



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS
WORKSHOP
February 13, 2024
4:00 p.m.

REVISED AGENDA

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

- | | Packet Page # |
|--|---------------|
| 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 Workshop | |
| II. Municipal Authority Appointments | |
| III. Active Transportation Plan ~ Presentation, Consider Adoption | 2 |
| IV. Transportation Alternatives Set-Aside Program Grant Award and Associated Work | 26 |
| V. <i>Residential Solid Waste and Recycling Collection Contract Bid</i> ~ consider for advertisement | 27 |
| VI. Environmental Advisory Council ~ Update | |
| VII. Draft Ordinance Amendments ~ Discussion | |
| C1 Village Commercial, C3 Highway Commercial, LI Limited Industrial Zoning District uses | 50 |
| VIII. Chester County / America 250PA ~ Consider Participation | 59 |
| IX. Open Session | |
| X. Adjournment | |

UPPER UWCHLAN TOWNSHIP

Active Transportation Plan FINAL REPORT



**Board of Supervisors Meeting
January 16, 2024**

Project Overview

Active Transportation Plan

Funding: \$70,500

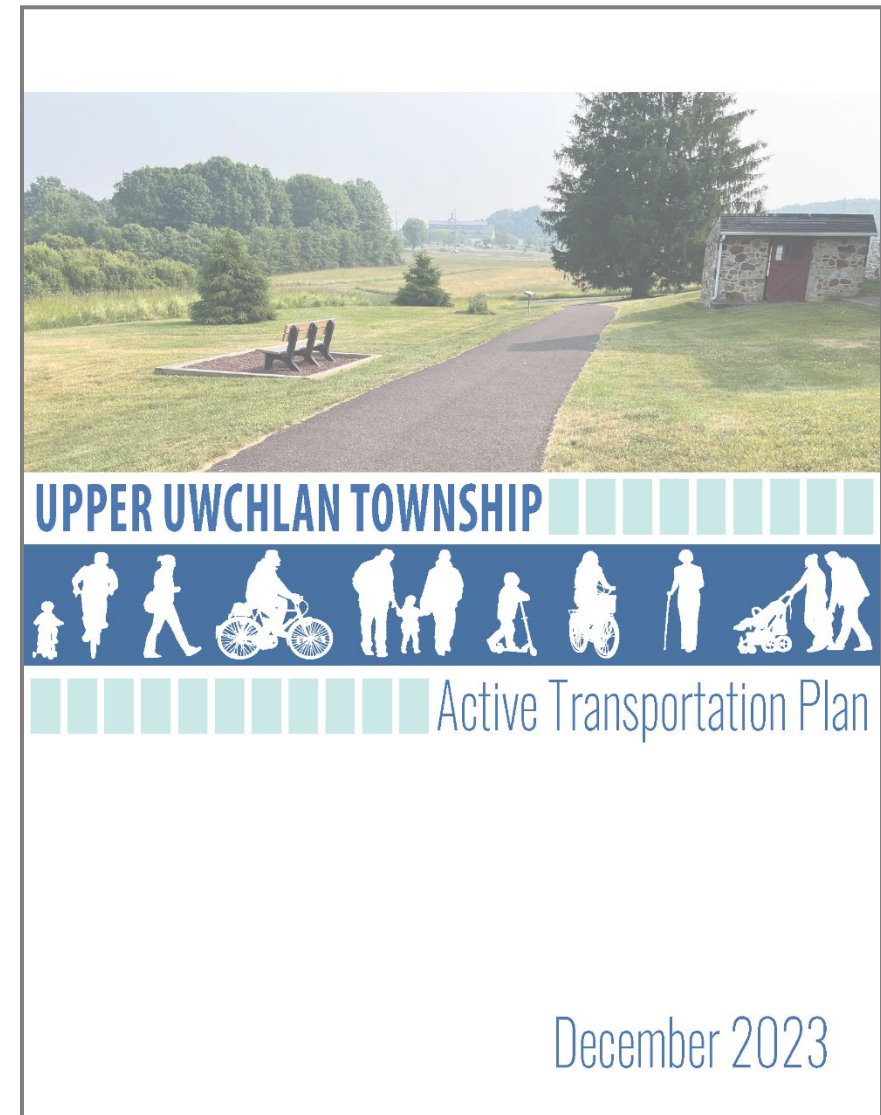
- \$40,500 Upper Uwchlan Township
- \$30,000 Chester County Vision Partnership Program (VPP) Grant

Timeline: ~12-months

- VPP Grant Deadline: March 31, 2024

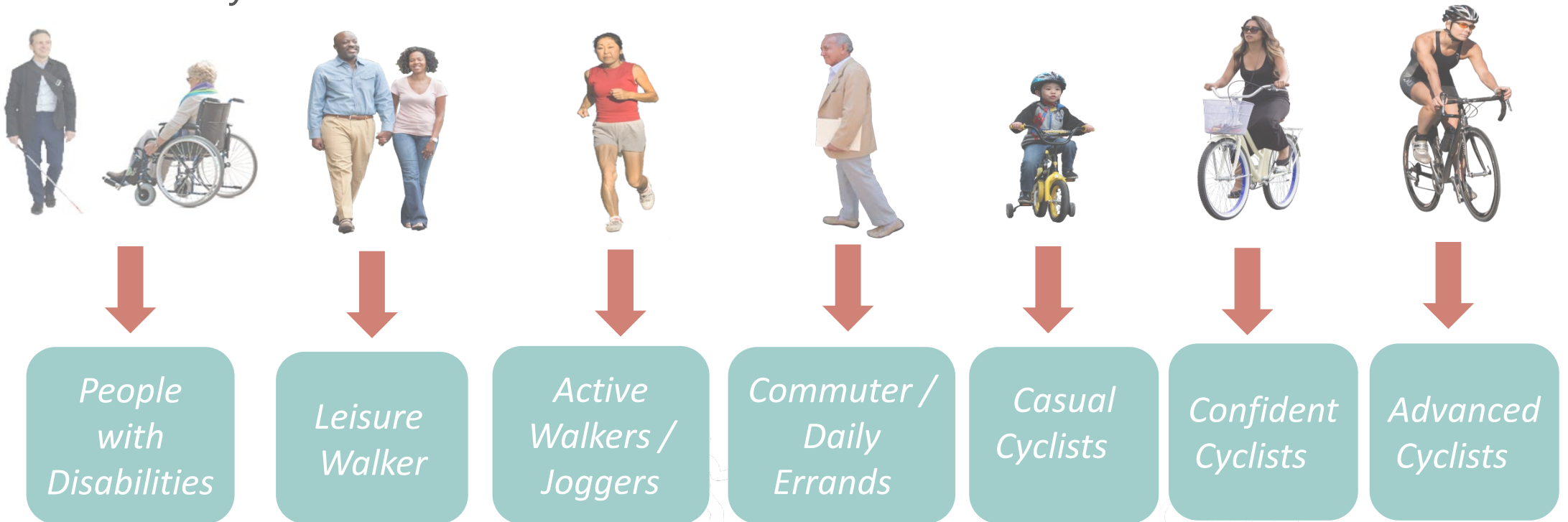
Consultant Team:

- Bowman (formerly McMahon) and Brandywine Conservancy



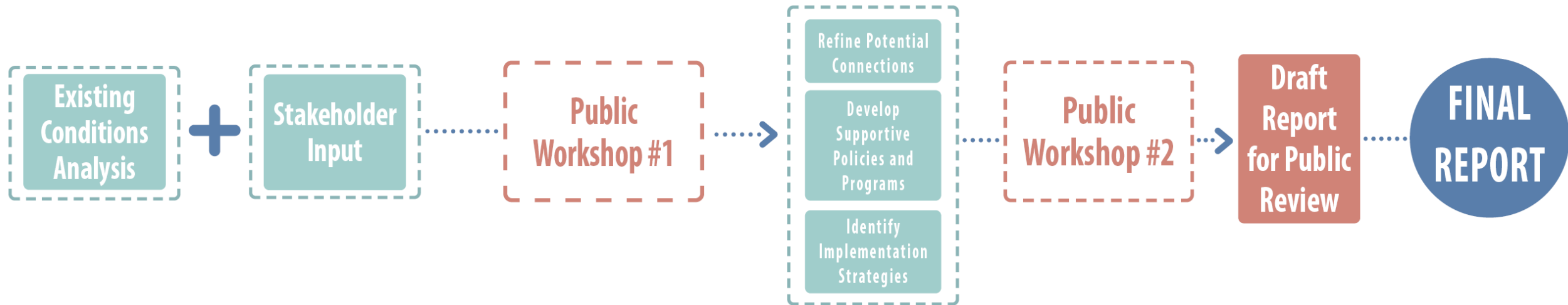
What is Active Transportation? Who is it for?

- Human-powered transportation – walking, biking
- Benefits
 - Improved safety, public health, congestion, access and mobility, and local economy



How did we get here?

 = OPPORTUNITIES FOR COMMUNITY INPUT



October '22 → May '23 → September '23 → December '23

Vision

Upper Uwchlan Township residents and visitors want ...

- Access schools, shops, services, parks, and other recreational and historic resources by walking or biking, and they want to feel safe while doing so.
- An active transportation network reaching all areas of the township that connects healthy communities and recreational resources and supports safe walking and biking for people of all ages and abilities.



Goals

- Expand connections between:
 - Existing sidewalk and trail network
 - Residential neighborhoods
 - Commercial areas
 - Historic resources
 - Recreational resources, including Marsh Creek State Park
- Make the villages of Eagle and Byers more walkable
- Link disconnected neighborhoods
- Close key gaps in the sidewalk and trail network
- Identify low-cost improvements and maintenance for roadways
- Support on-road bicycle opportunities
- Expand opportunities for regional connections



Active Transportation Toolbox

OFF-ROAD FACILITIES

FOOT PATH



SIDEWALK



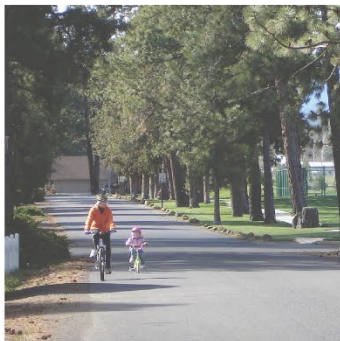
PEDESTRIAN PATH



SHARED USE PATH



YIELD ROADWAY



SHARED ROADWAY



SHARED LANE (SHARROW)



PAVED SHOULDER



BICYCLE LANE



ON-ROAD FACILITIES

Strategies for Shared Roadways

How can we make walking and biking safer and more comfortable when an off-road facility is not possible?

CALM TRAFFIC



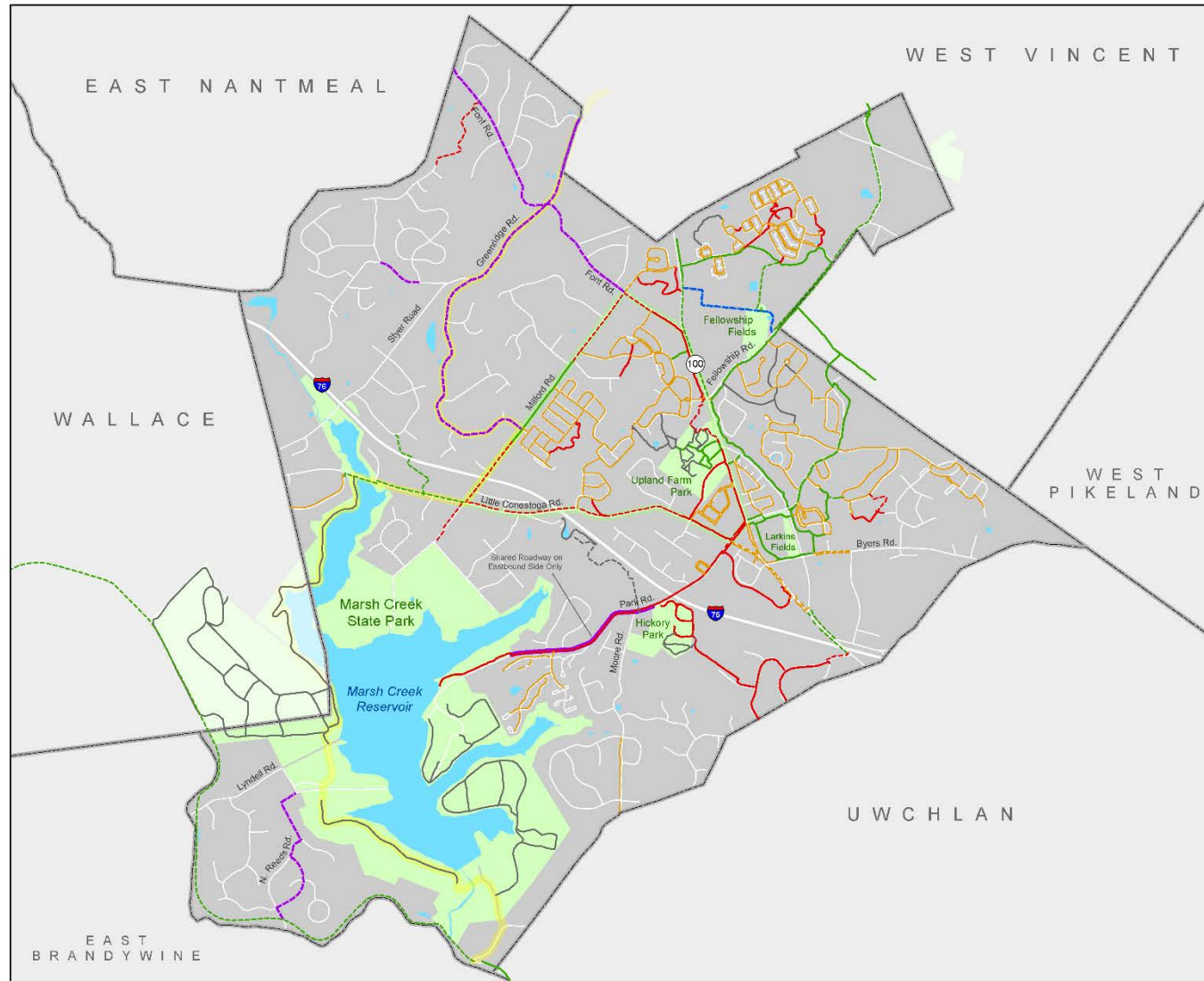
PROVIDE "CLEAR AREAS"



AWARENESS AND EDUCATION



Potential Connections



Active Transportation Plan: Existing and Proposed Connections

Upper Uwchlan Township
Chester County, Pennsylvania



Existing Connections

- Footpath
- Sidewalk
- Pedestrian Path
- Shared Use Path
- Shared Roadway

Proposed Connections

- Footpath
- Sidewalk
- Pedestrian Path
- Shared Use Path
- Shared Roadway
- Yield Roadway

Other Features

- Brandywine Trail (Hiking/Social Trail, see page 40)
- Inner Loop Trail (Concept, see page 40)
- Water Bodies
- Parks

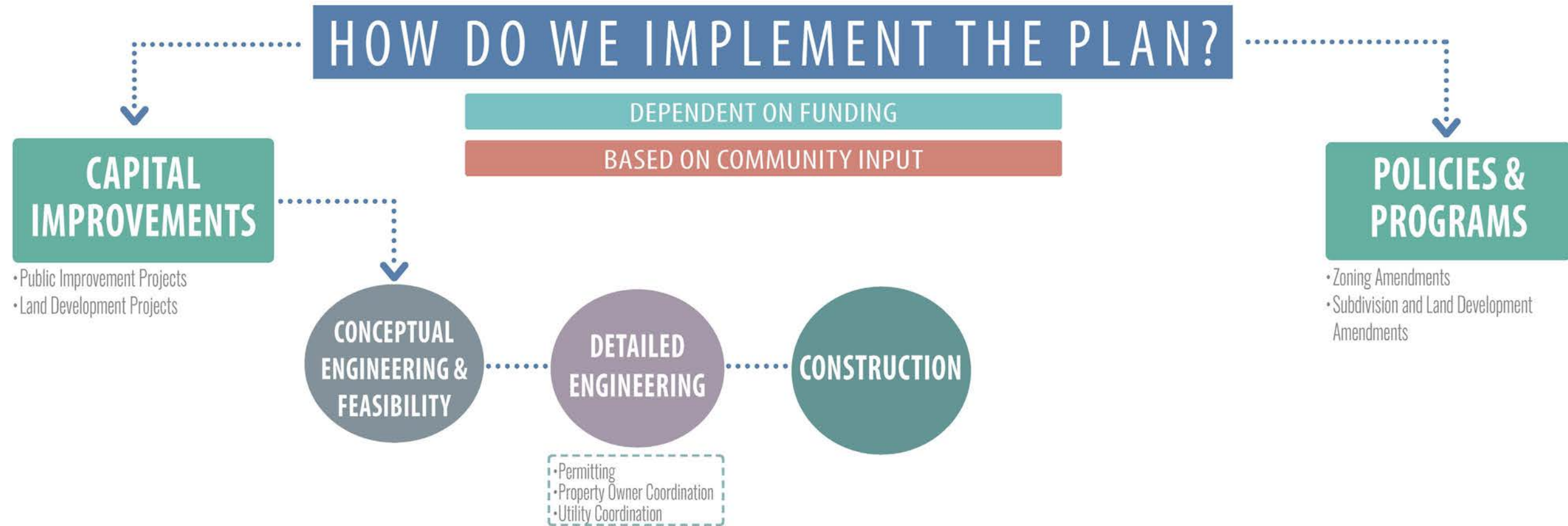
McMAHON
a Bowman company



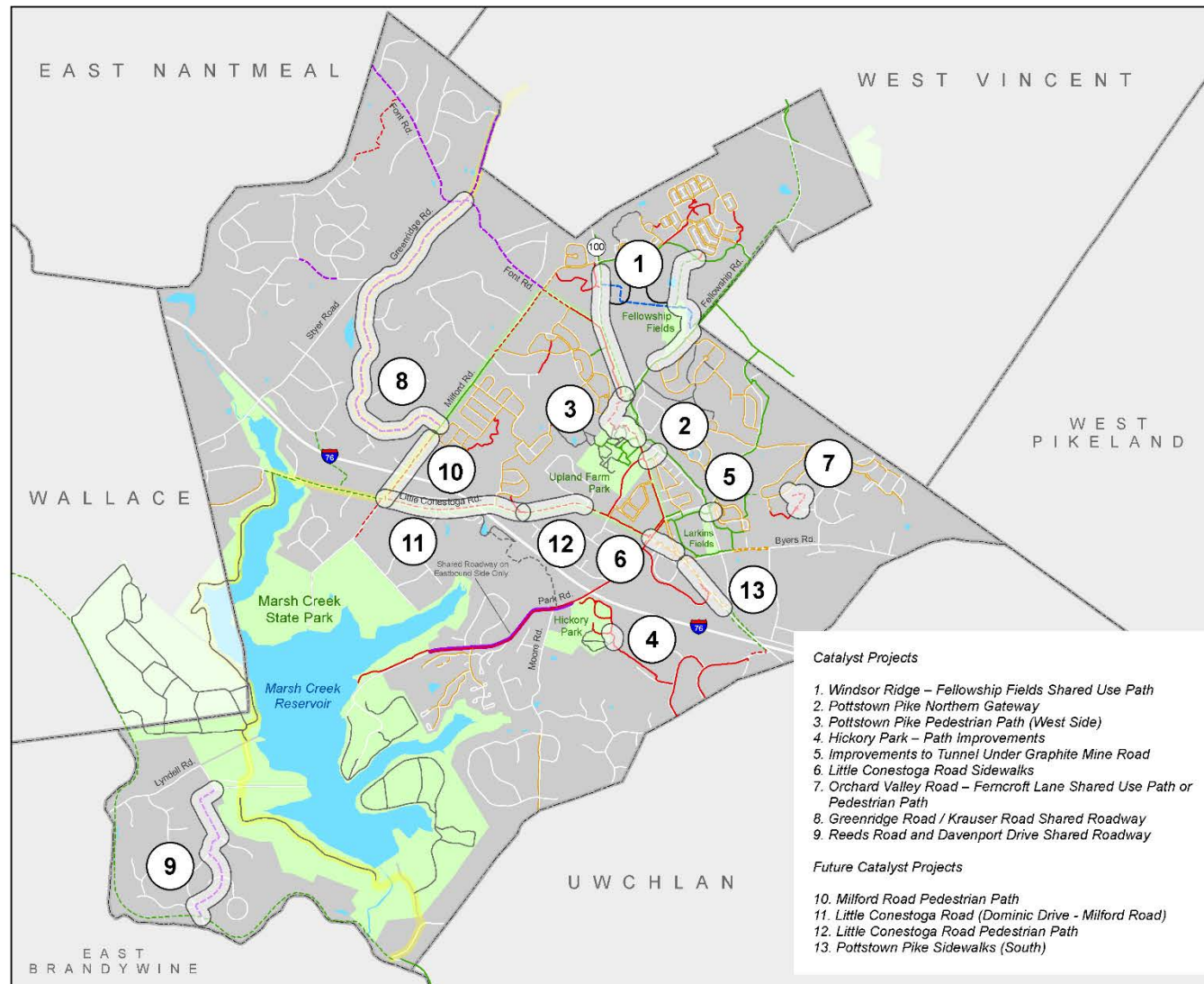
0 0.25 0.5 1 Miles



Prioritization and Implementation



Catalyst Projects



Catalyst Projects

1. Windsor Ridge – Fellowship Fields Shared Use Path
2. Pottstown Pike Northern Gateway
3. Pottstown Pike Pedestrian Path (West Side)
4. Hickory Park – Path Improvements
5. Improvements to Tunnel Under Graphite Mine Road
6. Little Conestoga Road Sidewalks
7. Orchard Valley Road – Ferncroft Lane Shared Use Path or Pedestrian Path
8. Greenridge Road / Krauser Road Shared Roadway
9. Reeds Road and Davenport Drive Shared Roadway

Future Catalyst Projects

10. Milford Road Pedestrian Path
11. Little Conestoga Road (Dominic Drive - Milford Road)
12. Little Conestoga Road Pedestrian Path
13. Pottstown Pike Sidewalks (South)

Active Transportation Plan: Catalyst Projects

Upper Uwchlan Township
Chester County, Pennsylvania



Proposed Connections

- Footpath
- Sidewalk
- Pedestrian Path
- Shared Use Path
- Shared Roadway
- Yield Roadway

Existing Connections

- Footpath
- Sidewalk
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- Shared Use Path
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Other Features

- Brandywine Trail (Hiking/Social Trail, see page 40)
- Inner Loop Trail (Concept, see page 40)
- Water Bodies
- Parks



0 0.25 0.5 1 Miles



Windsor Ridge – Fellowship Fields Shared Use Path



Fellowship Road Crossing Enhancement



Pottstown Pike Pedestrian Path (West Side)

ROUTE 100 PEDESTRIAN PATH OVERVIEW MAP

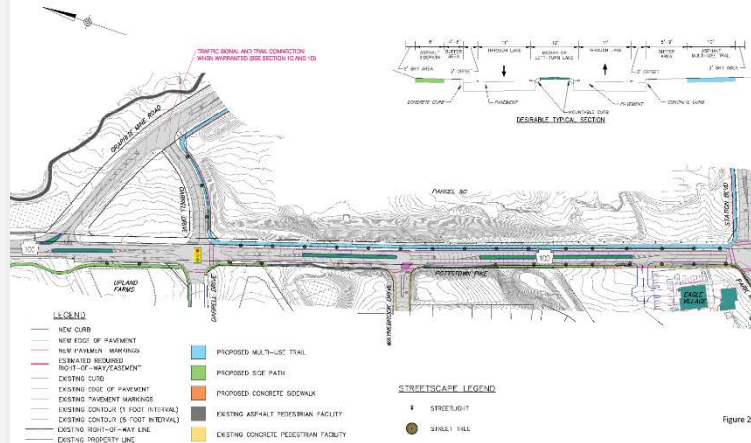
Upland Farm to Reserve Drive/Fellowship Road



Pottstown Pike Northern Gateway (long-term)

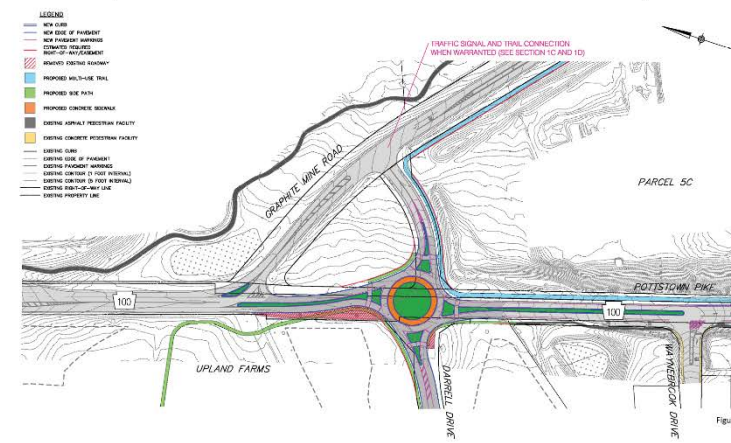
SECTION 1A

SECTION 1A: POTTSTOWN PIKE FROM GRAPHITE MINE ROAD (NORTH) TO PARK ROAD: GATEWAY TREATMENT OPTION



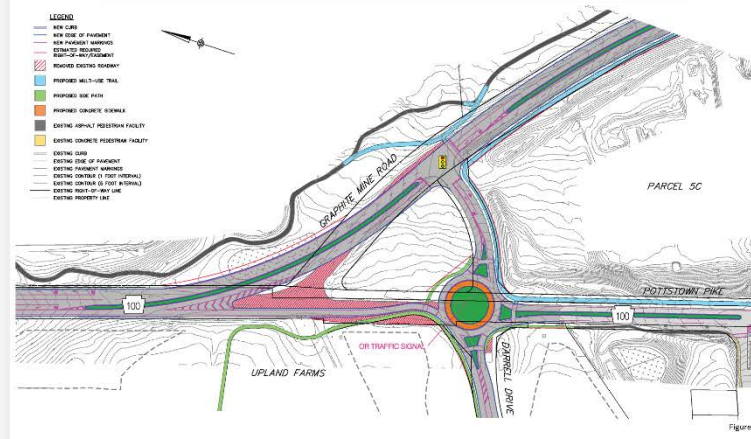
SECTION 1B

SECTION 1B: POTTSTOWN PIKE AND DARRELL DRIVE ROUNDABOUT



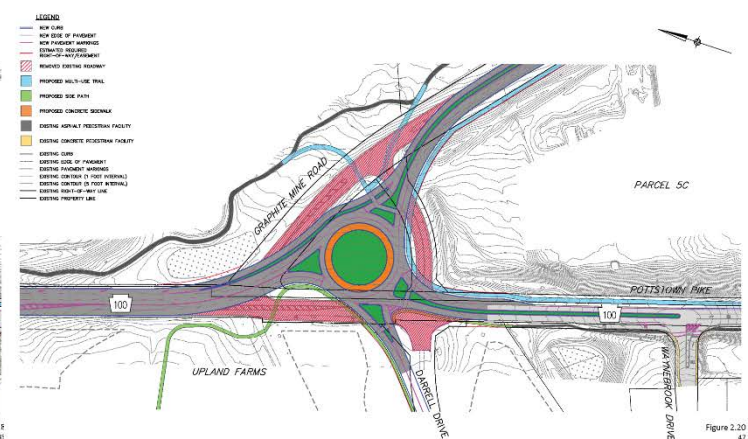
SECTION 1C

SECTION 1C: POTTSTOWN PIKE AND GRAPHITE MINE ROAD REALIGNMENT



SECTION 1F

SECTION 1E: POTTSTOWN PIKE, GRAPHITE MINE ROAD AND DARRELL DRIVE ROUNDABOUT



Pottstown Pike Northern Gateway (near-term)



Little Conestoga Road Sidewalks



Reeds Road and Davenport Drive Shared Roadway



Improvement and Maintenance Projects

GRAPHITE MINE ROAD TUNNEL



HICKORY PARK PATH



Greenridge Road / Krauser Road Shared Roadway



Policies and Programs

POLICIES

- Ordinance Recommendations (Zoning and SALDO)
- Traffic Calming Measures
- Transportation Impact Fee Ordinance
- Transportation Impact Studies
- Official Map
- Personal Electric Mobility Devices

PROGRAMS

- Complete Streets
- Vision Zero
- Enforcement Programs
- Education and Encouragement Programs
- Routine and Regular Maintenance

Partnerships, Coordination, and Other Actions

PA Route 100 Re-Designation

PA Turnpike Commission Coordination

Windsor Ridge – Fellowship Fields Shared Use Path Advocacy

Neighboring and Regional Connections

Review HOA Management Plans

Evaluate New Path Opportunities on Township Owned Land

Next Steps

- Board of Supervisors Consider Acceptance of the final report for the Upper Uwchlan Township Active Transportation Plan
- Comprehensive Plan Update: 2024



UPPER UWCHLAN TOWNSHIP

RESOLUTION # _____

ACTIVE TRANSPORTATION PLAN

Be it resolved, by the Board of Supervisors of Upper Uwchlan Township, that the Active Transportation Plan, as drafted December 2023, and all maps and attachments thereto, is hereby accepted and will be added to the updated Comprehensive Plan as an appendix.

UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS

Jennifer F. Baxter, Chair

Andrew P. Durkin, Vice-Chair

Sandra M. D'Amico, Member

Attest:

Gwen A. Jonik, Township Secretary



190 N INDEPENDENCE MALL WEST
8TH FLOOR
PHILADELPHIA, PA 19106-1520
Phone: 215-592-1800
Fax: 215-592-9125
www.dvrpc.org

January 25, 2024

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

Re: DVRPC 2023 Transportation Alternatives Set-Aside Program (TA Set-Aside)

Dear Mr. Scheivert:

It is my pleasure to inform you that Upper Uwchlan Township has been awarded \$1,000,000 for the Route 100 Pedestrian Path project for implementation via the DVRPC 2023 TA Set-Aside Program. Your application was one of eleven projects regionally awarded from a pool of thirty-two applications in the Pennsylvania portion of the DVRPC region.

Project readiness and the capacity of the applicants to implement these projects in a timely manner was a major consideration in the selection of these projects for funding. Funds awarded through this program must be federally obligated by **August 2025**. PennDOT District 6-0 will provide assistance in guiding the project through the PennDOT Design Development process.

A DVRPC project manager will be contacting you in the following weeks to schedule a project kick-off meeting to define the scope and responsibilities to advance your project. Please be advised that you should not proceed with any element of this project for which you expect to be reimbursed until after the kick-off meeting.

Congratulations on your successful award, and we look forward to working with you to implement your project.

Sincerely,

A handwritten signature in black ink that reads "Ariella Maron". The signature is fluid and cursive, with the first name "Ariella" being more prominent than the last name "Maron".

Ariella Maron
Executive Director,
Delaware Valley Regional Planning Commission

cc: Charles Davies
Joe Banks
Joe Natale
Brian Styche



UPPER UWCHLAN TOWNSHIP
Residential MSW & Recyclable Materials Collection
August 1, 2024 – July 31, 2027

BID SPECIFICATIONS

1. Scope of Work:

The work to be performed shall consist of the collection of Municipal Solid Waste as defined herein, and all "Municipal Waste" as defined by the Solid Waste Management Act, and a continuation of an existing program of source separation and collection of certain Recyclable Materials in accordance with the provisions of Act 101, the Pennsylvania Municipal Planning, Recycling and Waste Reduction Act of 1988 within the boundaries of Upper Uwchlan Township, Chester County, Pennsylvania (hereinafter referred to as "Municipality"), and the Township's Solid Waste and Recycling Ordinance - Chapter 148 of the Code of Upper Uwchlan Township.

Historical Collections (2023): Approximately 3750 dwellings

Solid Waste collected FY 2023 - 3,343 tons

Recycling collected FY 2023 – 1,060 tons

Yard Waste collected FY 2023 (curbside) - 526 tons

Public Works Leaf/Yard Waste Dumpsters (Qty. 2 – 30 yard) - Collected on average twice weekly in Spring, Summer, and Fall

The lowest responsive and responsible bidder meeting all advertised award criteria as determined by Upper Uwchlan Township shall enter into a contract with the Township within ten (10) days of receipt of a Notice of Contract Award. The contract shall designate the total contract amount in accordance with the options and alternatives selected by the Township and shall incorporate the terms and conditions of these specifications and instructions to bidders.

2. Definitions:

Aluminum Cans: Empty 100% aluminum beverage and food containers.

Appliances Containing Refrigerant: Refrigerators, freezers, air conditioners, dehumidifiers, and any/all appliances containing refrigerant.

Ashes: All residues from coal, wood or other fuel consumption (cooled to ambient temperature).

Bulk Items: Hot water heaters, sofas, beds, box springs, mattresses, tire rims, and other bulk items collected only on scheduled bulk collection days.

Clear and Colored Glass: Empty bottles, jars, and food, or beverage containers made of green, clear, brown, or other colored glass.

Commercial Properties: All properties used for industrial or commercial purposes, provided that multiple dwelling residential buildings containing more than four (4) dwelling units, for purposes of the Agreement, shall be treated as commercial properties. Residential units over storefront commercial businesses shall be included as commercial properties.

Contractor: A private firm awarded a contract to perform a service.

Disposal Facility: A facility which processes or acts upon solid waste so as to dispose of the material, such as a composting facility, an incinerator, a resource recovery plant, a waste-to-energy facility or a sanitary landfill.

Residential Dwelling Units: An occupied single or multi-family structure having up to, and including, four (4) dwelling units per structure, or each unit in a multi-family structure if the units are individually owned with a separate entrance onto a public or approved private street.

Homeowner Owned Trash Cans: Trash cans or wheeled carts purchased by a homeowner that does not have "Upper Uwchlan Township" imprinted; which may be used for the disposal of residential leaf and yard waste.

Leaf & Yard Waste: Leaves, garden residues, shrubbery, brush, tree trimmings, branches, Christmas trees and similar material, including grass clippings.

Metal Containers: Empty food, aerosol cans or beverage containers consisting of ferrous sides and bottom and aluminum top.

Missed Collection(s): A single incident of failure by the Contractor to collect Municipal Solid Waste or Recyclable Materials placed at the approved collection area on the day and time designated by the Municipality for collection. A determination of a missed collection shall be in the sole judgment of the Municipality based on information received from Township residents.

Mixed Paper – newspaper, office paper, bulk mail, magazines, box board, phone books, paper bags, cardboard and paperback books.

Municipal Solid Waste (MSW): Any garbage, refuse, and other material, including solid, liquid, semi-solid, or contained gaseous material resulting from the operation of a dwelling unit not meeting the definitions of residual or hazardous waste in the Solid Waste Management Act. The term does not include source separated recyclable materials.

Non-Compliance: Shall mean at minimum, continuous, successive and haphazard missed residential pick-ups (missed collections); missed designated pick-up days and special events.

Municipality/Township: Upper Uwchlan Township, Chester County, Pennsylvania.

Newspaper: Paper of the type commonly referred to as newsprint and distributed at fixed intervals having printed hereon news and options containing advertisements and other matters of public interest.

Plastic: Plastics with the #1 - #5 and #7 recycling symbol on the bottom, excluding Styrofoam #6.

Processing Facility: A specialized materials recovery and reclamation plant that receives, separates, and prepares Recyclable Materials for marketing to end user manufacturers.

Recyclable Materials: Those materials which may be processed or prefabricated for re-use and which are specified by the Township for separation from the regular solid waste. Such materials may include, but not be limited to aluminum products, ferrous containers, metal containers, clean corrugated cardboard, glass containers, newspapers, magazines and periodicals, bulk mail, box board, phone books and plastic containers must have a recycling symbol of #1 - #5 and #7 on the bottom excluding Styrofoam (#6).

Refuse: Garbage, ashes, trash, rubbish.

Single-Stream Recycling: All Recyclable Materials which are placed in a single recycling container.

Township Miles: Miles of roads in the Township that a truck would travel to stop at every residence.

Transfer Station: A facility that is permitted to transfer Recyclable Materials to a Township designated Processing Facility.

3. **Examination of Municipality:**

Bidders shall inspect the Municipality in order that they may make their own judgment concerning all circumstances affecting the cost of service in question and the nature of the work to be performed. Bidders shall assume all risks whether or not patent, latent, known, hidden or foreseeable.

4. **Specifications and Documents:**

Bidders are advised to examine carefully the Specifications and all Documents describing the proposed work and to make their own independent judgment with respect to the circumstances affecting the cost of work and the performance required by said documentation.

5. **Collection Particulars:**

Curbside collection of all residential Municipal Solid Waste and Recyclable Materials from Residential Dwelling Units in the Municipality for a three (3) year period, commencing August 1, 2024.

A. **Once per week household collection, which includes all of the following:**

Once per week Municipal Solid Waste (MSW) collection from Residential Dwelling Units using Township provided waste carts (48-, 64- and 96-gallon). MSW collection shall be accomplished using automated side-loading collection trucks. Maximum solid waste collection is limited to a volume of no more than 96-gallons per collection day other than scheduled bulk days.

Once per week single-stream recycling collection from Residential Dwelling Units using Township provided recycling carts (48-, 64-, and 96-gallon) and additional recycling materials which can be outside of the cart. There is no limit on the amount of recyclable materials.

Once per month bulk item collection: 2 bulk items or additional solid waste in cans or trash bags (third collection day each month).

Twenty-four (24) leaf and yard waste collections (will be scheduled with awarded Bidder). There is no limit on the number of bags or containers of leaf and yard waste that shall be taken from each Residential Dwelling Unit at the time of collection. Included in the 24 leaf and yard waste collections are two Christmas tree collections to be scheduled after December 25th. Dumpsters (2) for leaf and yard waste drop-off at the Public Works facility; Dumpsters as described in Section 8.K.

MSW and Recyclable Materials collection days shall remain Monday and Tuesday with MSW and Recyclable Materials being collected on the same day. Scheduled bulk collection will remain the same, being the third collection day of each month. Leaf and yard waste collections shall continue to be on Wednesdays.

B. **Alternate Bid Item:**

Once per week single-stream recycling collection from Residential Dwelling Units using Township provided recycling carts only (48-, 64-, and 96-gallon). There is no limit to the volume of recycling but it must be inside a township provided cart. Residents are permitted to have up to three 96-gallon carts.

C. **Alternate Bid Item:**

Per unit pick-up cost for Appliances containing refrigerant, such as refrigerators, freezers, air conditioners, dehumidifiers, and any/all appliances containing refrigerant.

6. **Scope and Area of Collection and Disposal of Refuse:**

The award of the contract shall require the successful bidder to collect, haul and deliver all Municipal Solid Waste and Recyclable Materials as specified in these Bid Specifications, supply all of the labor, tools, machinery, plant and equipment and perform all of the work of collecting, removing and hauling Municipal Solid Waste and Recyclable Material as required by the Municipality within the Solid Waste and Recycling Ordinance - Chapter 148 of the Code of Upper Uwchlan Township. The successful bidder shall be required to comply with all applicable laws and statutes of the Commonwealth of Pennsylvania, of the County of Chester and of the United States Government and/or their agencies with respect to Worker's Compensation and the hauling and disposal of all materials collected. THESE REGULATIONS SHALL BE BINDING ON THE CONTRACTOR. THE RULES AND REGULATIONS PERTAINING TO THE COLLECTION AND DISPOSAL OF MUNICIPAL WASTE GARBAGE, REFUSE, ASHES, TRASH AND RUBBISH ISSUED BY THE MUNICIPALITY, COUNTY, STATE OR FEDERAL AGENCIES SHALL BE CONSIDERED TO BE AN INTEGRAL PART OF THESE REGULATIONS AND SHALL BE CONSIDERED BINDING ON THE CONTRACTOR.

7. **Collection Responsibilities:**

A. **Designation and Preparation of Recyclable Materials:**

All acceptable Recyclable Materials placed curbside shall be collected. Acceptable Recyclable Materials include: Newspapers, newspaper inserts, corrugated cardboard, bulk mail, phone books, magazines, aluminum cans, bi-metallic and steel cans, glass (clear and colored), plastics (#1 - #5 and #7, excluding Styrofoam #6). Acceptable item designation is subject to change; the Municipality will inform hauler of changes to the materials list

B. **Bulk Trash**

Bulk Items shall include, but are not limited to, furniture, carpeting, sofas, mattresses, box springs, hot water heaters, 2 extra bags/cans of trash and appliances such as dishwashers, washing machines, dryers etc. (maximum 2 per household). Bulk items shall be placed at and collected from the curb from all residential dwelling units. The Contractor shall remove, have title to and properly dispose of or recycle all bulk trash items from all residential dwelling units.

C. **Collection Schedule and Routing:**

The Municipality shall supply the Contractor with street maps, number of dwelling units and population information. The Municipality shall be available to answer Contractor's questions regarding routing and scheduling. Additional dwelling units, as determined by the Use & Occupancy Permits issued, shall be added to the contract monthly and the contract shall be increased by the per unit cost which shall be determined by dividing the bid amount by the number of dwelling units. Also, the deletion of dwelling units as determined by Township approved exemptions shall be decreased by the per-unit cost which shall be determined by dividing the bid amount by the number of dwelling units. Township Miles will also be adjusted monthly.

The Municipality retains the right to designate routes for MSW and Recyclable Materials collection equipment and the days of collection.

D. **Final Disposition of Recyclable Materials:**

The Municipality shall designate a facility, within 30 miles of the municipal border, where all collected Recyclable Materials will be delivered.

E. **Leaf and Yard Waste Pick-up:**

Leaf and yard waste shall be picked up and transported to a Township designated composting site twenty-four (24) times annually as scheduled by the Municipality. Leaf and yard waste will be placed in non-plastic biodegradable bags or homeowner owned trash cans and placed at the curb for pick-up. There is no limit to the amount of yard waste placed at the curb. Leaf and yard waste collection includes 2 Christmas tree collections to be scheduled after the Christmas holiday.

F. Program Monitoring and Receipt of Citizen Complaints:

- i. The Municipality reserves the right to inspect the Contractor's vehicles, equipment and procedures before making final contract award.
- ii. The Municipality shall monitor the Contractor's performance and the Contractor shall receive citizen complaints and complaints from the Municipality and promptly respond to those complaints. The Contractor shall be equipped to handle any and all complaints. The Municipality shall supply Violation Notices to the Contractor to use when MSW or Recyclable Materials are not properly prepared by the residents.

Note: The Contractor shall supply a dedicated (private) telephone number for the Municipality's Administration use.

8. Contractor's Scope of Work and Obligations:

A. Collection Schedule and Routing:

Collections of Municipal Solid Waste and Recyclable Materials shall be made between the hours of 6:00 a.m. and 7:00 p.m. Mondays and Tuesdays. In cases where there are holidays or inclement weather, the last collection run shall be scheduled so as to make the last delivery to the designated Processing Facility before it closes.

- i. Schedule: The Contractor shall collect Municipal Solid Waste and Recyclable Materials (same day) as defined herein, Mondays and Tuesdays, throughout the Municipality in accordance with an approved schedule. The Contractor shall collect yard waste on designated Wednesdays.
- ii. Holidays: The Contractor shall supply a schedule of holidays which shall need the approval of the Municipality. Any MSW or Recyclable Materials that were to be collected on a holiday shall be pushed back by one day. If a holiday falls on a Monday, Zone 1 residents will have their trash collected on Tuesday and Zone 2 residents will have their trash collected on a Wednesday.

B. Municipal Solid Waste and Recyclable Materials Collection:

The Contractor shall collect all Municipal Solid Waste placed at curbside from all Residential Dwelling Units, as herein defined, in the Municipality on days specified by the Municipality, using automated side loading collection trucks.

The Contractor shall collect all Recyclable Materials placed at curbside from all Residential Dwelling Units, as herein defined, in the Municipality on days specified by the Municipality.

The Windsor Ridge Development, located off of Pottstown Pike (State Route 100) due to its design, density, and construction, will require the successful bidder to use both automatic side loaded collection trucks (wherever possible) and rear loaded collection trucks, **no larger than 16 yards in size**, in the areas of the development served by alleyways. The rear loader collection truck, no larger than 16 yards in size, shall be used for the collection of solid waste, recycling, and leaf and yard waste in the areas served by alleyways. There are approximately 278 homes at which solid waste, recycling, and leaf and yard waste collection is completed in an alleyway and will require the use of the rear loaded collection truck no larger than 16 yards in size.

A map of Windsor Ridge is attached for your reference. The alleyways are labeled with letters followed by "LA" such as "A LA", "B LA", "C LA", etc. on the attached map.

The Contractor's employees shall handle all containers with reasonable care to avoid damage and shall replace the container with its lid on at the curb in an upright position after emptying.

Each collection crew shall have a broom, shovel and refuse container to clean up any material that is spilled during collection. The disposal of these materials is the responsibility and the expense of the Contractor.

Collection shall be made regardless of weather conditions unless authorization is received from the Municipality. Authorization may be verbal but will be followed in writing within one business day. The Contractor shall make collections scheduled for the day missed due to weather conditions the next day.

The Contractor shall abide by all traffic regulations and shall comply with all applicable Federal, State and Local Regulations.

C. Transport and Delivery of Recyclable Materials to the designated Processing Facility:

The Contractor shall transport Recyclable Materials and shall offload into the designated areas at the Township's designated Processing Facility or Transfer Station (Collection Point). The Township currently participates in the Chester County Inter-Municipal Processing and Marketing contract for recyclables. The contract specifies that the Collection Point for recyclables "shall be located within a twenty-five (25) linear map mile radius* from the intersection of Routes 100 and 113 in Uwchlan Township."

Should Upper Uwchlan Township exit the Inter-Municipal Contract, or should the contract be otherwise severed, Upper Uwchlan Township shall designate a Processing Facility, Transfer Station, or Collection Point within thirty (30) miles of the Municipality.

The Processing Facility, Transfer Station or Collection Point is subject to change throughout the duration of this contract.

The incoming material shall be visually inspected and weighed by the designated Processing Facility operator. Acceptable deliveries shall be off-loaded by the Contractor at the designated discharge areas.

D. Title of the Collected Recyclable Materials:

The Municipality retains ownership of the Recyclable Materials collected. However, the Recyclable Materials are the responsibility of the Contractor until delivered to the designated Processing Facility.

E. Recyclable Materials – Reporting of Weight:

The Contractor shall furnish to the Municipality monthly records of the weight of Recyclable Materials, by type.

F. Record Keeping:

The Contractor shall keep the following records for collections:

1. Per run:

- Route identification/street names and Municipalities of the run;
- Total number of stops, (dwelling units per route);
- Number of stops where improperly prepared Recyclable Materials were not collected and tags were issued and estimated amount of rejected recyclables (one bucket, half bucket, etc.);
- Weight of each recyclable delivered. (See "E" above).

2. Record Keeping:

All the Municipal Solid Waste contracted to be collected herein shall be delivered to and deposited upon the Chester County Solid Waste Authority Lanchester Landfill, or other facility designated by the Township. Prior to the execution of the contract, the Contractor shall furnish the Municipality with a written commitment from the Chester County Solid Waste Authority which will allow the Contractor to dispose of all MSW collected from the Municipality for the duration of the contract.

G. Tipping Fees:

The Township shall pay the Tipping Fees for MSW and Recyclable Materials, Bulk Items excepted. Contractor shall not pick up any waste except that which is allowed by this Contract and is generated within the boundaries of the Township.

H. Bulk Trash, Metals and Appliances Containing Refrigerant

The Contractor shall remove, have title to and properly dispose of or recycle once every month, all bulk items (i.e., hot water heaters, sofas, washers, dryers, mattresses, box springs, other bulk items, etc.) from all residential dwelling units. These items shall be placed at and collected from the curb, unless otherwise agreed upon by the Township and the Collector. Bulk trash collection shall remain the third collection day of the month.

Residential curbside collection of appliances containing refrigerant such as air conditioners, refrigerators, freezers, dehumidifiers, etc. shall be scheduled through the Township.

I. Local Office:

Contractor shall establish and maintain a local office with a route supervisor who is available by phone, to accept complaints, assist with any problems and resolve disputes between the hours of 7:00 and 5:00 pm, Monday through Friday. The Contractor is responsible for all corrective action (to be taken within twenty-four (24) hours) and a log of complaints and corrective actions taken shall be kept by the Contractor and reported on a monthly basis to the Municipality. Contractor shall supply the Municipality with a dedicated (private telephone) number of the local office.

J. Violation Notices:

The Contractor shall be required to collect all properly prepared MSW, Recyclable Materials, Leaf and Yard Waste and Bulk Trash, but shall not be required to collect material not properly prepared. In this instance, the Contractor shall post the materials with violation notices supplied by the Municipality for Contractor's use.

The Contractor shall also supply a list to the Municipality the locations of any stops not collected due to improper preparation of the materials at the conclusion of each collection date.

K. Municipal Solid Waste/Recyclable Materials Containers:

The Contractor agrees to provide trash service once per week at the Township properties identified below during the period of the contract with the exception of the Public Works Yard Waste Dumpsters which shall be serviced twice per week:

Facility	Address	Trash Dumpster	Recycle Dumpster
Public Works	132 Oscar Way	(1) 8-yard	(1) 2-yard
Township Building	140 Pottstown Pike	(1) 2-yard	(1) 2-yard
Fellowship Fields	241 Fellowship Rd.	(2) 6-yard	(2) 6-yard
Hickory Park	351 Park Rd.	(1) 6-yard	(1) 6- yard
Upland Farms	301 Pottstown Pike	(1) 6-yard	(1) 6-yard
Lakeridge Sewer Plant	540 Walter Court	(1) 6-yard	No recycle
Public Works	132 Oscar Way	(2) 30-yard roll offs for Yard Waste	
*Annual Block Party	140 Pottstown Pike	(1) 20 or 30 yard roll off dumpster	

*Annual block party is a once annual event scheduled in June of each year.

9. **Penalties and Termination of Contract Due to Non-Performance:**

A. **Penalties:**

The Township Manager or their designee shall notify Successful Bidder, in writing, of any violations listed below. Upon written notification of such violation(s), the Township shall deduct these penalties from any payments due to, or which may become due to the Successful Bidder as follows:

1. **Missed collections of Municipal Solid Waste, Bulk Items, Yard Waste or Recyclable Materials:** For each missed collection Contractor does not complete, the Municipality may impose a penalty of \$25.00 for each dwelling unit, per day (including Saturdays and Sundays, although Contractor shall not, in any case, collect trash on those days, except as provided in 8.B). If a missed collection is not resolved within 24 hours to the satisfaction of the Municipality, the Municipality may collect or (cause to be collected) the MSW and charge (or deduct, as aforesaid) all costs, fees and expenses incurred by the Municipality in connection with collection.
2. **Failure of a truck and crew to finish a route without notifying the township:** \$500 per day per route.
3. **Missed collections at the same address within a three (3) month period:** two hundred dollars (\$200.00) for the third and subsequent violation at that address.
4. **Failure to immediately clean up spilled MSW or Recyclable Materials:** \$25.00/occurrence.
5. **Failure to immediately pick-up, remove, and/or clean leaking and/or spilling MSW and/or minor vehicle fluids:** \$250.00/occurrence.
6. **Post collection, depositing waste carts in such a manner as to block mailboxes and/or driveways:** \$25.00/occurrence.
7. **Pick-up and disposal of MSW and/or Recyclable Materials outside of the Township** (on Upper Uwchlan Township collection days): \$1,000.00/occurrence.
8. **Damaging waste carts:** damage to waste carts other than normal wear and tear: \$50/cart.
9. **Starting route collections before 6:00 am without first receiving approval from the Township:** five hundred dollars (\$500.00) for each occurrence.
10. **Property damage caused by operation of collection vehicles:** damage to any real property, caused by the Contractor's employees and/or collection vehicles shall be subject to repair or replacement by the Contractor. Should Contractor fail to repair or replace said damage, the Municipality may make or cause to make the necessary property repairs, and charge the Contractor for such repairs, deducting all costs, fees and expenses incurred by the Municipality in connection with said repairs from the next monthly invoice.
11. **Loads rejected by the designated Processing Facility:** The Contractor is responsible for collection of only properly prepared Recyclable Materials and to maintain each load of Recyclable Materials in an uncontaminated condition. If any load of Recyclable Materials is rejected at the designated Processing Facility because of contamination, any transportation and disposal costs and loss of revenues from the designated Processing Facility for the rejected load will be passed through to the Contractor.

Any and all Violations of the Upper Uwchlan Township Code Chapter 148 Solid Waste and Recycling, or any other applicable section of said Code, may be criminally prosecuted.

B. Termination of Contract:

Notwithstanding the provisions of paragraph 9A, in the event of Contractor's non-performance of this contract, the Municipality may terminate the Contractor's services. For purposes of this Agreement, non-performance, inter alia, shall include but not be limited to the failure of the Contractor to collect MSW and Recyclable Materials as detailed in Section 8.B or to collect a missed collection, totaling more than three (3) in number per month or a total of thirty-six (36) in number per year, whichever is less.

10. Bidders Qualifications:

A. Financial:

The bidder must be a financially secure company or corporation. Bidders shall submit the following with their bid:

- Annual reports or audited financial statements (or income statements and balance sheets) for the past three (3) years.
- Publicly held companies shall submit a copy of the SEC filings 10-K for the last fiscal quarter(s), since the last annual report.
- Identification of any legal actions or proceedings pending or filed against the Contractor within the last three (3) years and/or any contingent liabilities.

B. Qualifications and Experience:

The Bidder must have previous experience in the collection of MSW and Recyclable Materials. Bidders shall submit the following with their bid.

- Locations of curbside programs for which the Bidder collects Recyclable Materials.
- Number of households collected or volumes collected and frequency of collection for listed recycling programs.
- Materials collected by Bidder.
- Ownership and description of collection vehicles, including age, quantity available and type of collection vehicle (i.e., rear-loading, automated side-loading).
- Date recycling program started and date of initial collection by Bidder.
- References for program listed by Bidder. References to include name, position, location of program, address and telephone number.

11. Complaints and Supervision:

The Contractor shall provide a responsible supervisor who shall be available and may be contacted at the local telephone number (see 7.F.) during each working day between the hours of 7:00 AM (EST) and 5:00 PM (EST), Monday through Friday, to receive complaints, assist with any problems, answer inquiries and resolve disputes with respect to services to be supplied pursuant to this contract. The Contractor will further be held responsible for the contract and deportment of the employees during the performance of their work. Said employees shall not use loud, abusive, profane or lewd language in their dealings with the public, nor shall they use loud, abusive, profane or lewd language amongst themselves during the performance of their work. Further, said employees shall conduct their work as quietly as possible with a minimum of interference to pedestrian and vehicular passageway through the Municipality.

12. **Term:**

The term of the contract shall be three years, commencing August 1, 2024 with an alternative bid for two one-year extensions.

13. **Assignment:**

It is understood and agreed by the Contractor that, during the performance of its duties under this contract, it will not assign its contractual rights or its duties and obligations arising hereunder to any third person without prior written approval of the Municipality being had and obtained, which approval the Municipality shall be under no obligation to give, it being at all times understood that the Contractor is not acting as agent for a subsidiary of any other entity.

14. **Merger/Bankruptcy/Bulk Sale:**

During the term of the contract, Contractor covenants, warrants and agrees that it will not file any proceeding in bankruptcy or reorganization under the bankruptcy laws of the United States or under any specific debtor, receivership, composition for creditors, liquidation proceedings or similar proceedings under Pennsylvania Law. Contractor further covenants, warrants and agrees that, during the term of any contract awarded, it will not merge with any other entity or become a subsidiary of any other corporate or personal interest. Contractor also warrants it will not undertake the sale of its assets, stock or equipment during the term of the contract in any fashion which might jeopardize or compromise service or performance.

If despite the covenants contained herein, said Contractor does file proceedings in bankruptcy or like proceedings in State Courts, or by merger or sale become acquired by another corporation or entity, such actions shall constitute a termination of the contract and result in the subsequent forfeiture of the Performance Bond, at the Township's sole discretion.

15. **Inspection:**

The Municipality, or other authorized representative, may inspect the collection process employed by the successful Contractor under the contract and may require the correction of any improper or deficient performance of the contract through the designated supervisor or the Contractor.

16. **Workers' Compensation Insurance:**

Contractor, during the term of this contract, shall carry Workers' Compensation insurance (pursuant to Pennsylvania Act #44), insuring and covering any and all persons employed by him in the performance of this contract and, before starting work on the contract, shall file a certificate from the insurance company certifying the issuance of such company's insurance policy and the payment of the premium thereof with the Municipality.

17. **Liability Insurance:**

1- The Contractor shall purchase and maintain the following insurance coverages for not less than the limits specified below or required by law, whichever is greater:

1.1 Commercial general liability insurance or its equivalent on an occurrence basis (claims made coverage not acceptable) for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$ 1,000,000 each occurrence;
\$ 1,000,000 personal and advertising injury;
\$ 1,000,000 general aggregate; and
\$ 1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;

- iii. Liability arising from products and completed operations; and
- iv. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.

1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto;
- ii. Automobile contractual liability; and

1.3 - Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 500,000 each accident for bodily injury by accident;
- \$ 500,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

1.4 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- \$ 2,000,000 per occurrence;
- \$ 2,000,000 aggregate for other than products/completed operations and auto liability; and
- \$ 2,000,000 products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability.

1.5 - The Township and its elected and appointed officials, employees, agents and authorized volunteers shall be named as additional insureds on Contractor's commercial general liability and umbrella and excess liability insurance with respect to liability arising out of or related to Contractor's services performed under this Contract and the certificate(s) of insurance, or the certified policy(ies) if requested, must so state this.

1.6 - Insurance provided to the Township and its elected and appointed officials, employees, agents and authorized volunteers under any Contractor's liability insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

1.7 - Insurance provided to the Township and its elected and appointed officials, employees, agents and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Township and its elected and appointed officials, employees, agents and authorized volunteers shall be excess of and non-contributory with insurance provided to the Township and its elected and appointed officials, employees, agents and authorized volunteers as specified herein.

a. Cancellation of Insurance:

Each and every policy of insurance maintained in accordance with the terms of the specifications or the contracts entered there under, shall carry with it an endorsement to the effect that the insurance carrier will convey to the Municipality, by certified mail, return receipt requested, written notice of any modifications, alterations or cancellations of any policy or policies or the terms thereof; and said written notice must be received by the Municipality, at least thirty (30) days prior to the effective date of any such modification, alteration or cancellation. If such modification, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirements set forth herein, the Contractor shall be deemed to be in default and the Municipality shall terminate this

agreement as of the effective date of said change and insurance coverage and the surety on the Performance Bond may be held responsible by the Municipality for the resulting losses.

It shall be the responsibility of the Contractor in obligating the aforesaid insurance coverage to obtain policies which shall protect the Municipality from any and all claims whatsoever in nature, regardless of the nature of said claim and regardless of whether the same are directed toward the recovery of damages for personal injury, property damage, or any other claim of damage which may be incident to the same.

b. Hold Harmless Provision:

The Contractor shall indemnify and save harmless the Township and all elected officials, officers, agents and employees from any actions, liabilities or claims resulting from the performance of the contract.

c. Equal Opportunity Employer:

The Contractor shall state in writing that it is an Equal Opportunity Employer.

18. **Performance Bond:**

The successful Bidder shall obtain and post a Performance Bond or other surety, in the amount of 100% of the total 3-year contract amount. The surety shall be authorized to transact surety business in the Commonwealth of Pennsylvania and have a current A. M. Best Rating of A- or better or a Standard & Poor's insurer's financial strength rating of A or better or a comparable rating by another Nationally Recognized Statistical Ratings Organizations (NRSRO).

19. **Schedule of Payments:**

The Municipality shall pay the Contractor for such collection of municipal waste, bulk trash and recyclable materials collected in accordance with the specifications in monthly payments. The first payment will be made on or about October 1, 2024 following the inception of the contract and monthly thereafter for services rendered the previous month. The amount payable per month shall be adjusted (monthly) to take into account additional and/or deleted dwelling units and Township Miles.

20. **Award Criteria**

The Contract(s) shall be awarded only to the lowest responsive and responsible bidder(s) deemed to be qualified to provide the services specified. As the interest of the Township may require, the right is reserved to make award/s by individual services (i.e. MSW collection and/or Recyclable Material collection), "ALL or NONE", to award to one or more vendors, to reject any or all bids, to waive any minor irregularity in bids, and, at the Township's sole discretion, to re-bid the requested services. Notwithstanding the above, the Township anticipates awarding only one Contract.

Bids will be evaluated using the following evaluative criteria:

- Contractor's ability to meet the MSW and Recyclable Material collection, delivery, and disposal requirements described in Section 8.A, 8.B, and 8.C.
- Contract Price: 3-year Contract Price August 1, 2024 through July 31, 2027.
- Appearance and condition of fleet and facilities.
- Company successfully provides similar services to neighboring Chester County communities.

END OF INSTRUCTIONS



UPPER UWCHLAN TOWNSHIP
Residential MSW and Recyclable Materials Collection
August 1, 2024 – July 31, 2027

PROPOSAL FORM
SIGNATURE PAGE AND AGREEMENT

Submitted by: _____
(Firm Name) PLEASE PRINT

(Authorized Representative) PLEASE PRINT

Date: _____

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

After examining all parts of this project for providing the collection services for Municipal Solid Waste and Recyclable Materials for Upper Uwchlan Township, we understand these specifications and hereby propose to furnish said services in strict accordance with all specifications for the sum indicated below.

Dwelling Units: 3,750

	Year 1 (8/24 - 7/25)	Year 2 (8/25 – 7/26)	Year 3 (8/26 – 7/27)	Total 3 - Year Contract
A. Once per week residential MSW pick-up using Township provided 48-, 64- and 96-gallon wheeled cart; Once per month bulk item pick-up; Twenty-four (24) leaf and yard waste collections (to include Christmas Tree pick up); Dumpsters (2) for leaf and yard waste drop-off; Dumpsters as described in Section 8.K.	\$	\$	\$	\$
Once per week single stream recycling pick-up using Township provided 48-, 64- and 96-gallon wheeled cart. No limit on the amount of recyclables and they can be outside of the cart.	\$	\$	\$	\$
B. Alternate Item: Once per week single stream recycling pick-up. Township provided Cart Only, up to three carts.	\$	\$	\$	\$
C. Alternate Item Appliances containing refrigerant, per unit	\$	\$	\$	\$

Alternative 3-Year contract with (2) 1-Year contract extensions

	Total - 3 Years (8/24 – 7/27)	Year 4 (8/27 - 7/28)	Year 5 (8/28 – 7/29)
A. Once per week residential MSW pick-up using Township provided 48-, 64- and 96-gallon wheeled cart; Once per month bulk item pick-up; Twenty-four (24) leaf and yard waste collections (to include Christmas tree pick up); Dumpsters (2) for leaf and yard waste drop-off; Dumpsters as described in Section 8.K.	\$	\$	\$
Once per week single stream recycling pick-up using Township provided 48-, 64- and 96-gallon wheeled cart. No Limit on the amount of recyclables and they can be outside of the cart.	\$	\$	\$
B. Alternate Item: Once per week single stream recycling pick-up. Township provided Cart Only, up to three carts.	\$	\$	\$
C. Alternate Item: Appliances containing refrigerant, per unit	\$	\$	\$

In submitting this proposal, it is understood that it is the right of the Municipality to reject any and all proposals or parts thereof, or waive any informalities or technicalities in said proposals.

This proposal shall remain firm for at least one hundred and twenty (120) days after Bid Opening.

Accompanying this proposal is a Bid Bond () or certified check () in the amount of \$ _____, which equals 10% of the "Total 3-Year Contract" amount.



UPPER UWCHLAN TOWNSHIP
Residential MSW & Recyclable Materials Collection
August 1, 2024 – July 31, 2027

Signed:

Firm Name

Authorized Representative

Print Name – Representative

Address:

Phone Number:

Email Address:

Website:

STATE OF)
COUNTY OF) SS:

I, _____, being duly sworn according to law, upon my oath depose and say:

I am the _____ of _____
(Title) (Firm's Name)

the Bidder herein, and I am duly authorized to respond to the foregoing questions on behalf of said Bidder.

I have read the foregoing questions and the answers which I have submitted in response thereto are true and correct in all respects to the best of my knowledge, information and belief.

Name

Title

Company

Sworn and subscribed to before me this

_____ day of _____, 2024.

Notary Public

SEAL

BIDDER'S AFFIDAVIT

STATE OF _____)
COUNTY OF _____) SS:

I, _____, being duly sworn, deposes that he/she resides at
_____ and that he/she is the
_____ of _____.
(Title) (Firm's Name)

I am duly authorized to sign the bid and the bid is the true offer of the bidder, that the seal attached thereto is the seal of the bidder, and that each, every and all declarations and statements contained in the bid and any and all affidavits, questionnaires and documents submitted pursuant to the proposal for bids are true to the best of my knowledge and belief.

Affiant

Sworn and subscribed to before me this
_____ day of _____, 2024.

Notary Public

SEAL

NON-COLLUSION AFFIDAVIT

STATE OF)
COUNTY OF) SS:

I, _____ being duly
Affiant

Sworn, deposes and says that I am _____
(sole owner, a partner, president, secretary, etc.)

of _____
Bidder's Name

The party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any person, to fix the bid price of Affiant or other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the person interested in the proposed contract; and that all statements contained in such bid are true; and further such bidder has not directly or indirectly submitted this bid, or that the contents thereof, or divulged information or data relative thereto to any association of to any member or agent thereof.

Affiant

Sworn and subscribed to me before me this
_____ day of _____, 2024.

Notary Public

SEAL

BIDDERS QUESTIONNAIRE

Each bidder shall provide the following information as an integral part of his or her bid; failure to answer all questions will render such bid as irregular and non-responsive.

- a. How many years' experience has your organization (bidder and/or bidder's parent subsidiary affiliated corporations) had in the collection of refuse in Municipalities? _____
- b. List five (5) Municipalities you or your organization are now providing collection services for, the number of units serviced in each Municipality and the names of the responsible Municipal Official in each to whom you report:

Municipality	Number of Units Serviced	Report To
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- c. Provide address of storage and maintenance yard for equipment to be used for collection services in Upper Uwchlan Township.

- d. Who provides preventative maintenance and repair to the vehicles to be used for collection services in Upper Uwchlan Township, and where does this activity occur?

- e. Provide a detailed description/schedule of the preventative maintenance performed on all collection vehicles to be used for collection services in Upper Uwchlan Township.
- f. Indicate the local telephone number for your office, which will be available to receive calls from Township Officials _____
- g. Indicate the local telephone number for your office, which will be available to receive calls from Township Residents _____
- h. What equipment do you intend to obtain and use for the performance of the service contract? All equipment proposed to be used shall be no more than four (4) years old at the commencement of this contract. (Please complete the attached Equipment List Sheet).
- i. Have you or your organization, or any partners or officers thereof, failed to complete a Municipal Collection Contract or defaulted under any such contract? If so, where? _____.
- j. Is your company associated with any other companies directly and/or indirectly? Yes ____ No ____
If so, give details. _____
- k. Did you or your organization, or any partners or officers thereof, when the lowest bidder on a Municipal Collection Contract withdraw your bid, his or its bid? If so, for what reason?

- l. Did you or your organization, or any partners or officers thereof, when the lowest bidder on a Municipal Collection Contract, attempt to sell such bid? If so, for what reason?
_____.
- m. Have you or your organization, or any partners or officers thereof, been a party to any law suits or legal actions, whether of a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, give details, including the name and address of each judgment creditor; and the amount of each judgment.

By responding to this Request For Proposal and submitting a bid for consideration, Bidder grants Upper Uwchlan Township representatives permission to visit and inspect both the storage and maintenance yard as well as all vehicles to be used for collection services in Upper Uwchlan Township.

Dated: _____

Bidder: _____

By: _____

Title: _____

EQUIPMENT LIST

VEHICLES:

	YEAR	MAKE	TYPE (automated side-loading, rear-loading, etc.)	CAPACITY (Cubic Yards)
1.				
2.				
3.				
4.				
5.				
6.				

OTHER EQUIPMENT USED TO PERFORM UNDER THIS SERVICE CONTRACT:

Bidder: _____

Signature: _____

Title: _____

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF)
COUNTY OF) SS:

I, _____, being duly sworn, depose and say that I reside at
(Name of Affiant)

_____, and that I am the _____ of
(Title)

_____.
(Name of Company)

In such capacity and for and on behalf of _____ it is hereby affirmed and agreed as follows:

1. _____ will not discriminate against an employee or applicant for employment
(Name of Bidder)
because of age, race, creed, color, national origin, ancestry, marital status or gender.
2. _____ will take affirmative action to ensure all applicants are
(Name of bidder)
recruited and employed and that the employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or gender. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.
3. _____ will in all solicitations or advertisements for employees
(Name of Bidder)
placed by or on behalf of _____, state all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or gender.

Affiant

Name of Company

Sworn and subscribed to before me this

_____ day of _____, 2024.

Notary Public

SEAL

AFFIANT RE:

ACCEPTING OF THE WORKER'S COMPENSATION ACT

STATE OF)
COUNTY OF) SS:

_____ being duly sworn according to law deposes and says that they have/he has/ it has accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments, and has insured his/their/it's liability there under in accordance with the terms of said Act with _____.

Contractor

Signature

Sworn and subscribed to before me this

_____ day of _____, 2024.

Notary Public

SEAL

UPPER UWCHLAN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

ORDINANCE ____ - ____

AN ORDINANCE OF THE TOWNSHIP OF UPPER UWCHLAN, CHESTER COUNTY, PENNSYLVANIA, AMENDING CHAPTER 200 OF THE UPPER UWCHLAN TOWNSHIP CODE TITLED "ZONING" TO ADD DEFINITIONS OF ATHLETIC CLUB, AUTOMOBILE SERVICE ESTABLISHMENT, CONTRACTOR'S ESTABLISHMENT, EDUCATIONAL USE, HOOKAH BAR/LOUNGE, MICROBREWERY, MINI WAREHOUSE/SELF STORAGE, MUNICIPAL USE, OFFICE BUILDING, PERSONAL SERVICE ESTABLISHMENT, PUBLIC PLACE OF AMUSEMENT OR RECREATION AND RECREATIONAL USES IN SECTION 200-7; TO AMEND THE DEFINITION OF RETAIL TRADE TO BE RETAIL STORE IN SECTION 200-7; TO DELETE THE DEFINITIONS OF RECREATION, ACTIVE AND RECREATION, PASSIVE IN SECTION 200-7; TO AMEND THE USE REGULATIONS FOR THE C-1 VILLAGE DISTRICT IN SECTION 200-33; TO AMEND THE USE REGULATIONS FOR THE C-3 HIGHWAY COMMERCIAL DISTRICT IN SECTION 200-39; AND TO AMEND THE USE REGULATIONS FOR THE LI-LIMITED INDUSTRIAL DISTRICT IN SECTION 200-44.

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

SECTION 1. The following definitions shall be added to Section 200-7, titled, "Definitions and word usage":

ATHLETIC CLUB- An enterprise operating as a business or club which charges an admission, entry or membership fee or combination thereof, whether owned by a public or private entity, which is open to the public and provides various athletic or health facilities for its members, including but not limited to the following: gymnasium, swimming pool, nautilus, weights and similar conditioning equipment, tennis, handball, racquetball and similar ball courts and similar athletic facilities which are used to promote fitness and good health.

AUTOMOBILE SERVICE ESTABLISHMENT- A facility for the repair, reconditioning and lubrication of motor vehicles and the replacement or installation of motor vehicle parts and accessories when conducted in a repair shop offering a full range of services including body and fender repair, collision repair service and spray painting.

CONTRACTOR'S ESTABLISHMENT- A commercial use which involves offices and/or the storage of supplies, equipment, machinery and materials for contractors and tradesmen

such as builders, masons, carpenters and landscapers. Such use does not include retail sales of products or materials.

EDUCATIONAL USE- Land or buildings used for the establishment and maintenance of a public or private secondary or elementary school or other educational institution which is used for the primary purpose of instruction and learning. The term shall exclude driver training schools, heavy equipment training, riding schools and day-care centers.

HOKKAH BAR/LOUNGE- Any establishment that is dedicated, in whole or in part, to the smoking of a water pipe with a smoke chamber, a bowl, a pipe and a hose, commonly referred to as a "hookah."

MICROBREWERY-A facility where more than 250 barrels and less than 15,000 barrels of malt or brewed beverages are produced on-premises on an annual basis and then sold or distributed for off-premises consumption, which is not a restaurant use. A microbrewery must be licensed by the Pennsylvania Liquor Control Board or any successor agency of the commonwealth.

MINI WAREHOUSE-SELF STORAGE- A building or group of buildings that are divided into individual units, each of which unit is available for rent or lease to the public for the self-storage of tangible personal property. Outdoor storage is only permitted in designated locations on the property if approved in the land development plan for such use.

MUNICIPAL USE- Any use conducted by Upper Uwchlan Township, an agency of Upper Uwchlan Township or any authority created by Upper Uwchlan Township for administrative buildings, equipment or material storage, public park or recreational areas, public sewage treatment and/or water supply collection, treatment, storage and/or distribution facilities, stormwater management facilities, public parking garages and lots, public libraries or any similar use owned and operated by Upper Uwchlan Township, an agency of the Township or any authority created by the Upper Township. The definition of "municipal use" expressly excludes any use by any governmental agency or authority other than those of Upper Uwchlan Township.

OFFICE BUILDING- A building used primarily for business services, medical services, professional and personal services, financial services, government functions or for administrative, managerial or clerical functions.

PERSONAL SERVICE ESTABLISHMENT-An establishment that offers a type of service oriented to personal needs of members of the general public, but not one involving either a professional service or the retail or wholesale sales of products. Personal services include but are not limited to a barber, hairdresser, beautician, photographer, tailor, cleaning and pressing establishment, laundromat, shoe repair, household appliance repair, locksmith, massage therapy, pet groomer and similar services.

PUBLIC PLACE OF AMUSEMENT OR RECREATION-Any facility providing recreation and/or amusement to the general public and which may or may not charge an admission or use fee. A public place of amusement or recreation includes, but is not limited to, movie theaters, live theaters, dinner theaters, concert halls, arcades, bowling alleys, amusement

parks, fairgrounds, hockey rinks, roller- or ice-skating rinks, moonbounce facilities, batting cages, public golf courses, driving ranges, miniature golf courses, chip-and-putt golf courses, tennis courts, paddle tennis courts, squash courts, handball courts, facilities providing table games, such as billiards, pool and table tennis or any facility of the same general character.

RECREATIONAL USES- An active or passive recreational use designed to accommodate physical, leisure, sporting or relaxation activities on land or water. Recreational uses may include, basketball, baseball, football, bicycling, walking, jogging, running, golfing, fishing, boating, hunting, hockey, skating, skateboarding, soccer, swimming, tennis, volleyball, racquetball, exercise/fitness, bowling, billiards, bird watching, picnicking or any other similar recreational uses, as determined by the Zoning Officer.

SECTION 2. The definition of “Retail Trade” in Section 200-7 titled, “Definitions and word usage”, shall be revised to be “Retail Store.”

SECTION 3. The following definitions in Section 200-7 titled, “Definitions and word usage”, shall be deleted:

RECREATION, ACTIVE-Those recreational pursuits which require physical alteration to the area in which they are performed. Such areas are intensively used and include, but are not limited to, playgrounds, ball courts, and swimming pools.

RECREATION, PASSIVE-Recreational pursuits which can be carried out with little alteration or disruption to the area in which they are performed. Such uses include, but are not limited to, hiking, biking and picnicking.

SECTION 4. Section 200-33, titled “Use Regulations” for the C-1 Village District shall be amended as follows:

“§ 200-33. Use regulations.

A. Uses by right. In the C-1 Village District, a building may be erected, altered or used, and a lot may be used or occupied by right, for the following principal purposes, and no other:

- (1) Office building.
- (2) Bank or other financial institution.
- (3) Retail store, provided that no adult-oriented use and no dispensing of gasoline shall be permitted.
- (4) Personal service establishment
- (5) Medical marijuana dispensary.
- (6) Restaurant, drive-through restaurant, but excluding hookah bar/lounge.

- (7) Bed and breakfast inn.
 - (8) Cultural studio.
 - (9) Municipal uses.
 - (10) Public place of amusement or recreation and athletic club in a building or buildings with 10,000 square feet or less.
- B. Conditional uses. In the C-1 Village District, a building may be erected, altered or used, and a lot may be used or occupied, for any of the following principal purposes when authorized as a conditional use by the Board of Supervisors, subject to § 200-116 of this chapter. Conditional use approval in the C-1 Village District shall require full compliance with all applicable design standards set forth in § 200-36, except where as a specific condition of approval, the Board provides for modification to such standards upon satisfactory demonstration by the applicant that full compliance is not practicable, based upon a preponderance of evidence.
- (1) Educational or religious use.
 - (2) Cultural facility.
 - (3) Day-care center.
 - (4) Mixed-use dwelling.
 - (5) Adaptive reuse for historic preservation where permitted as a use subject to approval by the Board of Supervisors as a conditional use in accordance with § 200-72.1.
- C. Special exceptions. In the C-1 Village District, a building may be erected, altered or used, and a lot may be used or occupied for any of the following principal uses when authorized as a special exception by the Zoning Hearing Board, subject to Article XX of this chapter.
- (1) Governmental or public utility building or uses.
- D. Accessory uses. In the C-1 Village District, a building may be erected, altered or used, and a lot may be used or occupied for any customary commercial accessory use, subject to all applicable provisions of § 200-62.

SECTION 5. Section 200-39, titled, "Use regulations" for the C-3 Highway Commercial District shall be amended as follows:

"§ 200-39. Use regulations.

On any lot or tract in the C-3 Highway Commercial District with direct frontage on Route 100 (Pottstown Pike) and located north of Ticonderoga Boulevard and south of Byers Road, the use regulations set forth in § 200-33 for the C-1 Village District shall apply. On all other lots or tracts in the C-3 Highway Commercial District, the following regulations shall apply:

- A. Uses by right. In the C-3 Highway Commercial District, a building may be erected, altered or used, and a lot may be used or occupied by right, for any one, but only one, of the following principal purposes, and no other:
 - (1) Office building.
 - (2) Bank or other financial institution.
 - (3) Passenger station for public transportation.
 - (4) Retail store, provided that no sale or dispensing of gasoline or other fuels and no adult-oriented use shall be permitted.
 - (5) Restaurant, drive-through restaurant.
 - (6) Personal service establishment.
 - (7) Educational or religious use.
 - (8) Cultural studio or cultural facility.
 - (9) Medical marijuana dispensary.
 - (10) Passenger station for public transportation.
- B. Conditional uses. In the C-3 Highway Commercial District, a building may be erected, altered or used, and a lot may be used or occupied, for any one of the following principal purposes when authorized as a conditional use by the Board of Supervisors, subject to § 200-116 of this chapter. At the reasonable discretion of the Board of Supervisors, conditional uses in the C-3 Highway Commercial District may be approved subject to compliance with any applicable design standard(s) set forth in § 200-36.
 - (1) Any two or more principal uses otherwise permitted by right, conditional use, or special exception as provided herein. As a condition of conditional use approval, the Board of Supervisors may require that any application for a combination of

two or more principal uses comply with the provisions of § 200-70 of this chapter, as deemed applicable by the Board.

- (2) Day-care center.
 - (3) Hotel or motel.
 - (4) Bed-and-breakfast inn.
 - (5) Public place of amusement or recreation provided such use is exclusively indoors.
 - (6) Sale or dispensing of gasoline as a principal or accessory use.
 - (7) Vehicular sales establishment and sale of farming equipment.
 - (8) Automobile service establishment.
 - (9) Car wash.
 - (10) Adaptive reuse for historic preservation where permitted as a use subject to approval by the Board of Supervisors as a conditional use in accordance with Section 200-72.1.
 - (11) Laboratory for scientific research and development.
- C. Special exceptions. In the C-3 Highway Commercial District, a building may be erected, altered or used, and a lot may be used or occupied for any one of the following principal uses when authorized as a special exception by the Zoning Hearing Board, subject to Article XX of this chapter:
- (1) Municipal or public uses; governmental or public utility building or uses.
- D. Accessory uses. In the C-3 Highway Commercial District, a building may be erected, altered or used, and a lot may be used or occupied for any customary commercial accessory use(s) provided that they are incidental to any permitted principal use.

SECTION 6. Section 200-44, titled, "Use regulations" for the LI-Limited Industrial District shall be amended as follows:

§ 200-44. Use regulations.

- A. Uses by right.
- (1) Assembly and manufacture of light industrial products.
 - (2) Medical marijuana grower/processor.
 - (3) Research, engineering, or testing laboratories.

- (4) Public utility operating facilities.
 - (5) Printing or publishing establishment.
 - (6) Office building.
 - (7) Wholesale sales, storage and distribution in a building or buildings of 20,000 square feet or less.
 - (8) Religious uses.
 - (9) Public place of amusement or recreation and athletic club in a building of 10,000 square feet or less.
 - (10) Mini-warehouse/self storage facility.
 - (11) Contractor's establishment.
- B. Conditional uses. Any one of the following uses when authorized as a conditional use by the Board of Supervisors, subject to § 200-116 of this chapter:
- (1) Surface mining operations.
 - (2) Sanitary landfills.
 - (3) Junkyard.
 - (4) Recycling collection center, excluding processing or transfer station.
 - (5) Automobile service establishment.
 - (6) Public place of amusement or recreation and athletic club in a building or buildings larger than 10,000 square feet.
 - (7) Tower-based wireless communication facilities.
 - (8) Adult-oriented use, where located not less than 500 feet from any similar use and from any residence, church, or public or private school or day-care facility.
 - (9) Municipal or public uses; governmental or public utility building or uses.
 - (10) Wholesale sales, storage and distribution in a building or buildings larger than 20,000 square feet or less.
 - (11) Microbrewery.

- (12) The following additional uses shall be permitted when established on a property designated by the Township as a Historic Resource on the Historic Resource Inventory, where historical building(s) shall be adaptively re-used:
- (a) Restaurants.
 - (b) Retail sales.
- C. Special exception. Any one of the following uses when authorized as a special exception by the Zoning Hearing Board, subject to Article XX of this chapter:
- (1) Any use similar to the above permitted uses not specifically provided for herein, provided that the use meets the performance requirements of § 200-82 of this chapter.
- D. Accessory uses. The following accessory uses shall be permitted provided that they are incidental to any of the foregoing permitted uses:
- (1) Customary industrial accessory uses.
 - (2) A helicopter landing pad as an accessory use to any of the uses permitted by right, by conditional use or by special exception, when such accessory use is authorized by conditional use procedure and providing that any such accessory use shall comply with the following:
 - (a) No helicopter shall take off or land over areas zoned other than Limited Industrial.
 - (b) No helicopter landing pad shall be located within 1,000 feet of any area zoned other than Limited Industrial.
 - (c) There shall be a minimum front yard setback of 300 feet for any helicopter landing pad.
 - (d) There shall be a minimum side and rear yard setback of 200 feet for any helicopter landing pad.
 - (e) The owner and operator of the facility shall enter into an agreement with the Township with respect to the following: fixing the flight for helicopter taking off and/or landing patterns.
 - (f) All helicopter flights shall comply with FAR 91.119, pertaining to minimum safe altitude.
- E. When authorized as a conditional use by the Board of Supervisors, subject to § 200-116 of this chapter, a building may exceed 35 feet by conditional use approval; however, no building or structure may exceed 45 feet.

SECTION 7. Severability. If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the intent of the Board of Supervisors that

sections, or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof not been included herein.

SECTION 8. Repealer. All ordinances or parts of ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 9. Effective Date. This Ordinance shall become effective five (5) days following the enactment as by law provided.

ENACTED AND ORDAINED this ____ day of _____, 2024.

ATTEST:

**UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS**

Gwen A. Jonik, Secretary

Jennifer F. Baxter, Chair

Andrew P. Durkin, Vice-Chair

Sandra M. D'Amico, Member

LEGACY IMPACT

Long after 2026, CC250 aims for a future in which:

- **everyone will see their story included as an important part of American history and civic engagement**, understanding the value of inclusive narratives about the past, present and future
- history, heritage, preservation, cultural expression, and civic dialogue of all types and sizes will emerge **stronger, better supported, and inclusively engaged with increasingly diverse communities**, and
- **distinctive cultural heritage projects** which were accelerated by 250 commemorations will **endure as lasting legacies**.

The work **starts now** by planning and activating residents, businesses, and community groups throughout Chester County. Please join us as we journey - together - to 2026.

JOIN THE JOURNEY! TIPS TO GET STARTED

- Recruit a diverse, inclusive, creative **planning group**.
- Discuss **themes**:
 - How can America's 250th anniversary be a catalyst for celebrating our past accomplishments while engaging with our most pressing issues?
 - What stories would we like to tell that link to our society's pursuit of liberty and justice for all?
 - What questions will help guide our continuing journey to build a more perfect union?
- This is a time to be imaginative. Entertain many **program ideas**: tours, freedom walks & runs, community picnics, book groups, scrap booking, movie nights, music performances, marching bands, lecture series, community conversations, food for thought, brews & clues.
- Focus on events, sites and stories that are **unique to your community**.
- Discuss how to **engage a variety of people**.
- Forge **partnerships**: consider schools, libraries, social organizations, places of worship, parks, historic sites, arts & culture groups, etc.
- Define a **timeline** for planning and implementing your Top Ideas.
- Outline **resources needed**, costs, and likely funding sources.
- Onward! Get It Rolling! **Do It!**
- Remember to **tell CC250** about your events so we can co-promote and spread the word!

Want more ideas?

Join our zoom calls on the 25th day of each month at noon

Visit <https://america250chesco.org/>



A STAR-SPANGLED INVITATION

FROM AMERICA 250 PA CHESTER COUNTY COMMISSION

**IN 2026, AMERICA CELEBRATES THE
250TH ANNIVERSARY OF THE FOUNDING OF OUR NATION**

PLEASE JOIN US AS WE JOURNEY - TOGETHER - TO 2026

**LET'S INSPIRE AND ENGAGE ALL OUR COMMUNITIES
IN COMMEMORATION OF AMERICA'S FOUNDING,
CONNECTING CHESTER COUNTY'S STORIES TO THE
NATION'S PAST, PRESENT AND FUTURE**

**MAKE HISTORY ★ INSPIRE & ENGAGE
START NOW**



<https://america250chesco.org/>

With a national goal of being the largest and most inclusive celebration in U.S. history, 250 Commissions have been formed at the national, state and county levels. The America 250 PA Chester County Commission (CC250) invites all of Chester County's municipalities, boroughs, cities, towns, institutions, organizations, businesses, nonprofits, neighborhoods and residents to join in the multi-year commemoration of America's 250th anniversary on July 4, 2026.



TAKE THE COMMUNITY PARTNER PLEDGE

Submit the pledge at <https://america250chesco.org/>
CC250, 22 W. Market St., West Chester PA 19382
610.696.8211 fax 610.696.8213

Having read and understood the **BACKGROUND** and **PURPOSE** of CC250,
I/we pledge to:

__Endorse CC250's mission to inspire & engage all our communities in commemoration of America's founding, connecting Chester County's stories to the nation's past, present & future.

__Help create a commemoration that is **truly by the people, for all people**, inviting all input & offering inclusive programs.

__Involve **everyone** as part of our **continuing journey to build a more perfect union**. We pledge to include people old & new to our community, welcoming all to participate & engage.

__Create opportunities for **personal input**, inviting people to tell their stories & share their hopes for a more equitable nation.

__Present programs that commemorate, celebrate, examine &/or foster **fundamental rights**.

__Enter our program promo details on the CC250 website, so CC250 can help **regionally co-promote** our programs under the CC250 banner.

__Participate in periodic virtual or in-person **meetings with CC250** & other community partners to share information and ideas.

__Affirm that my I/we should be **listed as a Community Partner on CC250's website**, subject to CC250 **verification & approval**.

__I/We realize that CC250 retains the **right to reject** listings that are extremely politically divisive in focus &/or in conflict with the ethical standards of inclusion & respect for all.

Contact: _____ Org/Group: _____

Address: _____ City: _____ St: PA Zip: _____

E-mail: _____ Phone: _____ Website: _____

BACKGROUND

Each and every one of us in Chester County and our nation have an exciting anniversary ahead, a chance to commemorate our historic achievements as we renew our commitment to our **democratic ideals**.

In 2026, the 250th anniversary of the Declaration of Independence is a precious opportunity to inspire the American spirit. It's time to better understand **our nation's founding principles** of **Life, Liberty, and the Pursuit of Happiness**, which are enshrined in the United States Constitution.

Chester County's rich history embodies our pursuit of these **Revolutionary ideals**. Here, William Penn established a colony based on **religious freedom and tolerance**. **Agricultural bounty** and **industrial innovation** fueled our and the nation's growth. Chester County was the site of **decisive military actions** that led to **ultimate victory**. A deep-rooted commitment to equality led to strong **anti-slavery** and **women's rights** movements.

PURPOSE

CC250 aims to promote interactive, inclusive, compelling experiences to commemorate and celebrate America's 250th anniversary throughout 2026 and beyond. We seek Community Partners to help all people:

- **encounter the many ways in which Chester County participated in and influenced our nation's founding**, and
- **elevate everyone's understanding of our continuing journey to build a more perfect union**

CC250 urges all to draw upon Chester County's unique array of Heritage **Sites**, combined with Community **Events** and compelling History and Civics **Outreach & Education** initiatives, drawing from:

- **our Natural Landscapes, Philadelphia Campaign Trail, Iron & Steel Trail and Pathway to Freedom**, to highlight the **Power of Our Place**;
- **our Socio-Cultural Landscapes, Evolving Values & Creative Expressions**, to examine our continuing journey of **This American Experiment**, and **Unfinished Revolutions** by and for **We the People**.

