C”

# ESE CONSULTANTS

ENGINEERING · PLANNING · SURVEYING · ENVIRONMENTAL

June 6, 2022

## DESCRIPTION OF PROPERTY MILFORD ROAD EXTENSION (50' R.O.W.) CHESTER SPRINGS CROSSING

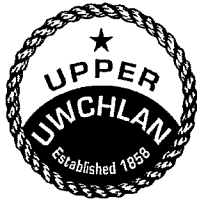
All that parcel of land situated in the Township of Upper Uwchlan, County of Chester, Commonwealth of Pennsylvania, as show on a plan entitled, "Preliminary/Final Plan, Subdivision Plan for Jankowski Tract", prepared by Edward B. Walsh & Associates, Inc., dated August 8, 2017, last revised July 16, 2019 and recorded in the Chester County Recorder of Deeds Office on August 28, 2019, Book 20588, Page 1, more particularly described as follows:

Beginning at a corner of Open Space, on the westerly side of Pottstown Pike (S.R. 0100) and running;

1. Along said westerly side and passing along the beginning of Milford Road Extension (50' R.O.W.), South 09 degrees 14 minutes 21 seconds East, a distance of 114.20 feet to a point of curve on the southerly side of Milford Road Extension; thence
2. Along said southerly side, the following eight (8) courses and distances, passing along an arc of a circle curving to the left, having a radius of 48.00 feet, an arc distance of 40.54 feet, a chord bearing of North 74 degrees 57 minutes 00 seconds West, a chord distance of 39.34 feet to a point of tangency; thence
3. South 80 degrees 51 minutes 23 seconds West, a distance of 95.55 feet to a point of curve; thence
4. Passing along an arc of a circle curving to the left, having a radius of 250.00 feet, an arc distance of 80.15 feet, a chord bearing of South 71 degrees 40 minutes 19 seconds West, a chord distance of 79.81 feet to a point of tangency; thence
5. South 62 degrees 29 minutes 15 seconds West, a distance of 143.74 feet to a point of curve; thence
6. Passing along an arc of a circle curving to the right, having a radius of 310.22 feet, an arc distance of 172.57 feet, a chord bearing of South 78 degrees 25 minutes 26 seconds West, a chord distance of 170.36 feet to a point of tangency; thence
7. North 85 degrees 38 minutes 23 seconds West, a distance of 311.09 feet to a point of curve; thence
8. Passing along an arc of a circle curving to the left, having a radius of 290.00 feet, an arc distance of 287.93 feet, a chord bearing of South 65 degrees 55 minutes 01 seconds West, a chord distance of 276.25 feet to a point of tangency; thence
9. South 37 degrees 28 minutes 24 seconds West, a distance of 165.07 feet; thence
10. Passing through the bed of Milford Road (50' R.O.W.), North 42 degrees 13 minutes 21 seconds West, a distance of 50.82 feet to a corner of Open Space on the northerly side of Milford Road Extension, a concrete monument to be set; thence
11. Along said northerly side, the following two (2) courses and distances, North 37 degrees 28 minutes 24 seconds East, a distance of 155.98 feet to a point of curve, a concrete monument to be set; thence
12. Passing along an arc of a circle curving to the right, having a radius of 340.00 feet, an arc distance of 337.57 feet, a chord bearing of North 65 degrees 55 minutes 01 seconds East, a chord distance of 323.88 feet, a concrete monument to be set; thence
13. Continuing along the said northerly side and passing along the beginning of Maggie Lane (50' R.O.W.), passing along an arc of a circle curving to the right, having a radius of 340.00 feet, an arc distance of 94.39 feet, a chord bearing of North 85 degrees 45 minutes 17 seconds East, a chord distance of 94.09 feet to a point of compound curve; thence

14. Still along said northerly side of Milford Road Extension, the following four (4) courses and distances, passing along an arc of a circle curving to the right, having a radius of 340.00 feet, an arc distance of 3.87 feet, a chord bearing of South 85 degrees 57 minutes 57 seconds East, a chord distance of 3.87 feet to a point of tangency, a concrete monument to be set; thence
15. South 85 degrees 38 minutes 23 seconds East, a distance of 311.09 feet to a point of curve, a concrete monument to be set; thence
16. Passing along an arc of a circle curving to the left, having a radius of 260.22 feet, an arc distance of 144.76 feet, a chord bearing of North 78 degrees 25 minutes 26 seconds East, a chord distance of 142.90 feet to a point of tangency, a concrete monument to be set; thence
17. North 62 degrees 29 minutes 15 seconds East, a distance of 143.74 feet; thence
18. Continuing along said northerly side and passing along the beginning of Maggie Lane, the following two (2) courses and distances, North 62 degrees 29 minutes 15 seconds East, a distance of 28.59 feet to a point of curve; thence
19. Passing along an arc of a circle curving to the right, having a radius of 300.00 feet, an arc distance of 66.21 feet, a chord bearing of North 68 degrees 48 minutes 35 seconds East, a chord distance of 66.07 feet to a point of compound curve, a concrete monument to be set; thence
20. Continuing along the northerly side of Milford Road Extension, the following three (3) courses and distances, passing along an arc of a circle curving to the right, having a radius of 300.00 feet, an arc distance of 29.97 feet, a chord bearing of North 77 degrees 59 minutes 39 seconds East, a chord distance of 29.96 feet to a point of tangency, a concrete monument to be set; thence
21. North 80 degrees 51 minutes 23 seconds East, a distance of 84.25 feet to a point of curve, a concrete monument to be set; thence
22. Passing along an arc of a circle curving to the left, having a radius of 48.00 feet, an arc distance of 75.48 feet, a chord bearing of North 35 degrees 48 minutes 31 seconds East, a chord distance of 67.94 feet to the first mentioned point and place of beginning.

Subject to easements and restrictions of record, if any.  
Description prepared by ESE Consultants, Inc., Fort Washington, Pa. 19034.



## UPPER UWCHLAN TOWNSHIP

TO: Board of Supervisors

FROM: Gwen Jonik, Township Secretary

RE: Revised Sewage Facilities Planning Module for  
Vantage Point Retirement Living – Byers Station Parcel 6C

DATE: August 1, 2022

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Attached for your consideration is a resolution authorizing the submission of a revised sewage facilities planning module (SFPM) for Vantage Point Retirement Living, which had previously been approved.

The project narrative explaining the revision is attached for your review.

The Board is respectfully requested to adopt the Resolution authorizing the submission of the revised SFPM to the PaDEP for their review.



**pennsylvania**  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

**TRANSMITTAL LETTER  
FOR SEWAGE FACILITIES PLANNING MODULE**

DEP USE ONLY				
DEP CODE # 1-15954-344-3J	APS ID #	CLIENT ID #	SITE ID #	AUTH. ID #

TO: Approving Agency (DEP or delegated local agency)

Date \_\_\_\_\_

Southeast Regional Office

2 East Main Street

Norristown, PA 19401

Dear Sir:

Attached please find a completed Sewage Facilities Planning Module prepared by D.L. Howell & Associates, Inc.

(Name)

for Vantage Point Retirement Living, Inc.

(Name)

(Title)

a subdivision, commercial, or industrial facility located in Upper Uwchlan Township

Chester

County.

(City, Borough, Township)

**Check one**

- ☒ (i) The Planning Module, as prepared and submitted by the applicant, is approved by the municipality as a proposed ☐ revision ☒ supplement for new land development to its "Official Sewage Facilities Plan", and is ☒ adopted for submission to the Department of Environmental Protection ☒ transmitted to the delegated local agency for approval in accordance with the requirements of Chapter 71 and the Sewage Facilities Act, OR
- ☐ (ii) The Planning Module will not be approved by the municipality as a proposed revision or supplement for new land development to its "Official Sewage Facilities Plan" because the project described therein is unacceptable for the reason(s) checked below.

**Check Boxes**

- ☐ Additional studies are being performed by or on behalf of this municipality which may have an effect on the Planning Module as prepared and submitted by the applicant. Attached hereto is the scope of services to be performed and the time schedule for completion of said studies.
- ☐ The Planning Module as submitted by the applicant fails to meet limitations imposed by other laws or ordinances, officially adopted comprehensive plans and/or environmental plans (e.g., zoning, land use, Chapter 71). Specific reference or applicable segments of such laws or plans are attached hereto.
- ☐ Other (attach additional sheet giving specifics)

**Municipal Secretary:** Indicate below by checking appropriate boxes which components are being transmitted to the Approving Agency.

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Resolution of Adoption                    | <input checked="" type="checkbox"/> 3. Sewage Collection/Treatment Facilities | <input checked="" type="checkbox"/> 4.A. Municipal Planning Agency Review         |
| <input type="checkbox"/> 2. Individual and Community Onlot Disposal of Sewage | <input type="checkbox"/> 3s Small Flow Treatment Facilities                   | <input checked="" type="checkbox"/> 4.B. County Planning Agency Review            |
| <input type="checkbox"/> 2m. Sewage Management Program                        |   | <input checked="" type="checkbox"/> 4.C. County or Joint Health Department Review |

Municipal Secretary (print)

Signature

Date

**Note:** Please remove and recycle the Instructions portion of the Sewage Facilities Planning Module prior to mailing the appropriate completed components and supporting documents to the approving agency.



## RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (~~COMMISSIONERS~~) (~~COUNCILMEN~~) of Upper Uwchlan Township  
(TOWNSHIP) (~~BOROUGH~~) (~~CITY~~), Chester COUNTY, PENNSYLVANIA (hereinafter "the municipality").

**WHEREAS** Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

**WHEREAS** Vantage Point Retirement Living, Inc. has proposed the development of a parcel of land identified as  
land developer

Vantage Point - Chester Springs, and described in the attached Sewage Facilities Planning Module, and  
name of subdivision

proposes that such subdivision be served by: (check all that apply), ☐ sewer tap-ins, ☒ sewer extension, ☐ new treatment facility, ☐ individual onlot systems, ☐ community onlot systems, ☐ spray irrigation, ☐ retaining tanks, ☐ other, (please specify).

**WHEREAS**, Upper Uwchlan Township finds that the subdivision described in the attached  
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

**NOW, THEREFORE, BE IT RESOLVED** that the (Supervisors) (~~Commissioners~~) (~~Councilmen~~) of the (Township) (~~Borough~~) (~~City~~) of Upper Uwchlan hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I \_\_\_\_\_, Secretary, \_\_\_\_\_  
(Signature)

Township Board of Supervisors (~~Borough Council~~) (~~City Councilmen~~), hereby certify that the foregoing is a true copy of the Township (~~Borough~~) (~~City~~) Resolution # \_\_\_\_\_, adopted, \_\_\_\_\_, 20\_\_\_\_.

Municipal Address:

Upper Uwchlan Township  
140 Pottstown Pike  
Chester Springs, PA 19425  
Telephone (610) 458-9400

Seal of  
Governing Body