



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS MEETING
AGENDA
JULY 15, 2024

7:00 p.m.

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 Meeting	
D. Executive Sessions were held June 17 and July 9 re: legal matters associated with conditional use Decisions.	
II. APPROVAL OF MINUTES:	
June 10, 2024 Board of Supervisors Workshop, Conditional Use Hearing	3
June 17, 2024 Board of Supervisors Meeting	6
III. APPROVAL OF PAYMENTS	9
IV. TREASURER'S REPORT	40
A. 2023 Audit Report ~ Jeff Kowalczyk, Audit Partner ~ Barbacane Thornton	-
B. Proposed Banking Change	73
V. SUPERVISORS' REPORT	
A. Chester County and Henrietta Hankin Libraries Update ~ Pam Shauger, Circulation Assistant	
B. Park & Recreation Board ~ Appointments	
C. Police Liaison Report	
D. Calendar:	
August 5, 2024 New Solid Waste/Recycling Collection Contract In Effect	
August 11, 2024 4:30-7:00 p.m. Live Music Concert #4 at Upland Farm Park	
August 13, 2024 4:00 p.m. Board of Supervisors Workshop	
August 19, 2024 7:00 p.m. Board of Supervisors Meeting	
Yard Waste Collection Dates: July 24, August 7 and 28	
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	74
B. Building and Codes Department Report	79
C. Police Chief's Report	--
D. Public Works Department Report	81

VII. LAND DEVELOPMENT

- A. Byers Station Parcel 5C Lot 2B Prosperity Property Investments ~ Developer's Agreement, 83
Financial Security Agreement, 2nd Amendment to Stormwater Management Operation
& Maintenance Agreement – Consider Approval

VIII. ADMINISTRATION

- A. Rockhill Real Estate Enterprises LLC ~ 500 Pottstown Pike ~ Decision & Order – 176
Consider Approval
- B. Ordinance Amendments ~ C1 Village Commercial, C3 Highway Commercial, 199
LI Limited Industrial Zoning District Uses - Consider Adoption

IX. OPEN SESSION**X. ADJOURNMENT**



Upper Uwchlan Township
Board of Supervisors Workshop,
Conditional Use Hearing
June 10, 2024, 4:00 p.m.
Minutes
DRAFT

Attendees:

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

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

Tony Scheivert, Township Manager
Lindsay Yeager, Assistant Township Manager
Rhys Lloyd, Codes Enforcement Officer
Anthony Campbell, Zoning Officer
Tom Jones, Police Chief
Mike Esterlis, Public Works Director
Dave Leh, Gilmore & Associates, Township Engineer
Chris Williams, Bowman, Township Traffic Engineer

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

Jenn Baxter called the Workshop to order at 4:02 pm, led the Pledge of Allegiance, and offered a moment of silence. No one planned to record the meeting. There were 2 citizens in attendance.

480 Pottstown Pike – Development – Discussion

Neal Fisher, of the Hankin Group, led discussion on the housing shortage of workforce housing in Chester County, affecting employment in our local businesses. Looking to increase work-force housing supply, they are proposing approximately 100 units of mixed townhomes and apartments on this parcel.

Sandy D'Amico inquired about price points. Neal mentioned that would be dependent on the size of the units, with the hope to be under \$500,000, targeting individuals who make roughly \$110,000 annually with a brief discussion of unemployment rates. Neal described the subsidized housing project they completed with Phoenixville borough and how this proposal is slightly different. Neal concluded by requesting the Township table our ordinance amendment that is on the agenda.

Jenn Baxter noted that township residents do not want more high-density housing.

Resident Gerry Stein commented on interest rates which led to a brief discussion.

In conclusion, the Board expressed several concerns about the location of the proposal.

Preserve at Marsh Creek – Traffic Signal Easement

Kristin Camp stated the Preserve needs land from the Energy Transfer parcel at the intersection of Milford Road and Little Conestoga Road and that the development is required to install a traffic signal for intersection improvement. The easement is so that the signal can be placed and maintained on township property.

Andy Durkin moved, seconded by Sandy D'Amico, to approve and execute the Declaration of Traffic Signal Easement. The motion carried unanimously.

Chris Williams stated the ultimate plan is that Energy Transfer will give additional land to expand.

Preserve at Marsh Creek – Application for Traffic Signal Permit

Andy Durkin moved, seconded by Sandy D'Amico, to execute an Application for Traffic Signal Permit for the proposed signal at Milford Road and Little Conestoga Road. The motion carried unanimously.

Ordinance Amendments

C1, C3, and LI Zoning District Uses

Jenn Baxter moved to advertise the ordinance amending several uses in the C1, C3, and LI Zoning Districts. These amendments have been reviewed and discussed over the past year by the Planning Commission, the County Planning Commission and the Board of Supervisors.

Andy Durkin moved, seconded by Sandy D'Amico, to advertise the ordinance for adoption at the July meeting. The motion carried unanimously.

Short Term Rental Discussion

Kristin explained the difference between single family dwellings and transient housing based on our definitions and stated what we currently allow and how other municipalities are addressing short-term rentals. Anthony stated having reasonable restrictions and appropriate safety measures in place is the desired outcome.

Open Session

Tony stated the block party will be on Saturday June 15 and invited all to attend.

Adjournment

There being no further business to be brought before the Board, Jenn Baxter adjourned the Workshop at 5:24 p.m. and announced a short recess to set up for the Conditional Use Hearing.

Conditional Use Hearing

Jenn Baxter called the Hearing to order at 5:40 p.m. and asked Kristin Camp to conduct the Hearing for Rockhill Real Estate Enterprises regarding 500 Pottstown Pike. Mark Hagerty, Court Stenographer, recorded the proceedings and his transcript is the official Record of the Hearing. The following is a summary.

Ms. Camp entered the following Board Exhibits into the Record:

- B1 Letter from Alyson Zarro, Esq., dated March 11, 2024 and Conditional Use Application
- B2 Email from Alyson Zarro, Esq, dated March 19, 2024 granting extension through May 15, 2024
- B3 Proof of publication
- B4 Conditional Use Plan prepared by T&M Associates dated February 16, 2023
- B5 Aerial Tax Map of Property
- B6 Affidavit of property posting
- B7 Fiscal Impact Analysis from Erik Hetzel of EH Creative Services
- B8 Transportation Impact Assessment prepared by Traffic Planning and Design
- B9 Gilmore & Associates review letter dated April 8, 2024
- B10 Recommendations from Township historical Commission
- B11 Planning Commission Workshop / Meeting Minutes from April 11, 2024
- B12 Letter from Alyson Zarro, Esq., requesting continuance of Hearing until June 10, 2024

Alyson Zarro, Esq., Riley Riper Hollin & Colagreco, representing the Applicant, introduced Robert DiStanislao, of RDS; Keith Lieberman, of T&M Associates; and Matt Hammond, of Traffic Planning and Design (TPD). Messrs. DiStanislao, Lieberman and Hammond were sworn in and provided testimony regarding the Application, proposing a vehicle service center, and a sales center in the future.

Ms. Zarro entered the following Applicant's Exhibits into the Record:

- A1 Conditional Use Application and addendum, dated March 11, 2024 and Conditional Use Plan prepared by T&M Associates, dated February 16, 2023.
- A2 Upper Uwchlan Township Zoning Ordinance, as amended (incorporated by reference).
- A3 Deed to the Property
- A4 Site Plan prepared by T&M Associates, dated June 6, 2024
- A5 Auto Service Center Elevations prepared by KD2 Architects, dated April 2, 2024
- A6 Auto Service Center Rendering prepared by KD2 Architects
- A7 C.V. of Keith Lieberman, P.E.
- A8 Conditional Use Plan prepared by T&M Associates, dated February 16, 2024 and last Revised June 4, 2024
- A9 Historic Aerials of the Property
- A10 Wetlands and Steep Slope with 2023 Aerial and Historic Tank Farm Overlay, prepared by T&M Associates
- A11 Aqua Will-Serve Letter
- A12 Fiscal Impact Analysis prepared by EH Creative Services
- A13 C.V. of Matthew Hammond
- A14 Transportation Impact Assessment prepared by Traffic Planning and Design

Questions by the Board of Supervisors related to the location and operations of the service center, the sales center, delivery of vehicles, building design and architecture, storage of vehicle inventory, environmental concerns, traffic signals. Question by resident related to providing an historic resource impact statement.

Testimony concluded, Ms. Camp closed the Record, and the Board has 45 days to render their Decision, most likely at the July 15 meeting.

The evening was adjourned at 7:43 p.m.

Respectfully submitted,

Lindsay Yeager
Assistant Township Manager



TOWNSHIP OF UPPER UWCHLAN
BOARD OF SUPERVISORS MEETING
June 17, 2024
7:00 p.m.
DRAFT

Attending:

Board of Supervisors

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

Township Administration

Tony Scheivert, Township Manager
Lindsay Yeager, Assistant Township Manager
Gwen Jonik, Township Secretary
Jill Bukata, Township Treasurer
Rhys Lloyd, Director of Code Enforcement
Joe Carr, Police Lieutenant
Dave Leh, Township Engineer

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

Mrs. Baxter called the evening to order at 7:02 p.m., led the Pledge of Allegiance, and offered a moment of silence. No one planned to record the meeting. There were 6 citizens in attendance.

Approval of Minutes

Mr. Durkin moved, seconded by Mrs. D'Amico, to approve as presented the minutes of the May 14, 2024 Board of Supervisors Workshop and Conditional Use Hearings and the May 20, 2024 Board of Supervisors Meeting. The motion carried unanimously.

Approval of Payments

Mr. Durkin moved, seconded by Mrs. D'Amico, to approve the payments to all vendors listed June 13, 2024. The motion carried unanimously.

Treasurer's Report

Jill Bukata reported the financial position remains strong; year-to-date revenues are at 56% of the budget; year-to-date expenses are at 38.7% of the budget; earned income tax receipts are lower than last year but are on target to meet the budget - most receipts come in 6 weeks after the end of the quarter.

Supervisor's Report

Police liaison report. There was no report.

Mrs. Baxter read the published calendar and added June 27, 2024 5:30-7:00 p.m. "Town Tour/Village Walk" at Upland Farm Park, hosted by the Historical Commission; July 4, 2024 Office Closed ~ Independence Day; July 9, 2024 4:00 p.m. Board of Supervisors Workshop; July 14, 2024 4:30-7:30 p.m. Live Music Concert #3 at Upland Farm Park; July 15, 2024 7:00 p.m. Board of Supervisors Meeting; yard waste collection dates June 19, 25, July 10, 24.

ADMINISTRATION REPORTS

Township Engineer's Report

Dave Leh reported that the Planning Commission recommended Preliminary Plan Approval for 301 Park Road / P.J. Reilly Headquarters; revised plans for 241 Park Road / Ducklings Daycare are under review by the consultants.

Building and Codes Department Report

Rhys Lloyd reported that 66 building permits were issued last month, totaling \$27,447.00 in permit fees; 180 scheduled inspections were performed; 11 existing homes changed ownership; 9 new construction homes settled; 25 zoning complaints were logged; and 19 bikes were recently donated to Giving Bikes Back, a very successful event.

Police Chief's Report

Lieutenant Joe Carr reported the Department logged 1,104 calls, including 16 crimes and 11 adults arrested; the safety tip for the month is to call the radio room 610-692-5100 for non-emergency calls for the Department; Junior Police Academy runs next week and there are 50 children signed up – Detectives Gathercole and Stiteler, Officers Taylor, Hess and Cortese, and Jami Martin will work with the kids, ending the week with a graduation ceremony Friday at the Barn at Upland Farm.

Public Works Department Report

Tony Scheivert reported that the Department completed 201 work orders, repaired a swale on Darrell Drive, repaired guiderail on Stanford Drive, assisted with summer concerts, hosted and participated in a chain saw training class.

LAND DEVELOPMENT

Preserve at Marsh Creek Phase III Escrow Release #3. Dave Leh advised that Toll Brothers has paved the roads in Phase III of the Preserve at Marsh Creek and has requested the release of \$339,313.25. Gilmore & Associates reviewed the request and recommends the release. Mr. Durkin moved, seconded by Mrs. D'Amico, to approve the release/bond reduction in the amount of \$339,313.25. The motion carried unanimously.

Vantage Point Senior Living Bond Reduction #2 (Fieldstone at Chester Springs). Dave Leh advised that construction for this project is substantially complete. Vantage Point Retirement Living requested a bond reduction in the amount of \$843,563.60. Gilmore and Associates reviewed the request and recommends the reduction. Mr. Durkin moved, seconded by Mrs. D'Amico to approve the bond reduction in the amount of \$843,563.60. The motion carried unanimously. Anthony Campbell noted they'll probably get their Certificate of Occupancy in July, with residents moving in the end of July. Phased residency over 18 months is most likely.

ADMINISTRATION

Resolution – Updated Act 537 Plan to PaDEP for approval. Gwen Jonik explained that a number of revisions have been made to the Updated Act 537 Plan that was submitted to DEP in 2022. Some of the revisions have been in answer to DEP's questions, some have been due to completion of projects that were proposed in the Plan dated June 2022. DEP requested a Resolution be adopted for submission of the Updated Act 537 Plan dated June 2022, revised March 2023 and May 2024, to DEP for their review and approval. Mr. Durkin moved, seconded by Mrs. D'Amico, to adopt **Resolution # 06-17-24-08**, authorizing submission of the Updated Act 537 Plan last revised May 2024 to PaDEP for review and approval. The motion carried unanimously.

Uwchlan Ambulance Corps Request. Tony Scheivert advised that he met with Tammy Whiteman and Kathi Cozzzone and reviewed their budget. They are requesting a \$25,000 capital contribution in 2024 to replace aging AEDs (automated electronic defibrillator). Mr. Scheivert and Jill Bukata will look at the budget to see what funds are available. The Supervisors favored making the contribution.

Youth Event Presentation. Rishabh Jain, a junior at Downingtown Schools proposed a teen-engagement event in the community, an event for teenagers to make connections, promote healthy lifestyles, etc., a 3-4 hour weekend event in late August or early September, to help keep

teens active. It could have County or outside agencies making educational presentations or having activities for the teens to participate in; student-run organizations – such as the teen unit at Uwchlan Ambulance; booths and educational activities like at the block party. Key parties would be a teen advisory council “for teens by teens”, local businesses (donations). Develop future leaders – teens can make a difference! Hold it at Hickory Park. Teens from the area, not necessarily just Upper Uwchlan. The Township could help publicize, perhaps contribute funds. East Goshen hosted an activity like this, and it was well attended.

The Supervisors were impressed with the presentation, and like the great ideas being brought to the community. Discussion included: late August isn't going to work and early September is a busy time – early October might be a better time; perhaps Public Works could lend support; perhaps Police Department could have a booth; Rishabh will draft the teen advisory council application; then meet with Tony Scheivert and Lindsay Yeager to talk things through; the Township might be able to help with a food vendor, and would promote the event on Facebook and the website.

Open Session

Tony Scheivert thanked Kathi McGrath, Joe Carr, Tom Jones and Josh Spangler – a great team who put a lot of thought and coordination to make this year's block party a great event. He also thanked Staff and the sponsors.

Mrs. Baxter and Steve Egnaczyk thanked everyone, as well. The community loves it, it was well-done, and the fireworks were the best yet.

Gwen Jonik reiterated that Upland Farm Park buildings are Tour #4 of 10 in this summer's County Town Tours and Village Walks Program – June 27 beginning at 5:30 p.m. – and encouraged folks to take a brochure that lists all of the summer's Tours.

Ms. Jonik called attention to the “Chester County Farm Guide 2024” that highlights 125 local farms and markets. The Guides are available on the table in the Schoolhouse as well.

Ms. Jonik called attention to the stormwater management literature that is always available to residents in the public meeting room (Schoolhouse) and on the website: Illicit Discharge Detection and Elimination Fact Sheet – Stormwater Phase II Final Rule, Illicit Discharge Detection Minimum Control Measure #3, Guidelines for Maintaining Streams in Your Community, Protecting Water Quality from Urban Runoff, Homeowners Guide to Stormwater Management, Healthy Benefits of Green Infrastructure, Be Storm Water Smart brochure.

Adjournment

There being no further business to be brought before the Board, Mrs. Baxter adjourned the Meeting at 7:32 p.m.

Respectfully submitted,

Gwen A. Jonik
Township Secretary

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids:
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
06/17/24		GILM0020 GILMORE & ASSOCIATES, INC	1,032.30	06/30/24 3187
06/17/24		MCMAH010 BOWMAN CONSULTING GROUP, LTD	3,526.45	06/30/24 3187
07/09/24		CRASHCHA CRASH CHAMPIONS #0196	20,003.08	3195
07/09/24		CHEST040 CHES CO CONSERVATION DISTRICT	4,650.00	3196
07/09/24		CCCDCWF CHES CO CONSERVATION DISTRICT	1,500.00	3197
07/09/24		COMMON025 COMMONWEALTH OF PA	1,100.00	3198
07/09/24		ECRAI010 E.CRAIG KALEMJIAN, ESQ.	1,485.00	3157
07/15/24		ABDELSHU ABDEL SHUWEKI	385.00	3207
07/15/24		ADVAN010 ADVANCED HORTICULTURAL SOLN	12,711.00	3207
07/15/24		ALEXAFLE ALEXANDER FLEMING	825.00	3207
07/15/24		AQUAP010 AQUA PA	1,434.16	3207
07/15/24		ATLANTAC ATLANTIC TACTICAL	3,247.75	3207
07/15/24		AXONENTE AXON ENTERPRISE, INC	27,250.94	3207
07/15/24		BRANDSPC BRANDYWINE VALLEY SPCA	200.00	3207
07/15/24		BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	1,036.00	3207
07/15/24		BURKHOLD BURKHOLDER MFG, INC.	188.95	3207
07/15/24		CEDAR010 CEDAR HOLLOW RECYCLING	77.75	3207
07/15/24		CHARLHIG CHARLES A HIGGINS & SONS	191.44	3207
07/15/24		CHRISHOL CHRISTOPHER HOLT	300.00	3207
07/15/24		COLLIFL COLLIFLOWER, INC	280.90	3207
07/15/24		COMCA010 COMCAST	1,719.89	3207
07/15/24		CRYST010 CRYSTAL SPRINGS	116.03	3207
07/15/24		DELAW030 DELAWARE VALLEY HEALTH TRUST	59,389.61	3207
07/15/24		DELTRUST DELAWARE VALLEY PROP&LIA TRST	38,441.55	3207
07/15/24		DIAMOWER DIAMOND MOWERS	453.21	3207
07/15/24		DIICOMPU DII COMPUTERS, INC	4,027.00	3207
07/15/24		DVWCT DELAWARE VALLEY WORKERS COMP	18,818.75	3207
07/15/24		EAGLE130 EAGLE TERMITE & PEST CONTROL	190.00	3207
07/15/24		EAGLEPOW EAGLE POWER TURF AND TRACTOR	3,588.17	3207
07/15/24		EAGLHARD EAGLE HARDWARE	136.85	3207
07/15/24		EASTB010 EAST BRANDYWINE FIRE COMPANY	10,639.50	3207
07/15/24		ECRAI010 E.CRAIG KALEMJIAN, ESQ.	855.00	3207
07/15/24		FISHE010 FISHER & SON COMPANY, INC.	115.00	3207
07/15/24		FIZZA010 FIZZANO BROS.	78.00	3207
07/15/24		FLEXIBEN FLEXIBLE BENEFIT ADMINISTRATOR	56.00	3207
07/15/24		GILM0020 GILMORE & ASSOCIATES, INC	3,380.00	3207
07/15/24		GOSHENSI GOSHEN SIGNS	3,275.00	3207
07/15/24		HELPNOW HELP-NOW,LLC	3,425.88	3207
07/15/24		IRONM010 IRON MOUNTAIN	862.62	3207
07/15/24		JOEROSAT JOSEPH ROSATI PLUMBING, INC.	410.00	3207
07/15/24		KEENC010 KEEN COMPRESSED GAS COMPANY	485.40	3207
07/15/24		KENCOR KENCOR, LLC	392.46	3207
07/15/24		KEYSTCOL KEYSTONE COLLECTIONS GROUP	12,708.61	3207
07/15/24		KIMBALLW KIMBALL MIDWEST	1,566.19	3207
07/15/24		KRUPA010 KRUPANSKY FENCE CO., LLC	500.00	3207
07/15/24		LEVEN010 LEVENGOOD SEPTIC SERVICE	603.00	3207
07/15/24		LUDWI060 LUDWIG'S CORNER SUPPLY CO.	169.18	3207
07/15/24		MARKH010 MARK HAGERTY	75.00	3207
07/15/24		MARSH020 MARSH CREEK SIGNS	534.00	3207
07/15/24		MATRIXDC MATRIX TRUST COMPANY	12,500.00	3207
07/15/24		NAPA0010 NAPA AUTO PARTS	483.61	3207

July 11, 2024
12:02 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 2

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
07/15/24	NEWH0010	NEW HOLLAND AUTO GROUP	4,507.80	3207
07/15/24	NOVUS	NOVUS MAINTENANCE, LLC	2,760.00	3207
07/15/24	OCCHEALT	OCC HEALTH CENTERS OF SWPA	218.00	3207
07/15/24	PICPA010	PICPA	440.00	3207
07/15/24	PITNEBOW	PITNEY BOWES BANK INC	1,000.00	3207
07/15/24	ROBLITTL	ROBERT E. LITTLE, INC.	33.37	3207
07/15/24	SANDRAFR	SANDRA FROST	812.00	3207
07/15/24	SCHWAB-1	CHARLES SCHWAB & CO, INC	98,289.50	3207
07/15/24	SCHWAB-2	CHARLES SCHWAB & CO, INC	24,407.25	3207
07/15/24	SEMPERON	SEMPERON	1,154.41	3207
07/15/24	SWEETWAT	SWEETWATER NATURAL PRODUCTS LL	364.00	3207
07/15/24	THEPA020	THE PARTY CENTER	2,827.75	3207
07/15/24	THOMREUT	THOMSON REUTERS-WEST PAYMENT	158.82	3207
07/15/24	TMACC010	TMACC	700.00	3207
07/15/24	TONYSCHE	TONY SCHEIVERT	100.00	3207
07/15/24	TRAISR	TRAISR, LLC	2,699.25	3207
07/15/24	TRIAD010	TRIAD TRUCK EQUIPMENT, INC.	164.50	3207
07/15/24	ULINE	ULINE	323.18	3207
07/15/24	ULTRABRI	ULTRA BRIGHT LIGHTZ LLC	139.99	3207
07/15/24	VERIZ010	VERIZON	452.72	3207
07/15/24	VERIZFIO	VERIZON	124.99	3207
07/15/24	VERIZOSP	VERIZON - SPECIAL PROJECTS	217.14	3207
07/15/24	WIGGISHR	WIGGINS SHREDDING	115.56	3207
07/15/24	YSM	YSM	5,904.00	3207
<hr/>				
Report Totals				
Checks:		<u>Paid</u> 75	<u>Void</u> 0	<u>Amount Paid</u> 409,335.46
Direct Deposit:		<u>0</u>	<u>0</u>	<u>Amount Void</u> 0.00
Total:		<u>75</u>	<u>0</u>	<u>0.00</u> <u>409,335.46</u>

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

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Ref	Ref Num
PO #	Item	Description			Contract	Ref Seq	Acct
06/17/24 24-00822	1	GILM0020 GILMORE & ASSOCIATES, INC chester springs crossing	1,032.30	01-408-000-310 Reimbursable Engineer	Expenditure	06/30/24	3187 1 1
06/17/24 24-00824	1	MCMAH010 BOWMAN CONSULTING GROUP, LTD traffic signals 310018-01-001	247.50	01-408-000-311 Traffic Engineering	Expenditure	06/30/24	3187 2 1
	2	station blvd 311314-01-001	370.20	01-408-000-313 Non Reimbursable	Expenditure		3 1
	3	general consult 311430-01-001	1,913.75	01-408-000-313 Non Reimbursable	Expenditure		4 1
	4	comp plan 313914-01-001	995.00	01-414-002-367 General Planning	Expenditure		5 1
			3,526.45				
07/09/24 24-00901	1	CRASHCHA CRASH CHAMPIONS #0196 2022 ford #3205 body repair	19,319.33	01-410-000-250 Maintenance & Repairs	Expenditure		3195 1 1
	2	2022 ford #3205 tail lamp	683.75	01-410-000-250 Maintenance & Repairs	Expenditure		2 1
			20,003.08				
07/09/24 24-00902	1	CHEST040 CHES CO CONSERVATION DISTRICT hp-ndpdes submission review fee	4,650.00	01-495-000-000 Expense Reclass	Expenditure		3196 1 1
07/09/24 24-00903	1	CCCDCWF CHES CO CONSERVATION DISTRICT hp-ndpdes submission review fee	1,500.00	01-495-000-000 Expense Reclass	Expenditure		3197 1 1
07/09/24 24-00904	1	COMM0025 COMMONWEALTH OF PA hp-ndpdes submission review fee	1,100.00	01-495-000-000 Expense Reclass	Expenditure		3198 1 1
07/09/24 24-00620	1	ECRAI010 E.CRAIG KALEMJIAN, ESQ. zoning hearing-billboard	1,485.00	(Replacement of: GENERAL 01-404-000-310 Reimbursable Legal Fees	Expenditure 55114)		3157 43 1
07/15/24 24-00943	1	ABDELSHU ABDEL SHUWEKI jr police academy graduation	385.00	01-410-000-340 Public Relations	Expenditure		3207 151 1
07/15/24 24-00849	1	ADVAN010 ADVANCED HORTICULTURAL SOLN hp - bio fert turf	3,067.00	01-454-002-450 Contracted Services	Expenditure		3207 1 1
	2	ff - bio fert turf	2,467.00	01-454-003-450 Contracted Services	Expenditure		2 1
	3	larkins - bio fert turf	1,110.00	01-454-004-450 Contracted Services	Expenditure		3 1

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq	Acct
		ADVANCED HORTICULTURAL SOLN	Continued					
	4	ff - custom liquid biological		2,223.00	01-454-003-450 Contracted Services	Expenditure	4	1
	5	ff - grub control		672.00	01-454-003-450 Contracted Services	Expenditure	5	1
	6	hp - grub control		1,231.00	01-454-002-450 Contracted Services	Expenditure	6	1
	7	hp - liquid biological		1,941.00	01-454-002-450 Contracted Services	Expenditure	7	1
				12,711.00				
24-00942	07/15/24	ALEXAFLE ALEXANDER FLEMING					3207	
	1	interview/interpretation		825.00	01-410-000-174 Tuition Reimbursement	Expenditure	150	1
24-00850	07/15/24	AQUAP010 AQUA PA					3207	
	1	twp		111.64	01-409-003-360 Utilities	Expenditure	8	1
	2	twp		218.63	01-409-003-360 Utilities	Expenditure	9	1
	3	pw		85.72	01-409-001-360 Utilities	Expenditure	10	1
	4	upland		245.16	01-454-005-360 Utilities	Expenditure	11	1
	5	upland		183.78	01-454-005-360 Utilities	Expenditure	12	1
	6	pw		124.28	01-409-001-360 Utilities	Expenditure	13	1
	7	ff		68.39	01-409-001-360 Utilities	Expenditure	14	1
	8	upland		120.42	01-454-005-360 Utilities	Expenditure	15	1
	9	hp		276.14	01-454-002-360 Utilities	Expenditure	16	1
				1,434.16				
24-00941	07/15/24	ATLANTAC ATLANTIC TACTICAL					3207	
	1	tactical gear (fleming)		3,247.75	01-410-000-260 Small Tools & Equipment	Expenditure	149	1
24-00852	07/15/24	AXONENTE AXON ENTERPRISE, INC					3207	
	1	pd - 2024 body cameras		13,781.19	01-410-000-450 Contracted Services	Expenditure	17	1
	2	pd - 2024 tasers		10,711.01	01-410-000-450 Contracted Services	Expenditure	18	1
	3	pd - 2024 tasers (2 add-ons)		2,758.74	01-410-000-450 Contracted Services	Expenditure	19	1
				27,250.94				
24-00932	07/15/24	BRANDSPC BRANDYWINE VALLEY SPCA					3207	
	1	cat acquisition		200.00	01-422-000-530 Contributions/SPCA	Expenditure	131	1

July 11, 2024
12:01 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 3

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref Num	Ref Seq	Acct
PO #	Item	Description					Contract			
07/15/24 24-00919	1	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI twp - june monthly services	1,036.00		01-404-000-311 Non Reimbursable Legal	Expenditure		3207	130	1
07/15/24 24-00853	1	BURKHOLD BURKHOLDER MFG, INC. gorilla lift spring/cable	188.95		01-454-001-200 Supplies	Expenditure		3207	20	1
07/15/24 24-00854	1	CEDAR010 CEDAR HOLLOW RECYCLING rebar/oversided wire	77.75		01-438-000-245 Highway Supplies	Expenditure		3207	21	1
07/15/24 24-00856	1	CHARLHIG CHARLES A HIGGINS & SONS 1t conestoga/park	191.44		01-433-000-450 Contracted Services	Expenditure		3207	22	1
07/15/24 24-00857	1	CHRISHOL CHRISTOPHER HOLT aug 11th summer concert #4	300.00		01-454-001-201 Park & Rec Special Events	Expenditure		3207	23	1
07/15/24 24-00858	1	COLLIFL COLLIFLOWER, INC hose/fitting/t-clamp/expander	93.98		01-438-000-200 Supplies	Expenditure		3207	24	1
24-00858	2	hose assembly 43 series	186.92		01-438-000-245 Highway Supplies	Expenditure		3207	25	1
			280.90							
07/15/24 24-00859	1	COMCA010 COMCAST hp	324.32		01-454-002-450 Contracted Services	Expenditure		3207	26	1
	2	twp	674.65		01-409-003-450 Contracted Services	Expenditure		3207	27	1
	3	public works	313.39		01-409-001-450 Contracted Services	Expenditure		3207	28	1
	4	upland	407.53		01-454-005-450 Contracted Services	Expenditure		3207	29	1
			1,719.89							
07/15/24 24-00905	1	CRYST010 CRYSTAL SPRINGS kitchen supplies	116.03		01-409-001-200 Township properties - supplies	Expenditure		3207	111	1
07/15/24 24-00861	1	DELAW030 DELAWARE VALLEY HEALTH TRUST admin	4,923.05		01-401-000-156 Employee Benefit Expens	Expenditure		3207	47	1
	2	pd	33,360.18		01-410-000-156 Employee Benefit Expense	Expenditure		3207	48	1
	3	codes	3,793.79		01-413-000-156 Employee Benefit Expens	Expenditure		3207	49	1
	4	public works	15,006.03		01-438-000-156 Employee Benefit Expense	Expenditure		3207	50	1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description			Contract	Ref Seq	Acct
DELAWARE VALLEY HEALTH TRUST		Continued					
5 facilities			2,306.56	01-438-001-156 Employee Benefit Expense	Expenditure	51	1
			59,389.61				
07/15/24	24-00860	DELTRUST DELAWARE VALLEY PROP&LIA TRST	9,559.06	01-409-003-351 Insurance Property	Expenditure	3207	1
1	q3 - twp bldg		1,365.58	01-409-004-351 Insurance - property	Expenditure	30	1
2	q3 - 520 milford		2,731.16	01-454-002-351 Insurance-Property	Expenditure	31	1
3	q3 - hp		2,731.16	01-454-005-351 Insurance - Building	Expenditure	32	1
4	q3 - upland		8,193.48	01-409-001-351 Insurance-Property	Expenditure	33	1
5	q3 - pw bldg		2,731.16	01-454-003-351 Insurance Property	Expenditure	34	1
6	q3 - ff		5,349.20	01-400-000-352 Insurance-Liability	Expenditure	35	1
7	q3 - general gov't		63.62	01-401-000-352 Insurance - Liability	Expenditure	36	1
8	q3 - exec		3,385.50	01-410-000-352 Insurance - Liability	Expenditure	37	1
9	q3 - pd		63.63	01-413-000-352 Insurance - Liability	Expenditure	38	1
10	q3 - codes		364.00	01-438-000-352 Insurance - Liability	Expenditure	39	1
11	q3 - pw		364.00	01-438-001-352 Insurance - Liability	Expenditure	40	1
12	q3 - facilities		113.80	01-401-000-353 Insurance - Vehicle	Expenditure	41	1
13	q3 - exec		402.00	01-410-000-353 Insurance - Vehicles	Expenditure	42	1
14	q3 - pd		113.80	01-413-000-353 Insurance - Vehicle	Expenditure	43	1
15	q3 - codes		455.20	01-438-000-353 Vehicle Insurance	Expenditure	44	1
16	q3 - pw		455.20	01-438-001-353 Vehicle Insurance	Expenditure	45	1
17	q3 - facilities		38,441.55			46	1
07/15/24	24-00863	DIAMOWER DIAMOND MOWERS	211.45	01-438-001-235 Vehicle Maintenance - Facilities	Expenditure	3207	1
1	road mower bushing/v belt		241.76	01-438-001-235 Vehicle Maintenance - Facilities	Expenditure	58	1
2	road mower stabilizer bar		453.21			59	1
07/15/24	24-00906	DIICOMPU DII COMPUTERS, INC	4,027.00	01-410-000-740 Computer/Furniture	Expenditure	3207	1
1	pd - hp probook/monitor					112	1

July 11, 2024
12:01 PM

Upper Uwchlan Township
Check Register By Check ID

Page No: 5

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref Num	Ref Seq	Acct
PO #	Item	Description								
24-00862	07/15/24	DVWCT DELAWARE VALLEY WORKERS COMP		188.18	01-401-000-354	Expenditure		3207		
	1	q3 - admin			Insurance-Workers Comp			52	1	
	2	q3 - pd		11,855.81	01-410-000-354	Expenditure		53	1	
	3	q3 - codes		188.19	01-413-000-354	Expenditure		54	1	
	4	q3 - pw		3,387.38	01-438-000-354	Expenditure		55	1	
	5	q3 - facilities		2,258.25	01-438-001-354	Expenditure		56	1	
	6	q3 - parks		940.94	01-454-001-354	Expenditure		57	1	
					Insurance - Workers Comp					
					18,818.75					
24-00864	07/15/24	EAGLE130 EAGLE TERMITE & PEST CONTROL		95.00	01-409-003-450	Expenditure		3207		
	1	twp bldg - qtrly service			Contracted Services			60	1	
	1	upland - qtrly service		95.00	01-454-005-450	Expenditure		138	1	
					Contracted Services					
					190.00					
24-00865	07/15/24	EAGLEPOW EAGLE POWER TURF AND TRACTOR		224.89	01-438-001-235	Expenditure		3207		
	1	spindle assy			Vehicle Maintenance - Facilities			61	1	
	2	31hp exmark		3,108.23	01-438-001-235	Expenditure		62	1	
	3	34 hp muffler/spacers/washers		234.53	01-438-001-235	Expenditure		63	1	
	1	element air filters b06d/b06d1		20.52	01-438-001-235	Expenditure		153	1	
					Vehicle Maintenance - Facilities					
					3,588.17					
24-00918	07/15/24	EAGLHARD EAGLE HARDWARE		5.04	01-454-001-202	Expenditure		3207		
	1	hardware			Community Day			126	1	
	2	clr mnt tape		6.99	01-438-000-200	Expenditure		127	1	
	3	paint		17.98	01-454-001-200	Expenditure		128	1	
	4	hardware		18.68	01-409-001-250	Expenditure		129	1	
	1	upland-trash bags		9.79	01-454-005-200	Expenditure		132	1	
	2	upland-foam/driveway marker		28.46	01-454-005-200	Expenditure		133	1	
	3	hp-supplies		0.95	01-454-002-200	Expenditure		134	1	
	4	hp-padlock		29.99	01-454-002-200	Expenditure		135	1	
	5	ff-rain gauge		6.99	01-454-003-200	Expenditure		136	1	
					Supplies					

July 11, 2024
12:01 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 6

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref Num	Ref Seq	Acct
PO #		Item Description					Contract			
		EAGLE HARDWARE			Continued					
		6 shop-lith grease			11.98 01-438-000-200 Supplies		Expenditure		137	1
					136.85					
24-00866	07/15/24	EASTB010 EAST BRANDYWINE FIRE COMPANY						3207		
		1 2024 contribution - 50%		10,639.50	01-411-001-005 E. Brandy.		Expenditure		64	1
24-00907	07/15/24	ECRAI010 E.CRAIG KALEMJIAN, ESQ.			855.00 01-404-000-310 Reimbursable Legal Fees		Expenditure		113	1
24-00867	07/15/24	FISHE010 FISHER & SON COMPANY, INC.			115.00 01-454-002-200 Supplies-Hickory		Expenditure		65	1
24-00868	07/15/24	FIZZA010 FIZZANO BROS.			78.00 01-454-001-202 Community Day		Expenditure		66	1
24-00869	07/15/24	FLEXIBEN FLEXIBLE BENEFIT ADMINISTRATOR			56.00 01-410-000-450 Contracted Services		Expenditure		67	1
24-00935	07/15/24	GILMO020 GILMORE & ASSOCIATES, INC			217.50 01-408-000-368 MS4 Expenses		Expenditure		139	1
	2	wertz farm prj 2312021			322.00 01-408-000-313 Non Reimbursable		Expenditure		140	1
	3	monthly services ending 6/30			2,682.85 01-408-000-367 General Planning		Expenditure		141	1
	4	ches springs cross prj 041214t			157.65 01-408-000-310 Reimbursable Engineer		Expenditure		142	1
					3,380.00					
24-00908	07/15/24	GOSHENSI GOSHEN SIGNS						3207		
		1 empc trailer graphics/install		3,275.00	01-415-000-260 Small Tools & Equipment		Expenditure		114	1
24-00872	07/15/24	HELPNOW HELP-NOW,LLC						3207		
	1	twp - monthly guardian service		3,354.63	01-407-000-450 Contracted Services		Expenditure		68	1
	2	twp - service tickets		71.25	01-407-000-450 Contracted Services		Expenditure		69	1
					3,425.88					
24-00909	07/15/24	IRONM010 IRON MOUNTAIN						3207		
		1 storage fees 4/01/24-7/01/24		862.62	01-401-000-450 Contracted Services		Expenditure		115	1

July 11, 2024
12:01 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 7

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Reconciled/void	Ref	Ref Num	Ref Seq	Acct
PO #	Item	Description				Account Type	Contract			
24-00938	07/15/24 1	JOEROSAT JOSEPH ROSATI PLUMBING, INC. hp - repair water main	410.00		01-454-002-450 Contracted Services	Expenditure		3207		148 1
24-00910	07/15/24 1	KEENC010 KEEN COMPRESSED GAS COMPANY cylinder rental	52.20		01-438-000-200 Supplies	Expenditure		3207		116 1
	2	co2 25%/argon 94 u	138.20		01-438-000-200 Supplies	Expenditure		3207		117 1
	3	11# sp er3081 /co2 2.5%	295.00		01-438-000-200 Supplies	Expenditure		3207		118 1
			485.40							
24-00874	07/15/24 1	KENCOR KENCOR, LLC twp - qtrly maintenance	392.46		01-409-003-450 Contracted Services	Expenditure		3207		70 1
24-00875	07/15/24 1	KEYSTCOL KEYSTONE COLLECTIONS GROUP 2024 CRE bills	12,708.61		01-403-000-110 Chester Co Treasurer Expense	Expenditure		3207		71 1
24-00876	07/15/24 1	KIMBALLW KIMBALL MIDWEST terminals/absorbent/misc items	1,566.19		01-438-000-200 Supplies	Expenditure		3207		72 1
24-00944	07/15/24 1	KRUPA010 KRUPANSKY FENCE CO., LLC 8' fence between batting cages	500.00		01-454-002-250 Maintenance & Repairs	Expenditure		3207		152 1
24-00877	07/15/24 1	LEVEN010 LEVENGOOD SEPTIC SERVICE hp - pumped holding tank	301.50		01-454-002-450 Contracted Services	Expenditure		3207		73 1
	2	hp - pumped holding tank	301.50		01-454-002-450 Contracted Services	Expenditure		3207		74 1
			603.00							
24-00879	07/15/24 1	LUDWI060 LUDWIG'S CORNER SUPPLY CO. brass nipple/90A°	11.28		01-438-000-200 Supplies	Expenditure		3207		75 1
	2	peatmoss	22.99		01-454-001-200 Supplies	Expenditure		3207		76 1
	3	125' bungee cord	65.00		01-410-000-200 Supplies	Expenditure		3207		77 1
	4	chain/hook/hinge	69.91		01-438-000-200 Supplies	Expenditure		3207		78 1
			169.18							
24-00880	07/15/24 1	MARKH010 MARK HAGERTY duckling/rockhill application	75.00		01-414-001-301 Court Reporter	Expenditure		3207		79 1

Check #	Check Date	Vendor	Amount Paid Charge Account			Reconciled/Void Ref Num		
PO #	Item	Description	Amount Paid	Charge Account	Account Type	Contract	Ref Seq	Acct
24-00881	1	MARSH020 MARSH CREEK SIGNS no dogs at concerts signs	150.00	01-454-001-201 Park & Rec Special Events	Expenditure		80	1
	2	block party sponsorship signs	384.00	01-454-001-202 Community Day	Expenditure		81	1
			534.00					
24-00948	1	MATRIXDC MATRIX TRUST COMPANY admin - q3 dc plan	4,005.24	01-401-000-160 Non-Uniform Pension	Expenditure		159	1
	2	pd admin - q3 dc plan	650.89	01-410-000-161 Pension Expense - Non Uniform	Expenditure		160	1
	3	codes - q3 dc plan	1,317.59	01-413-000-160 Pension	Expenditure		161	1
	4	public works - q3 dc plan	4,941.10	01-438-000-160 Pension	Expenditure		162	1
	5	facilities - q3 dc plan	1,585.18	01-438-001-160 Pension Expense - Facilities	Expenditure		163	1
			12,500.00					
24-00937	1	NAPA0010 NAPA AUTO PARTS synt grease	52.52	01-438-000-200 Supplies	Expenditure		143	1
	2	battery cables/plug/copper lug	54.41	01-438-001-235 Vehicle Maintenance - Facilities	Expenditure		144	1
	3	valvoline 20w50 (12)	124.15	01-438-001-235 Vehicle Maintenance - Facilities	Expenditure		145	1
	4	terry cloths/mothers/meguires	31.97	01-410-000-235 Vehicle Maintenance	Expenditure		146	1
	5	battery cables (46)	220.56	01-438-000-235 Vehicle Maintenance	Expenditure		147	1
			483.61					
24-00882	1	NEWH0010 NEW HOLLAND AUTO GROUP aa tube fuel	80.25	01-438-000-200 Supplies	Expenditure		82	1
	2	brakes/wheel nut/etc (f3)	429.87	01-438-000-235 Vehicle Maintenance	Expenditure		83	1
	3	aa cone wheel/ab adapter	1,558.50	01-438-000-235 Vehicle Maintenance	Expenditure		84	1
	4	brakes/rotors/lamp asy	1,194.64	01-410-000-235 Vehicle Maintenance	Expenditure		85	1
	5	rotors	87.25	01-410-000-235 Vehicle Maintenance	Expenditure		86	1
	6	twp-rotors/brakes	424.94	01-401-000-235 Vehicle Maintenance	Expenditure		87	1
	7	rotors/brakes	679.25	01-410-000-235 Vehicle Maintenance	Expenditure		88	1
	8	filters (6)	53.10	01-410-000-235 Vehicle Maintenance	Expenditure		89	1
			4,507.80					

July 11, 2024
12:01 PM

Upper Uwchlan Township
Check Register By Check ID

Page No: 9

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref Num	Ref Seq	Acct
PO #	Item	Description								
24-00911	07/15/24 1	NOVUS MAINTENANCE, LLC twp	1,400.00		01-409-003-450 Contracted Services	Expenditure		3207		119 1
	2	upland		1,040.00	01-454-005-450 Contracted Services	Expenditure		120		120 1
	3	pw		320.00	01-409-001-450 Contracted Services	Expenditure		121		121 1
				2,760.00						
24-00883	07/15/24 1	OCCHEALT OCC HEALTH CENTERS OF SWPA dot physical recert - jeff		218.00	01-438-000-450 Contracted Services	Expenditure		3207		90 1
24-00884	07/15/24 1	PICPA010 PICPA 3yr membership - jill		440.00	01-401-000-420 Dues/Subscriptions/Mem	Expenditure		3207		91 1
24-00899	07/15/24 1	PITNEBOW PITNEY BOWES BANK INC postage meter refill	1,000.00		01-401-000-215 Postage	Expenditure		3207		110 1
24-00885	07/15/24 1	ROBLITTL ROBERT E. LITTLE, INC. gators - latch/bulb		33.37	01-438-001-235 Vehicle Maintenance - Facilities	Expenditure		3207		92 1
24-00913	07/15/24 1	SANDRAFR SANDRA FROST jr police academy shirts		812.00	01-410-000-340 Public Relations	Expenditure		3207		122 1
24-00947	07/15/24 1	SCHWAB-1 CHARLES SCHWAB & CO, INC police pension - q3	98,289.50		01-410-000-160 Pension Expense	Expenditure		3207		158 1
24-00946	07/15/24 1	SCHWAB-2 CHARLES SCHWAB & CO, INC admin - q3	10,514.27		01-401-000-160 Non-Uniform Pension	Expenditure		3207		154 1
	2	codes - q3	6,632.98		01-413-000-160 Pension	Expenditure		3207		155 1
	3	pw - q3	4,930.16		01-438-000-160 Pension	Expenditure		3207		156 1
	4	facilities - q3	2,329.84		01-438-001-160 Pension Expense - Facilities	Expenditure		3207		157 1
			24,407.25							
24-00886	07/15/24 1	SEMPERON SEMPERON twp		1,049.67	01-409-003-320 Telephone	Expenditure		3207		93 1
	2	pw		104.74	01-409-001-320 Telephone	Expenditure		3207		94 1
			1,154.41							

July 11, 2024
12:01 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 10

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref Num	Ref Seq	Acct
PO #	Item	Description					Contract			
24-00887	07/15/24 1	SWEETWAT SWEETWATER NATURAL PRODUCTS LL pocket park - 4 yards mulch	112.00	01-454-001-202 Community Day		Expenditure		3207	95	1
	2	twp bldg - 4 yards mulch	112.00	01-454-001-202 Community Day		Expenditure		96	1	
	3	upland - 3 yards mulch	84.00	01-454-005-250 Repairs & Maint		Expenditure		97	1	
	4	pw - 2 yards mulch	56.00	01-409-001-250 Maint & Repair		Expenditure		98	1	
			364.00							
24-00888	07/15/24 1	THEPA020 THE PARTY CENTER stage/dunktank/chairs/tables	2,827.75	01-454-001-202 Community Day		Expenditure		3207	99	1
24-00914	07/15/24 1	THOMREUT THOMSON REUTERS-WEST PAYMENT subscription chg/clear proflex	158.82	01-410-000-450 Contracted Services		Expenditure		3207	123	1
24-00889	07/15/24 1	TMACC010 TMACC annual membership - tony	700.00	01-401-000-420 Dues/Subscriptions/Mem		Expenditure		3207	100	1
24-00891	07/15/24 1	TONYSCHE TONY SCHEIVERT july telephone reimbursement	100.00	01-400-000-320 Telephone		Expenditure		3207	101	1
24-00892	07/15/24 1	TRAISR TRAISR, LLC may services	2,699.25	01-407-000-220 Software		Expenditure		3207	102	1
24-00893	07/15/24 1	TRIAD010 TRIAD TRUCK EQUIPMENT, INC. multi plane swivel/spray nozzle	164.50	01-438-000-200 Supplies		Expenditure		3207	103	1
24-00894	07/15/24 1	ULINE ULINE 40-45 gal trashcan liners	323.18	01-454-001-200 Supplies		Expenditure		3207	104	1
24-00895	07/15/24 1	ULTRABRI ULTRA BRIGHT LIGHTZ LLC fenix dash light	139.99	01-438-000-200 Supplies		Expenditure		3207	105	1
24-00897	07/15/24 1	VERIZ010 VERIZON pw	154.39	01-409-001-320 Telephone		Expenditure		3207	107	1
	2	milford	298.33	01-409-004-320 Telephone		Expenditure		108	1	
			452.72							
24-00896	07/15/24 1	VERIZFIO VERIZON ff	124.99	01-454-003-320 Telephone		Expenditure		3207	106	1

July 11, 2024
12:01 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 11

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Reconciled/Void	Ref Num	Ref	Seq	Acct
PO #		Item Description				Account Type	Contract			
24-00915	07/15/24	VERIZOSP VERIZON - SPECIAL PROJECTS 1 july services	217.14		01-434-000-450 Contracted Services	Expenditure		3207		124 1
24-00898	07/15/24	WIGGISHR WIGGINS SHREDDING 1 monthly service	115.56		01-410-000-450 Contracted Services	Expenditure		3207		109 1
24-00917	07/15/24	YSM YSM 1 hp project - 21uut-02	5,904.00		01-454-002-450 Contracted Services	Expenditure		3207		125 1
Report Totals				<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
		Checks:		75	0	409,335.46	0.00			
		Direct Deposit:		0	0	0.00	0.00			
		Total:		<u>75</u>	<u>0</u>	<u>409,335.46</u>	<u>0.00</u>			

July 11, 2024
01:10 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids:
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
07/01/24		STANDINS STANDARD INSURANCE COMPANY	3,712.80		3200
07/05/24	-WEXBANK	WEX BANK	8,882.86	07/09/24 VOID	3201 (Reason: wrong check date)
07/15/24		LOWES020 LOWES BUSINESS ACCOUNT	741.08		3202
07/23/24		AQUAPA AQUA PA	7,063.39		3203
07/15/24		WEXBANK WEX BANK	8,882.86		3204
07/09/24		BANKAMER BANK OF AMERICA	16,793.56		3206
<hr/>					
Report Totals					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
			Checks: 5	1	37,193.69
			Direct Deposit: 0	0	0.00
			Total: 5	1	37,193.69
					8,882.86
					0.00
					8,882.86

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

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description					Contract	Ref Seq
24-00925	07/01/24	STANDINS STANDARD INSURANCE COMPANY		526.15	01-401-000-156 Employee Benefit Expenses	Expenditure		3200 1 1
	1	admin		2,074.81	01-410-000-156 Employee Benefit Expense	Expenditure		2 1
	2	pd		279.68	01-413-000-156 Employee Benefit Expenses	Expenditure		3 1
	3	codes		681.87	01-438-000-156 Employee Benefit Expense	Expenditure		4 1
	4	pw		150.29	01-438-001-156 Employee Benefit Expense	Expenditure		5 1
	5	facilities			3,712.80 Employee Benefit Expense			
24-00926	07/05/24	WEXBANK WEX BANK			(Void Reason: wrong check date)		07/09/24 VOID	3201 1 1
	1	admin		183.27	01-401-000-230 Gasoline & Oil	Expenditure		2 1
	2	pd		4,432.21	01-410-000-230 Gasoline & Oil	Expenditure		3 1
	3	codes		233.55	01-413-000-230 Gasoline & Oil	Expenditure		4 1
	4	pw		2,575.42	01-438-000-230 Gasoline & Oil	Expenditure		5 1
	5	facilities		1,173.49	01-438-001-230 Gasoline & Oil - Facilities	Expenditure		6 1
	6	ma gasoline expenses			284.92 Expense Reclass			
					8,882.86			
24-00927	07/15/24	LOWES020 LOWES BUSINESS ACCOUNT						3202 1 1
	1	3" pole scraper		34.12	01-438-000-200 Supplies	Expenditure		2 1
	2	parks cleaning supplies		79.61	01-454-001-200 Supplies	Expenditure		3 1
	3	sealed ratched/pole scraper		246.98	01-438-000-200 Supplies	Expenditure		4 1
	4	historic commission box fans		47.48	01-459-000-200 Supplies	Expenditure		5 1
	5	upland planters/flowers		332.89	01-454-005-200 Supplies	Expenditure		
					741.08			
24-00928	07/23/24	AQUAPA AQUA PA						3203 1 1
	1	31 hydrants		882.92	01-411-000-451 Hydrant expenses-Aqua	Expenditure		2 1
	2	217 hydrants		6,180.47	01-411-000-451 Hydrant expenses-Aqua	Expenditure		
					7,063.39			

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref	Ref Num	Seq	Acct
PO #	Item	Description									
24-00929	1	WEXBANK WEX BANK							3204		
	1	admin		183.27	01-401-000-230 Gasoline & oil	Expenditure		1	1		
	2	pd		4,432.21	01-410-000-230 Gasoline & oil	Expenditure		2	1		
	3	codes		233.55	01-413-000-230 Gasoline & oil	Expenditure		3	1		
	4	pw		2,575.42	01-438-000-230 Gasoline & oil	Expenditure		4	1		
	5	facilities		1,173.49	01-438-001-230 Gasoline & oil - Facilities	Expenditure		5	1		
	6	ma gasoline expense		284.92	01-495-000-000 Expense Reclass	Expenditure		6	1		
					8,882.86						
24-00931	1	BANKAMER BANK OF AMERICA							3206		
	1	dji drone-sales tax refund		5.94-	01-410-000-420 Dues/Subscription/Memb	Expenditure		1	1		
	2	amazon-sales tax refund		37.98-	01-410-000-260 Small Tools & Equipment	Expenditure		2	1		
	3	b&h photo-sales tax refund		21.00-	01-410-000-260 Small Tools & Equipment	Expenditure		3	1		
	4	amazon-monitor		129.99	01-410-000-740 Computer/Furniture	Expenditure		4	1		
	5	amazon-wall mount		19.99	01-410-000-740 Computer/Furniture	Expenditure		5	1		
	6	amazon-first responder bag		25.99	01-410-000-260 Small Tools & Equipment	Expenditure		6	1		
	7	challenge coins-jr police acad		894.00	01-410-000-340 Public Relations	Expenditure		7	1		
	8	amazon-power station generator		518.00	01-410-000-740 Computer/Furniture	Expenditure		8	1		
	9	amazon-computer cables		435.58	01-410-000-740 Computer/Furniture	Expenditure		9	1		
	10	aed superstore-outdoor cabinet		697.00	01-454-001-200 Supplies	Expenditure		10	1		
	11	dji drones-dji flighthub		104.94	01-410-000-420 Dues/Subscription/Memb	Expenditure		11	1		
	12	amazon-stamp pad		18.84	01-410-000-260 Small Tools & Equipment	Expenditure		12	1		
	13	b&h photo-waterproof case		370.99	01-410-000-260 Small Tools & Equipment	Expenditure		13	1		
	14	prime membership		14.99	01-410-000-420 Dues/Subscription/Memb	Expenditure		14	1		
	15	visco-jr police academy		62.81	01-410-000-340 Public Relations	Expenditure		15	1		
	16	800-flowers-bereavement		102.80	01-410-000-340 Public Relations	Expenditure		16	1		
	17	shirts-n-more - 7x9 plaque		35.00	01-410-000-340 Public Relations	Expenditure		17	1		
	18	msft		281.30	01-407-000-450 Contracted Services	Expenditure		18	1		

Check #	Check Date	Vendor	Amount Paid Charge Account			Reconciled/Void	Ref	Ref Num
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct		
BANK OF AMERICA		Continued						
19	msft		851.00	01-407-000-450 Contracted Services		Expenditure	19	1
20	adobe		19.99	01-407-000-220 Software		Expenditure	20	1
21	adobe		21.19	01-407-000-220 Software		Expenditure	21	1
22	adobe		254.27	01-407-000-220 Software		Expenditure	22	1
23	chick-fil-a		71.43	01-401-000-200 Supplies		Expenditure	23	1
24	acme		33.59	01-401-000-200 Supplies		Expenditure	24	1
25	crestline-empc block party		1,484.85	01-415-000-200 Supplies		Expenditure	25	1
26	ez pass-pd		210.00	01-410-000-317 Parking & travel		Expenditure	26	1
27	ez pass-admin		52.50	01-401-000-317 Parking/Travel		Expenditure	27	1
28	ez pass-pw		52.50	01-438-000-317 Parking & Travel		Expenditure	28	1
29	society for human resources		264.00	01-401-000-420 Dues/Subscriptions/Mem		Expenditure	29	1
30	county of chester lien subscri		15.70	01-401-000-420 Dues/Subscriptions/Mem		Expenditure	30	1
31	otc brands-glow sticks		298.79	01-454-001-201 Park & Rec Special Events		Expenditure	31	1
32	target-block party		41.62	01-454-001-201 Park & Rec Special Events		Expenditure	32	1
33	amazon-ink cartridge		51.89	01-401-000-200 Supplies		Expenditure	33	1
34	amazon-ink cartridge		284.99	01-401-000-200 Supplies		Expenditure	34	1
35	amazon-park & rec supplies		54.95	01-454-001-202 Community Day		Expenditure	35	1
36	led lighting-13" mini lt bar		118.94	01-438-000-200 Supplies		Expenditure	36	1
37	amazon-caution tape		39.01	01-438-000-200 Supplies		Expenditure	37	1
38	amazon-soccer nets (2)		240.00	01-454-001-200 Supplies		Expenditure	38	1
39	tsc-filter/pump spin collar		857.95	01-438-000-200 Supplies		Expenditure	39	1
40	amazon-soap dispenser		17.89	01-454-001-200 Supplies		Expenditure	40	1
41	amazon-grinding wheels		129.90	01-438-000-200 Supplies		Expenditure	41	1
42	us supply-hp replace toilet(3)		1,433.04	01-454-002-250 Maintenance & Repairs		Expenditure	42	1
43	northern tool hivis rain gear		97.78	01-438-000-238 Uniforms		Expenditure	43	1
44	northern safety-safety glasses		298.92	01-438-000-200 Supplies		Expenditure	44	1

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref	Ref Num
PO #	Item	Description					Contract	Seq	Acct
BANK OF AMERICA		Continued							
45	psu coop-turf school (jeff)		120.00		01-438-000-316 Training/Seminar	Expenditure		45	1
46	2201 sprinklerwhse-4" rotor		227.94		01-454-003-250 Maintenance & Repairs	Expenditure		46	1
47	magerks-iso/verrisk audit		40.25		01-413-000-460 Meeting & Conferences	Expenditure		47	1
48	visco		244.30		01-401-000-200 Supplies	Expenditure		48	1
49	dunkin-chainsaw training		100.46		01-438-000-200 Supplies	Expenditure		49	1
50	acme-lords pantry volunteer		20.12		01-401-000-200 Supplies	Expenditure		50	1
51	acme-lords pantry volunteer		27.54		01-401-000-200 Supplies	Expenditure		51	1
52	dunkin-paving bid		44.23		01-401-000-200 Supplies	Expenditure		52	1
53	acme-paving bid		9.99		01-401-000-200 Supplies	Expenditure		53	1
54	montesano-paving bid		159.00		01-401-000-200 Supplies	Expenditure		54	1
55	chick-fil-a/nat pd holiday		164.90		01-401-000-200 Supplies	Expenditure		55	1
56	in golden eye media reuse bags		1,931.25		01-455-000-450 EAC - Contracted Services	Expenditure		56	1
57	visco-lords pantry volunteer		200.00		01-401-000-200 Supplies	Expenditure		57	1
58	wind creek hotel apmm 2024		207.90		01-400-000-460 Meeting & Conferences	Expenditure		58	1
59	visco-lords pantry volunteer		73.80		01-401-000-200 Supplies	Expenditure		59	1
60	ritas		31.76		01-401-000-200 Supplies	Expenditure		60	1
61	liberty union-pw lunch		159.69		01-455-000-450 EAC - Contracted Services	Expenditure		61	1
62	montesano-empc meeting		44.72		01-415-000-200 Supplies	Expenditure		62	1
63	epicurean-concert #2		52.00		01-401-000-200 Supplies	Expenditure		63	1
64	costco-volunteer supplies		180.48		01-454-001-202 Community Day	Expenditure		64	1
65	costco-6' tables (12)		782.13		01-454-005-200 Supplies	Expenditure		65	1
66	primo		62.11		01-401-000-200 Supplies	Expenditure		66	1
67	imca online- conference		605.00		01-400-000-460 Meeting & Conferences	Expenditure		67	1
68	visco-volunteer meal		360.00		01-454-001-202 Community Day	Expenditure		68	1
				16,793.56					

July 11, 2024
01:10 PM

Upper Uwchlan Township
Check Register By Check ID

Page No: 5

Check #	Check Date	Vendor	PO #	Item Description	Amount Paid	Charge Account	Reconciled/Void	Ref Num	Account Type	Contract	Ref Seq	Acct
Report Totals												
					<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>				
					Checks: 5	1	37,193.69	8,882.86				
					Direct Deposit: 0	0	0.00	0.00				
					Total: 5	1	37,193.69	8,882.86				

July 11, 2024
12:06 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: SOLID WASTE to SOLID WASTE Range of Check Ids:
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
07/15/24	AJBL0010	A. J. BLOSENSKI	18,655.12	3208
07/15/24	BUCKL010	BUCKLEY, BRION, MCGUIRE, MORRI	344.00	3208
07/15/24	CCSWA010	CCSWA	23,571.86	3208
07/15/24	TOTALREC	TOTAL RECYCLE	3,035.25	3208
07/15/24	WMCORP	WM CORPORATE SERVICES, INC	43,818.72	3208

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	5	0	89,424.95	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>5</u>	<u>0</u>	<u>89,424.95</u>	<u>0.00</u>

July 11, 2024
12:06 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: SOLID WASTE to SOLID WASTE Range of Check Ids:
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref	Ref Num	Seq	Acct
PO #		Item Description								
24-00851	07/15/24	AJBL0010 A.J. BLOSENSKI 1 sw - july services	18,655.12	05-427-000-460 Contracted Services - Recycling	Expenditure		3208		1	1
24-00920	07/15/24	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI 1 delinquent trash accounts	344.00	05-427-000-314 Legal Fees	Expenditure		3208		8	1
24-00855	07/15/24	CCSWA010 CCSWA 1 sw - 6/10 - 6/12 2 sw - 6/17 - 6/19 3 sw - 6/24 - 6/27 4 sw - 7/01 - 7/03	5,568.30 7,282.86 5,569.40 5,151.30	05-427-000-700 Tipping Fees 05-427-000-700 Tipping Fees 05-427-000-700 Tipping Fees 05-427-000-700 Tipping Fees	Expenditure Expenditure Expenditure Expenditure		3208		2	1
			23,571.86						3	1
24-00890	07/15/24	TOTALREC TOTAL RECYCLE 1 june services	3,035.25	05-427-000-725 Tipping Fees - Recycling	Expenditure		3208		6	1
24-00916	07/15/24	WMCORP WM CORPORATE SERVICES, INC 1 sw - june services	43,818.72	05-427-000-450 Contracted Services	Expenditure		3208		7	1

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	5	0	89,424.95	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	89,424.95	0.00

July 11, 2024
12:57 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: STORM WATER MGT to STORM WATER MGT Range of Check Ids:
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
07/15/24	HIGHW010	HIGHWAY MATERIALS, INC.	1,087.60		3209
07/15/24	LUDWI010	LUDWIG'S EQUIPMENT, LLC	287.09		3209
07/15/24	LUDWI060	LUDWIG'S CORNER SUPPLY CO.	19.06		3209
Report Totals					
	Checks:	<u>Paid</u> 3	<u>Void</u> 0	<u>Amount Paid</u> 1,393.75	<u>Amount Void</u> 0.00
	Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
	Total:	<u><u>3</u></u>	<u><u>0</u></u>	<u><u>1,393.75</u></u>	<u><u>0.00</u></u>

July 11, 2024
12:56 PM

Upper Uwchlan Township
Check Register By Check ID

Page No: 1

Range of Checking Accts: STORM WATER MGT to STORM WATER MGT Range of Check IDs:
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref	Ref Num	Seq	Acct
PO #		Item Description									
24-00873	07/15/24	HIGHW010 HIGHWAY MATERIALS, INC. collingwood/mcgraw inlet	1,087.60		08-446-000-200 Supplies				3209		
24-00878	07/15/24	LUDWI010 LUDWIG'S EQUIPMENT, LLC filters/spark plug/k760 kit	137.09		08-446-000-260 Small Tools & Equipment				3209		
24-00878	07/15/24	2 18v 2.1 ah li-ion battery	150.00		08-446-000-260 Small Tools & Equipment				3209		
				287.09							
24-00936	07/15/24	LUDWI060 LUDWIG'S CORNER SUPPLY CO. hardware	19.06		08-446-000-200 Supplies				3209		
Report Totals				<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>				
				Checks: 3	0	1,393.75	0.00				
				Direct Deposit: 0	0	0.00	0.00				
				Total: 3	0	1,393.75	0.00				

July 11, 2024
01:05 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: CAPITAL
Report Type: All Checks

to CAPITAL

Range of Check Ids:

Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
07/09/24	NEWHO010	NEW HOLLAND AUTO GROUP	45,877.00	3194
07/15/24	GTMIDATL	GT MID ATLANTIC	50,100.00	3211
07/15/24	PROMAX	PRO MAX FENCE SYSTEMS	19,392.00	3211

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	3	0	115,369.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>3</u>	<u>0</u>	<u>115,369.00</u>	<u>0.00</u>

July 11, 2024
01:04 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: CAPITAL
Report Type: All Checks

to CAPITAL

Range of Check IDs:

Report Format: Detail

Check Type: Computer: Y Manual: Y Dir Deposit: Y

Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref	Ref Seq	Num Acct
PO #	Item	Description					Contract			
07/09/24	NEWH0010	NEW HOLLAND AUTO GROUP								3194
24-00900	1	2024 durango-[REDACTED]	45,877.00		30-410-000-700	Expenditure				1 1
					Capital Purchases - Police					
07/15/24	GTMIDATL GT	MID ATLANTIC								3211
24-00871	1	t-30 trailer [REDACTED]	50,100.00		30-438-000-701	Expenditure				1 1
					Capital Purchases - Equipment					
07/15/24	PROMAX	PRO MAX FENCE SYSTEMS								3211
24-00912	1	install two gate operators	19,392.00		30-409-003-700	Expenditure				2 1
					Capital Purchases - PW Building					

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	3	0	115,369.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>3</u>	<u>0</u>	<u>115,369.00</u>	<u>0.00</u>

July 11, 2024
01:01 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: DEV ESCROW
Report Type: All Checks

to DEV ESCROW

Range of Check Ids:

Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
06/17/24		MCMAH010 BOWMAN CONSULTING GROUP, LTD	1,045.00	06/30/24	3188
07/09/24		ECRAI010 E.CRAIG KALEMJIAN, ESQ.	990.00		3161
07/15/24		ARROC010 ARRO CONSULTING, INC.	2,599.00		3210
07/15/24		BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	328.00		3210
07/15/24		CHRISFRA CHRISTOPHER FRANTZ	967.50		3210
07/15/24		GILMO020 GILMORE & ASSOCIATES, INC	20,529.60		3210
07/15/24		MARKH010 MARK HAGERTY	817.50		3210
<hr/>					
Report Totals					
		checks: <u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
		7	0	27,276.60	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>27,276.60</u>	<u> 0.00 </u>

July 11, 2024
01:01 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: DEV ESCROW to DEV ESCROW Range of Check Ids:
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref	Ref Num	Seq	Acct
PO #	Item	Description									
24-00823	06/17/24	MCMAH010 BOWMAN CONSULTING GROUP, LTD							06/30/24		3188
	1	301 park road/reilly	330.00	248-048	301 PARK ROAD	Project			1	1	
	2	241 park road/planebrook	495.00	248-054	241 PARK ROAD	Project			2	1	
	3	500 pottstown/rockhill	220.00	248-051	ROCKHILL REAL ESTATE ENTERPRIS	Project			3	1	
				1,045.00							
24-00584	07/09/24	ECRAI010 E.CRAIG KALEMJIAN, ESQ.			(Replacement of: DEV ESCROW		750)		3161		
	1	pj reilly - zoning hearing	810.00	248-048	301 PARK ROAD	Project			5	1	
	2	toll bros - zoning hearing	180.00	248-052	100 GREENRIDGE ROAD	Project			6	1	
				990.00							
24-00940	07/15/24	ARROC010 ARRO CONSULTING, INC.							3210		
	1	prosperity 5c 2b	252.00	248-046	Prosperity Byers 5C 2B	Project			19	1	
	2	vantage point	305.40	248-017	Vantage Point at Chester Spr	Project			20	1	
	3	toll bros / fetters	586.80	248-2-035	PMC SEWER PHASE III	Project			21	1	
	4	mckee /fetters	1,454.80	248-035	THE PRESERVE @ MARSH CREEK SEW	Project			22	1	
			2,599.00								
24-00921	07/15/24	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI							3210		
	1	preserve at mc - fetters	322.50	248-1-035	THE PRESERVE @ MARSH CREEK CON	Project			1	1	
	2	241 park rd/planebrook	21.50	248-054	241 PARK ROAD	Project			2	1	
	3	500 pottstown pk/rockhill	1,455.00	248-051	ROCKHILL REAL ESTATE ENTERPRIS	Project			3	1	
	4	byers/prosperity 5c 2b	150.50	248-046	Prosperity Byers 5C 2B	Project			4	1	
	5	260 sierra/dsm	64.50-	248-049	EAGLEVIEW LOT 1A	Project			5	1	
	6	211 byers rd/eagle animal	1,557.00-	248-050	EAGLE ANIMAL HOSPITAL	Project			6	1	
			328.00								
24-00923	07/15/24	CHRISFRA CHRISTOPHER FRANTZ							3210		
	1	preserve at mc	967.50	248-1-035	THE PRESERVE @ MARSH CREEK CON	Project			8	1	
24-00939	07/15/24	GILMO020 GILMORE & ASSOCIATES, INC							3210		
	1	prosperity parcel 5c lot 2b	891.25	248-046	Prosperity Byers 5C 2B	Project			9	1	

July 11, 2024
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Upper Uwchlan Township
Check Register By Check Id

Page No: 2

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Reconciled/Void	Ref	Ref Num	Seq	Acct
PO #		Item Description				Account Type		Contract		
		GILMORE & ASSOCIATES, INC			Continued					
2	241 park rd / planebrook		5,349.50		248-054 241 PARK ROAD	Project		10	1	
3	301 park rd / pj reilly		238.48		248-048 301 PARK ROAD	Project		11	1	
4	500 pottstown pk / rockhill		604.35		248-051 ROCKHILL REAL ESTATE ENTERPRIS	Project		12	1	
5	eagleview lot 1c		560.65		248-025 Eagleview Lot 1c	Project		13	1	
6	vantage point parcel 6c		4,904.58		248-017 Vantage Point at Chester Spr	Project		14	1	
7	enclave 5c lot 2a		248.00		248-1-038 ENCLAVE at CHESTER SPRINGS sit	Project		15	1	
8	preserve @ mc phase 2		1,558.45		248-1-035 THE PRESERVE @ MARSH CREEK CON	Project		16	1	
9	toll bros phase 3		4,827.49		248-3-035 PMC CONSTRUCTION PHASE III	Project		17	1	
10	preserve @ mc		1,346.85		248-1-035 THE PRESERVE @ MARSH CREEK CON	Project		18	1	
					20,529.60					
07/15/24	24-00922	MARKH010 MARK HAGERTY						3210		
	1	500 pottstown/rockhill		817.50	248-051 ROCKHILL REAL ESTATE ENTERPRIS	Project		7	1	
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Project Description	Project No.	Project Total
Vantage Point at Chester Spr	248-017	5,209.98
Eagleview Lot 1C	248-025	560.65
THE PRESERVE @ MARSH CREEK SEW	248-035	1,454.80
Prosperity Byers 5C 2B	248-046	1,293.75
301 PARK ROAD	248-048	1,378.48
EAGLEVIEW LOT 1A	248-049	64.50-
EAGLE ANIMAL HOSPITAL	248-050	1,557.00-
ROCKHILL REAL ESTATE ENTERPRIS	248-051	3,096.85
100 GREENRIDGE ROAD	248-052	180.00
241 PARK ROAD	248-054	5,866.00
THE PRESERVE @ MARSH CREEK CON	248-1-035	4,195.30
ENCLAVE at CHESTER SPRINGS sit	248-1-038	248.00
PMC SEWER PHASE III	248-2-035	586.80
PMC CONSTRUCTION PHASE III	248-3-035	4,827.49
Total of All Projects:		27,276.60

July 11, 2024
01:12 PM

Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: PAYROLL EFTS to PAYROLL EFTS Range of Check Ids:
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
07/15/24	AFLAC010	AFLAC	652.34		3199
Report Totals					
	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
Checks:	1	0	652.34	0.00	
Direct Deposit:	0	0	0.00	0.00	
Total:	<u>1</u>	<u>0</u>	<u>652.34</u>	<u>0.00</u>	

July 11, 2024
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Upper Uwchlan Township
Check Register By Check Id

Page No: 1

Range of Checking Accts: PAYROLL EFTS to PAYROLL EFTS Range of Check Ids:
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	Contract	Reconciled/Void Ref Num	Ref Seq Acct
PO #		Item Description						
24-00924	07/15/24	AFLAC010 AFLAC	652.34	01-221-000-000	Expenditure		3199	
		1 june benefit deduction		Benefit Deduction- Aflac (AFL)			1	1

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	652.34	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>1</u>	<u>0</u>	<u>652.34</u>	<u>0.00</u>



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

TO: BOARD OF SUPERVISORS

FROM: Jill Bukata, Township Treasurer

RE: Status Update

DATE: July 15, 2024

Finance has worked on the following items during the month

- Received and processed 119 trash and 468 sewer payments (6/7/2024 – 7/11/2024)
- Met with representatives of First Resource Bank
- Completed the Annual Comprehensive Financial Report (ACFR) for the year ended 12/31/23
 - Applied for the GFOA Award in Financial Reporting
 - Filed the ACFR on the MSRB website in accordance with its disclosure requirements

Highlights of the June, 2024 financial statements

- The balance sheet remains strong with cash of nearly **\$12.8 million** - of that amount **approximately \$5.8 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 50.0%
 - YTD revenues \$ 5,910,024 62.6%
 - YTD expenses \$ 4,321,507 45.2%
 - YTD net income \$ 1,588,517 (before transfers)
 - YTD transfers out \$ (622,329)
 - **YTD net income (after transfers)** \$ **562,882**
 - Budgeted 2024 net income/(loss) \$ (112,767) (before transfers)
 - Budgeted 2024 net income (after) \$ (562,767) (after transfers)
- YTD EIT revenues as of June 30 are \$30,000 lower than at the end of June, 2023. While EIT revenues YTD are slightly lower than in 2023, the Township remains on target to meet budgeted revenues.

**Upper Uwchlan Township
Treasurer's Report**

**Cash Balances
As of June 30, 2024**

General Fund

Meridian Bank	\$ 4,956,659
Meridian Bank - Payroll	200,866
Meridian Bank - ARPA Funds	420,740
Meridian Bank MMA - restricted	39,743
Meridian Bank-restricted-Meadow Creek	8,081
Fulton Bank	217,153
Fulton Bank - Turf Field	280,340
Petty cash	300
Total General Fund	6,123,882

Certificate of Deposit - 10/2/24 (First Resource)	280,338
Certificate of Deposit - Fulton	263,524
Certificate of Deposit - ARPA	261,845
Certificate of Deposit - Meadow Creek	1,056,404
	1,862,111

Total General Fund \$ 7,985,993

Solid Waste Fund

Meridian Bank - Solid Waste	249,123
Fulton Bank - Solid Waste	851,396
Total Solid Waste Funds	1,100,519

Total Solid Waste Fund 1,100,519

Liquid Fuels Fund

Fulton Bank	1,032,946
Certificate of Deposit -	523,690
	1,556,636
Total Liquid Fuels Fund	1,556,636

Capital Projects Fund

Fulton Bank	256,258
PSDLAF	5,110
Fulton Bank - 2019 Bond Proceeds	-
Fulton Bank - 2019 Bond Proceeds, ICS Sweep	1
	261,368
Total Capital Projects Fund	261,368

Act 209 Impact Fund

Fulton Bank	55,932
Certificate of Deposit - First Resource	1,056,223
	1,112,155
Total Act 209 Impact Fund	1,112,155

Water Resource Protection Fund

Fulton Bank	656,659
	656,659
Total Water Resource Protection Fund	656,659

Sewer Fund

PSDLAF	84
Fulton Bank	110,404
	110,488
Total Sewer Fund	110,488

Total - Upper Uwchlan Township \$ 12,783,818

Municipal Authority \$ 8,615,399

Developer's Escrow Fund \$ 275,876

Upper Uwchlan Township
Schedule of Investments

As of June 30, 2024

	Institution	Amount Invested	Type of Investment	Maturity Date	Interest Rate	Market Value
<i>General Fund</i>						
General Fund	First Resource Bank	250,000.00	Certificate of Deposit	10/2/2024	4.500%	250,000.00
		29,350.07	Interest accrued			29,350.07
	Accrued interest - YTD	988.42				988.42
		<u>280,338.49</u>				<u>280,338.49</u>
General Fund	Fulton Bank	250,000.00	Certificate of Deposit	5/19/2025	4.450%	250,000.00
		7,808.24				7,808.24
	Accrued interest - YTD	5,856.18	Interest accrued			5,856.18
		<u>263,664.42</u>				<u>263,664.42</u>
General Fund - ARPA	Presence Bank	250,000.00	Certificate of Deposit	4/18/2025	5.050%	250,000.00
		5,309.22				5,309.22
	Accrued interest - YTD	5,732.58	Interest accrued			5,732.58
		<u>261,041.80</u>				<u>261,041.80</u>
General Fund - Meadow Creek	First Resource Bank	1,047,633.90	Certificate of Deposit	10/28/2024	4.850%	1,047,633.90
	Accrued interest - YTD	8,769.99	Interest accrued			8,769.99
		<u>1,056,403.89</u>				<u>1,056,403.89</u>
<i>Liquid Fuels Fund</i>						
Liquid Fuels	Presence Bank	500,000.00	Certificate of Deposit	4/18/2025	5.050%	500,000.00
		11,177.64				11,177.64
	Accrued interest - YTD	22,241.10	Interest accrued			22,241.10
		<u>533,418.74</u>				<u>533,418.74</u>
<i>Act 209 Fund</i>						
Act 209	First Resource Bank	1,047,633.90	Certificate of Deposit	10/28/2024	4.750%	1,047,633.90
	Accrued interest - YTD	8,589.16	Interest accrued			8,589.16
		<u>1,056,223.06</u>				<u>1,056,223.06</u>
<i>Sewer Fund - General Obligation Bonds (2014 Bonds)</i>						
Sewer Fund	PSDLAF	83.59	MAX account (MMF)			83.59
	PSDLAF	-	MAX account (MMF)		0.02%	-
		<u>83.59</u>				<u>83.59</u>
<i>Capital Fund</i>						
Capital Fund	PSDLAF	5,109.71	Collateralized CD Pool		0.100%	5,109.71
		<u>5,109.71</u>				<u>5,109.71</u>
	Fulton Bank - 2019	0.55				0.55
		<u>0.55</u>				<u>0.55</u>
	<i>Total Capital Fund</i>	<u>5,110.26</u>				<u>5,110.26</u>

Upper Uwchlan Township
 Accounts Receivable
 As of June 30, 2024

Engineering and Legal Receivables - 01-145-000-200 and 300

Reimbursable CU Fees - 01-145-000-021

	Total Amount Due 6/30/2024	Total Amount Due 5/31/2024	Less than 30 days	31 - 60	61 - 90	Over 90 days	Over 180 days	Total
Alpha Phylte Fitness	827.55	827.55	-	-	-	827.55	-	827.55
Chester Co./Struble	3,405.22	3,405.22	-	-	-	3,405.22	-	3,405.22
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	2,562.30	1,530.00	1,032.30	-	1,530.00	-	-	2,562.30
Natural Lands Trust	24,194.52	24,194.52	-	11,171.94	-	13,022.58	-	24,194.52
Wertz Farm	-	3,070.59	-	-	-	-	-	-
Moser	642.50	642.50	-	-	-	642.50	-	642.50
Charles Speakman	-	-	-	-	-	-	-	-
Balance at June 30, 2024	\$ 36,509.55	\$ 38,547.84		\$ 1,032.30	\$ 11,171.94	\$ 1,530.00	\$ 22,775.31	\$ - \$ 36,509.55

Upper Uwchlan Township
 Accounts Receivable
 As of June 30, 2024

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

	Total Amount 6/30/2024	Total Amount 5/31/2024	Less than 30 days	31 - 60	61 - 90	Over 90 days	Over 180 days	Total
GEYA Soccer	615.00	-	615.00	-	-	-	-	615.00
Next Level Sports	40.00	40.00	-	-	-	40.00	-	40.00
Downingtown Dawgs Lacrosse	220.00	220.00	-	-	-	220.00	-	220.00
LYA LAX	-	-	-	-	-	-	-	-
Freedom LAX	-	-	-	-	-	-	-	-
 Balance at June 30, 2024	 \$ 875.00	 \$ 260.00	 \$ 615.00	 \$ -	 \$ -	 \$ 260.00	 \$ -	 \$ 875.00

Upper Uwchlan Township
 Accounts Receivable
 As of June 30, 2024

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

	Amount 6/30/2024	Amount 5/31/2024	Aging					Total
			Less than 30 days	30 days	60 days	90 days	180 days & over	
Franchise fees	48,000.00	-	48,000.00	-	-	-	-	48,000.00
Diffendal AFLAC	-	-	-	-	-	-	-	-
Balance at June 30, 2024	\$ 48,000.00	\$ -	48,000.00	-	-	-	-	48,000.00

Upper Uwchlan Township
General Fund
Balance Sheet
As of June 30, 2024

ASSETS

Cash

01-100-000-100	General Checking - Fulton Bank	\$ 217,152.79
01-100-000-200	Meridian Bank	4,956,659.53
01-100-000-210	Meridian Bank - Payroll	200,866.33
01-100-000-220	Meridian Bank MMA - restricted	39,742.83
01-100-000-230	Meridian Bank - ARPA	420,739.66
01-100-000-250	Fulton Bank - Turf Field	280,339.57
01-100-000-260	Meridian Bank - Meadow Creek Lane	8,080.94
01-100-000-300	Petty Cash	300.00
	Total Cash	<u>6,123,881.65</u>

Investments

01-120-000-100	Certificate of Deposit - First Resource	280,338.49
01-120-000-110	Certificate of Deposit - Fulton	263,524.38
01-120-000-120	Certificate of Deposit - Meadow Creek	1,056,403.89
01-120-000-130	Certificate of Deposit - ARPA	261,844.88
	Total	<u>1,862,111.64</u>

Accounts Receivable

01-145-000-020	Engineering Fees Receivable	8,154.02
01-145-000-021	Engineering Fees Receivable-CU	617.55
01-145-000-030	Legal Fees Receivable	27,737.98
01-145-000-040	R/E Taxes Receivable	-
01-145-000-050	Hydrant Tax Receivable	-
01-145-000-060	Domestic Relations Receivable	(966.69)
01-145-000-080	Field Fees Receivables	875.00
01-145-000-085	Turf Field Receivables	-
01-145-000-086	EIT Receivable	16,385.30
01-145-000-090	RE Transfer Tax Receivable	76,114.84
01-145-000-095	Misc accounts receivable	48,000.00
01-145-000-096	Traffic Signals Receivable	-
01-145-000-097	Advertising Fees Reimbursable	-
	Total Accounts Receivable	<u>176,918.00</u>

Other Current Assets

01-130-000-001	Due From Municipal Authority	110,022.17
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	12,610.05
01-130-000-007	Due from Water Resource Protection Fund	327,502.37
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>450,134.59</u>

Prepaid Expense

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

Total Assets \$ 8,613,045.88

Upper Uwchlan Township
General Fund
Balance Sheet
As of June 30, 2024

LIABILITIES AND FUND BALANCE

Accounts Payable	Accounts Payable	-
01-200-000-000	Deferred Revenues	877,813.62
01-252-000-001	Total Accounts Payable	877,813.62

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	12,207.80
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	4,200.00
01-219-000-000	LST Tax Withheld	50.00
01-220-000-000	State Unemployment W/H	687.54
01-221-000-000	Benefit Deduction-Aflac	(517.14)
01-221-000-100	Benefit Deduction-Aflac After Tax	392.60
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	-
01-239-000-002	Due to MA Capital Fund	5,850.00
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	21,193.00
01-239-000-006	Due to Solid Waste Fund	1,911.26
01-239-000-007	Due to Water Resource Protection Fund	-
01-239-000-008	Due to Developer's Escrow Fund	-
01-258-000-000	Accrued Expenses	-
	Total Other Current Liabilities	45,975.06

Total Liabilities \$ 923,788.68

EQUITY

01-272-000-000	Opening Balance Equity	812,921.60
01-272-000-001	Retained Earnings	6,313,454.21
	Current Period Net Income (Loss)	562,881.39
	Total Equity	7,689,257.20

Total Fund Balance \$ 7,689,257.20

Total Liabilities & Fund Balance \$ 8,613,045.88

Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended June 30, 2024

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
01-301-000-010	Current Real Estate Taxes	\$ 1,063,601.56	\$ 1,127,000.00	\$ (63,398.44)	94.4%
01-301-000-013	Real Estate Tax Refunds	-	(3,000.00)	3,000.00	0.0%
01-301-000-030	Delinquent Real Estate Taxes	27,117.92	30,000.00	(2,882.08)	90.4%
01-301-000-071	Hydrant Tax	66,914.11	65,000.00	1,914.11	102.9%
01-301-000-072	Delinquent Hydrant Taxes	-	500.00	(500.00)	0.0%
01-310-000-010	Real Estate Transfer Taxes	338,759.86	675,000.00	(336,240.14)	50.2%
01-310-000-020	Earned Income Taxes	2,780,773.78	4,600,000.00	(1,819,226.22)	60.5%
01-310-000-021	EIT commissions paid	(34,114.00)	(62,560.00)	28,446.00	54.5%
01-320-000-010	Building Permits	231,400.57	535,000.00	(303,599.43)	43.3%
01-320-000-011	Building Permits - credit card fees	-	-	-	#DIV/0!
01-320-000-020	Use & Occupancy Permit	6,200.00	12,000.00	(5,800.00)	51.7%
01-320-000-030	Sign Permits	-	100.00	(100.00)	0.0%
01-320-000-040	Contractors Permit	1,425.00	2,000.00	(575.00)	71.3%
01-320-000-050	Refinance Certification Fees	810.00	3,000.00	(2,190.00)	27.0%
01-321-000-080	Cable TV Franchise Fees	94,747.30	192,000.00	(97,252.70)	49.3%
01-331-000-010	Vehicle Codes Violation	42,318.41	75,000.00	(32,681.59)	56.4%
01-331-000-011	Reports/Fingerprints	535.00	2,000.00	(1,465.00)	26.8%
01-331-000-012	Solicitation Permits	170.00	500.00	(330.00)	34.0%
01-331-000-013	Donations for Jr Police Academy	1,300.00	-	1,300.00	#DIV/0!
01-331-000-050	Reimbursable Police Wages	491.12	5,000.00	(4,508.88)	9.8%
01-341-000-001	Interest Earnings	60,547.41	90,000.00	(29,452.59)	67.3%
01-342-000-001	Rental Property Income	12,000.00	24,000.00	(12,000.00)	50.0%
01-354-000-010	County Grants	29,941.22	-	29,941.22	#DIV/0!
01-354-000-020	State Grants	-	-	-	#DIV/0!
01-354-000-030	Police Grants	-	-	-	#DIV/0!
01-355-000-001	PURTA	-	6,500.00	(6,500.00)	0.0%
01-355-000-004	Alcoholic Beverage Tax	600.00	800.00	(200.00)	75.0%
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	-	110,000.00	(110,000.00)	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	1,859.00	6,000.00	(4,141.00)	31.0%
01-361-000-032	Fees from Engineering	3,713.00	40,000.00	(36,287.00)	9.3%
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	110.61	1,000.00	(889.39)	11.1%
01-361-000-036	Legal Services Fees	22,876.83	30,000.00	(7,123.17)	76.3%
01-361-000-038	Sale of Maps & Books	105.00	250.00	(145.00)	42.0%
01-361-000-039	Fire Inspection Fees	50.00	2,000.00	(1,950.00)	2.5%
01-361-000-040	Fees from Engineering - CU	-	5,000.00	(5,000.00)	0.0%
01-361-000-041	Property Inspection Fees	-	8,000.00	(8,000.00)	0.0%
01-361-000-042	Copies	48.16	100.00	(51.84)	48.2%
01-361-000-043	Fees from Traffic Signals Reimbursables	-	500.00	(500.00)	0.0%
01-361-000-044	Fees from Advertising Reimbursables	-	-	-	#DIV/0!
01-367-000-010	Recreation Donations	500.00	-	500.00	#DIV/0!
01-367-000-014	Pavillion Rental	-	500.00	(500.00)	0.0%
01-367-000-020	Tennis Fees	-	-	-	#DIV/0!
01-367-000-021	Field Programs	21,552.50	35,000.00	(13,447.50)	61.6%
01-367-000-025	Turf Field Fees	20,430.00	50,000.00	(29,570.00)	40.9%
01-367-000-030	Community Events Donations	13,200.00	20,000.00	(6,800.00)	66.0%
01-367-000-040	History Book Revenue	120.00	200.00	(80.00)	60.0%
01-367-000-045	Upland Farms Barn Rental Fees	17,840.00	35,000.00	(17,160.00)	51.0%
01-367-000-089	Donations for Park Equipment	-	-	-	#DIV/0!
01-380-000-001	Miscellaneous Revenue	1,287.90	20,000.00	(18,712.10)	6.4%
01-380-000-010	Insurance Reimbursement	13,457.86	10,000.00	3,457.86	134.6%
01-392-000-008	Municipal Authority Reimbursement	165,030.13	275,655.00	(110,624.87)	59.9%

**Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended June 30, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 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	314.65		314.65	#DIV/0!
	Total Revenue	\$ 5,008,134.90	\$ 8,216,045.00	\$ (3,207,910.10)	61.0%
GENERAL GOVERNMENT					
01-400-000-113	Supervisors Wages	\$ 4,875.00	\$ 9,750.00	(4,875.00)	50.0%
01-400-000-150	Payroll Tax Expense	372.96	746.00	(373.04)	50.0%
01-400-000-320	Telephone	945.58	2,000.00	(1,054.42)	47.3%
01-400-000-340	Public Relations	2,520.00	2,000.00	520.00	126.0%
01-400-000-341	Advertising	805.73	7,500.00	(6,694.27)	10.7%
01-400-000-342	Printing	3,759.00	5,000.00	(1,241.00)	75.2%
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	10,698.40	21,397.00	(10,698.60)	50.0%
01-400-000-420	Dues/Subscriptions/Memberships	3,051.89	4,375.00	(1,323.11)	69.8%
01-400-000-460	Meeting & Conferences	6,410.73	6,000.00	410.73	106.8%
01-400-000-461	Bank Fees	7,145.33	15,000.00	(7,854.67)	47.6%
01-400-000-463	Misc expenses	2,660.90	2,000.00	660.90	133.0%
01-400-000-464	Wallace Twp. Tax Agreement	-	6,280.00	(6,280.00)	0.0%
		45,952.52	86,993.00	(41,040.48)	52.8%
EXECUTIVE					
01-401-000-100	Administration Wages	296,980.74	609,137.00	(312,156.26)	48.8%
01-401-000-150	Payroll Tax Expense	23,799.95	46,599.00	(22,799.05)	51.1%
01-401-000-151	PSATS Unemployment Compensation	2,454.41	2,695.00	(240.59)	91.1%
01-401-000-156	Employee Benefit Expense	32,826.94	80,612.00	(47,785.06)	40.7%
01-401-000-157	ACA Fees	-	240.00	(240.00)	0.0%
01-401-000-159	Employer HSA Contribution	11,200.00	11,200.00	-	100.0%
01-401-000-160	Non-Uniform Pension	29,040.94	58,088.00	(29,047.06)	50.0%
01-401-000-165	Employer 457 Match	-	12,000.00	(12,000.00)	0.0%
01-401-000-174	Tuition Reimbursements	693.35	5,000.00	(4,306.65)	13.9%
01-401-000-181	Longevity Pay	4,050.00	7,950.00	(3,900.00)	50.9%
01-401-000-183	Overtime Wages	3,721.96	5,000.00	(1,278.04)	74.4%
01-401-000-200	Supplies	7,861.14	15,000.00	(7,138.86)	52.4%
01-401-000-205	Meals & Meal Allowances	-	200.00	(200.00)	0.0%
01-401-000-215	Postage	2,956.55	4,500.00	(1,543.45)	65.7%
01-401-000-230	Gasoline & Oil	1,106.91	2,200.00	(1,093.09)	50.3%
01-401-000-235	Vehicle Maintenance	383.05	1,000.00	(616.95)	38.3%
01-401-000-252	Repair & Maintenance	-	2,000.00	(2,000.00)	0.0%
01-401-000-316	Training & Seminars	6,090.33	8,000.00	(1,909.67)	76.1%
01-401-000-317	Parking/Travel	79.32	1,200.00	(1,120.68)	6.6%
01-401-000-322	Ipad Expenses	-	600.00	(600.00)	0.0%
01-401-000-352	Insurance - Liability	127.24	255.00	(127.76)	49.9%
01-401-000-353	Insurance-Vehicle	227.60	455.00	(227.40)	50.0%
01-401-000-354	Insurance-Workers Compensation	376.36	753.00	(376.64)	50.0%
01-401-000-420	Dues/Subscriptions/Memberships	3,941.54	6,100.00	(2,158.46)	64.6%
01-401-000-450	Contracted Services	11,597.51	16,000.00	(4,402.49)	72.5%
		439,515.84	896,784.00	(457,268.16)	49.0%
AUDIT					
01-402-000-450	Contracted Services	24,300.00	27,100.00	(2,800.00)	89.7%
		24,300.00	27,100.00	(2,800.00)	89.7%

**Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended June 30, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
TAX COLLECTION					
01-403-000-110	Deputy Treasurer Expense	-	11,000.00	(11,000.00)	0.0%
01-403-000-200	Supplies	-	-	-	#DIV/0!
01-403-000-215	Postage	-	-	-	#DIV/0!
01-403-000-350	Insurance-Bonding	-	-	-	#DIV/0!
01-403-000-450	Contracted Services	-	-	-	#DIV/0!
		-	11,000.00	(11,000.00)	0.0%
LEGAL					
01-404-000-305	Reimbursable Legal Fees - CU	340.50	500.00	(159.50)	68.1%
01-404-000-310	Reimbursable Legal Fees	5,084.50	9,500.00	(4,415.50)	53.5%
01-404-000-311	Non Reimbursable Legal	11,503.50	40,000.00	(28,496.50)	28.8%
01-404-000-450	Contracted Services	-	5,000.00	(5,000.00)	0.0%
		16,928.50	55,000.00	(38,071.50)	30.8%
MUNICIPAL AUTHORITY ADMINISTRATOR					
01-406-000-100	Administrator Wages	45,315.00	86,400.00	(41,085.00)	52.4%
01-406-000-101	Employee Cost Transferred to MA	(46,621.94)	(93,395.00)	46,773.06	49.9%
01-406-000-150	Payroll Tax Expense	921.94	6,610.00	(5,688.06)	13.9%
01-406-000-151	PSATS Unemployment Compensation	385.00	385.00	-	100.0%
		(0.00)	-	(0.00)	#DIV/0!
TECHNOLOGY					
01-407-000-200	Supplies	-	2,000.00	(2,000.00)	0.0%
01-407-000-220	Software	38,996.80	88,748.00	(49,751.20)	43.9%
01-407-000-222	Hardware	1,177.00	12,000.00	(10,823.00)	9.8%
01-407-000-240	Web Page	8,283.12	7,000.00	1,283.12	118.3%
01-407-000-450	Contracted Services	33,813.97	65,000.00	(31,186.03)	52.0%
		82,270.89	174,748.00	(92,477.11)	47.1%
ENGINEERING					
01-408-000-305	Reimbursable Conditional Use	716.40	25,000.00	(24,283.60)	2.9%
01-408-000-310	Reimbursable Engineering	4,604.06	75,000.00	(70,395.94)	6.1%
01-408-000-311	Traffic Engineering	16,056.70	25,000.00	(8,943.30)	64.2%
01-408-000-313	Non Reimbursable Engineering	51,972.21	30,000.00	21,972.21	173.2%
01-408-000-365	Act 209	-	-	-	-
01-408-000-366	Ordinance Update	-	4,500.00	(4,500.00)	0.0%
01-408-000-367	General Planning	13,596.46	10,000.00	3,596.46	136.0%
01-408-000-368	MS4 Expenses	1,116.25	-	1,116.25	#DIV/0!
01-408-000-369	Reimbursable Traffic Signals	-	-	-	#DIV/0!
01-408-000-370	Reimbursable Advertising	-	-	-	#DIV/0!
		88,062.08	169,500.00	(81,437.92)	52.0%
TOWNSHIP PROPERTIES					
<i>Public Works Building</i>					
01-409-001-200	Supplies	1,413.42	2,000.00	(586.58)	70.7%
01-409-001-231	Propane & heating - PW bldg	5,174.72	15,000.00	(9,825.28)	34.5%
01-409-001-250	Maint & Repair	2,894.74	20,500.00	(17,605.26)	14.1%
01-409-001-320	Telephone	1,563.24	4,000.00	(2,436.76)	39.1%
01-409-001-351	Insurance - property	16,386.96	32,774.00	(16,387.04)	50.0%
01-409-001-360	Utilities	4,531.31	10,000.00	(5,468.69)	45.3%
01-409-001-450	Contracted Services	4,461.11	12,000.00	(7,538.89)	37.2%

**Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended June 30, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
<u>Township Building</u>					
01-409-003-101	Employee Cost Allocated	-	-	-	#DIV/0!
01-409-003-200	Supplies	855.89	4,000.00	(3,144.11)	21.4%
01-409-003-231	Propane & Heating Oil	-	5,000.00	(5,000.00)	0.0%
01-409-003-250	Maintenance & Repairs	3,049.82	3,000.00	49.82	101.7%
01-409-003-320	Telephone	6,294.03	7,000.00	(705.97)	89.9%
01-409-003-351	Insurance Property	19,118.12	38,236.00	(19,117.88)	50.0%
01-409-003-360	Utilities	10,884.00	25,000.00	(14,116.00)	43.5%
01-409-003-450	Contracted Services	14,213.77	40,000.00	(25,786.23)	35.5%
<u>Milford Road</u>					
01-409-004-200	Supplies	-	500.00	(500.00)	0.0%
01-409-004-231	Propane	1,020.57	2,000.00	(979.43)	51.0%
01-409-004-250	Maintenance & Repairs	349.09	5,000.00	(4,650.91)	7.0%
01-409-004-320	Telephone	1,790.88	3,000.00	(1,209.12)	59.7%
01-409-004-351	Insurance - property	2,731.16	5,462.00	(2,730.84)	50.0%
01-409-004-360	Utilities	582.33	2,000.00	(1,417.67)	29.1%
01-409-004-450	Contracted Services	-	5,000.00	(5,000.00)	0.0%
		97,315.16	241,472.00	(144,156.84)	40.3%
<u>POLICE EXPENSES</u>					
01-410-000-100	Police Wages	924,136.06	1,925,485.00	(1,001,348.94)	48.0%
01-410-000-110	Police Wages - WC reimbursement	-	-	-	#DIV/0!
01-410-000-150	Payroll Tax Expense	79,634.93	147,300.00	(67,665.07)	54.1%
01-410-000-151	PSATS Unemployment Compensation	6,609.97	7,315.00	(705.03)	90.4%
01-410-000-156	Employee Benefit Expense	212,231.11	390,278.00	(178,046.89)	54.4%
01-410-000-158	Medical Expense Reimbursements	4,113.42	10,000.00	(5,886.58)	41.1%
01-410-000-159	Employer HSA Contribution	52,800.00	49,600.00	3,200.00	106.5%
01-410-000-160	Pension Expense	196,579.00	393,158.00	(196,579.00)	50.0%
01-410-000-161	Pension Expense - Non Uniform	1,302.09	2,605.00	(1,302.91)	50.0%
01-410-000-165	Employer 457 Match	-	36,000.00	(36,000.00)	0.0%
01-410-000-174	Tuition Reimbursement	7,726.00	12,000.00	(4,274.00)	64.4%
01-410-000-181	Longevity Pay	13,200.00	33,300.00	(20,100.00)	39.6%
01-410-000-182	Education incentive	6,000.00	4,250.00	1,750.00	141.2%
01-410-000-183	Overtime - Patrol Functions	17,822.73	45,000.00	(27,177.27)	39.6%
01-410-000-184	Overtime - Shift Coverage	20,748.13	38,000.00	(17,251.87)	54.6%
01-410-000-185	Overtime - Holiday Worked	18,094.62	35,236.00	(17,141.38)	51.4%
01-410-000-187	Courttime Wages	6,068.48	14,000.00	(7,931.52)	43.3%
01-410-000-190	ARPA - COVID Pay	12,975.00	-	12,975.00	#DIV/0!
01-410-000-191	Uniform/Boot Allowances	10,275.00	16,350.00	(6,075.00)	62.8%
01-410-000-200	Supplies	14,025.60	12,000.00	2,025.60	116.9%
01-410-000-215	Postage	10.40	750.00	(739.60)	1.4%
01-410-000-230	Gasoline & Oil	25,665.30	50,000.00	(24,334.70)	51.3%
01-410-000-235	Vehicle Maintenance	11,570.87	20,000.00	(8,429.13)	57.9%
01-410-000-238	Clothing/Uniforms	2,899.96	22,000.00	(19,100.04)	13.2%
01-410-000-250	Maintenance & Repairs	444.23	-	444.23	#DIV/0!
01-410-000-260	Small Tools & Equipment	14,639.39	20,000.00	(5,360.61)	73.2%
01-410-000-311	Non-Reimburseable-Legal	-	-	-	#DIV/0!
01-410-000-316	Training/Seminar	9,066.14	15,000.00	(5,933.86)	60.4%
01-410-000-317	Parking & travel	279.77	1,000.00	(720.23)	28.0%
01-410-000-320	Telephone	2,809.26	7,000.00	(4,190.74)	40.1%
01-410-000-322	Ipad Expense	-	-	-	#DIV/0!
01-410-000-327	Radio Equipment M & R	-	1,000.00	(1,000.00)	0.0%

**Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended June 30, 2024**

GL Account #	Account Description	2024 YTD	2024	Over (Under)	Actual as
		Actual	Budget	Budget	% of Budget
01-410-000-340	Public Relations	4,094.83	10,000.00	(5,905.17)	40.9%
01-410-000-342	Police Accreditation	1,300.00	4,000.00	(2,700.00)	32.5%
01-410-000-352	Insurance - Liability	6,771.00	13,542.00	(6,771.00)	50.0%
01-410-000-353	Insurance - Vehicles	804.00	1,608.00	(804.00)	50.0%
01-410-000-354	Insurance - Workers Compensation	23,711.62	47,423.00	(23,711.38)	50.0%
01-410-000-420	Dues/Subscriptions/Memberships	539.94	1,000.00	(460.06)	54.0%
01-410-000-450	Contracted Services	10,817.74	59,224.00	(48,406.26)	18.3%
01-410-000-740	Computer/Furniture	947.36	8,000.00	(7,052.64)	11.8%
		1,720,713.95	3,453,424.00	(1,732,710.05)	49.8%
FIRE/AMBULANCE					
01-411-000-354	Insurance - Workers Compensation	-	11,100.00	(11,100.00)	0.0%
01-411-000-420	Dues/Subscriptions/Memberships	-	-	-	#DIV/0!
01-411-000-450	Contracted Services	-	-	-	#DIV/0!
01-411-000-451	Hydrant expenses-Aqua	35,316.95	70,000.00	(34,683.05)	50.5%
01-411-001-001	Ludwigs	49,598.00	99,196.00	(49,598.00)	50.0%
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	10,639.50	46,279.00	(35,639.50)	23.0%
01-411-001-006	Reimbursement - Uwchlan Township	-	2,300.00	(2,300.00)	0.0%
01-411-001-007	Reimbursement - East Brandywine Twp.	-	200.00	(200.00)	0.0%
01-411-002-530	Contributions-Fire Relief	-	110,000.00	(110,000.00)	0.0%
		150,951.95	449,870.00	(298,918.05)	33.6%
AMBULANCE					
01-412-000-540	Uwchlan Ambulance	29,000.00	58,000.00	(29,000.00)	50.0%
01-412-000-544	Uwchlan Ambulance - Capital	-	-	-	#DIV/0!
		29,000.00	58,000.00	(29,000.00)	50.0%
CODES ADMINISTRATION					
01-413-000-100	Code Adminstrator Wages	134,956.49	278,777.00	(143,820.51)	48.4%
01-413-000-150	Payroll Tax Expenses	10,878.51	21,326.00	(10,447.49)	51.0%
01-413-000-151	PSATS Unemployment Compensation	1,173.56	1,540.00	(366.44)	76.2%
01-413-000-156	Employee Benefit Expense	24,394.38	49,641.00	(25,246.62)	49.1%
01-413-000-159	Employer HSA Contribution	8,000.00	8,000.00	-	100.0%
01-413-000-160	Pension	15,901.77	31,805.00	(15,903.23)	50.0%
01-413-000-165	Employer 457 Match	-	6,000.00	(6,000.00)	0.0%
01-413-000-181	Longevity Pay	2,850.00	5,700.00	(2,850.00)	50.0%
01-413-000-183	Overtime	-	2,000.00	(2,000.00)	0.0%
01-413-000-200	Supplies	314.11	2,000.00	(1,685.89)	15.7%
01-413-000-230	Gasoline & Oil	1,679.73	3,400.00	(1,720.27)	49.4%
01-413-000-235	Vehicle Maintenance	203.23	1,500.00	(1,296.77)	13.5%
01-413-000-316	Training/Seminar	503.00	3,000.00	(2,497.00)	16.8%
01-413-000-317	Parking/Travel	91.92	250.00	(158.08)	36.8%
01-413-000-320	Telephone	345.58	3,000.00	(2,654.42)	11.5%
01-413-000-322	Ipad Expense	-	-	-	#DIV/0!
01-413-000-352	Insurance - Liability	127.26	255.00	(127.74)	49.9%
01-413-000-353	Insurance - Vehicle	227.60	455.00	(227.40)	50.0%
01-413-000-354	Insurance - Workers Compensation	376.38	753.00	(376.62)	50.0%
01-413-000-420	Dues/Subscriptions/Memberships	946.24	1,500.00	(553.76)	63.1%
01-413-000-450	Contracted Services	-	5,600.00	(5,600.00)	0.0%
01-413-000-460	Meetings & Conferences	-	1,000.00	(1,000.00)	0.0%
		202,969.76	427,502.00	(224,532.24)	47.5%

**Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended June 30, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
PLANNING & ZONING					
01-414-001-116	Compensation	-	-	-	#DIV/0!
01-414-001-200	Supplies	427.70	500.00	(72.30)	85.5%
01-414-001-301	Court Reporter	705.00	1,500.00	(795.00)	47.0%
01-414-001-315	Legal Fees	-	3,000.00	(3,000.00)	0.0%
01-414-001-365	Comp Plan Update	12,884.62	25,000.00	(12,115.38)	51.5%
01-414-001-366	Ordinance Update	-	20,000.00	(20,000.00)	0.0%
01-414-001-367	General Planning	-	3,000.00	(3,000.00)	0.0%
01-414-001-368	Advertising	1,444.64	500.00	944.64	288.9%
01-414-001-451	ACT 209	-	-	-	#DIV/0!
		15,461.96	53,500.00	(38,038.04)	28.9%
VILLAGE CONCEPT					
01-414-002-367	General Planning	9,938.56	1,000.00	8,938.56	993.9%
		9,938.56	1,000.00	8,938.56	993.9%
ZONING					
01-414-003-100	Compensation	-	800.00	(800.00)	0.0%
01-414-003-301	Court Reporter	357.00	2,000.00	(1,643.00)	17.9%
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%
		357.00	9,800.00	(9,443.00)	3.6%
EMERGENCY OPERATIONS					
01-415-000-200	Supplies	299.82	3,100.00	(2,800.18)	9.7%
01-415-000-260	Small Tools & Equipment	286.34	12,500.00	(12,213.66)	2.3%
01-415-000-316	Training/Seminar	-	1,250.00	(1,250.00)	0.0%
01-415-000-317	Parking/Travel	44.54	500.00	(455.46)	8.9%
01-415-000-320	Telephone	-	250.00	(250.00)	0.0%
01-415-000-330	Other Services/Charges	-	350.00	(350.00)	0.0%
01-415-000-420	Dues/subscriptions/memberships	-	250.00	(250.00)	0.0%
01-415-000-450	Contracted Services	-	500.00	(500.00)	0.0%
01-415-000-740	Computer/Office Equipment	-	250.00	(250.00)	0.0%
		630.70	18,950.00	(18,319.30)	3.3%
ANIMAL CONTROL/OTHER					
01-422-000-530	Contributions - SPCA	7,200.00	9,200.00	(2,000.00)	78.3%
01-422-000-601	Contributions - DARC	24,189.00	25,398.00	(1,209.00)	95.2%
01-422-000-603	Downington Senior Center	-	2,000.00	(2,000.00)	0.0%
01-422-000-605	Natural Lands Trust	-	-	-	-
		31,389.00	36,598.00	(5,209.00)	85.8%
SIGNS					
01-433-000-200	Supplies	2,304.18	8,000.00	(5,695.82)	28.8%
01-433-000-450	Contracted Services	-	1,000.00	(1,000.00)	0.0%
		2,304.18	9,000.00	(6,695.82)	25.6%
SIGNALS					
01-434-000-450	Contracted Services	3,779.92	35,200.00	(31,420.08)	10.7%
		3,779.92	35,200.00	(31,420.08)	10.7%
PUBLIC WORKS					
01-438-000-100	Public Works Wages	256,203.85	528,236.00	(272,032.15)	48.5%
01-438-000-101	Employee Cost Allocated	(12,610.05)	(23,228.00)	10,617.95	54.3%
01-438-000-150	Payroll Tax Expense	22,093.83	40,410.00	(18,316.17)	54.7%

**Upper Uwchlan Township
General Fund**
Statement of Revenues and Expenditures
For the Period Ended June 30, 2024

GL Account #	Account Description	2024 YTD	2024	Over (Under)	Actual as
		Actual	Budget	Budget	% of Budget
01-438-000-151	PSATS Unemployment Compensation	3,349.75	3,080.00	269.75	108.8%
01-438-000-156	Employee Benefit Expense	90,024.64	157,196.00	(67,171.36)	57.3%
01-438-000-159	Employer HSA Contribution	20,800.00	17,600.00	3,200.00	118.2%
01-438-000-160	Pension	19,738.91	39,471.00	(19,732.09)	50.0%
01-438-000-165	Employer 457 Match	-	14,000.00	(14,000.00)	0.0%
01-438-000-181	Longevity	5,850.00	6,750.00	(900.00)	86.7%
01-438-000-183	Overtime Wages	13,657.03	26,000.00	(12,342.97)	52.5%
01-438-000-200	Supplies	6,436.87	40,000.00	(33,563.13)	16.1%
01-438-000-205	Meals & Meal Allowances	93.07	600.00	(506.93)	15.5%
01-438-000-230	Gasoline & Oil	19,374.38	45,000.00	(25,625.62)	43.1%
01-438-000-235	Vehicle Maintenance	21,665.21	22,000.00	(334.79)	98.5%
01-438-000-238	Uniforms	5,311.47	6,000.00	(688.53)	88.5%
01-438-000-245	Highway Supplies	7,482.66	35,000.00	(27,517.34)	21.4%
01-438-000-260	Small Tools & Equipment	11,827.58	16,000.00	(4,172.42)	73.9%
01-438-000-316	Training/Seminar	2,616.87	7,500.00	(4,883.13)	34.9%
01-438-000-317	Parking & travel	185.87	800.00	(614.13)	23.2%
01-438-000-320	Telephone	630.36	4,300.00	(3,669.64)	14.7%
01-438-000-322	Ipad Expense	599.09	1,200.00	(600.91)	49.9%
01-438-000-341	Advertising	-	-	-	#DIV/0!
01-438-000-342	Accreditation	400.00	5,000.00	(4,600.00)	8.0%
01-438-000-352	Insurance - Liability	728.00	1,456.00	(728.00)	50.0%
01-438-000-353	Vehicle Insurance	910.40	1,821.00	(910.60)	50.0%
01-438-000-354	Insurance - Workers Compensation	6,774.76	13,550.00	(6,775.24)	50.0%
01-438-000-420	Dues and Subscriptions	590.88	400.00	190.88	147.7%
01-438-000-450	Contracted Services	1,426.00	98,600.00	(97,174.00)	1.4%
01-438-000-463	Miscellaneous	-	-	-	#DIV/0!
01-438-000-720	Road Resurfacing	-	-	-	#DIV/0!
		506,161.43	1,108,742.00	(602,580.57)	45.7%

Public Works - Facilities Division

01-438-001-100	Wages	115,932.74	256,815.00	(140,882.26)	45.1%
01-438-001-101	Employee Costs Allocated	(115,944.05)	(233,204.00)	117,259.95	49.7%
01-438-001-150	Payroll Tax Expense	10,235.84	19,646.00	(9,410.16)	52.1%
01-438-001-151	PSATS Unemployment Compensation	1,459.76	2,830.00	(1,370.24)	51.6%
01-438-001-156	Employee Benefit Expense	14,712.87	44,429.00	(29,716.13)	33.1%
01-438-001-159	Employer HSA Contribution	8,000.00	8,000.00	-	100.0%
01-438-001-160	Pension Expense	7,830.79	15,663.00	(7,832.21)	50.0%
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	3,750.00	3,450.00	300.00	108.7%
01-438-001-183	Overtime Wages	8,265.49	8,000.00	265.49	103.3%
01-438-001-200	Supplies	690.37	2,500.00	(1,809.63)	27.6%
01-438-001-230	Gasoline & Oil	5,716.48	18,000.00	(12,283.52)	31.8%
01-438-001-235	Vehicle Maintenance	7,818.58	8,500.00	(681.42)	92.0%
01-438-001-238	Uniforms	168.27	1,500.00	(1,331.73)	11.2%
01-438-001-260	Small Tools & Equipment	207.46	500.00	(292.54)	41.5%
01-438-001-316	Training & Seminars	-	1,600.00	(1,600.00)	0.0%
01-438-001-352	Insurance - Liability	728.00	1,456.00	(728.00)	50.0%
01-438-001-353	Insurance - Vehicles	910.40	1,821.00	(910.60)	50.0%
01-438-001-354	Insurance - Workers Compensation	4,516.50	9,033.00	(4,516.50)	50.0%
01-438-001-450	Contracted Services	240.00	-	240.00	#DIV/0!
		75,239.50	176,539.00	(101,299.50)	42.6%

ROAD CONSTRUCTION

01-439-000-752	East West Link	-	-	-	#DIV/0!
		-	-	-	#DIV/0!

**Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended June 30, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
PARK & RECREATION					
<i>Parks - General</i>					
01-454-000-150	Scholarships for Youth Groups	-	-	-	#DIV/0!
01-454-001-101	Park wages allocation	115,944.05	233,204.00	(117,259.95)	49.7%
01-454-001-200	Supplies	13,627.88	18,000.00	(4,372.12)	75.7%
01-454-001-201	Park & Rec Special Events	4,755.63	21,000.00	(16,244.37)	22.6%
01-454-001-202	Community Day	26,002.24	30,000.00	(3,997.76)	86.7%
01-454-001-230	Gasoline & Oil	-	-	-	#DIV/0!
01-454-001-235	Vehicle Maintenance	224.35	4,000.00	(3,775.65)	5.6%
01-454-001-250	Maintenance & Repairs	-	1,000.00	(1,000.00)	0.0%
01-454-001-260	Small Tools & Equipment	5,973.41	6,500.00	(526.59)	91.9%
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	1,881.88	3,764.00	(1,882.12)	50.0%
01-454-001-420	Dues/Subscriptions/Memberships	35.00	300.00	(265.00)	11.7%
01-454-001-427	Waste Disposal	-	1,500.00	(1,500.00)	0.0%
01-454-001-450	Contracted Services	230.00	-	230.00	#DIV/0!
		168,674.44	320,268.00	(151,593.56)	52.7%
 HICKORY PARK					
01-454-002-200	Supplies-Hickory	4,142.85	6,000.00	(1,857.15)	69.0%
01-454-002-231	Propane	218.96	3,000.00	(2,781.04)	7.3%
01-454-002-250	Maintenance & Repairs	3,087.56	8,000.00	(4,912.44)	38.6%
01-454-002-351	Insurance-Property	5,462.32	10,925.00	(5,462.68)	50.0%
01-454-002-360	Utilities	1,726.70	5,000.00	(3,273.30)	34.5%
01-454-002-450	Contracted Services	24,836.61	38,000.00	(13,163.39)	65.4%
		39,475.00	70,925.00	(31,450.00)	55.7%
 FELLOWSHIP FIELDS					
01-454-003-200	Supplies	64.00	3,000.00	(2,936.00)	2.1%
01-454-003-250	Maintenance & Repairs	9,325.57	10,000.00	(674.43)	93.3%
01-454-003-312	Engineering Fees	-	-	-	#DIV/0!
01-454-003-320	Telephone	749.94	2,500.00	(1,750.06)	30.0%
01-454-003-351	Insurance Property	5,462.32	10,925.00	(5,462.68)	50.0%
01-454-003-360	Utilities	2,439.51	12,000.00	(9,560.49)	20.3%
01-454-003-450	Contracted Services	3,666.75	20,000.00	(16,333.25)	18.3%
		21,708.09	58,425.00	(36,716.91)	37.2%
 LARKINS FIELD					
01-454-004-200	Supplies-Larkins	-	500.00	(500.00)	0.0%
01-454-004-250	Maintenance & Repair	112.00	500.00	(388.00)	22.4%
01-454-004-312	Engineering Fee-Larkins	-	-	-	#DIV/0!
01-454-004-450	Contracted Services	-	3,000.00	(3,000.00)	0.0%
		112.00	4,000.00	(3,888.00)	2.8%

**Upper Uwchlan Township
General Fund
Statement of Revenues and Expenditures
For the Period Ended June 30, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
UPLAND FARMS					
01-454-005-200	Supplies	4,089.62	7,500.00	(3,410.38)	54.5%
01-454-005-231	Propane & Heating Oil	2,206.29	5,000.00	(2,793.71)	44.1%
01-454-005-250	Repairs & Maintenance	6,409.62	30,000.00	(23,590.38)	21.4%
01-454-005-351	Insurance - Building	5,462.32	10,925.00	(5,462.68)	50.0%
01-454-005-360	Utilities	16,244.65	15,000.00	1,244.65	108.3%
01-454-005-450	Contracted Services	11,173.76	20,000.00	(8,826.24)	55.9%
01-454-005-513	Engineering Fees	-	-	-	#DIV/0!
		45,586.26	88,425.00	(42,838.74)	51.6%
	Total Parks and Recreation	275,555.79	542,043.00	(266,487.21)	50.8%
LIBRARY and EAC					
01-455-000-450	EAC Contracted Services	2,751.50	10,000.00	(7,248.50)	27.5%
01-456-000-530	Library Contributions	-	5,000.00	(5,000.00)	0.0%
		2,751.50	15,000.00	(12,248.50)	18.3%
HISTORICAL COMMISSIONS					
01-459-000-200	Supplies	1,223.95	2,500.00	(1,276.05)	49.0%
01-459-000-320	Telephone	-	1,000.00	(1,000.00)	0.0%
01-459-000-450	Contracted Services	150.00	1,500.00	(1,350.00)	10.0%
		1,373.95	5,000.00	(3,626.05)	27.5%
	Total Expenditures Before Operating Transfers	3,822,924.14	8,062,765.00	(4,239,840.86)	47.4%
	Excess of Revenues over Expenses Before Operating Transfers	1,185,210.76	153,280.00	1,031,930.76	773.2%
OPERATING TRANSFERS					
01-492-000-030	Transfer from Turf Field Cash account	-	-	-	#DIV/0!
01-492-000-031	Transfer to Capital Projects Fund	450,000.00	450,000.00	-	100.0%
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	172,329.37	-	172,329.37	#DIV/0!
		622,329.37	450,000.00	172,329.37	138.3%
	Total Expenditures after Operating Transfers	4,445,253.51	8,512,765.00	(4,067,511.49)	52.2%
	EXCESS OF REVENUES OVER EXPENSES	\$ 562,881.39	\$ (296,720.00)	\$ 859,601.39	-189.7%

Upper Uwchlan Township
Liquid Fuels Fund
Balance Sheet
As of June 30, 2024

ASSETS

Cash		
04-100-000-000	Cash - Fulton Bank	\$ 1,032,945.94
	Total Cash	<hr/> 1,032,945.94
Investments		
04-120-000-100	Certificate of Deposit - Presence Bank	523,689.75
	Total Certificates of Deposit	<hr/> 523,689.75
Other Current Assets		
04-130-000-001	Due from General Fund	-
04-130-000-002	Due from Capital Fund	-
	Other Assets	<hr/> -
	Total Other Current Assets	-
	Total Assets	\$ 1,556,635.69

LIABILITIES AND FUND BALANCE

Accounts Payable		
04-200-000-000	Accounts Payable	-
04-258-000-000	Accrued Expenses	<hr/> -
	Total Accounts Payable	-
Other Current Liabilities		
	Other Liabilities	
04-230-000-010	Due To General Fund	-
04-252-000-000	Deferred Revenues	<hr/> -
	Total Other Current Liabilities	-
	Total Liabilities	-

Equity		
04-272-000-001	Opening Balance Equity	192,790.66
04-272-000-002	Retained Earnings	1,017,302.35
04-272-000-003	Transfer from Other Funds	-
	Unrestricted Net Assets	-
	Current Period Net Income (Loss)	<hr/> 346,542.68
	Total Equity	1,556,635.69
	Total Fund Balance	\$ 1,556,635.69

	Total Liabilities & Fund Balance	\$ 1,556,635.69
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Upper Uwchlan Township
Liquid Fuels Fund
Statement of Revenues and Expenditures
For the Period Ending June 30, 2024

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
04-341-000-000	Interest Earnings	\$ 26,393.11	\$ 7,000.00	19,393.11	377%
04-355-000-002	Motor Fuel Vehicle Taxes	396,257.05	394,802.00	1,455.05	100%
04-389-000-001	Winter Snow Agreement	795.00	600.00	195.00	133%
04-389-000-002	Turnback Maintenance	14,520.00	14,520.00	-	100%
	Total Revenues	\$ 437,965.16	\$ 416,922.00	\$ 21,043.16	710%
EXPENDITURES					
Equipment					
04-400-000-074	Equipment Purchases	-	-	-	#DIV/0!
	Total Equipment	-	-	-	#DIV/0!
Snow					
04-432-000-239	Snow & Ice Supplies	88,848.09	75,000.00	13,848.09	118%
04-432-000-250	Vehicle Maintenance & Repair	2,394.39	4,000.00	(1,605.61)	60%
04-432-000-450	Snow & Ice Contracted Services	180.00	24,000.00	(23,820.00)	1%
	Total Snow	91,422.48	103,000.00	(11,577.52)	179%
Road Projects					
04-438-000-239	Road Project Supplies	-	31,000.00	(31,000.00)	0%
04-438-000-450	Road Project Contracted Services	-	-	-	#DIV/0!
	Total Road Projects	-	31,000.00	(31,000.00)	#DIV/0!
Highway Construction					
04-439-001-250	Resurfacing	-	549,333.00	(549,333.00)	0%
04-439-002-250	Base Repairs - Pa. Drive	-	6,000.00	(6,000.00)	0%
	Total Highway Construction	-	555,333.00	(555,333.00)	-
	Total Expenditures	\$ 91,422.48	\$ 689,333.00	\$ (597,910.52)	13%
	Excess of Revenues over Expenditures	\$ 346,542.68	\$ (272,411.00)	\$ 618,953.68	-127%

**Upper Uwchlan Township
Solid Waste Fund
Balance Sheet
As of June 30, 2024**

ASSETS

Cash		
05-100-000-010	Meridian Bank	\$ 249,123.12
05-100-000-030	Cash - Fulton Bank	<u>851,396.40</u>
	Total Cash	1,100,519.52
Accounts Receivable		
05-130-000-045	WIPP Receivable from MA	29,447.34
05-145-000-010	Solid Waste Receivable	97,528.03
05-145-000-095	Misc. Receivable	<u>-</u>
		126,975.37
Other Current Assets		
05-130-000-010	Due from General Fund	1,911.26
05-130-000-020	Due from Capital Fund	<u>-</u>
05-130-000-050	Due from Municipal Authority	<u>-</u>
05-155-000-010	Prepaid Attorney Fees	<u>-</u>
	Other Assets	<u>-</u>
	Total Other Current Assets	1,911.26
Total Assets	\$ 1,229,406.15	

LIABILITIES AND FUND BALANCE

Accounts Payable		
05-200-000-020	Accounts Payable	<u>-</u>
05-258-000-000	Accrued Expenses	<u>-</u>
	Total Accounts Payable	<u>-</u>
Other Current Liabilities		
05-239-000-010	Due To General Fund	12,610.05
05-239-000-020	Due To Capital Fund	<u>-</u>
05-239-000-030	Due to Liquid Fuels Fund	<u>-</u>
05-239-000-040	Due to Act 209 Fund	<u>-</u>
05-239-000-050	Due to Municipal Authority	188.10
05-239-000-055	Due to Water Resource Protection Fund	<u>-</u>
05-252-000-010	Deferred Revenues	<u>90,318.41</u>
	Total Other Current Liabilities	103,116.56
Total Liabilities	103,116.56	
Equity		
05-272-000-001	Opening Balance Equity	984,603.98
05-272-000-004	Unrestricted Net Assets	(261,620.18)
	Current Period Net Income (Loss)	<u>403,305.79</u>
	Total Equity	1,126,289.59
Total Fund Balance	\$ 1,126,289.59	
Total Liabilities & Fund Balance	\$ 1,229,406.15	

**Upper Uwchlan Township
Solid Waste Fund
Statement of Revenues and Expenditures
For the Period Ending June 30, 2024**

GL Account #	Account Description	AMENDED		Over (Under) Budget	Actual as % of Budget
		2024 YTD Actual	2024 Budget		
REVENUES					
05-341-000-000	Interest Earnings	\$ 12,582.88	\$ 25,000.00	(12,417.12)	50%
05-364-000-010	Solid Waste Income	862,825.50	1,171,800.00	(308,974.50)	74%
05-364-000-015	Resident Refunds	(938.70)	(2,000.00)	1,061.30	47%
05-364-000-020	Recycling Income	-	5,000.00	(5,000.00)	0%
05-364-000-025	Hazardous Waste Event	1,911.26	2,000.00	(88.74)	96%
05-364-000-030	Leaf Bags Sold	65.00	500.00	(435.00)	13%
05-364-000-035	Scrap Metal Sold	-	500.00	(500.00)	0%
	Equipment Purchase Grant (Pa.)	-	-	-	#DIV/0!
05-364-000-040	Performance Grant	25,442.71	25,000.00	442.71	102%
05-380-000-000	Misc Income	-	-	-	#DIV/0!
Total Revenues		\$ 901,888.65	\$ 1,227,800.00	\$ (325,911.35)	#DIV/0!
EXPENDITURES					
Operations					
05-427-000-101	Employee Cost Allocation	12,610.05	23,228.00	(10,617.95)	54%
05-427-000-150	Bank Fees	145.00	200.00	(55.00)	73%
05-427-000-200	Supplies	74.55	2,000.00	(1,925.45)	4%
05-427-000-210	Utility Billing Expenses	2,546.68	5,000.00	(2,453.32)	51%
05-427-000-220	Postage	1,825.80	2,300.00	(474.20)	79%
05-427-000-230	Toters	-	36,069.00	(36,069.00)	0%
05-427-000-314	Legal Fees	6,235.00	10,000.00	(3,765.00)	62%
05-427-000-316	Training & Seminars	-	500.00	(500.00)	0%
05-427-000-420	Dues/Subscriptions/Memberships	-	200.00	(200.00)	0%
05-427-000-450	Contracted Services - Solid Waste	217,949.36	575,250.00	(357,300.64)	38%
05-427-000-460	Contracted Services - Recycling	110,989.09	260,063.00	(149,073.91)	43%
05-427-000-700	Tipping Fees	128,033.68	317,550.00	(189,516.32)	40%
05-427-000-725	Tipping Fees - Recycling	18,173.65	67,500.00	(49,326.35)	27%
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%
05-427-000-810	Hazardous Waste Event	-	2,000.00	(2,000.00)	0%
Total Operations		498,582.86	1,316,860.00	(818,277.14)	38%
Operating Transfers					
05-492-000-030	Transfer to Capital Fund	-	50,000.00	(50,000.00)	0%
	Transfer to General Fund	-	-	-	#DIV/0!
Total Operating Transfers		-	50,000.00	(50,000.00)	#DIV/0!
Total Expenditures		\$ 498,582.86	\$ 1,366,860.00	\$ (868,277.14)	36%
Excess of Revenues over Expenditures					
		\$ 403,305.79	\$ (139,060.00)	\$ 542,365.79	-290%

**Upper Uwchlan Township
Water Resource Protection Fund
Balance Sheet
As of June 30, 2024**

ASSETS

Cash		
08-100-000-100	Cash - Fulton Bank	<u>656,659.27</u>
	Total Cash	<u>656,659.27</u>
Other Current Assets		
08-130-000-010	Due from General Fund	-
08-130-000-020	Due from Municipal Authority	-
08-130-000-030	Due from Solid Waste Fund	-
08-145-000-095	Misc. Receivable	<u>-</u>
	Total Other Current Assets	<u>-</u>
Total Assets	\$	656,659.27

LIABILITIES AND FUND BALANCE

Accounts Payable		
08-200-000-000	Accounts Payable	-
08-258-000-000	Accrued Expenses	<u>-</u>
	Total Accounts Payable	<u>-</u>
Other Current Liabilities		
08-230-000-010	Due To General Fund	327,502.37
08-230-000-020	Due to Municipal Authority	-
08-230-000-030	Due to Capital Fund	-
	Deferred Revenues	<u>-</u>
	Total Other Current Liabilities	<u>327,502.37</u>
Total Liabilities	\$	327,502.37
Equity		
08-272-000-100	Unrestricted Net Assets	677,739.14
08-272-000-200	Restricted Net Assets	-
	Current Period Net Income (Loss)	<u>(348,582.24)</u>
	Total Equity	<u>329,156.90</u>
Total Fund Balance	\$	329,156.90
Total Liabilities & Fund Balance	\$	656,659.27

**Upper Uwchlan Township
Water Resource Protection Fund
Statement of Revenues and Expenditures
For the Period Ending June 30, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
08-341-000-010	Interest Earnings	\$ 11,013.84	\$ 12,500.00	(1,486.16)	88%
08-351-000-010	Federal Grants	-	-	-	#DIV/0!
08-354-000-010	County Grants	-	-	-	#DIV/0!
08-354-000-020	State Grants	-	275,000.00	(275,000.00)	0%
08-361-000-100	Water Resource Protection Fees	-	186,000.00	(186,000.00)	0%
08-392-000-010	Transfer from the General Fund	172,329.37	-	172,329.37	#DIV/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!
Total Revenues		\$ 183,343.21	\$ 473,500.00	\$ (290,156.79)	39%
EXPENDITURES					
Operations					
08-404-000-310	Wage Allocation	-	-	-	#DIV/0!
08-404-000-311	Legal Fees	-	-	-	#DIV/0!
08-406-000-010	Grant Application Fees	-	-	-	#DIV/0!
08-406-000-340	Public Relations	-	-	-	#DIV/0!
08-408-000-010	Engineering	-	5,000.00	(5,000.00)	0%
08-408-000-020	Feasibility Studies	-	-	-	#DIV/0!
08-420-000-035	Permits	2,500.00	-	2,500.00	#DIV/0!
08-420-000-260	Small Tools & Equipment	-	1,500.00	(1,500.00)	0%
08-446-000-101	Allocated Wages	-	-	-	#DIV/0!
08-446-000-200	Supplies	21,412.48	27,112.00	(5,699.52)	79%
08-446-000-230	Gasoline & Oil	-	2,400.00	(2,400.00)	0%
08-446-000-235	Vehicle maintenance	7,231.23	4,250.00	2,981.23	170%
08-446-000-250	Maintenance & Repair	-	25,600.00	(25,600.00)	0%
08-446-000-316	Training & Seminars	-	2,000.00	(2,000.00)	0%
08-446-000-450	Contracted Services	950.00	20,000.00	(19,050.00)	5%
08-446-000-600	Construction	-	-	-	#DIV/0!
08-446-004-600	Construction - Upland Farms	-	-	-	#DIV/0!
08-446-005-600	Construction - Marsh Creek	499,831.74	461,000.00	38,831.74	108%
08-446-001-250	Maintenance & Repair - MA	-	-	-	#DIV/0!
08-446-001-600	Construction - MA	-	-	-	#DIV/0!
Total Operations		531,925.45	548,862.00	(16,936.55)	97%
Operating Transfers					
Transfer to General Fund		-	-	-	#DIV/0!
Total Operating Transfers		-	-	-	#DIV/0!
Total Expenditures		\$ 531,925.45	\$ 548,862.00	\$ (16,936.55)	97%
Excess of Revenues over Expenditures		\$ (348,582.24)	\$ (75,362.00)	\$ (273,220.24)	463%

**Upper Uwchlan Township
Act 209 Fund
Balance Sheet
As of June 30, 2024**

ASSETS

Cash		
09-100-000-010	Cash - Fulton Bank	\$ 55,932.06
	Total Cash	<u>55,932.06</u>
Investments		
09-120-000-100	Certificate of Deposit	1,056,223.06
	Total Certificates of Deposit	<u>1,056,223.06</u>
Other Current Assets		
09-130-000-000	Due from General Fund	-
09-130-000-001	Due from Capital Fund	-
09-191-000-000	Other Assets	-
	Reserve - Accounts Receivable	-
	Total Other Current Assets	<u>-</u>
	Total Assets	\$ 1,112,155.12

LIABILITIES AND FUND BALANCE

Accounts Payable		
09-200-000-000	Accounts Payable	-
09-258-000-000	Accrued Expenses	-
	Total Accounts Payable	<u>-</u>
Other Current Liabilities		
09-297-000-000	Other Liabilities	-
09-297-000-001	Due To General Fund	-
09-297-000-002	Due To Capital Fund	-
	Total Other Current Liabilities	<u>-</u>
	Total Liabilities	\$ -

Equity		
09-272-000-001	Opening Balance Equity	299,600.19
09-272-000-002	Permanently Restricted Net Assets	-
09-272-000-003	Retained Earnings	538,479.32
09-272-000-004	Temporarily Restricted Net Assets	-
09-272-000-005	Unrestricted Net Assets	251,305.53
	Current Period Net Income (Loss)	22,770.08
	Total Equity	<u>1,112,155.12</u>

Total Fund Balance	\$ 1,112,155.12
Total Liabilities & Fund Balance	\$ 1,112,155.12

Upper Uwchlan Township
Act 209 Fund
Statement of Revenues and Expenditures
For the Period Ended May 31, 2024

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
09-341-000-000	Interest Income	\$ 25,920.64	\$ 30,000.00	\$ (4,079.36)	86.4%
09-354-000-030	Grant Revenue - Federal	-	-	-	#DIV/0!
09-354-000-140	Grant Revenue - State (ARLE)	-	-	-	#DIV/0!
09-379-000-010	Transportation Impact Fees	-	-	-	#DIV/0!
09-379-000-020	Transportation Impact Fees - Reserve	-	-	-	#DIV/0!
09-380-000-000	Misc Revenue	-	-	-	#DIV/0!
09-395-000-100	Transfer from General Fund	-	-	-	#DIV/0!
09-395-000-200	Transfer from Capital Fund	-	-	-	#DIV/0!
Total Revenue		25,920.64	30,000.00	(4,079.36)	#DIV/0!
09-427-000-150	Bank Fees	150.00	150.00	-	1.00
09-489-000-000	Arle Grant - Act 209	-	-	-	#DIV/0!
09-489-000-010	Engineering Fees	3,000.56	-	3,000.56	#DIV/0!
09-489-000-020	Construction	-	-	-	#DIV/0!
09-489-000-045	Contracted Services	-	-	-	#DIV/0!
09-489-000-600	Capital Construction	-	-	-	#DIV/0!
Total Expenditures		3,150.56	150.00	3,000.56	#DIV/0!
Excess of Revenues over Expenditures		\$ 22,770.08	\$ 29,850.00	\$ (7,079.92)	#DIV/0!

Upper Uwchlan Township
Sewer Fund
Balance Sheet
As of June 30, 2024

ASSETS

Cash		
15-100-000-100	Cash - Fulton Bank	\$ 110,404.49
15-100-000-200	Cash - Construction Fund (PSDLAF)	83.59
	Total Cash	<hr/> 110,488.08
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	<hr/> -
	Total Other Current Assets	-
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	26,377,547.00
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	(5,953,761.08)
15-157-000-100	Discount on Bonds - Series of 2019	16,587.35
15-157-000-110	OID Amortization - Series of 2019	<hr/> (3,436.55)
		25,833,790.79
	Total Assets	\$ 25,944,278.87

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	17,028.65
15-258-000-110	Interest Payable on Bonds - Series A of 2019	<hr/> 9,539.58
	Total Accounts Payable	26,568.23
Long Term Liabilities		
15-261-000-100	General Obligation Bonds- Series of 2014	-
15-261-000-105	General Obligation Bonds- Series of 2019	5,155,000.00
15-261-000-110	General Obligation Bonds- Series A of 2019	4,235,000.00
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	<hr/> (34,887.00)
		9,574,948.90
	Total Liabilities	9,601,517.13

Equity

15-272-000-100	Unrestricted Net Assets	16,338,520.82
	Current Period Net Income (Loss)	4,240.92
	Total Equity	<hr/> 16,342,761.74

Total Fund Balance	\$ 16,342,761.74
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Total Liabilities & Fund Balance	\$ 25,944,278.87
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Upper Uwchlan Township
Sewer Fund
Statement of Revenues and Expenditures
For the Period Ending June 30, 2024

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
15-341-000-000	Interest Earnings	\$ 1,833.03	\$ 4,000.00	(2,166.97)	46%
15-342-000-100	Operations Mgmt Agreement Fees - 2014 bonds	-	-	-	#DIV/0!
15-342-000-200	Operations Mgmt Agreement Fees - 2019 bonds	102,108.86	239,344.00	(137,235.14)	43%
15-342-000-300	Operations Mgmt Agreement Fees - Series A of 2019 (MA)	57,199.16	334,475.00	(277,275.84)	17%
Total Revenues		\$ 161,141.05	\$ 577,819.00	\$ (416,677.95)	#DIV/0!
EXPENDITURES					
General					
15-400-000-461	Bank Fees	500.00	1,000.00	(500.00)	50%
15-400-000-463	Misc Expenses	-	1,000.00	(1,000.00)	0%
15-404-000-100	Legal Fees	-	-	-	#DIV/0!
		500.00	2,000.00	(1,500.00)	0.50
Bond expenses					
15-472-000-100	Bond Interest Expense - Series of 2014	-	-	-	#DIV/0!
15-472-000-105	Bond Interest Expense - Series of 2019	102,108.86	204,344.00	(102,235.14)	50%
15-472-000-110	Bond Interest Expense - Series A of 2019	57,199.16	114,475.00	(57,275.84)	50%
15-472-000-200	Bond Issuance Costs	-	-	-	#DIV/0!
15-472-000-300	Bond Amortization Expense - 2014 Bonds	-	-	-	#DIV/0!
15-472-000-305	Bond Amortization Expense - 2019 Bonds	414.68	829.00	(414.32)	50%
15-472-000-310	Bond Amortization Expense - 2019A Bonds	(3,322.57)	(6,645.00)	3,322.43	50%
	Total Debt Expenses	156,400.13	313,003.00	(159,510.98)	#DIV/0!
Other					
15-493-000-083	Depreciation	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
Total Expenditures before Transfers		\$ 156,900.13	\$ 315,003.00	\$ (161,010.98)	50%
Transfers					
15-492-000-010	Transfer to Municipal Authority	-	-	-	#DIV/0!
	Total Transfers	-	-	-	#DIV/0!
Total Expenditures and Transfers		156,900.13	315,003.00	(161,010.98)	#DIV/0!
Excess of Revenues over Expenditures					
		\$ 4,240.92	\$ 262,816.00	\$ (255,666.97)	2%

**Upper Uwchlan Township
Capital Projects Fund
Balance Sheet
As of June 30, 2024**

ASSETS

Cash		
30-100-000-010	Cash - Fulton Bank	\$ 256,257.73
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	261,367.99
Accounts Receivable		
30-130-000-001	Due from General Fund	21,193.00
30-130-000-002	Due From Municipal Authority	-
30-130-000-003	Due from Escrow Fund	-
30-130-000-004	Due from Solid Waste Fund	-
30-130-000-005	Due From Liquid Fuels Fund	-
30-130-000-006	Due from Act 209 Fund	-
30-130-000-007	Due from Water Resource Protection Fund	-
30-130-000-008	Due from MA Capital Fund	-
	Total Accounts Receivable	21,193.00
Other Current Asset		
30-155-000-000	Prepaid Expenses	17,500.00
30-191-000-000	Other Assets	-
	Total Other Current Asset	17,500.00
	Total Assets	\$ 300,060.99

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	14,854.15
30-261-000-100	General Obligation Bonds - Series of 2019	4,730,000.00
30-261-000-150	Premium on GO Bonds - Series of 2019	247,103.30
30-261-000-160	Accrued Amortization - Series of 2019	(61,775.81)
	Total Accounts Payable	4,930,181.64
Long Term Liabilities		
30-297-000-000	Other Liabilities	-
	Total Long Term Liabilities	-
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	-
	Total Liabilities	\$ 4,930,181.64
Equity		
30-272-000-001	Opening Balance Equity	948,398.39
30-272-000-004	Unrestricted Net Assets	(5,684,769.61)
	Current Period Net Income (Loss)	106,250.57
	Total Equity	(4,630,120.65)
	Total Fund Balance	\$ (4,630,120.65)

Total Liabilities & Fund Balance **\$ 300,060.99**

**Upper Uwchlan Township
Capital Projects Fund
Statement of Revenues and Expenditures
For the Period Ending June 30, 2024**

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
REVENUES					
30-341-000-000	Interest Earnings	\$ 4,250.21	10,000.00	(5,749.79)	43%
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	27,554.00	5,000.00	22,554.00	551%
30-392-000-001	Transfer from General Fund	450,000.00	450,000.00	-	100%
30-392-000-005	Transfer from Solid Waste Fund	-	-	-	#DIV/0!
30-392-000-020	Transfer from Act 209 Fund	-	-	-	#DIV/0!
30-392-000-030	Transfer from the Municipal Authority	-	-	-	#DIV/0!
30-393-000-000	Capital Income	-	-	-	#DIV/0!
30-393-000-020	Proceeds from Long Term Debt	-	-	-	#DIV/0!
30-393-000-400	Other financing sources	-	-	-	#DIV/0!
		481,804.21	570,800.00	(88,995.79)	84%
Total Revenues					
\$ 481,804.21 \$ 570,800.00 \$ (88,995.79) 84%					
CAPITAL EXPENSES					
Township Properties					
30-409-000-700	Capital Purchases-General	-	-	-	#DIV/0!
30-409-001-700	Capital Purchases-Executive	-	-	-	#DIV/0!
30-409-002-600	Capital Construction - Township Bldg	10,508.00	103,000.00	(92,492.00)	10%
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	-	-	-	#DIV/0!
30-409-004-600	Capital Construction - Milford Rd.	-	-	-	#DIV/0!
30-409-004-700	Capital Purchases - Milford Rd.	-	-	-	#DIV/0!
	Total Township	10,508.00	103,000.00	(92,492.00)	10%
Police					
30-410-000-700	Capital Purchases- Police	77,716.26	120,525.00	(42,808.74)	64%
	Future Purchase	-	-	-	#DIV/0!
		77,716.26	120,525.00	(42,808.74)	64%
Codes					
30-413-000-700	Capital Purchases	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
Emergency Management					
30-415-000-700	Capital Purchases	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
Public Works					
30-438-000-700	Capital Purchases-Vehicles	-	-	-	#DIV/0!
30-438-000-701	Capital Purchases - Equipment	147,407.78	223,382.00	(75,974.22)	66%
	Total Public Works	147,407.78	223,382.00	(75,974.22)	#DIV/0!
Roads					
30-502-434-700	Traffic Signals	-	-	-	#DIV/0!
	Little Conestoga Road Crosswalk	-	-	-	#DIV/0!
	Lyndell Road Bridge	-	-	-	#DIV/0!
		-	-	-	#DIV/0!

**Upper Uwchlan Township
Capital Projects Fund
Statement of Revenues and Expenditures
For the Period Ending June 30, 2024**

Parks					
<i>All Parks</i>					
30-454-000-700	Capital Purchases - All Parks	13,849.20	14,069.00	(219.80)	98%
	<i>Hickory Park</i>				
30-454-001-600	Capital Construction - Hickory	-	-	-	#DIV/0!
30-454-001-700	Capital Purchases - Hickory	-	-	-	#DIV/0!
	<i>Fellowship Fields</i>				
30-454-002-600	Capital Construction - Fellowship	-	-	-	#DIV/0!
30-454-002-700	Capital Purchases - Fellowship	11,000.00	11,000.00	#DIV/0!	#DIV/0!
	<i>Larkins Field</i>				
30-454-003-600	Capital Construction - Larkins	-	-	-	#DIV/0!
30-454-003-700	Capital Purchases - Larkins	-	-	-	#DIV/0!
	<i>Upland Farms</i>				
30-454-004-600	Capital Construction - Upland	32,125.00	32,125.00	#DIV/0!	#DIV/0!
30-454-004-610	Fund Raising - Upland	-	-	-	#DIV/0!
30-454-004-700	Capital Purchases - Upland	-	-	-	#DIV/0!
	<i>Village of Eagle Pocket Park</i>				
30-506-000-100	Design	-	-	-	#DIV/0!
30-506-000-600	Capital Construction	-	-	-	#DIV/0!
30-506-000-700	Capital Purchases	-	-	-	#DIV/0!
	Total Parks Capital	56,974.20	14,069.00	42,905.20	405%
 Trails					
30-455-000-650	Grant-Trails/Bridge - Struble Trail	-	-	-	#DIV/0!
30-455-000-651	Phase IV-Pk Rd Trail	125,000.00	(125,000.00)	0%	0%
30-455-000-652	Side Path Project	-	-	-	#DIV/0!
	Total Trails	125,000.00	(125,000.00)	0%	0%
 Debt Service					
30-472-000-100	Interest Expense - Series of 2019	89,124.98	185,000.00	(95,875.02)	48%
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	82,947.40	172,645.00	(89,697.60)	48%
 Village Concept					
30-506-000-100	Design - Village of Eagle	-	-	-	#DIV/0!
30-506-000-600	Construction - Village of Eagle	-	-	-	#DIV/0!
30-507-000-010	Misc Expenses	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
 Total Expenditures before Operating Transfers					
		\$ 375,553.64	\$ 758,621.00	\$ (383,067.36)	50%
 Operating Transfers					
30-505-000-010	Transfers to the General Fund	-	-	-	#DIV/0!
30-505-000-020	Transfers to the Solid Waste Fund	-	-	-	#DIV/0!
30-505-000-030	Transfers to the Act 209 Fund	-	-	-	#DIV/0!
	Total Operating Transfers	-	-	-	#DIV/0!
 Excess of Revenues over Expenditures and Operating Transfers					
		\$ 106,250.57	\$ (187,821.00)	\$ 294,071.57	-56.57%

**Upper Uwchlan Township
Developers Escrow Fund
Balance Sheet
As of June 30, 2024**

ASSETS

Cash		
40-100-000-100	Cash - Fulton Bank	\$ 275,876.35
	Total Cash	<u>275,876.35</u>
Other Current Assets		
40-130-000-010	Due from General Fund	(37.00)
40-130-000-020	Due from Solid Waste Fund	-
40-130-000-030	Due from Municipal Authority	-
	Total Other Current Assets	<u>(37.00)</u>
		Total Assets
		\$ 275,839.35

LIABILITIES AND FUND BALANCE

Accounts Payable		
40-200-000-000	Accounts Payable	-
	Total Accounts Payable	<u>-</u>
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	-
40-248-000-004	Columbia Gas Transmission LLC	8,150.24
40-248-000-005	Chester County - Radio Tower	-
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	-
40-248-000-012	Marsh Lea	-
40-248-000-013	Eagle Pointe	-
40-248-000-014	Grashof	-
40-248-000-015	McKee Fetters	-
40-248-000-017	Vantage Point Retirement	(12,549.46)
40-248-000-018	CarSense	-
40-248-000-019	Village at Byers	-
40-248-000-020	Milford Rd. Associates	-
40-248-000-021	Townes at Chester Springs	-
40-248-000-022	Eagle Village Parking	-
40-248-000-023	Fish Eye	19,708.65
40-248-000-024	Jankowski	-
40-248-000-025	Eagleview Lot 1C	(437.41)
40-248-000-026	Lot 1B Maintenance Area	3,555.36
40-248-000-027	122 Oscar Way	-
40-248-000-028	Commercial 5C	-
40-248-000-030	Profound Technologies	-
40-248-000-031	Windsor Baptist Church	4,615.06
40-248-000-032	Eagle Village Parking Expansion	-
40-248-000-033	Chester Springs Crossing	8.81
40-248-000-034	Starbucks @ Eaglepoint Village	-
40-248-000-035	The Preserve at Marsh Creek SD	(13,130.12)
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	5,253.74

**Upper Uwchlan Township
Developers Escrow Fund
Balance Sheet
As of June 30, 2024**

40-248-000-039	164 Byers Rd QBD	868.55
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	-
40-248-000-044	Aecom Technology	-
40-248-000-045	11 Senn Drive Parking	390.80
40-248-000-046	Byers Station Parcel 5C Lot 2B	(2,464.57)
40-248-000-047	461 Font Road	-
40-248-000-048	301 Park Road	2,249.51
40-248-000-049	Eagleview Lot 1A	282.36
40-248-000-050	Eagle Animal Hospital	(2,234.14)
40-248-000-051	Rockhill Real Estate Enterprises	827.87
40-248-000-052	100 Greenridge Road	2,392.82
40-248-000-053	J Downend Landscaping	2,198.19
40-248-000-054	241 Park Road	(12,234.17)
40-248-000-055	Rotelle Development Co.	2,144.84
40-248-001-019	Villages Dedication	23,554.67
40-248-001-032	Gunner Parking Exp Construction	-
40-248-001-033	Crossings Dedication	-
40-248-001-035	The Preserve at Marsh Creek Sewer	40,566.13
40-248-001-038	Enclave at Chester Springs site	51,893.15
40-248-002-035	PMC Sewer Phase III	(2,250.14)
40-248-002-038	Enclave Station Blvd Improvements	157,473.15
40-248-003-035	PMC Construction Phase III	10,992.48
<hr/>		
	Total Other Current Liabilities	275,839.35
40-258-000-000	Accrued Expenses	-
<hr/>		
	Total Liabilities	\$ 275,839.35

Equity		
40-279-000-000	Opening Balance Equity	-
	Current Period Net Income (Loss)	<hr/>
	Total Equity	-
<hr/>		
	Total Fund Balance	\$ 275,839.35
<hr/>		
	Total Liabilities & Fund Balance	\$ 275,839.35

Upper Uwchlan Township
Developers Escrow Fund
Statement of Revenues and Expenditures
For the Period Ended June 30, 2024

GL Account #	Account Description	2024 YTD Actual	2024 Budget	Over (Under) Budget	Actual as % of Budget
40-341-000-000	Interest Income	\$ 5,539.46	\$ -	\$ 5,539.46	-
40-341-000-010	Interest Income - allocated to Developers	(5,539.46)	-	(5,539.46)	-
40-392-000-100	Transfer from General Fund	-	-	-	-
Total Revenue		-	-	-	-
40-400-000-461	Bank Fees	-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Expenditures		-	-	-	-
Excess of Revenues over Expenditures		\$ -	\$ -	\$ -	-



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors

FROM: Jill Bukata
Township Treasurer

RE: Proposed Banking Change

DATE: July 15, 2024

Tony and I met with representatives of First Resource Bank recently and they offered the Township a better interest rate and no fees (except wire fees) than we currently have with Fulton Bank. We have an existing relationship with First Resource Bank – we currently have three certificates of deposit with them.

First Resource Bank is offering the Township an interest rate of 4.75% on deposit accounts vs. 3.35% currently at Fulton Bank. Fulton also has significant bank fees which lower that rate to an effective yield of 2.38% on the Township's overall relationship – which includes the Municipal Authority's deposits as well.

The Township has always maintained relationships with several banks and we have opted to do business with local banks rather than the larger, national banks. The Township had \$3,747,000 on deposit with Fulton, over 9 accounts, as of June 30, 2024. The Municipal Authority has 5 accounts, with deposits that totaled \$7,395,000 as of June 30, 2024. I estimated that the Township alone would increase interest income by \$89,000 annually by moving accounts from Fulton to First Resource.

The following websites provide additional information concerning the bank's financial status – with copies attached to this memo:

First Quarter Earnings- <https://www.firstresourcebank.com/wp-content/uploads/Q1-2024-Earnings-Release-FINAL.pdf>

Just listed in the Top 100 Bank list: <https://www.firstresourcebank.com/wp-content/uploads/Final-American-Banker-top-100-PR.pdf>

I am respectfully recommending that the Township transfer balances currently on deposit with Fulton Bank to First Resource Bank.



ENGINEER'S REPORT – UPPER UWCHLAN TOWNSHIP

Date: July 12, 2024

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:

241 Park Road (Ducklings Daycare) – Revised land development plans were reviewed by the Planning Commission at their July 11th meeting where Preliminary Plan Approval was recommended. The Applicant will be before The Board at their July 15th meeting requesting same.

Hickory Park Improvement Project – We will be submitting our NPDES Permit Application to PA-DEP next week for review. We hope to have a review within 90 days.

Construction continues at the following developments with no significant issues:

- Eagleview (Lot 1C)
- Preserve at Marsh Creek



DEVELOPMENT UPDATE – UPPER UWCHLAN TOWNSHIP

Date: July 12, 2024

To: Board of Supervisors

From: David Leh, P.E.

Bold items have been additions since our last report.

100 Greenridge Road (Toll) – The Board granted approval for the Conditional Use for a 64-home subdivision at their October 11th, 2022, meeting. Toll Brothers has now submitted Preliminary Land Development Plans for the project. Consistent with the conditional use approval, 64 homes are proposed. The Planning Commission accepted the plans at their April 13th 2023 meeting. The plans have been reviewed by the Township Consultants and a review letter has been issued. The Zoning Hearing Board's decision regarding the disturbance of Prohibitive Steep Slopes has been appealed.

211 Byers Road – Eagle Animal Hospital – The Applicant is proposing to construct a new 5,334 SF building and 36 space parking facility to replace the elements which were lost to the fire. The Planning Commission reviewed the plan and recommended Preliminary Approval at their April 11th meeting. The Board of Supervisors granted Preliminary Approval at their May 14th workshop meeting.

241 Park Road – The applicant has submitted a conditional use / land development application for the construction of a 6,000 SF daycare facility. The plans were reviewed by the Planning Commission at their January 11th meeting where no action was taken. The Planning Commission reviewed revised plans at their March 14th meeting where a recommendation for conditional use approval was recommended. The Applicant will be submitting revised plans for land development consideration. A conditional Use Hearing was held on April 9th. And reopened for additional testimony on May 14th. The Board granted Conditional Use Approval at their May 20th meeting. Revised land development plans were reviewed by the Planning Commission at their July 11th meeting where Preliminary Plan Approval was recommended. The Applicant will be before The Board at their July 15th meeting requesting same.

Reference: Development Update

File No. 9991080
July 12, 2024

301 Park Road (PJ Reilly) - A preliminary land development plan has been submitted by PJ Reilly Contractors for a new 8,400 SF office and equipment storage facility. The plan was reviewed by the consultants and the Planning Commission at their December 8th meeting. No action was taken. Revised plans were reviewed by The Planning Commission at their April 13, 2023 meeting, no action was taken. The applicant sought and received zoning relief from the Zoning Hearing Board at their August 30 2023 meeting. Updated land development plans were reviewed by the Planning Commission at their May 9th Meeting. No action was taken. The Applicant attended the Planning Commission's June 13th meeting to obtain further input prior to revising their plans.

500 Pottstown Pike (Rockhill Real Estate Enterprises) – The Applicant has submitted a conditional use application for a 415-space service and storage facility. The application was reviewed by the Planning Commission at their April 11th meeting and a recommendation of conditional use approval made. The hearing was opened on May 14th and will continue June 10th. Testimony was given on June 10th and the hearing was closed. **The Board will render a decision at their July 15th 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. Final paving has been completed. The performance bond was released at the Board of Supervisor's October 16th meeting. The project will not enter the maintenance period until the Station Boulevard crosswalk is completed. The pedestrian path from Station Boulevard to the trail on the Pickering Valley Elementary School Property has been completed. The foundations for the RRFB signals have been poured with the installation of the majority of the equipment has been installed. **The only remaining task in the energization of the signal.**

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 Board granted Amended Final Plan Approval at their September 19, 2022 meeting. Revised plans have been submitted to the consultants to verify all outstanding comments have been satisfactorily addressed. We met with the applicant to discuss the potential of phasing the construction of this property. The Applicant has submitted a phasing plan which has been reviewed by the Consultants and the Board at their May 14th workshop. The Board granted approval at their May 20th Meeting.

Reference: Development Update

File No. 9991080
July 12, 2024

Byers Station (Lot 6C)- Vantage Point – The Applicant has received Final PRD Approval at the Board of Supervisors April 20th, 2020, meeting for a 36,171 SF, 3 story retirement facility. Site work is substantially complete.

Eagleview Lot 1A – Hankin has submitted a Preliminary / Final Land Development Application for a one-story, 60,600 SF Flex Use office / warehouse building to be located along Sierra Drive. The plan was reviewed by the Planning Commission at their March 9th meeting. No action was taken with regard to plan approval; however, the Planning Commission did recommend the granting of several waivers. The Board granted the requested waivers at their March 20, 2023 meeting. Revised land development plans have been submitted and reviewed by the consultants. The Board granted Preliminary / Final Approval to the application at their June 19, 2023 meeting. Revised plans have been submitted for review prior to recording.

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

Preserve at Marsh Creek (Fetters Property) - The Board granted Final Land Development Approval at their October 16th, 2017, meeting. Site construction continues in all 3 phases. (i.e.- The entire development) We have received grading permit applications for **297** of the 376 building units to date.

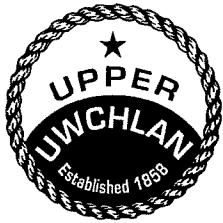
Struble Trail Extension – Chester County has submitted an application to reopen the Conditional Use Hearing as well as land development plans to allow for the continuance of the trail from where it currently terminates to a point on the west side of Dorlan Mill Road. The Planning Commission reviewed the application at their June 13th, 2019, and July 11th, 2019, meetings and recommended Conditional Use Approval as well as Preliminary Land Development approval. The County has submitted revised land development plans which have been reviewed by the consultants. The Planning Commission reviewed the application at their June 8th meeting and recommended conditional use as well as Preliminary / Final Land Development Approval. The Board granted conditional Use and land development approval at their July 17th Meeting. The County has now made application to Pa-DOT for a Highway Occupancy Permit for the trail crossing of Dorlans Mill Road.

640 Little Conestoga Road (Wertz Property) – The Pennsylvania Turnpike Commission has submitted a three (3) lot subdivision for this property. The plans

Reference: Development Update

File No. 9991080
July 12, 2024

have been reviewed by the consultants and the Planning Commission recommended Minor Subdivision approval at their January 11th meeting. The Board granted minor subdivision approval at their April 22nd meeting. Revised plans have been submitted for review prior to recording.



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: The Board of Supervisors

FROM: Kathi McGrath
Administrative Assistant 

RE: Building/Codes Department Activity Report

DATE: July 11, 2024

Attached, please find the Building Department Activity Report for the month of June, 2024.

Attachments:
Activity Report

/km

UPPER UWCHLAN TOWNSHIP

Permit Analysis

2021-2024

2021				2022				2023				2024				
	# of Permits	Fees	YTD Permits	# of Permits	Fees	YTD Permits	YTD Fees	# of Permits	Fees	YTD Permits	YTD Fees	# of Permits	Fees	YTD Permits	YTD Fees	
Jan	94	\$ 87,742.42	94	\$ 87,742.42	83	\$ 88,198.96	83	\$ 88,198.96	39	\$ 16,560.04	39	\$ 16,560.04	65	\$ 46,474.10	65	\$ 46,474.10
Feb	67	\$ 38,565.98	161	\$ 126,308.40	39	\$ 25,249.00	122	\$ 113,447.96	58	\$ 115,689.00	97	\$ 132,249.04	53	\$ 29,120.38	118	\$ 75,594.48
Mar	86	\$ 44,724.50	247	\$ 171,032.90	77	\$ 52,822.55	199	\$ 166,270.51	72	\$ 32,216.00	169	\$ 164,465.04	56	\$ 46,201.34	174	\$ 121,795.82
Apr	88	\$ 79,069.01	335	\$ 250,101.91	84	\$ 63,858.84	283	\$ 230,129.35	51	\$ 37,396.20	220	\$ 201,864.24	57	\$ 48,358.00	231	\$ 170,153.82
May	75	\$ 44,389.44	410	\$ 294,491.35	65	\$ 44,000.00	348	\$ 274,129.35	82	\$ 38,301.00	302	\$ 240,165.24	66	\$ 27,447.00	297	\$ 197,600.82
Jun	89	\$ 77,793.00	499	\$ 372,284.35	96	\$ 28,606.00	444	\$ 302,735.35	66	\$ 26,909.50	368	\$ 267,074.74	62	\$ 38,947.57	359	\$ 236,548.39
Jul	99	\$ 131,055.84	598	\$ 503,340.19	68	\$ 37,917.72	512	\$ 340,653.07	77	\$ 127,398.14	445	\$ 394,472.88				
Aug	78	\$ 32,545.19	676	\$ 535,885.38	68	\$ 112,113.82	580	\$ 452,766.89	65	\$ 68,299.92	510	\$ 462,772.80				
Sept	78	\$ 36,528.88	754	\$ 572,414.26	73	\$ 46,052.92	653	\$ 498,819.91	52	\$ 20,696.00	562	\$ 483,468.80				
Oct	72	\$ 40,825.00	826	\$ 613,239.26	54	\$ 42,196.00	707	\$ 541,015.91	59	\$ 35,511.00	621	\$ 518,979.80				
Nov	58	\$ 41,691.42	884	\$ 654,930.68	45	\$ 21,304.00	752	\$ 562,319.91	57	\$ 32,429.00	678	\$ 551,408.80				
Dec	62	\$ 68,824.63	946	\$ 723,755.31	47	\$ 22,295.00	799	\$ 584,614.91	27	\$ 11,076.28	705	\$ 562,485.08				



JUNE 2024 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: 177

- Municipal Authority & PA 1-calls
 - 78 Work orders completed
- Parks
 - 5 Work orders completed
- Public Works
 - 46 Work orders completed
- Solid Waste
 - 39 Work orders completed
- Vehicles and Equipment (All Depts.)
 - 9 Work orders completed

- Prepared all fire extinguishers in the township for inspection.
- Inlet repairs on Collingwood Terrace, McGraw Lane, Prescott Drive, Benson Lane and Buffington Circle
- Assisted with set up and break down of the UUT Block Party.
- Continue inlet repairs on Collingwood Terrace and McGraw Lane in preparation for upcoming milling and paving.

- Assisted with the Summer Concert held at Upland on June 9th.
- Assisted UUT police throughout the week with their Junior Police Academy summer camp.
- Assisted the Historical Commission with Town Tours and Village Walks event held on June 27th.
- Dug test pits at Hickory Park for township engineer for future park renovations.
- Collected trash and recycling that was missed by the haulers.
- Continue roadway mowing in the township.
- Continue spraying fence lines and guiderails throughout the Township.
- Minor maintenance issues were handled at the Township Building.
- Tree trimming for sight distance at intersections and along roadways where trees are hanging into the road.
- Sign replacements at various locations.
- Cleared inlets on multiple roadways throughout the Township.
- Toter swaps and deliveries were done as requested.
- Preventive maintenance, repairs, and Pa State Inspections.
- Serviced Police vehicles.
- PA 1-Calls were responded to as they came in.

Workforce

- Public Works employees attended NPDES MS-4 Training on June 18, 2024.
- Summer help is busy cutting grass at the parks and sewer plants.

Respectfully submitted,

Michael Esterlis
 Public Works Director
 Upper Uwchlan Township

LAND DEVELOPMENT AGREEMENT

BYERS STATION PARCEL 5C LOT 2B

THIS LAND DEVELOPMENT 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 **CELEBREE PROPERTY INVESTMENTS, LLC, formerly known as PROSPERITY PROPERTY INVESTMENTS, LLC**, a Maryland limited liability company with offices at 1306 Bellona Avenue, Lutherville-Timonium, Maryland 21093 (“Developer”).

BACKGROUND:

- A. Developer proposes to develop a 3.971 acre piece of property, known as Chester County Tax Parcel No. 32-4-1090.1 situate northeast of the intersection of Station Boulevard and Pottstown Pike, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed land development known as “Byers Station Parcel 5C Lot 2B” (“Development”).
- B. The Upper Uwchlan Township Board of Supervisors (the “Board”) granted final planned residential development plan approval to Developer’s predecessor in title on October 14, 2019 for development of the Tract. Developer received amended final approval for development of the Tract on September 19, 2022. Developer received revised amended final approval for the Development on the Tract on May 20, 2024. 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 3.971 acre tract located at the property northeast of the intersection of Station Boulevard and

Pottstown Pike, Upper Uwchlan Township, Chester County, Pennsylvania, Chester and which is more fully and further shown and described on the Plans.

- (2) “Plans” shall mean the land development plan entitled “Byers Station Amended Final PRD Plans (Final Plan for Lot 2B of Parcel 5C)” prepared by Bohler Engineering, dated March 15, 2022, last revised May 31, 2024, consisting of thirty-five (35) 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 10,500 square foot day care facility with a 5,500 square foot outdoor play area and a 10,500 square foot commercial building, together with new streets, roads, and parking areas designed 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 in 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, and with respect to Improvements consisting of streets or roads, shall further mean, without limitation, keeping the same at all times free of mud, snow, ice and other impediments or other obstructions to motor vehicular traffic thereon and thereover, and otherwise in a permanently passable condition by and for motor vehicles.

F. In the event that Developer is in default of any of its repair and maintenance obligations under Subsection E, the Township, shall have the right, but not the obligation, and provided 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 Seven Hundred Thirty Seven Thousand Four Hundred Sixty Four and 81/100 Dollars (\$737,464.81), which is 110% of the total cost estimate as set forth in Exhibit "C" 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. **Intentionally Omitted.**

5. **Intentionally Omitted.**

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 C, 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.
- I. **Third Party Beneficiary.** The rights and benefits of this Agreement shall not inure to the benefit of any third party. This Agreement shall not be construed as creating any rights, claims or causes of action against the Township or Developer in favor of any other persons furnishing services or materials to or for the construction of the Development.

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: _____
Jennifer Baxter, Chairperson

**CELEBREE PROPERTY INVESTMENTS,
LLC**

Attest: _____

By: _____
Richard O. Huffman, III, Manager

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 Jennifer Baxter, 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

STATE OF MARYLAND :
:SS.
COUNTY OF _____ :

On this _____ day of _____, 20____, before me, a notary public in and for the State of Maryland, the undersigned officer, personally appeared Richard O. Huffman, III, who acknowledged himself to be the Manager of Celebree Property Investments, LLC, a Maryland limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

EXHIBIT "A"**PLAN SHEETS**

Sheet No.	Drawing No.	Title	Date	Last Revised Date
1	C-101	Cover Sheet	3/15/2022	5/31/24
2	C-102	Project Notes	3/15/2022	5/31/24
3	C-201	Existing Conditions/Demolition Plan	3/15/2022	5/31/24
4	C-301	Site Plan	3/15/2022	5/31/24
5	C-302	Fire Truck Circulation Plan	3/15/2022	5/31/24
6	C-303	Delivery Truck Circulation Plan	3/15/2022	5/31/24
7	C-304	Trash Truck Circulation Plan	3/15/2022	5/31/24
8	C-401	Grading Plan	3/15/2022	5/31/24
9	C-402	ADA Grading Details	3/15/2022	5/31/24
10	C-501	Utility Plan	3/15/2022	5/31/24
11	C-601	Overall Soil Erosion & Sediment Pollution Control Plan	3/15/2022	5/31/24
12	C-602	Soil Erosion & Sediment Pollution Control Plan	3/15/2022	5/31/24
13	C-603	Erosion & Sediment Pollution Control Notes	3/15/2022	5/31/24
14	C-604	Erosion & Sediment Pollution Control Notes	3/15/2022	5/31/24
15	C-605	Erosion & Sediment Pollution Control Details	3/15/2022	5/31/24
16	C-606	Erosion & Sediment Pollution Control Details	3/15/2022	5/31/24
17	C-607	Erosion & Sediment Pollution Control Details	3/15/2022	5/31/24
18	C-608	Overall Post Construction Stormwater Management Plan	3/15/2022	5/31/24
19	C-609	Post Construction Stormwater Management Plan	3/15/2022	5/31/24
20	C-610	Post Construction Stormwater Management Notes	3/15/2022	5/31/24
21	C-611	Post Construction Stormwater Management Details	3/15/2022	5/31/24
22	C-612	Post Construction Stormwater Management Details	3/15/2022	5/31/24
23	C-701	Lighting Plan	3/15/2022	5/31/24

24	C-702	Lighting Details	3/15/2022	5/31/24
25	C-703	Lighting Details	3/15/2022	5/31/24
26	C-704	Landscape Plan	3/15/2022	5/31/24
27	C-705	Landscape Details	3/15/2022	5/31/24
28	C-801	Proposed Storm Sewer Profiles	3/15/2022	5/31/24
29	C-901	Details	3/15/2022	5/31/24
30	C-902	Details	3/15/2022	5/31/24
31	C-903	Details	3/15/2022	5/31/24
32	C-904	Details	3/15/2022	5/31/24
33	C-910	Pre-Development Drainage Area Plan	3/15/2022	5/31/24
34	C-911	Post Development Drainage Area Plan	3/15/2022	5/31/24
35	C-912	Inlet Drainage Area Plan	3/15/2022	5/31/24

EXHIBIT “B”

FINANCIAL SECURITY



June 26, 2024

File No. 03-0434.07

E-MAIL ONLY

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

Reference: Parcel 5C (Byers Station) – Lot 2B
Amended Final PRD Plans – Fifth Review - FINAL
Upper Uwchlan Township, Chester County, PA

Dear Tony:

Gilmore & Associates, Inc. (G&A) is in receipt of the following documents from Bohler Engineering, unless otherwise noted:

- Plan set consisting of Thirty-Five (35) sheets titled "Byers Station Amended Final PRD Plans (Final Plan for Lot 2B of Parcel 5C)" dated March 15, 2022, last revised May 31, 2024.
- Response Letter from Bohler Engineering, dated May 31, 2024.

G&A, as well as the other Township Consultants have completed our fifth review of the above referenced Amended Final Plans for compliance with the Conditions of Tentative Approval Byers Station PRD, Township Zoning Ordinance, Subdivision and Land Development Ordinance, as well as the Stormwater Management Ordinance, and find all of our outstanding comments have been satisfactorily addressed. **Therefore, the plans are in a position for recording contingent upon execution of all development agreements as well as establishment of financial security in the amount of \$737,464.81 in a form deemed acceptable to the Township Solicitor.** A spreadsheet detailing the determination of this value is attached.

Please let me know if you have any questions.

Mr. Tony Scheivert
Upper Uwchlan Township Manager
Reference: Parcel 5C (Byers Station) – Lot 2B
Amended Final PRD Plans – Fifth Review - FINAL
Upper Uwchlan Township, Chester County, PA

Page – 2 –

File No.: 03-0434.07
June 26, 2024

Sincerely,

David N. Leh

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

Attachment: Escrow Spreadsheets

cc: Upper Uwchlan Township Planning Commission Members
Upper Uwchlan Township Board of Supervisors
Kristin S. Camp, Esq., BBM&M
Christopher J. Williams, P.E., Bowman
David Schlott, P.E., ARRO Consulting, Inc.
Matt Brown, P.E., DEE – UUTMA Authority Administrator
Alyson Zarro, Esq. – RRHC
Chris Puzinas, P.E., Bohler Engineering
Guy DiMartino, P.E., TPD
Allan Greenberg Applicant
Gwen Jonik, Township Secretary

ESCROW STATUS REPORT

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

PROJECT NAME: BYERS STATION PARCEL 5C / LOT 2B

SUMMARY OF ESCROW ACCOUNT

PROJECT NUMBER:

TOTAL CONSTRUCTION (100%) = \$ 670,422.55
TOWNSHIP SECURITY (10%) = \$ 67,042.26

PROJECT SPONSOR: PROSPERITY PROPERTY INVESTMENT:
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP

GRAND TOTAL ESCROWED = \$ 737,464.81

RELEASE NO.: 0
REQUEST DATE:

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
A. CLEARING & GRUBBING												
1. UTILITY POLE RELOCATION		EA	2	\$ 10,000.00	\$ 20,000.00	\$ -	\$ -	2	\$ 20,000.00			
2. STORM STRUCTURE / PIPE REMOVAL		LS	1	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	1	\$ 7,000.00			
3. CLEARING / GRUBBING		LS	1	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	1	\$ 3,000.00			0%
SUBTOTAL ITEM A					\$ 30,000.00	\$ -	\$ -			\$ 30,000.00		0%
B. E&S CONTROL												
1. CONSTRUCTION ENTRANCES		EA	2	\$ 3,500.00	\$ 7,000.00	\$ -	\$ -	2	\$ 7,000.00			0%
2. CONCRETE WASHOUT		EA	2	\$ 500.00	\$ 1,000.00	\$ -	\$ -	2	\$ 1,000.00			0%
2. 18" SILT SOCK		LF	515	\$ 7.50	\$ 3,862.50	\$ -	\$ -	515	\$ 3,862.50			0%
3. 24" SILT SOCK		LF	100	\$ 9.75	\$ 975.00	\$ -	\$ -	100	\$ 975.00			0%
4. EROSION CONTROL MATTING		SF	16,500	\$ 0.17	\$ 2,805.00	\$ -	\$ -	16,500	\$ 2,805.00			0%
5. INLET PROTECTION		EA	12	\$ 225.00	\$ 2,700.00	\$ -	\$ -	12	\$ 2,700.00			0%
6. TOPSOIL STOCKPILE		LS	1	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	1	\$ 1,000.00			0%
7. TEMP SEED & MULCH		SF	91,163	\$ 0.03	\$ 2,734.89	\$ -	\$ -	91,163	\$ 2,734.89			0%
8. PERMANENT SEED & MULCH		SF	91,163	\$ 0.07	\$ 6,381.41	\$ -	\$ -	91,163	\$ 6,381.41			0%
SUBTOTAL ITEM B					\$ 28,458.80	\$ -	\$ -			\$ 28,458.80		0%
C. CONCRETE												
1. CONCRETE PAVING		SF	1,200	\$ 10.00	\$ 12,000.00	\$ -	\$ -	1,200	\$ 12,000.00			0%
SUBTOTAL ITEM C					\$ 12,000.00	\$ -	\$ -			\$ 12,000.00		0%
D. STORM SEWER												
1. 15" HDPE		LF	1212	\$ 60.00	\$ 72,720.00	\$ -	\$ -	1,212	\$ 72,720.00			0%
2. STD TYPE C INLET		EA	3	\$ 2,000.00	\$ 6,000.00	\$ -	\$ -	3	\$ 6,000.00			0%
3. LOWER HOOD OF EXISTING INLET		EA	1	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	1	\$ 1,000.00			0%
4. STD TYPE M INLET		EA	9	\$ 2,000.00	\$ 18,000.00	\$ -	\$ -	9	\$ 18,000.00			0%
5. STORM MANHOLE		EA	2	\$ 2,500.00	\$ 5,000.00	\$ -	\$ -	2	\$ 5,000.00			0%
6. WATER QUALITY INLET		EA	12	\$ 1,500.00	\$ 18,000.00	\$ -	\$ -	12	\$ 18,000.00			0%
7. TIE INTO EXISTING STORM SYSTEM		EA	2	\$ 2,500.00	\$ 5,000.00	\$ -	\$ -	2	\$ 5,000.00			0%
SUBTOTAL ITEM D					\$ 125,720.00	\$ -	\$ -			\$ 125,720.00		0%

ESCROW STATUS REPORT

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

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ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
E. PAVING & CURBING												
1. 5" 2A MODIFIED	SY	3,445	\$6.00	\$	20,670.00	\$	-	\$	-	3,445	\$ 20,670.00	0%
2. 6" 25MM BASE	SY	3,445	\$21.00	\$	72,345.00	\$	-	\$	-	3,445	\$ 72,345.00	0%
3. 3" 19MM BINDER	SY	3,445	\$14.25	\$	49,091.25	\$	-	\$	-	3,445	\$ 49,091.25	0%
4. CLEAN & TACK	SY	3,445	\$1.00	\$	3,445.00	\$	-	\$	-	3,445	\$ 3,445.00	0%
5. 1.5" 9.5MM WEARING	SY	3,445	\$9.50	\$	32,727.50	\$	-	\$	-	3,445	\$ 32,727.50	0%
6. DUMPSTER PAD	SF	812	\$8.00	\$	6,496.00	\$	-	\$	-	812	\$ 6,496.00	0%
7. CONCRETE CURB	LF	1,727	\$20.00	\$	34,540.00	\$	-	\$	-	1,727	\$ 34,540.00	0%
8. CONCRETE SIDEWALK	SF	6,474	\$10.00	\$	64,740.00	\$	-	\$	-	6,474	\$ 64,740.00	0%
9. ADA Ramps / DWS	EA	10	\$1,000.00	\$	10,000.00	\$	-	\$	-	10	\$ 10,000.00	0%
10. STAMPED ASHPALT	SF	911	\$5.00	\$	4,555.00	\$	-	\$	-	911	\$ 4,555.00	0%
SUBTOTAL ITEM E					\$ 298,609.75	\$	-	\$	-		\$ 298,609.75	0%
F. SANITARY SEWER												
1. LATERAL TEE / WYE CONNECTIONS	EA	6	\$135.00	\$	810.00	\$	-	\$	-	6	\$ 810.00	0%
2. SANITARY CONNECTION EXCAVATION AND INSTALLATION	CY	36	\$100.00	\$	3,600.00	\$	-	\$	-	36	\$ 3,600.00	0%
3. SANITARY CLEAN OUTS	EA	6	\$300.00	\$	1,800.00	\$	-	\$	-	6	\$ 1,800.00	0%
4. SANITARY VENT	EA	2	\$300.00	\$	600.00	\$	-	\$	-	2	\$ 600.00	
5. 6" PVC	LF	487	\$32.00	\$	15,584.00	\$	-	\$	-	487	\$ 15,584.00	
6. OBSERVATION AND TESTING	EA	1	\$1,000.00	\$	1,000.00	\$	-	\$	-	1	\$ 1,000.00	
SUBTOTAL ITEM F					\$ 23,394.00	\$	-	\$	-		\$ 23,394.00	0%
G. LANDSCAPING												
1. SHADE TREES	EA	45	\$600.00	\$	27,000.00	\$	-	\$	-	45	\$ 27,000.00	
2. EVERGREEN TREES	EA	62	\$380.00	\$	23,560.00	\$	-	\$	-	62	\$ 23,560.00	
3. ORNIMENTAL TREES	EA	36	\$375.00	\$	13,500.00	\$	-	\$	-	36	\$ 13,500.00	
4. EVERGREEN SHRUBS AND DECIDIOUS (18"-24")	EA	126	\$55.00	\$	6,930.00	\$	-	\$	-	126	\$ 6,930.00	
5. EVERGREEN SHRUBS AND DECIDIOUS (24"-30")	EA	254	\$65.00	\$	16,510.00	\$	-	\$	-	254	\$ 16,510.00	
6. EVERGREEN SHRUBS AND DECIDIOUS (30"-36")	EA	5	\$70.00	\$	350.00	\$	-	\$	-	5	\$ 350.00	
7. EVERGREEN SHRUBS AND DECIDIOUS (3'-4')	EA	65	\$85.00	\$	5,525.00	\$	-	\$	-	65	\$ 5,525.00	
8. ORNIMENTAL GRASSES	EA	17	\$12.00	\$	204.00	\$	-	\$	-	17	\$ 204.00	
SUBTOTAL ITEM G					\$ 93,579.00	\$	-	\$	-		\$ 93,579.00	0%
H. MISCELLANEOUS												
1. STREET LIGHTS (Single LED)	EA	8	\$5,300.00	\$	42,400.00	\$	-	\$	-	8	\$ 42,400.00	
2. STREET LIGHTS (Double LED)	EA	1	\$6,500.00	\$	6,500.00	\$	-	\$	-	1	\$ 6,500.00	0%
3. DECORATIVE ARM - MOUNTED LUMINAIRE	EA	5	\$6,500.00			\$	-	\$	-	5	\$ -	
4. SIGNS	EA	16	\$225.00	\$	3,600.00	\$	-	\$	-	16	\$ 3,600.00	0%
5. PAVEMENT MARKINGS	LS	1	\$5,000.00	\$	5,000.00	\$	-	\$	-	1	\$ 5,000.00	0%
6. ASBUILT PLANS	LS	1	\$10,000.00	\$	10,000.00	\$	-	\$	-	1	\$ 10,000.00	
7. MONUMENTATION	EA	10	\$250.00	\$	2,500.00	\$	-	\$	-	10	\$ 2,500.00	0%
8. 6' PVC FENCING	LF	289	\$49.00	\$	14,161.00	\$	-	\$	-	289	\$ 14,161.00	0%
SUBTOTAL ITEM H					\$ 84,161.00	\$	-	\$	-		\$ 84,161.00	0%

ESCROW STATUS REPORT

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

PROJECT NAME: BYERS STATION PARCEL 5C / LOT 2B

SUMMARY OF ESCROW ACCOUNT

PROJECT NUMBER:

TOTAL CONSTRUCTION (100%) = \$ 670,422.55
TOWNSHIP SECURITY (10%) = \$ 67,042.26

PROJECT SPONSOR: PROSPERITY PROPERTY INVESTMENT:
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP

GRAND TOTAL ESCROWED = \$ 737,464.81

RELEASE NO.: 0
REQUEST DATE:

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
	TOTAL IMPROVEMENTS - ITEMS A-H				\$ 670,422.55		\$ -	\$ -	\$ -	\$ 670,422.55		0%
I.	RETAINAGE (10%)						\$ -	\$ -	\$ -	\$ -		
J.	TOWNSHIP SECURITY (10%)				\$ 67,042.26		\$ -	\$ -	\$ -	\$ 67,042.26		0%
NET CONSTRUCTION RELEASE							\$ -	\$ -	\$ -	\$ 737,464.81		
SURETY AMOUNT					\$ 737,464.81		\$ -	\$ -	\$ -			

FINANCIAL SECURITY AGREEMENT

BYERS STATION PARCEL 5C LOT 2B

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 **CELEBREE PROPERTY INVESTMENTS, LLC, formerly known as PROSPERITY PROPERTY INVESTMENTS, LLC**, a Maryland limited liability company with offices at 1306 Bellona Avenue, Lutherville-Timonium, Maryland, 21093 (“Developer”).

BACKGROUND:

A. Developer proposes to develop a 3.971 acre piece of property, known as Chester County Tax Parcel No. 32-4-1090.1 situate northeast of the intersection of Station Boulevard and Pottstown Pike, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed land development known as “Byers Station Parcel 5C Lot 2B” (“Development”).

B. The Upper Uwchlan Township Board of Supervisors (the “Board”) granted final planned residential development approval to Developer’s predecessor in title on October 14, 2019 for the development of the Tract. Developer received amended final approval for development of the Tract on September 19, 2022. Developer received revised amended final approval for the Development on the Tract on May 20, 2024. Developer received final approval of the 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 3.971 acre tract of property which is situate northeast of the intersection of Station Boulevard and Pottstown Pike in the Township, Chester County, Pennsylvania, and which is more fully and further shown and described on the Plans.

(3) "Plans" shall mean that certain final land development plan set entitled "Byers Station Amended Final PRD Plans (Final Plan for Lot 2B of Parcel 5C)" prepared by Bohler Engineering, dated March 15, 2022, last revised May 31, 2024, consisting of thirty-five (35) sheets, as more particularly described in the Development Agreement.

(4) "Subject Land Development" shall mean the proposed land development of the Tract as a 10,500 square foot day care facility with a 5,500 square foot outdoor play area and a 10,500 square foot commercial building, together with new streets, roads, and parking areas designed 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;

[X] 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 Seven Hundred Thirty Seven Thousand Four Hundred Sixty Four and 81/100 Dollars (\$737,464.81) 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 Thirteen Thousand Four Hundred Eight and 45/100 Dollars (\$13,408.45) 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. If a letter of credit is posted as the Financial Security, the letter of credit shall be automatically renewed, without amendment, for additional one-year periods from the present or each future expiration date unless the Financial Institution notifies the Township in

writing, not less than sixty (60) days before such expiration date of the letter of credit, that the Financial Institution has elected not to renew the letter of credit. The Financial Institution's notice of such election not to renew the letter of credit shall be sent to the Township in accordance with the terms of this Agreement.

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

3. Adjustments to Financial Security.

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

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

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

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

4. Interim Releases of Funds.

A. As the work of the construction of the Secured Improvements satisfactorily proceeds, the Township, from time to time upon written request of Developer prior to final release under Section 7 below, shall authorize the release of funds from the Financial Security in accordance with the provisions of the MPC, in such amounts as directed by the Township in writing, but only by and upon the issuance to and receipt by the Financial Institution of a duly executed Certificate of Completion signed by the Township Engineer, the Chairperson of the Board of Supervisors or the Township Manager. The Certificate of

Completion shall be in the form substantially as set forth in Exhibit "C" attached to and made fully part of this Financial Security Agreement.

B. Unless the Township expressly and affirmatively directs otherwise in and by the said duly executed Certificate of Completion, the following shall apply to every release of funds from the Financial Security requested under this Section 4: 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 costs, expenses and fees for which Developer is responsible under both said agreements) and Developer has tendered to the Township all improvements which are proposed to be dedicated to the Township and posted the necessary maintenance security as provided under Section 509(k) of the MPC, the Township shall authorize the 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:

Gwen Jonik, Secretary

By: _____
Jennifer Baxter, Chairperson

**CELEBREE PROPERTY INVESTMENTS,
LLC**

Attest:

By: _____
Richard O. Huffman, III, Manager

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 Jennifer Baxter, 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

STATE OF MARYLAND : :

:SS.

COUNTY OF _____ : :

On this _____ day of _____, 20____, before me, a notary public in and for the State of Maryland, the undersigned officer, personally appeared Richard O. Huffman, III, who acknowledged himself to be the Manager of Celebree Property Investments, LLC, a Maryland limited liability company, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

EXHIBIT “A”

List of Secured Improvements

EXHIBIT “B”

LETTER OF CREDIT



June 26, 2024

File No. 03-0434.07

E-MAIL ONLY

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

Reference: Parcel 5C (Byers Station) – Lot 2B
Amended Final PRD Plans – Fifth Review - FINAL
Upper Uwchlan Township, Chester County, PA

Dear Tony:

Gilmore & Associates, Inc. (G&A) is in receipt of the following documents from Bohler Engineering, unless otherwise noted:

- Plan set consisting of Thirty-Five (35) sheets titled "Byers Station Amended Final PRD Plans (Final Plan for Lot 2B of Parcel 5C)" dated March 15, 2022, last revised May 31, 2024.
- Response Letter from Bohler Engineering, dated May 31, 2024.

G&A, as well as the other Township Consultants have completed our fifth review of the above referenced Amended Final Plans for compliance with the Conditions of Tentative Approval Byers Station PRD, Township Zoning Ordinance, Subdivision and Land Development Ordinance, as well as the Stormwater Management Ordinance, and find all of our outstanding comments have been satisfactorily addressed. **Therefore, the plans are in a position for recording contingent upon execution of all development agreements as well as establishment of financial security in the amount of \$737,464.81 in a form deemed acceptable to the Township Solicitor.** A spreadsheet detailing the determination of this value is attached.

Please let me know if you have any questions.

Mr. Tony Scheivert
Upper Uwchlan Township Manager
Reference: Parcel 5C (Byers Station) – Lot 2B
Amended Final PRD Plans – Fifth Review - FINAL
Upper Uwchlan Township, Chester County, PA

Page – 2 –

File No.: 03-0434.07
June 26, 2024

Sincerely,

David N. Leh

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

Attachment: Escrow Spreadsheets

cc: Upper Uwchlan Township Planning Commission Members
Upper Uwchlan Township Board of Supervisors
Kristin S. Camp, Esq., BBM&M
Christopher J. Williams, P.E., Bowman
David Schlott, P.E., ARRO Consulting, Inc.
Matt Brown, P.E., DEE – UUTMA Authority Administrator
Alyson Zarro, Esq. – RRHC
Chris Puzinas, P.E., Bohler Engineering
Guy DiMartino, P.E., TPD
Allan Greenberg Applicant
Gwen Jonik, Township Secretary

ESCROW STATUS REPORT

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

PROJECT NAME: BYERS STATION PARCEL 5C / LOT 2B

SUMMARY OF ESCROW ACCOUNT

PROJECT NUMBER:

TOTAL CONSTRUCTION (100%) = \$ 670,422.55
TOWNSHIP SECURITY (10%) = \$ 67,042.26

PROJECT SPONSOR: PROSPERITY PROPERTY INVESTMENT:
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP

GRAND TOTAL ESCROWED = \$ 737,464.81

RELEASE NO.: 0
REQUEST DATE:

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
A. CLEARING & GRUBBING												
1. UTILITY POLE RELOCATION		EA	2	\$ 10,000.00	\$ 20,000.00	\$ -	\$ -	2	\$ 20,000.00			
2. STORM STRUCTURE / PIPE REMOVAL		LS	1	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	1	\$ 7,000.00			
3. CLEARING / GRUBBING		LS	1	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	1	\$ 3,000.00			0%
SUBTOTAL ITEM A					\$ 30,000.00	\$ -	\$ -			\$ 30,000.00		0%
B. E&S CONTROL												
1. CONSTRUCTION ENTRANCES		EA	2	\$ 3,500.00	\$ 7,000.00	\$ -	\$ -	2	\$ 7,000.00			
2. CONCRETE WASHOUT		EA	2	\$ 500.00	\$ 1,000.00	\$ -	\$ -	2	\$ 1,000.00			0%
2. 18" SILT SOCK		LF	515	\$ 7.50	\$ 3,862.50	\$ -	\$ -	515	\$ 3,862.50			0%
3. 24" SILT SOCK		LF	100	\$ 9.75	\$ 975.00	\$ -	\$ -	100	\$ 975.00			0%
4. EROSION CONTROL MATTING		SF	16,500	\$ 0.17	\$ 2,805.00	\$ -	\$ -	16,500	\$ 2,805.00			0%
5. INLET PROTECTION		EA	12	\$ 225.00	\$ 2,700.00	\$ -	\$ -	12	\$ 2,700.00			0%
6. TOPSOIL STOCKPILE		LS	1	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	1	\$ 1,000.00			0%
7. TEMP SEED & MULCH		SF	91,163	\$ 0.03	\$ 2,734.89	\$ -	\$ -	91,163	\$ 2,734.89			0%
8. PERMANENT SEED & MULCH		SF	91,163	\$ 0.07	\$ 6,381.41	\$ -	\$ -	91,163	\$ 6,381.41			0%
SUBTOTAL ITEM B					\$ 28,458.80	\$ -	\$ -			\$ 28,458.80		0%
C. CONCRETE												
1. CONCRETE PAVING		SF	1,200	\$ 10.00	\$ 12,000.00	\$ -	\$ -	1,200	\$ 12,000.00			
2. CONCRETE FORMING		LF	100	\$ 100.00	\$ 10,000.00	\$ -	\$ -	100	\$ 10,000.00			
SUBTOTAL ITEM C					\$ 22,000.00	\$ -	\$ -			\$ 22,000.00		0%
D. STORM SEWER												
1. 15" HDPE		LF	1212	\$ 60.00	\$ 72,720.00	\$ -	\$ -	1,212	\$ 72,720.00			0%
2. STD TYPE C INLET		EA	3	\$ 2,000.00	\$ 6,000.00	\$ -	\$ -	3	\$ 6,000.00			0%
3. LOWER HOOD OF EXISTING INLET		EA	1	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	1	\$ 1,000.00			0%
4. STD TYPE M INLET		EA	9	\$ 2,000.00	\$ 18,000.00	\$ -	\$ -	9	\$ 18,000.00			0%
5. STORM MANHOLE		EA	2	\$ 2,500.00	\$ 5,000.00	\$ -	\$ -	2	\$ 5,000.00			0%
6. WATER QUALITY INLET		EA	12	\$ 1,500.00	\$ 18,000.00	\$ -	\$ -	12	\$ 18,000.00			0%
7. TIE INTO EXISTING STORM SYSTEM		EA	2	\$ 2,500.00	\$ 5,000.00	\$ -	\$ -	2	\$ 5,000.00			0%
SUBTOTAL ITEM D					\$ 125,720.00	\$ -	\$ -			\$ 125,720.00		0%

ESCROW STATUS REPORT

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

PROJECT NAME: BYERS STATION PARCEL 5C / LOT 2B

SUMMARY OF ESCROW ACCOUNT

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PROJECT SPONSOR: PROSPERITY PROPERTY INVESTMENT
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP

GRAND TOTAL ESCROWED = \$ 737,464.81

RELEASE NO.: 0
REQUEST DATE:

ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
E. PAVING & CURBING												
1. 5" 2A MODIFIED	SY	3,445	\$6.00	\$	20,670.00	\$	-	\$	-	3,445	\$ 20,670.00	0%
2. 6" 25MM BASE	SY	3,445	\$21.00	\$	72,345.00	\$	-	\$	-	3,445	\$ 72,345.00	0%
3. 3" 19MM BINDER	SY	3,445	\$14.25	\$	49,091.25	\$	-	\$	-	3,445	\$ 49,091.25	0%
4. CLEAN & TACK	SY	3,445	\$1.00	\$	3,445.00	\$	-	\$	-	3,445	\$ 3,445.00	0%
5. 1.5" 9.5MM WEARING	SY	3,445	\$9.50	\$	32,727.50	\$	-	\$	-	3,445	\$ 32,727.50	0%
6. DUMPSTER PAD	SF	812	\$8.00	\$	6,496.00	\$	-	\$	-	812	\$ 6,496.00	0%
7. CONCRETE CURB	LF	1,727	\$20.00	\$	34,540.00	\$	-	\$	-	1,727	\$ 34,540.00	0%
8. CONCRETE SIDEWALK	SF	6,474	\$10.00	\$	64,740.00	\$	-	\$	-	6,474	\$ 64,740.00	0%
9. ADA Ramps / DWS	EA	10	\$1,000.00	\$	10,000.00	\$	-	\$	-	10	\$ 10,000.00	0%
10. STAMPED ASHPALT	SF	911	\$5.00	\$	4,555.00	\$	-	\$	-	911	\$ 4,555.00	0%
SUBTOTAL ITEM E					\$ 298,609.75	\$	-	\$	-		\$ 298,609.75	0%
F. SANITARY SEWER												
1. LATERAL TEE / WYE CONNECTIONS	EA	6	\$135.00	\$	810.00	\$	-	\$	-	6	\$ 810.00	0%
2. SANITARY CONNECTION EXCAVATION AND INSTALLATION	CY	36	\$100.00	\$	3,600.00	\$	-	\$	-	36	\$ 3,600.00	0%
3. SANITARY CLEAN OUTS	EA	6	\$300.00	\$	1,800.00	\$	-	\$	-	6	\$ 1,800.00	0%
4. SANITARY VENT	EA	2	\$300.00	\$	600.00	\$	-	\$	-	2	\$ 600.00	
5. 6" PVC	LF	487	\$32.00	\$	15,584.00	\$	-	\$	-	487	\$ 15,584.00	
6. OBSERVATION AND TESTING	EA	1	\$1,000.00	\$	1,000.00	\$	-	\$	-	1	\$ 1,000.00	
SUBTOTAL ITEM F					\$ 23,394.00	\$	-	\$	-		\$ 23,394.00	0%
G. LANDSCAPING												
1. SHADE TREES	EA	45	\$600.00	\$	27,000.00	\$	-	\$	-	45	\$ 27,000.00	
2. EVERGREEN TREES	EA	62	\$380.00	\$	23,560.00	\$	-	\$	-	62	\$ 23,560.00	
3. ORNIMENTAL TREES	EA	36	\$375.00	\$	13,500.00	\$	-	\$	-	36	\$ 13,500.00	
4. EVERGREEN SHRUBS AND DECIDIOUS (18"-24")	EA	126	\$55.00	\$	6,930.00	\$	-	\$	-	126	\$ 6,930.00	
5. EVERGREEN SHRUBS AND DECIDIOUS (24"-30")	EA	254	\$65.00	\$	16,510.00	\$	-	\$	-	254	\$ 16,510.00	
6. EVERGREEN SHRUBS AND DECIDIOUS (30"-36")	EA	5	\$70.00	\$	350.00	\$	-	\$	-	5	\$ 350.00	
7. EVERGREEN SHRUBS AND DECIDIOUS (3'-4')	EA	65	\$85.00	\$	5,525.00	\$	-	\$	-	65	\$ 5,525.00	
8. ORNIMENTAL GRASSES	EA	17	\$12.00	\$	204.00	\$	-	\$	-	17	\$ 204.00	
SUBTOTAL ITEM G					\$ 93,579.00	\$	-	\$	-		\$ 93,579.00	0%
H. MISCELLANEOUS												
1. STREET LIGHTS (Single LED)	EA	8	\$5,300.00	\$	42,400.00	\$	-	\$	-	8	\$ 42,400.00	
2. STREET LIGHTS (Double LED)	EA	1	\$6,500.00	\$	6,500.00	\$	-	\$	-	1	\$ 6,500.00	0%
3. DECORATIVE ARM - MOUNTED LUMINAIRE	EA	5	\$6,500.00			\$	-	\$	-	5	\$ -	
4. SIGNS	EA	16	\$225.00	\$	3,600.00	\$	-	\$	-	16	\$ 3,600.00	0%
5. PAVEMENT MARKINGS	LS	1	\$5,000.00	\$	5,000.00	\$	-	\$	-	1	\$ 5,000.00	0%
6. ASBUILT PLANS	LS	1	\$10,000.00	\$	10,000.00	\$	-	\$	-	1	\$ 10,000.00	
7. MONUMENTATION	EA	10	\$250.00	\$	2,500.00	\$	-	\$	-	10	\$ 2,500.00	0%
8. 6' PVC FENCING	LF	289	\$49.00	\$	14,161.00	\$	-	\$	-	289	\$ 14,161.00	0%
SUBTOTAL ITEM H					\$ 84,161.00	\$	-	\$	-		\$ 84,161.00	0%

ESCROW STATUS REPORT

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

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ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)		PERCENT COMPLETE	
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT
	TOTAL IMPROVEMENTS - ITEMS A-H				\$ 670,422.55		\$ -	\$ -	\$ -	\$ 670,422.55		0%
I.	RETAINAGE (10%)						\$ -	\$ -	\$ -	\$ -		
J.	TOWNSHIP SECURITY (10%)				\$ 67,042.26		\$ -	\$ -	\$ -	\$ 67,042.26		0%
NET CONSTRUCTION RELEASE							\$ -	\$ -	\$ -	\$ 737,464.81		
SURETY AMOUNT					\$ 737,464.81		\$ -	\$ -	\$ -			

EXHIBIT "C"

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

WE, THE UNDERSIGNED, HEREBY:

A. CERTIFY that the work and Improvements, described hereinbelow, completion of which is provided under and by that certain Financial Security Agreement between Upper Uwchlan Township ("Township") and Celebree Property Investments, LLC, ("Developer"), dated _____, 20_____, concerning the construction, installation and completion of Improvements in the "Byers Station Parcel 5C Lot 2B" PRD have been completed to the extent of the amount indicated in item I below; and

B. AUTHORIZE [Insert Name of Financial Institution], pursuant to the Financial Security Agreement, **TO REDUCE** the Financial Security, in the nature of a letter of credit by the Financial Institution to guaranty, among other things, the completion of said work and Improvements, to the extent of the amount indicated in item II 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**

Township Engineer

Chairperson, Board of Supervisors

Date	Manager
-------------	----------------

Manager

PREPARED BY & RETURN TO:

Riley Riper Hollin & Colagreco
Attn.: Alyson M. Zarro, Esquire
717 Constitution Drive, Suite 201
P.O. Box 1265
Exton, PA 19341

UPI No. 32-4-1090.1

**SECOND AMENDMENT TO STORMWATER BEST MANAGEMENT PRACTICES
(BMPs) AND CONVEYANCES OPERATIONS AND MAINTENANCE AGREEMENT**

This SECOND AMENDMENT TO STORMWATER BEST MANAGEMENT PRACTICES (BMPs) AND CONVEYANCES OPERATIONS AND MAINTENANCE AGREEMENT (“Second Amendment”) is made this _____ day of _____, 2024, by and between CELEBREE PROPERTY INVESTMENTS, LLC, formerly known as PROSPERITY PROPERTY INVESTMENTS, LLC, a Maryland limited liability company (“Lot 2B Landowner”); and UPPER UWCHLAN TOWNSHIP, Chester County, Pennsylvania (“Township”).

WITNESSETH:

WHEREAS, Lot 2B Landowner is the owner of certain real property containing approximately 3.971 acres, located in Upper Uwchlan, Chester County, identified as “Lot 2B” on a Minor Subdivision Plan prepared by Bohler Engineering dated November 4, 2019, which was recorded in Plan Book No. 20781 (“Minor Subdivision Plan”), pursuant to a deed recorded in the Office of the Chester County Recorder of Deeds in Book 10892, Page 345, being UPI No. 32-4-1090.1; and

WHEREAS, the Minor Subdivision Plan subdivided a parcel of land into two lots identified as “Lot 2A” and “Lot 2B” on the Minor Subdivision Plan; and

WHEREAS, prior to the subdivision of Lot 2A and Lot 2B, a predecessor in title to Lot 2A and Lot 2B, Byers Commercial LP (“Prior Landowner”), entered into a Stormwater Best Management Practices (BMPs) Operations and Maintenance Agreement with the Township for the real property comprising Lot 2A and Lot 2B, which was recorded in the Office of the Chester County Recorder of Deeds in Book 9672, Page 195 (“Agreement”); and

WHEREAS, the Agreement provided for the construction, operation, maintenance and inspection of stormwater BMPs and Conveyances on Lot 2A identified as Bioretention Basin #1, Bioretention Basin #2 and stormwater management inlets and piping connecting to a residential townhome development on real property identified as “Lot 1” in the Agreement

(“Existing Stormwater Management Facilities”); and

WHEREAS, pursuant to: (i) a Declaration of Easements dated January 30, 2019 and effective February 1, 2019, which was recorded in the Office of the Chester County Recorder of Deeds in Book 9887, Page 1589; and (ii) a Declaration of Covenants, Easements, Conditions and Restrictions for Villages at Chester Springs, a Planned Community, which was recorded in the Office of the Chester County Recorder of Deeds in Book 9856, Page 1185, the obligation for the long-term operation and maintenance of the Existing Stormwater Management Facilities was delegated to the Villages at Chester Springs Community Association, Inc.; and

WHEREAS, the long-term operation and maintenance of the Existing Stormwater Management Facilities continues to be the responsibility of the Village at Chester Springs Community Association, Inc.; and

WHEREAS, after the subdivision of Lot 2A and Lot 2B, the owner of Lot 2A and the predecessor in title to Lot 2B, entered into an First Amendment to Stormwater Best Management Practices (BMPs) and Conveyances Operations and Maintenance Agreement dated November 17, 2020, which was recorded in the Office of the Chester County Recorder of Deeds in Book 10350, Page 1983 (“First Amendment”), which is attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, the First Amendment provided for the long-term operation and maintenance of the Stormwater BMPs and Conveyances on Lot 2A which include Vegetated Swales #12, #13, #14, #15 and #16, storm pipes and accessories and appurtenances thereto located on Lot 2A, but exclude the Existing Stormwater Management Facilities located on Lot 2A (“Lot 2A Stormwater Management Facilities”); and

WHEREAS, pursuant to: (i) the Agreement as amended by the First Amendment; (ii) a Declaration of Easements dated January 30, 2019 and effective February 1, 2019, which was recorded in the Office of the Chester County Recorder of Deeds in Book 9887, Page 1589 as amended by a First Amendment to Declaration of Easements, which was recorded in the Office of the Chester County Recorder of Deeds in Book 10345, Page 583; and (iii) a Declaration of Covenants, Easements, Conditions and Restrictions for Enclave at Chester Springs, a Planned Community, which was recorded in the Office of the Chester County Recorder of Deeds in Book 10658, Page 537, the obligation for the long-term operation and maintenance of the Lot 2A Stormwater Management Facilities was delegated to the Enclave at Chester Springs Community Association, Inc.; and

WHEREAS, the Agreement as amended by the First Amendment contemplated that Lot 2B would be developed in the future by the Lot 2B Landowner at which time the Lot 2B Landowner would further amend the Agreement, as amended by the First Amendment, upon the approval of the Township with respect to Lot 2B to establish the responsibilities for the construction, operation, maintenance and inspection of new stormwater BMPs and Conveyances on Lot 2B; and

WHEREAS, the Lot 2B Landowner has received approval from the Township and is proceeding to build and develop Lot 2B with a commercial development in accordance with “Byers Station” Amended Final PRD Plans (Final Plan for Lot 2B of Parcel 5C) prepared by Bohler Engineering, Sheets 1 through 35, dated March 15, 2022 and last revised May 31, 2024 (“Lot 2B Final Plan”); and

WHEREAS, the Lot 2B Final Plan includes Post Construction Stormwater Management Plans (“Lot 2B O&M Plan”), which are attached hereto as Exhibit “B” and made a part hereof, which provide for the construction of Stormwater BMPs and Conveyances on Lot 2B, including Vegetated Swale #11, Vegetated Swale #17, storm pipes and accessories and appurtenances thereto (“Lot 2B BMPs and Conveyances”); and

WHEREAS, the Lot 2B Landowner and the Township desire to amend and supplement the Agreement as amended by the First Amendment with respect to Lot 2B to establish the construction, operation, maintenance and inspection requirements for the Lot 2B BMPs and Conveyances on Lot 2B as set forth herein.

NOW THEREFORE, intending to be legally bound, the parties hereby agree as follows:

1. The foregoing recitals of this Second Amendment are incorporated as terms of this Second Amendment as if fully set forth in the body of this Second Amendment.

2. The Lot 2B Landowner shall construct the Lot 2B BMPs and Conveyances in accordance with the Final Plan as approved by the Township.

3. The Lot 2B Landowner shall inspect, operate and maintain the Lot 2B BMPs and Conveyances on Lot 2B as shown on the Lot 2B O&M Plan in good working order acceptable to the Township and in accordance with the specific inspection and maintenance requirements in the approved Lot 2B O&M Plan.

4. The Lot 2B Landowner shall, further, provide annual written Inspection and Maintenance Reports for the Lot 2B BMPs and Conveyances on Lot 2B shown on the Lot 2B O&M Plan to the Township.

5. The Lot 2B Landowner hereby grants permission to the Township, its authorized agents and employees, to enter upon Lot 2B from a public right-of-way or roadway, at reasonable times and upon presentation of proper identification, to inspect the Lot 2B BMPs and Conveyances whenever it deems necessary for compliance with the Second Amendment, the Lot 2B O&M Plan and the Township’s Stormwater Management Ordinance. Whenever possible, the Township shall notify the Lot 2B Landowner in writing prior to entering Lot 2B.

6. The Township intends to inspect the Lot 2B BMPs and Conveyances at a minimum of once every three (3) years to determine if they continue to function as required.

7. The Lot 2B 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 Lot 2B BMP or Conveyance that is constructed as part of the approved Lot 2B O&M Plan;
- b. Place any structure, fill, landscaping, additional vegetation, yard waste, brush cuttings, or other debris into a Lot 2B BMP or Conveyance that would limit or alter the functioning of the Lot 2B BMP or Conveyance;
- c. Allow the Lot 2B BMP or Conveyance to exist in a condition which does not conform to the approved Lot 2B 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.

8. In the event that the Lot 2B Landowner fails to operate and maintain the Lot 2B BMPs and Conveyances on Lot 2B as shown on the Lot 2B O&M Plan in good working order acceptable to the Township, the Township shall send written notice to the Lot 2B Landowner specifying the areas of non-compliance and the steps that shall be taken to cure the noncompliance. In the event that the Lot 2B Landowner does not cure the noncompliance within thirty (30) days of the date thereof, or diligently pursue compliance in circumstances where compliance is not possible within thirty (30) days due to weather conditions or where otherwise determined by the Township in an emergency situation that notice is not practical or expedient, the Lot 2B Landowner shall be in violation of the Agreement as amended by the First Amendment and as further amended by this Second Amendment, and the Lot 2B 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 the Agreement as amended by the First Amendment and as further amended by this Second Amendment, enter upon Lot 2B and take whatever action is deemed necessary to maintain said Lot 2B BMPs and Conveyances. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall the Agreement as amended by the First Amendment and as further amended by this Second Amendment be construed to impose any such obligation on the Township.

9. In the event that the Township, pursuant to the Agreement as amended by the First Amendment and as further amended by the Second Amendment, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like in connection with the Lot 2B BMPs and Conveyances, the Lot 2B Landowner shall reimburse the Township for all reasonable expenses (direct and indirect) incurred within thirty (30) days of delivery of an invoice from the Township. Failure of the Lot 2B Landowner to make prompt payment to the Township may result in enforcement proceedings, which may include the filing of a lien against Lot 2B, which filing is expressly authorized by the Lot 2B Landowner.

10. The intent and purpose of this Second Amendment is to ensure the proper maintenance of the on-site Lot 2B BMPs and Conveyances by the Lot 2B Landowner; provided, however, that this Second Amendment shall not be deemed to create any additional liability on any party for damage alleged to result from or be caused by stormwater runoff.

11. The Lot 2B Landowner, for itself and its successors and assigns 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 Lot 2B BMPs and Conveyances either by the Lot 2B 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 Lot 2B Landowner, and the Lot 2B Landowner shall defend, at its 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 Lot 2B Landowner shall pay all damages, judgments or claims and any reasonable 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.

12. The Township may enforce this Second Amendment in accordance with its Stormwater Ordinance, at law or in equity, against the Lot 2B Landowner for breach of this Second Amendment. 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 Second Amendment.

13. Failure or delay in enforcing any provision of this Second Amendment shall not constitute a waiver by the Township of its rights of enforcement hereunder.

14. The Lot 2B Landowner shall inform future buyers of Lot 2B about the function of, operation, inspection and maintenance requirements of the Lot 2B BMPs and Conveyances prior to the purchase of Lot 2B or a portion thereof by said future buyer(s) and upon conveyance of Lot 2B, the future buyer assumes all responsibilities as Lot 2B Landowner and must comply with all components of the Agreement as amended by the First Amendment and as further amended by this Second Amendment.

15. This Second Amendment shall insure to the benefit of and be binding upon, the Township and the Lot 2B Landowner, as well as their successors and assigns.

16. Except as amended hereby, the Agreement as amended by the First Amendment and the Second Amendment shall remain in full force and effect.

This Second Amendment shall be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, and shall constitute a covenant running with Lot 2B until such time that the Township may approve a different development scheme for Lot 2B or different BMPs and Conveyances than those depicted on the Lot 2B O&M Plan. In the event of such approval, further amendment to the Agreement or an extinguishment and termination of the Agreement as amended, as applicable, shall be recorded in the Office of the Chester County Recorder of Deeds.

SIGNATURE PAGE TO FOLLOW

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

LOT 2B LANDOWNER:

Witness/Attest:

CELEBREE PROPERTY INVESTMENTS,
LLC, a Maryland limited liability company

By: _____
Name:
Title:

By: _____
Richard O. Huffman, III, Manager

ATTEST:

UPPER UWCHLAN TOWNSHIP

By: _____
Name:
Title:

By: _____
Jennifer Baxter, Chairperson

STATE OF MARYLAND

:

: ss

COUNTY OF _____

:

On the _____ day of _____, 2024, before me, a Notary Public in and for the above County and State, personally appeared Richard O. Huffman, III, who acknowledged himself to be the Manager of CELEBREE PROPERTY INVESTMENTS, LLC, a Maryland limited liability company, and that he as such officer, being authorized to do so, 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

(Notarial Seal)

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF CHESTER :

On this, the _____ day of _____, 2024, before me, a Notary Public, the undersigned officer, personally appeared, Jennifer Baxter, who acknowledged herself to be the Chairperson of the Board of Supervisors of UPPER UWCHLAN TOWNSHIP, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

(Notarial Seal)

My Commission Expires:

EXHIBIT “A”

First Amendment and Agreement

PREPARED BY & RETURN TO:

Riley Riper Hollin & Colagreco
Attn.: Alyson M. Zarro, Esquire
717 Constitution Drive, Suite 201
P.O. Box 1265
Exton, PA 19341

UPI No. 32-4-1090

Book 10350 Pg. 1983

2020 NOV 20 PM 2:12
RECORDED IN CANTERBURY
TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

**FIRST AMENDMENT TO STORMWATER BEST MANAGEMENT PRACTICES
(BMPs) AND CONVEYANCES OPERATIONS AND MAINTENANCE AGREEMENT**

This FIRST AMENDMENT TO STORMWATER BEST MANAGEMENT PRACTICES (BMPs) AND CONVEYANCES OPERATIONS AND MAINTENANCE AGREEMENT (“Amendment”) is made this 17th day of November, 2020, by and among TOLL MID-ATLANTIC LP COMPANY, INC., a Delaware corporation (“Lot 2A Landowner”); BYERS RETAIL ACQUISITION LIMITED PARTNERSHIP, a Pennsylvania limited partnership (“Lot 2B Landowner”); and UPPER UWCHLAN TOWNSHIP, Chester County, Pennsylvania (“Township”).

WITNESSETH:

WHEREAS, Lot 2A Landowner is the owner of certain real property containing approximately 9.468 acres, located in Upper Uwchlan, Chester County, identified as “Lot 2A” on a Minor Subdivision Plan prepared by Bohler Engineering dated November 4, 2019, which was recorded in Plan Book No. 20781 (“Minor Subdivision Plan”), pursuant to a deed recorded in the Office of the Chester County Recorder of Deeds in Book 10345, Page 568, being part of UPI No. 32-4-1090; and

WHEREAS, Lot 2B Landowner is the owner of certain real property containing approximately 3.971 acres, located in Upper Uwchlan, Chester County, identified as “Lot 2B” on the Minor Subdivision Plan, pursuant to a deed recorded in the Office of the Chester County Recorder of Deeds in Book 9887, Page 1634, being part of UPI No. 32-4-1090; and

WHEREAS, prior to the subdivision of Lot 2A and Lot 2B, the predecessor in title to Lot 2A and Lot 2B, Byers Commercial LP (“Prior Landowner”), entered into a Stormwater Best Management Practices (BMPs) Operations and Maintenance Agreement with the Township for the real property comprising Lot 2A and Lot 2B, which was recorded in the Office of the Chester County Recorder of Deeds in Book 9672, Page 195 (“Agreement”), a copy of which is attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, the Agreement provides for the construction, operation, maintenance and inspection of stormwater BMPs and Conveyances on Lot 2A identified as Bioretention Basin #1, Bioretention Basin #2 and stormwater management inlets and piping connecting to a residential townhome development on real property identified as "Lot 1" in the Agreement ("Existing Stormwater Management Facilities"); and

WHEREAS, pursuant to: (i) the Agreement; (ii) a Declaration of Easements dated January 30, 2019 and effective February 1, 2019, which was recorded in the Office of the Chester County Recorder of Deeds in Book 9887, Page 1589; and (iii) a Declaration of Covenants, Easements, Conditions and Restrictions for Villages at Chester Springs, a Planned Community, which was recorded in the Office of the Chester County Recorder of Deeds in Book 9856, Page 1185, the obligation for the long-term operation and maintenance of the Existing Stormwater Management Facilities was delegated to the Villages at Chester Springs Community Association, Inc.; and

WHEREAS, the long-term operation and maintenance of the Existing Stormwater Management Facilities continues to be the responsibility of the Village at Chester Springs Community Association, Inc.; and

WHEREAS, the Lot 2A Landowner has received approval from the Township and is proceeding to build and develop Lot 2A with a new residential townhome development known as the Enclave at Chester Springs in accordance with "Amended Final PRD Plans, 'Final Plan for Lot 2A of Parcel 5C'" prepared by Bohler Engineering, Sheets 1 through 41, dated August 16, 2019 and last revised October 8, 2020 ("Lot 2A Final Plan"); and

WHEREAS, the Lot 2A Final Plan includes Post Construction Stormwater Management Plans ("Lot 2A O&M Plan"), which are attached hereto as Exhibit "B" and made a part hereof, which provide for the construction of additional stormwater BMPs and Conveyances on Lot 2A ("New Lot 2A BMPs and Conveyances"); and

WHEREAS, Lot 2B may be developed in the future by the Lot 2B Landowner at which time the Lot 2B Landowner intends to further amend the Agreement upon the approval of the Township with respect to Lot 2B to establish the responsibilities for the construction, operation, maintenance and inspection of stormwater BMPs and Conveyances on Lot 2B, which shall not require the consent of the Lot 2A Landowner, its successors and assigns; and

WHEREAS, the Lot 2A Landowner, the Lot 2B Landowner and the Township desire to amend and supplement the Agreement with respect to Lot 2A to establish the construction, operation, maintenance and inspection requirements for the New Lot 2A BMPs and Conveyances as set forth herein.

NOW THEREFORE, intending to be legally bound, the parties hereby agree as follows:

1. The foregoing recitals of this Amendment are incorporated as terms of this Amendment as if fully set forth in the body of this Amendment.

2. The Lot 2A Landowner shall construct the New Lot 2A BMPs and Conveyances in accordance with the Final Plan as approved by the Township.

3. The Lot 2A Landowner shall inspect, operate and maintain the New Lot 2A BMPs and Conveyances as shown on the Lot 2A O&M Plan in good working order acceptable to the Township and in accordance with the specific inspection and maintenance requirements in the approved Lot 2A O&M Plan.

4. The Lot 2A Landowner shall, further, provide annual written Inspection and Maintenance Reports for the New Lot 2A BMPs and Conveyances shown on the Lot 2A O&M Plan to the Township.

5. The Lot 2A Landowner hereby grants permission to the Township, its authorized agents and employees, to enter upon Lot 2A from a public right-of-way or roadway, at reasonable times and upon presentation of proper identification, to inspect the New Lot 2A BMPs and Conveyances whenever it deems necessary for compliance with the Amendment, the Lot 2A O&M Plan and the Township's Stormwater Management Ordinance. Whenever possible, the Township shall notify the Lot 2A Landowner prior to entering Lot 2A.

6. The Township intends to inspect the New Lot 2A BMPs and Conveyances at a minimum of once every three (3) years to determine if they continue to function as required.

7. The Lot 2A 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 New Lot 2A BMP or Conveyance that is constructed as part of the approved Lot 2A O&M Plan;
- b. Place any structure, fill, landscaping, additional vegetation, yard waste, brush cuttings, or other debris into a New Lot 2A BMP or Conveyance that would limit or alter the functioning of the New Lot 2A BMP or Conveyance;
- c. Allow the New Lot 2A BMP or Conveyance to exist in a condition which does not conform to the approved Lot 2A 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.

8. In the event that the Lot 2A Landowner fails to operate and maintain the New Lot 2A BMPs and Conveyances as shown on the Lot 2A O&M Plan in good working order

acceptable to the Township, the Township shall send written notice to the Lot 2A Landowner specifying the areas of non-compliance and the steps that shall be taken to cure the noncompliance. In the event that the Lot 2A Landowner does not cure the noncompliance within thirty (30) days of the date thereof, or diligently pursue compliance in circumstances where compliance is not possible within thirty (30) days due to weather conditions or where otherwise determined by the Township in an emergency situation that notice is not practical or expedient, the Lot 2A Landowner shall be in violation of the Agreement as amended by this Amendment, and the Lot 2A 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 the Agreement as amended by this Amendment, enter upon Lot 2A and take whatever action is deemed necessary to maintain said New Lot 2A BMPs and Conveyances. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall the Agreement as amended by this Amendment be construed to impose any such obligation on the Township.

9. In the event that the Township, pursuant to the Agreement as amended by this Amendment, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like in connection with the New Lot 2A BMPs and Conveyances, the Lot 2A Landowner shall reimburse the Township for all reasonable expenses (direct and indirect) incurred within thirty (30) days of delivery of an invoice from the Township. Failure of the Lot 2A Landowner to make prompt payment to the Township may result in enforcement proceedings, which may include the filing of a lien against Lot 2A, which filing is expressly authorized by the Lot 2A Landowner.

10. The intent and purpose of this Amendment is to ensure the proper maintenance of the on-site New Lot 2A BMPs and Conveyances by the Lot 2A Landowner; provided, however, that this Amendment shall not be deemed to create any additional liability on any party for damage alleged to result from or be caused by stormwater runoff.

11. The Lot 2A Landowner, for itself and its successors and assigns 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 New Lot 2A BMPs and Conveyances either by the Lot 2A 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 Lot 2A Landowner, and the Lot 2A Landowner shall defend, at its 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 Lot 2A Landowner shall pay all damages, judgments or claims and any reasonable 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.

12. The Township may enforce this Amendment in accordance with its Stormwater Ordinance, at law or in equity, against the Lot 2A Landowner for breach of this Amendment. 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 Amendment.,

13. Failure or delay in enforcing any provision of this Amendment shall not constitute a waiver by the Township of its rights of enforcement hereunder.

14. The Lot 2A Landowner shall inform future buyers of Lot 2A about the function of, operation, inspection and maintenance requirements of the New Lot 2A BMPs and Conveyances prior to the purchase of Lot 2A or a portion thereof by said future buyer(s) and upon conveyance of Lot 2A, the future buyer assumes all responsibilities as Lot 2A Landowner and must comply with all components of the Agreement as amended by this Amendment. The Homeowners' Association created for the residential development on Lot 2A, known as the Enclave at Chester Springs Community Association, Inc. shall be the successor to the Lot 2A Landowner or its assigns under the Agreement as amended by this Amendment.

15. This Amendment shall insure to the benefit of and be binding upon, the Township and the Lot 2A Landowner and the Lot 2B Landowner, as well as their successors and assigns.

16. Except as amended hereby, the Agreement shall remain in full force and effect.

This Amendment shall be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, and shall constitute a covenant running with Lot 2A until such time that the Township may approve a different development scheme for the Lot 2A or different BMPs and Conveyances than those depicted on the O&M Plan and the Lot 2A O&M Plan. Additionally, the Lot 2B Landowner intends to further record plans and requirements providing for the construction, operation, maintenance and inspection requirements for BMPs and Conveyances that may be constructed on Lot 2B in accordance with plans approved by the Township. In the event of such approval(s), further amendment to this Agreement or an extinguishment and termination of this Agreement, as applicable, shall be recorded in the Office of the Chester County Recorder of Deeds.

SIGNATURE PAGE TO FOLLOW

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

LOT 2A LANDOWNER:

Witness/Attest:

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

By: _____
Name: _____
Title: _____

By: 
Name: Brian Thorin
Title: Senior Vice President

LOT 2B LANDOWNER:

Witness/Attest:

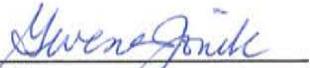
BYERS RETAIL ACQUISITION LIMITED
PARTNERSHIP, a Pennsylvania limited
partnership
By: BYERS RETAIL ACQUISITION GP, LLC,
a Pennsylvania limited liability company,
its general partner

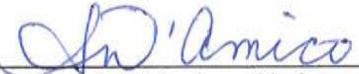
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

UPPER UWCHLAN TOWNSHIP

By: 
Name: Gwen A. Jonik
Title: Township Secretary

By: 
Sandra M. D'Amico, Chairperson

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

LOT 2A LANDOWNER:

Witness/Attest:

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

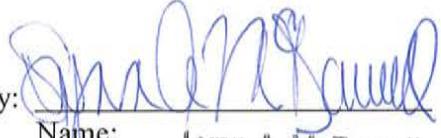
By: _____
Name:
Title:

By: _____
Name:
Title:

LOT 2B LANDOWNER:

Witness/Attest:

BYERS RETAIL ACQUISITION LIMITED
PARTNERSHIP, a Pennsylvania limited
partnership
By: BYERS RETAIL ACQUISITION GP, LLC,
a Pennsylvania limited liability company,
its general partner

By: 
Name: Lynn A. McDowell
Title: Assistant Secretary

By: 
Name: Andrew Broderman
Title: Senior Vice President

ATTEST:

UPPER UWCHLAN TOWNSHIP

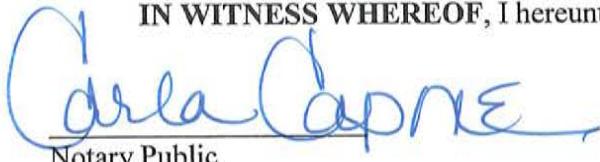
By: _____
Name:
Title:

By: _____
Sandra M. D'Amico, Chairperson

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : ss

On the 12th day of NOV., 2020, before me, a Notary Public in and for the above County and State, personally appeared Brian Thigpen, who acknowledged him/herself to be the President of TOLL MID-ATLANTIC LP COMPANY, INC., a Delaware corporation, and that s/he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained upon full and due authority.

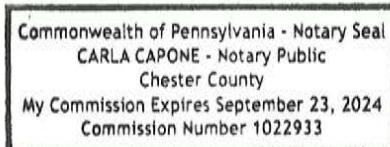
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Carla Capone
Notary Public

(Notarial Seal)

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Delaware : ss

On the 10th day of November, 2020, before me, a Notary Public in and for the above County and State, personally appeared Aaron Brooks, who acknowledged him/herself to be the Sen. Vice Pres. of BYERS RETAIL ACQUISITION GP, LLC, a Pennsylvania limited liability company, general partner of BYERS RETAIL ACQUISITION LIMITED PARTNERSHIP, a Pennsylvania limited partnership, and that s/he as such officer, being authorized to do so, 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.

Diane C. Thomas

Notary Public

(Notarial Seal)

My Commission Expires: 4/30/21

Commonwealth of Pennsylvania - Notary Seal
DIANE C. THOMAS, Notary Public
Delaware County
My Commission Expires April 30, 2021
Commission Number 1165933

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

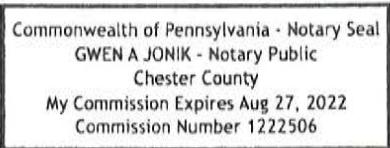
On this, the 17th day of November, 2020, before me, a Notary Public, the undersigned officer, personally appeared, Sandra M. D'Amico, who acknowledged herself to be the Chairperson of the Board of Supervisors of UPPER UWCHLAN TOWNSHIP, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Gwen Jonik

Notary Public

(Notarial Seal)



My Commission Expires:

8/27/2022

EXHIBIT "A"

Agreement

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. Part of 32-4-497



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

THIS AGREEMENT, made and entered into this 11th day of November, 2017, by and between BYERS COMMERCIAL LP, a Pennsylvania limited partnership, (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 11584, Page 2102, and identified as "Lot 2" on "Subdivision and Amended Final PRD Plans" prepared by Bohler Engineering dated May 20, 2016 and last revised December 6, 2017 (hereinafter "Final Plan"), being part of UPI No. 32-4-497 (hereinafter "Property"); and

WHEREAS, the certain improvements required in connection with the development of the lot identified on the Final Plan as "Lot 1" are being constructed on the Property pursuant to the 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 part of the Final Plan and which is attached hereto as

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Receipt #: 17-43981
Rec Fee: \$65.00
Chester County, Recorder of Deeds

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12/21/2017 03:32 PM Page 1 of 10
RILEY RIPER HOLLIN & COLAGRECO

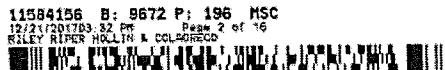
Appendix "A" and made a part hereof, provides for management of stormwater within the confines of the Property through the use of BMP(s) and conveyances; and

WHEREAS, the Township, and the Landowner, for itself and its successors, 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 devices, 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 successors 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 as approved by the Township.
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;

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12/23/2017 8:32 PM Page 3 of 16
NILEY RIVER HOLLIN & COLSGREGO

- c. Allow the BMP or conveyance to exist in a condition which does not conform to the approved O&M Plan or this Agreement; and
- d. Dispose of, discharge, place or otherwise allow pollutants including, but not limited to, deicers, pool additives, household chemicals, and automotive fluids to directly or indirectly enter any BMP or conveyance.

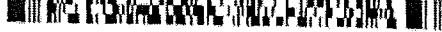
7. In the event that the Landowner fails to operate and maintain the BMP(s) and conveyance(s) as shown on the O&M Plan in good working order acceptable to the Township, the Township shall send written notice to the Landowner specifying the areas of non-compliance and the steps that shall be taken to cure the noncompliance. In the event that the Landowner does not cure the noncompliance within thirty (30) days of the date thereof, or diligently pursue compliance in circumstances where compliance is not possible within thirty (30) days due to weather conditions or where otherwise determined by the Township in an emergency situation that notice is not practical or expedient, the Landowner shall be in violation of this Agreement, and the Landowner agrees that the Township or its representatives may, in addition to and not in derogation or diminution of any remedies available to it under the Stormwater Ordinance or other statutes, codes, rules or regulations, or this Agreement, enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s) and conveyance(s). It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.

8. In the event that the Township, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Township for all reasonable 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.

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12/20/2010 3:32 PM Page 4 of 10
RILEY RAPER HOLLIN & COLAGRECO

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 successors and assigns 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 reasonable 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.

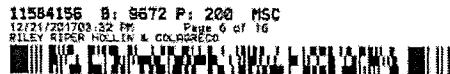
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RILEY, RISER, ROLLIN & COLLAGRECO



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 or a portion thereof by said future buyer(s) and upon conveyance of the Property, the future buyer assumes all responsibilities as Landowner and must comply with all components of this Agreement. The Homeowners' Association created for the residential development shall be the successor to Landowner or its assigns under this Agreement.
14. This Agreement shall insure to the benefit of and be binding upon, the Township and the Landowner, as well as their successors and assigns.

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

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

ATTEST/WITNESS:

LANDOWNER
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,
member
By: TOLL PA GP CORP.,
a Pennsylvania corporation,
its general partner

BY: *Mitchell Gandy*
Name: *Mitchell Gandy*
Title: *Vice President*

ATTEST:

BOARD OF SUPERVISORS OF
UPPER UWCHLAN TOWNSHIP

BY: *Kevin C. Kerr*
Kevin C. Kerr, Chairperson

11584156 B: 9672 Pt: 201 MSC
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RILEY ROPER HOLLIN & COLGREGG



COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Chester : ss

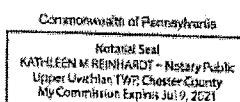
On this, the 14th day of November, 2017, before me, a Notary Public, the undersigned officer, personally appeared, Christopher Kryzby who acknowledged him/herself to be the Vice President of TOLL PA GP CORP., a Pennsylvania corporation, general partner of TOLL PA II, L.P., a Pennsylvania limited partnership, member of BYERS COMMERCIAL LLC, a Delaware limited liability company, general partner of BYERS COMMERCIAL LP, a Pennsylvania limited partnership and that s/he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Kathleen M Reinhardt
Notary Public

(Notarial Seal)

My Commission Expires: 7/9/21



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RILEY REEDER HOLLIN & CO, LLC



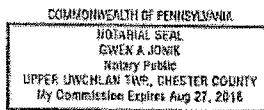
COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF CHESTER :

On this, the 18 day of December, 2017, before me, a Notary Public, the undersigned officer, personally appeared, Kevin C. Kerr, who acknowledged himself to be the Chairperson of the Board of Supervisors of UPPER UWCHLAN TOWNSHIP, and that he as such Chairperson, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by him/herself as Chairperson.

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

Gwen Jonik

Notary Public
(Notarial Seal)



My Commission Expires: 8/27/18

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APPENDIX "A"

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RILEY PIPER MULLIN & COLOMBO

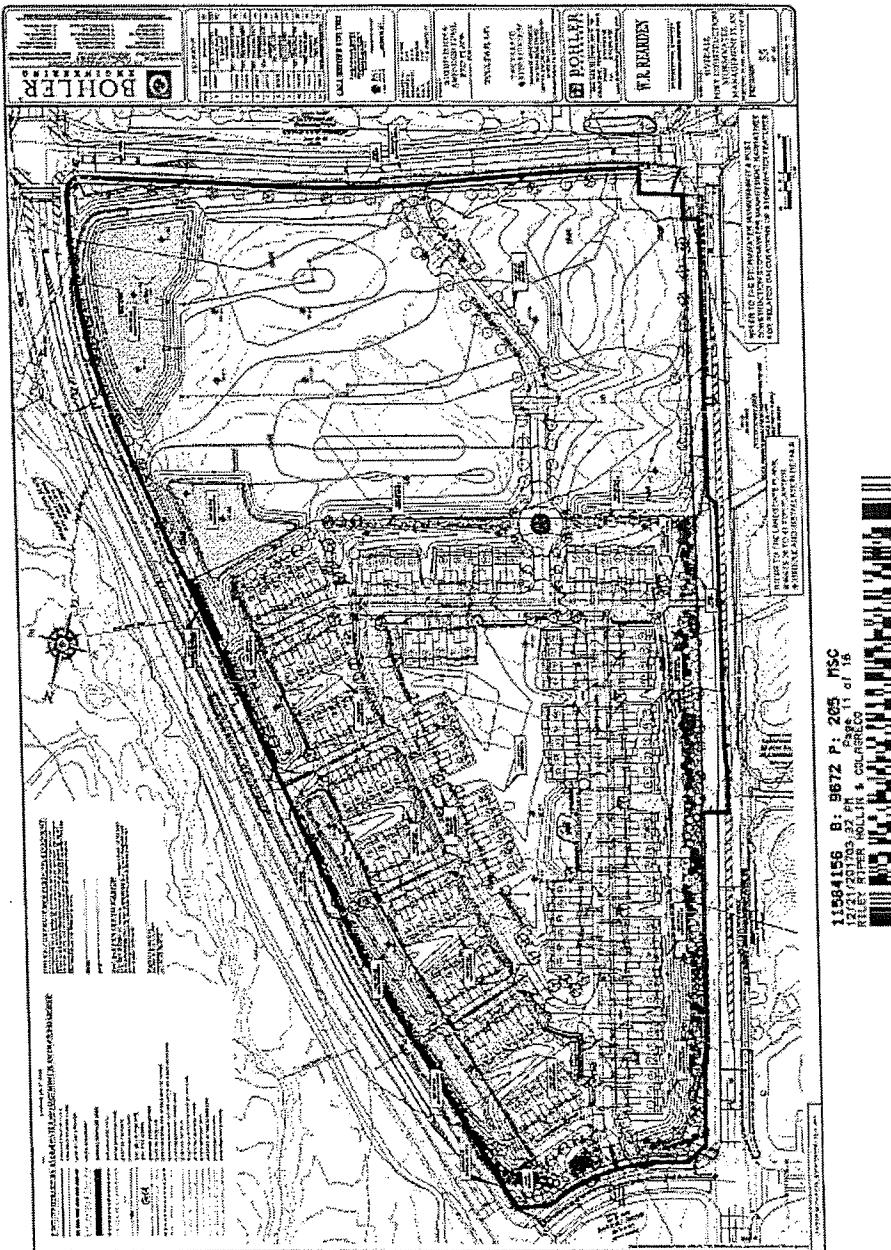


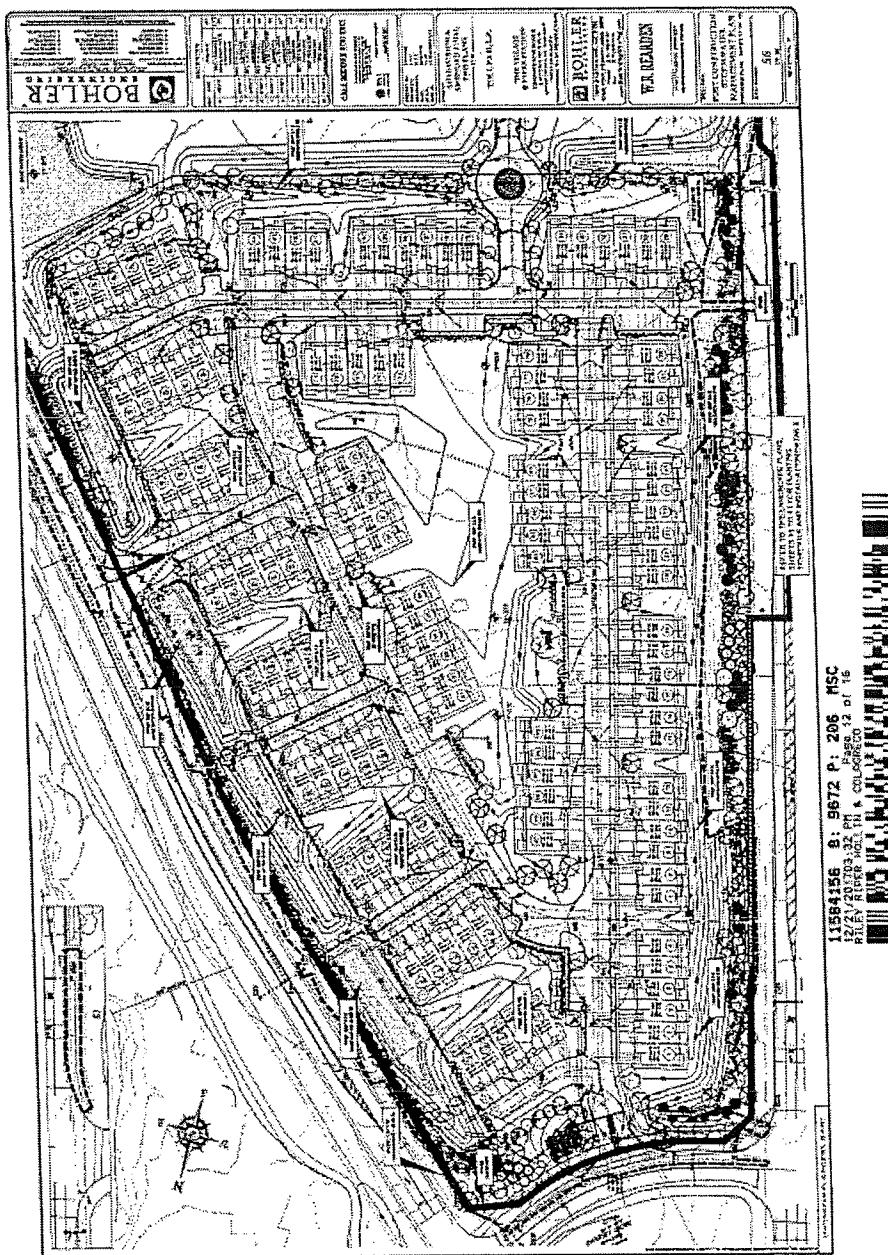
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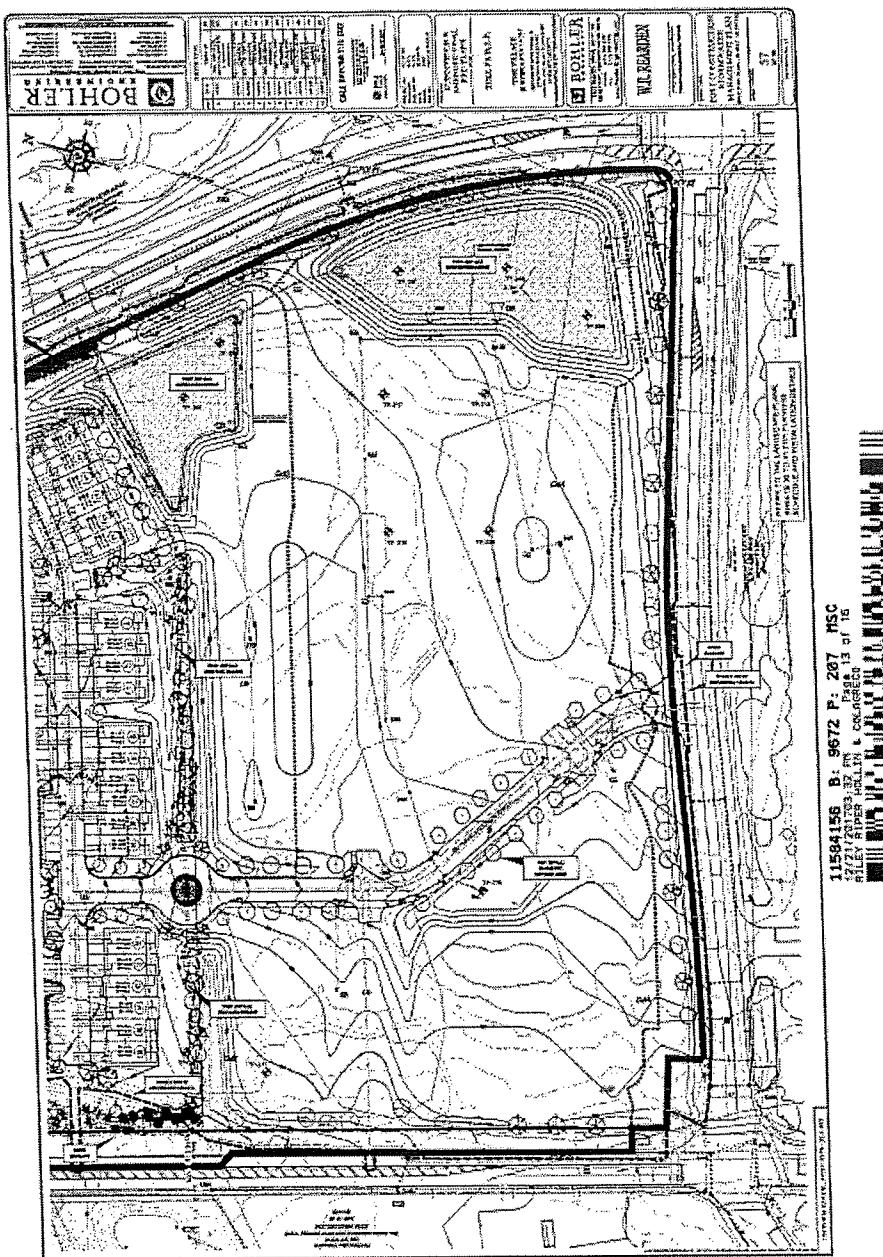
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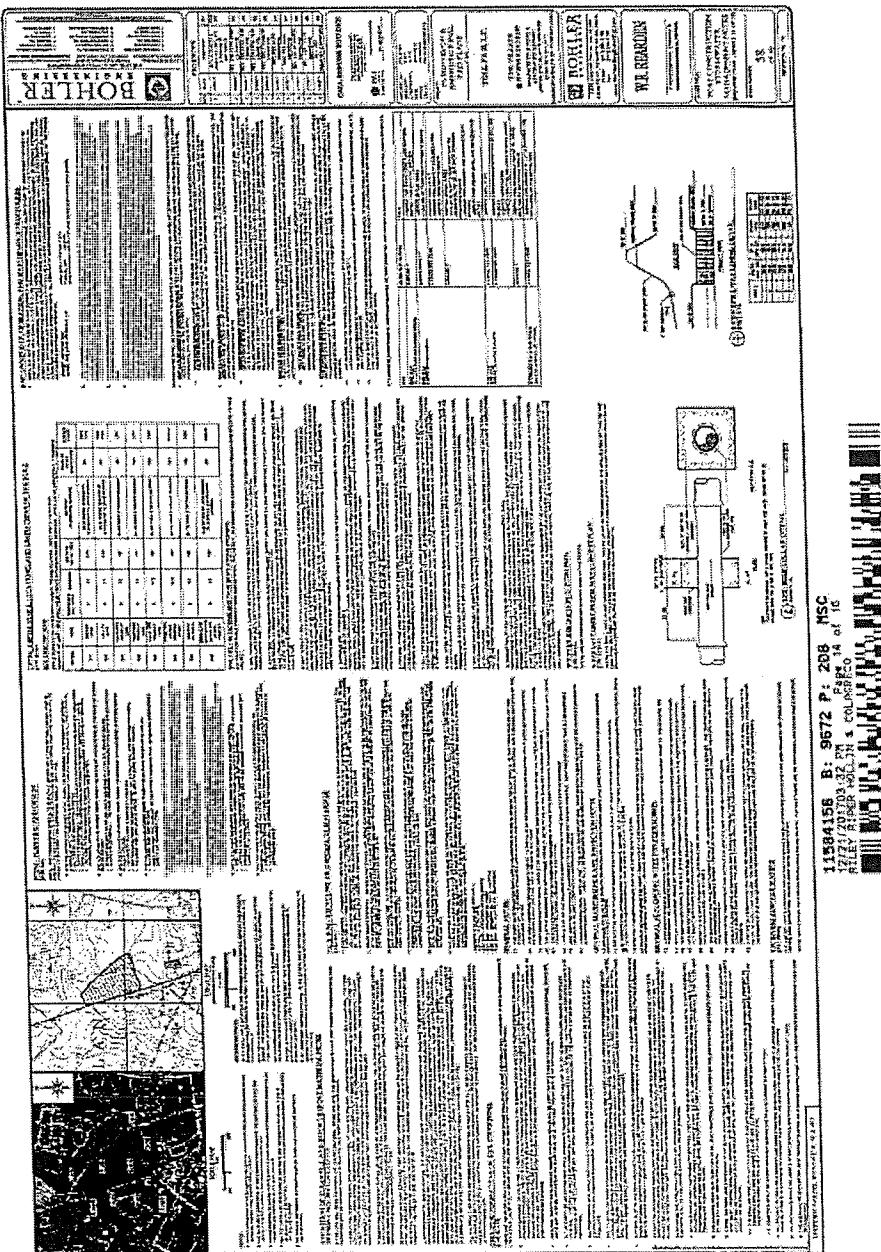
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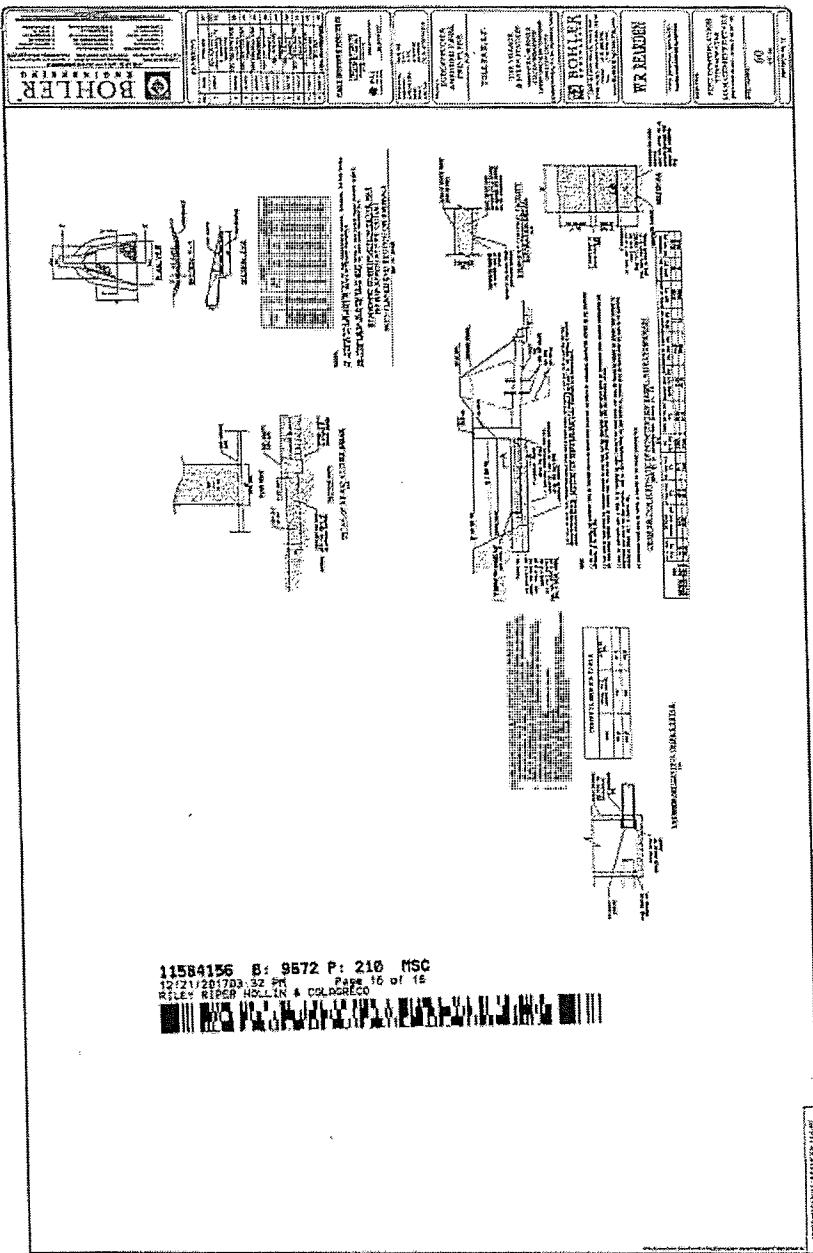
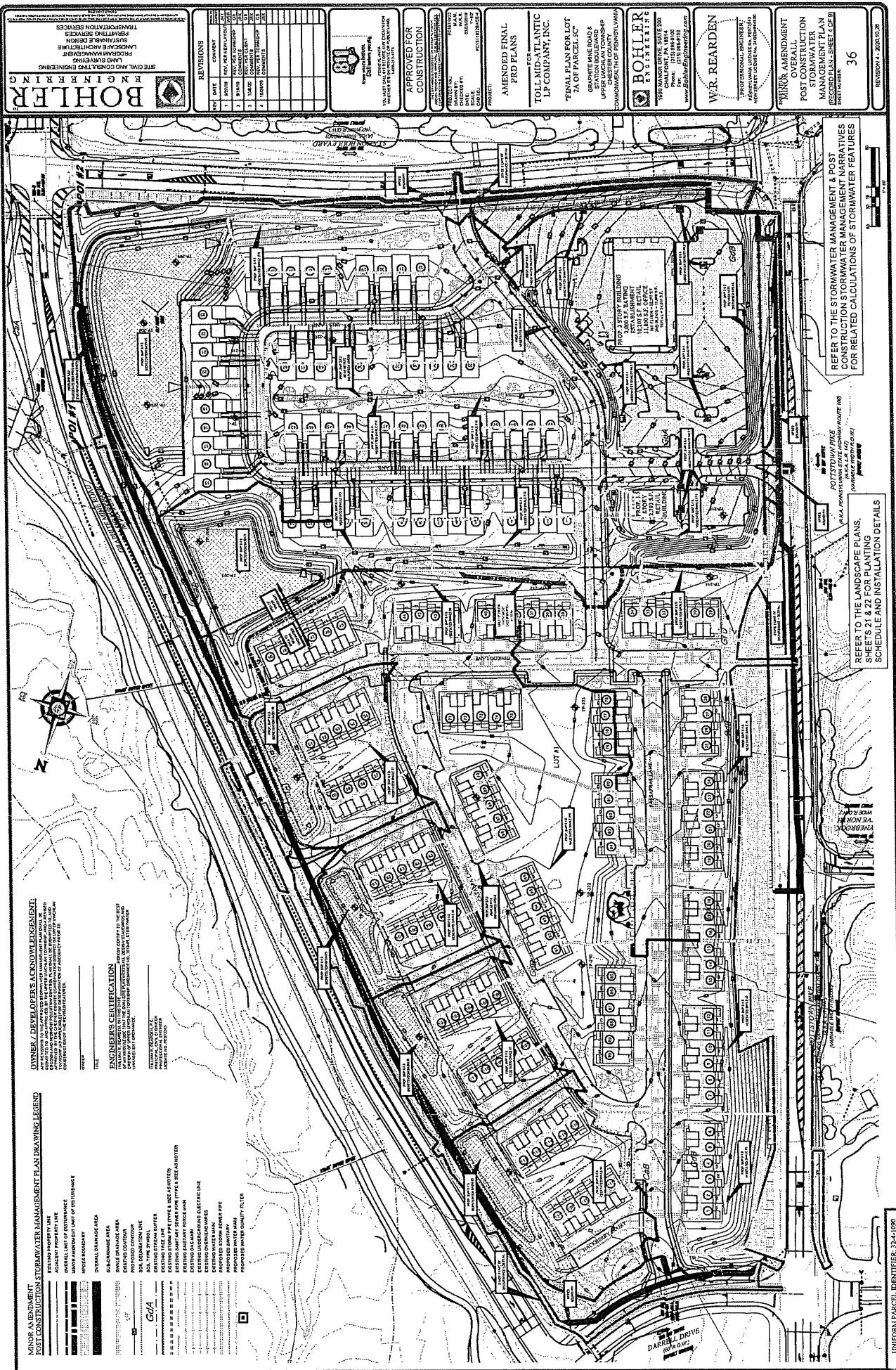
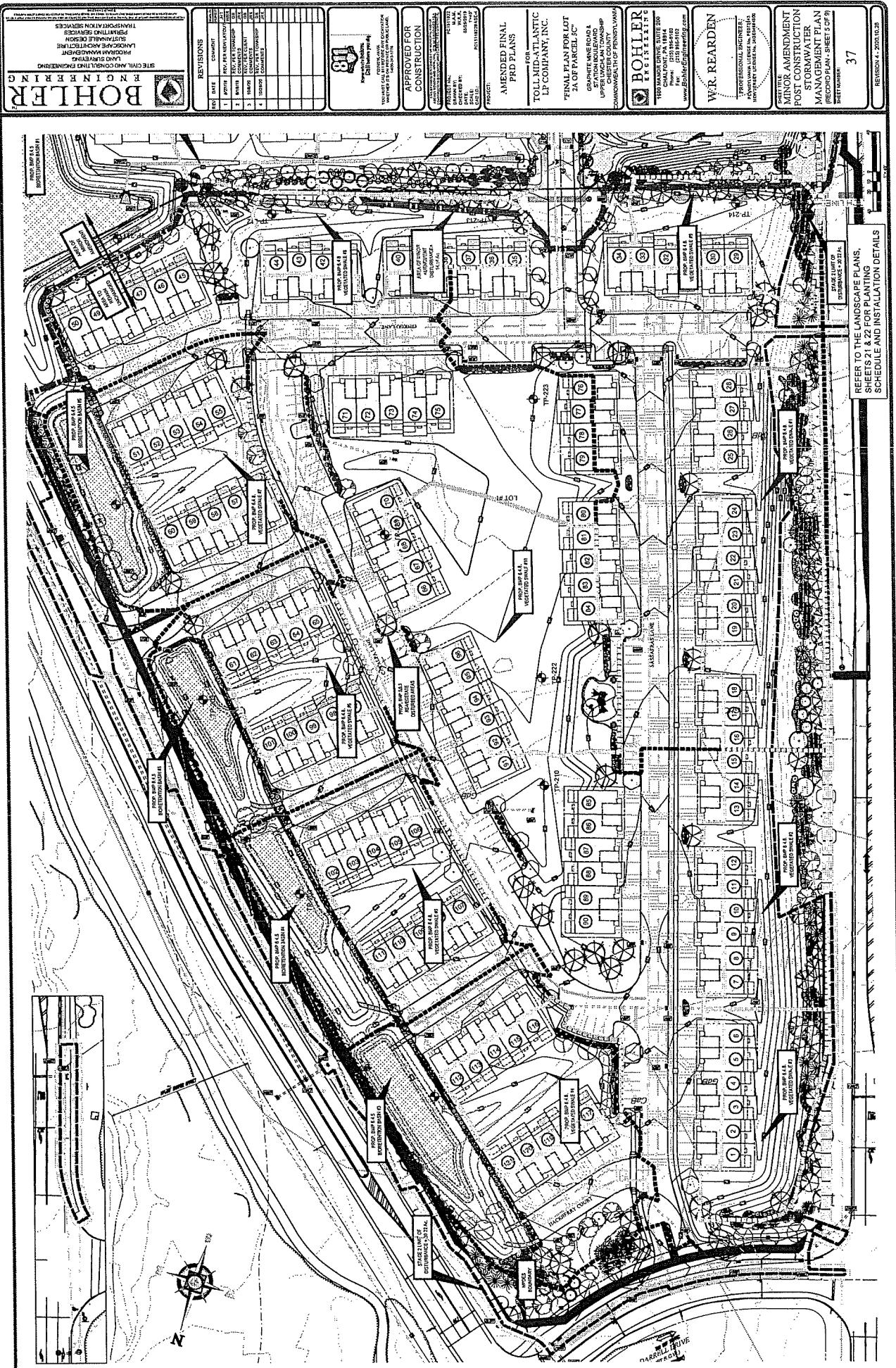
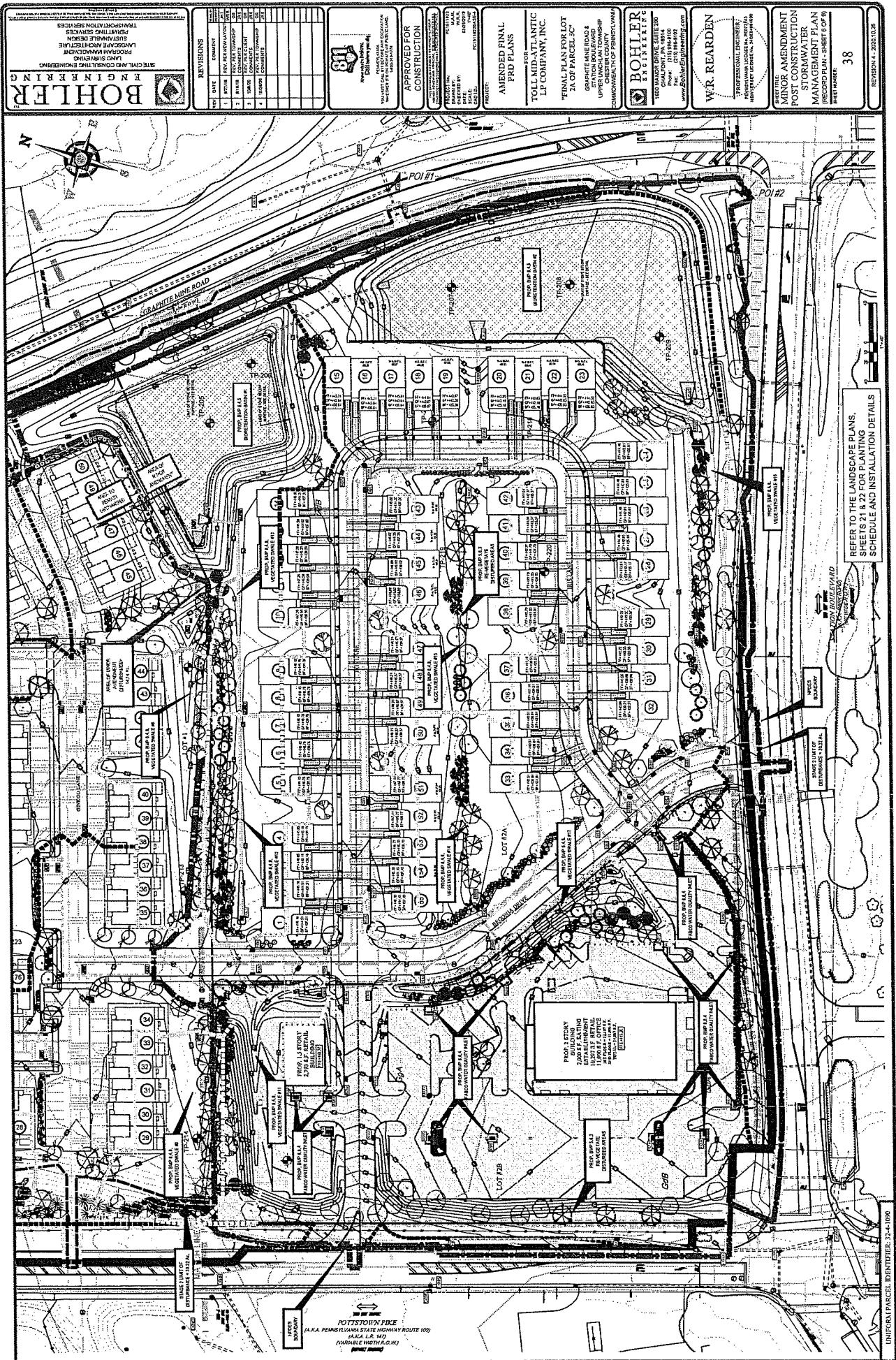


EXHIBIT "B"

Lot 2A O&M Plan







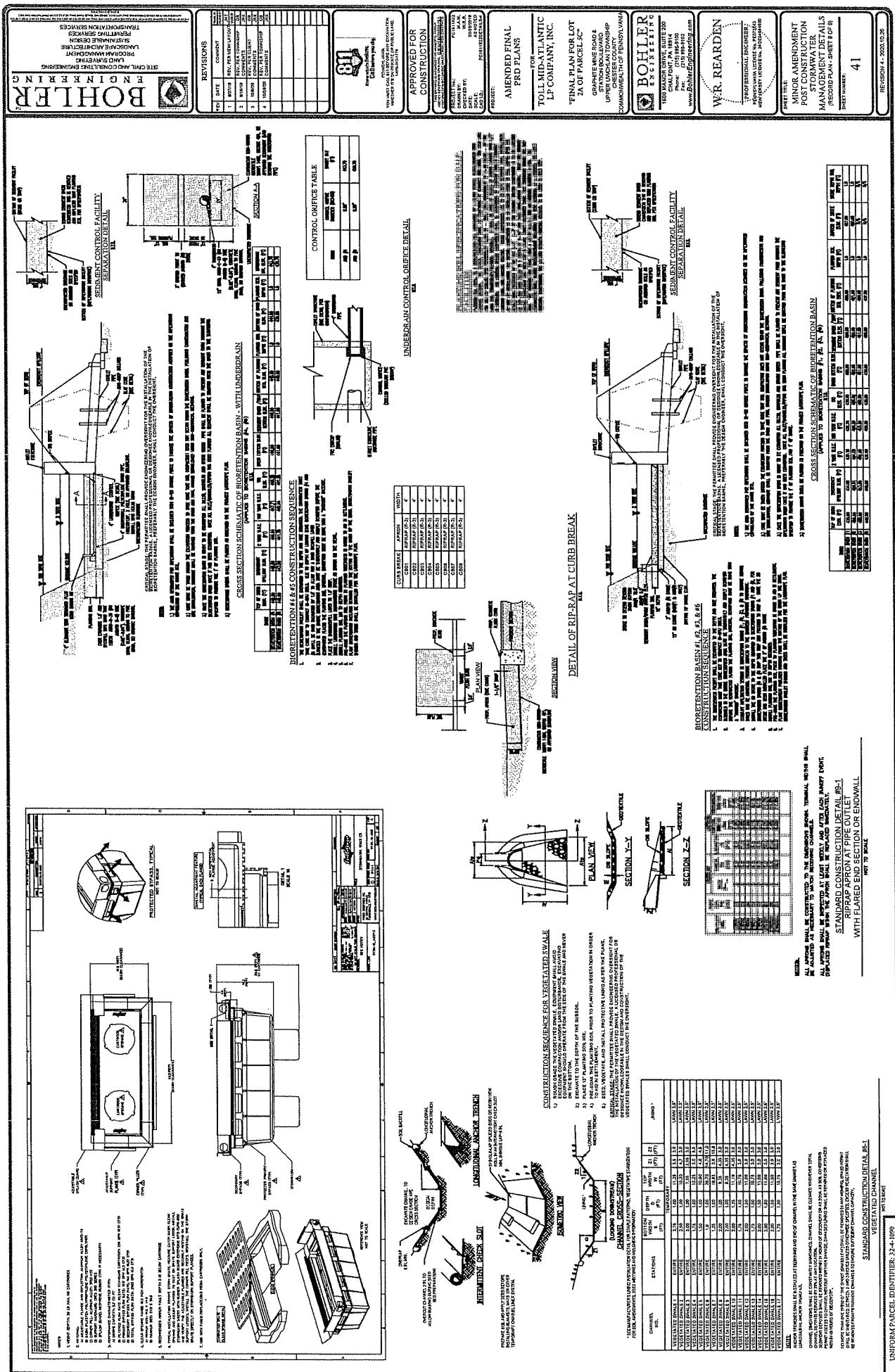
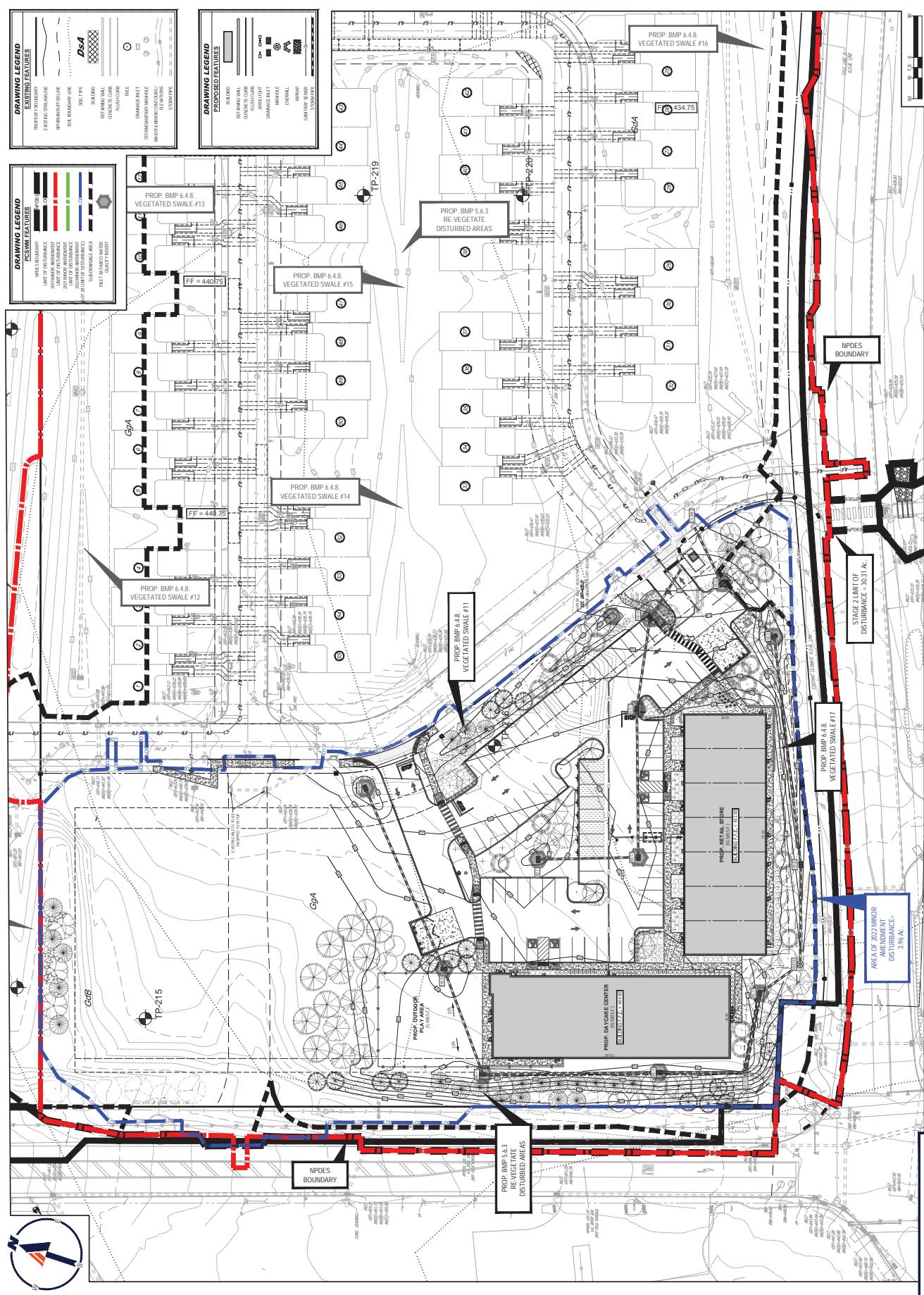
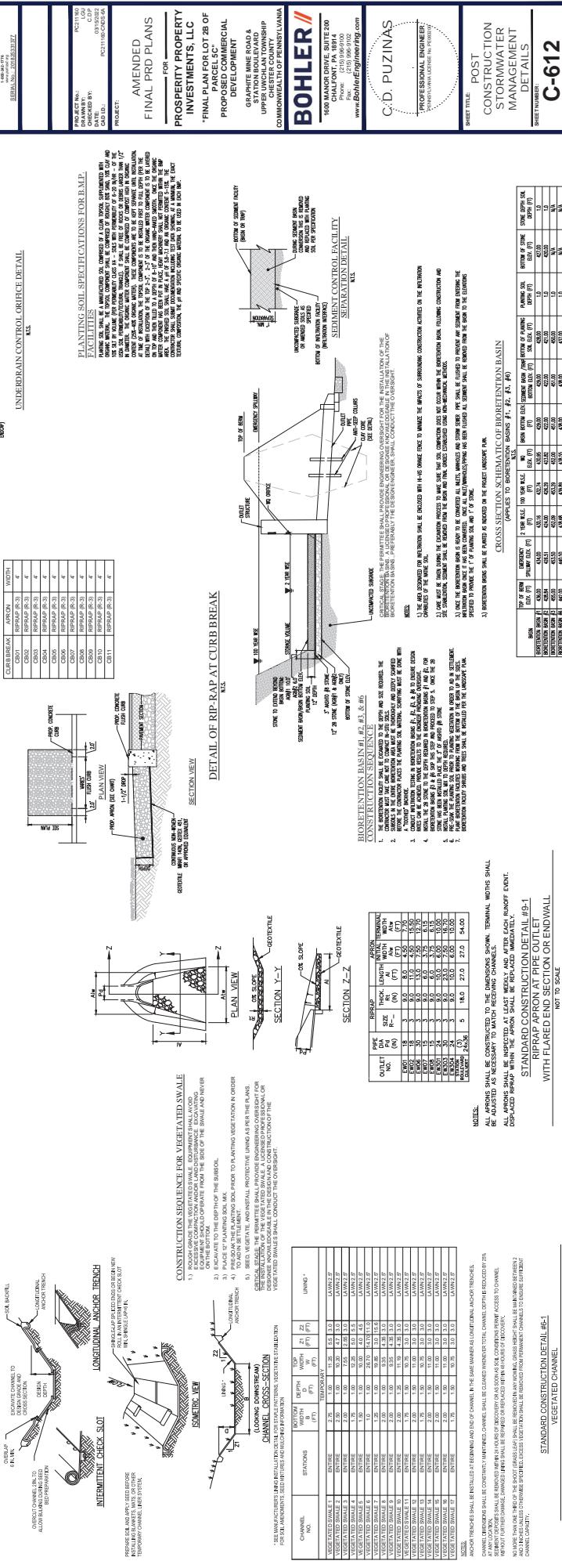
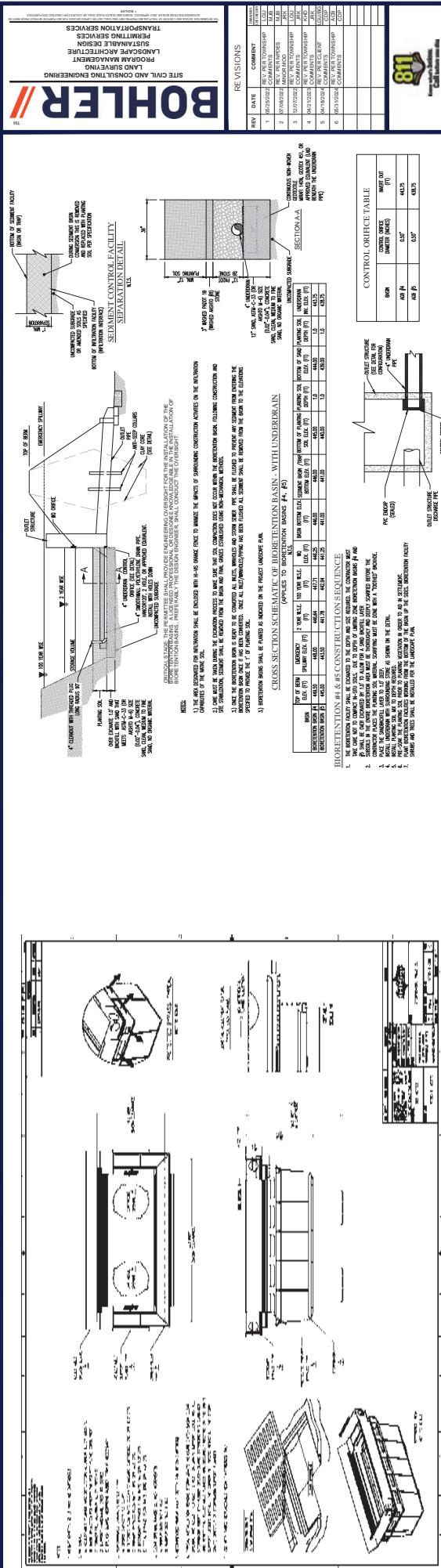
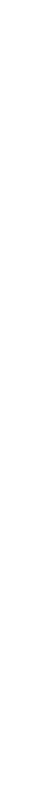
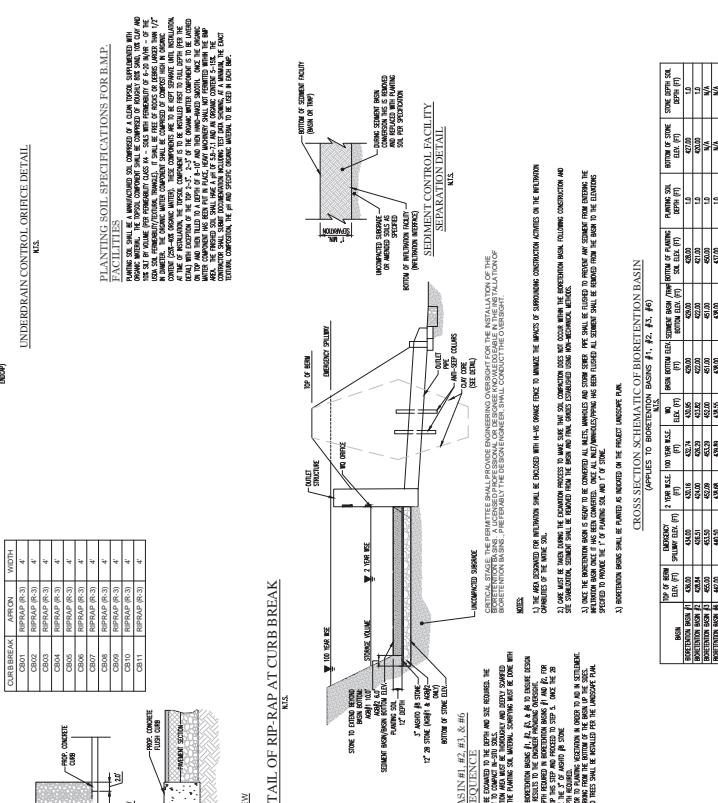
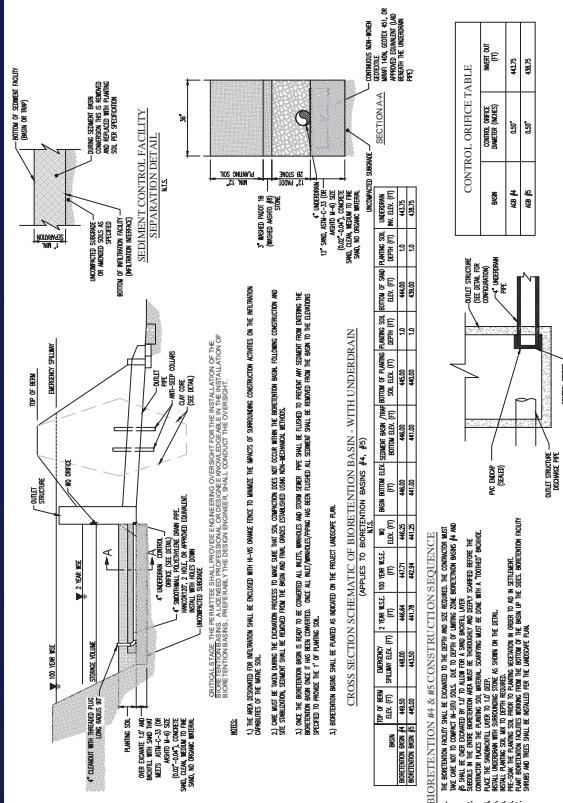
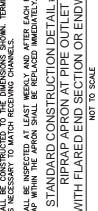
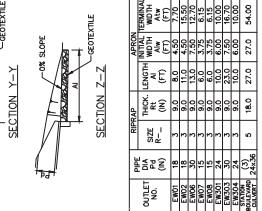
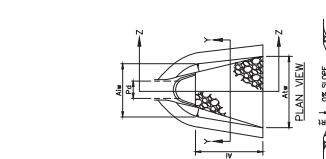
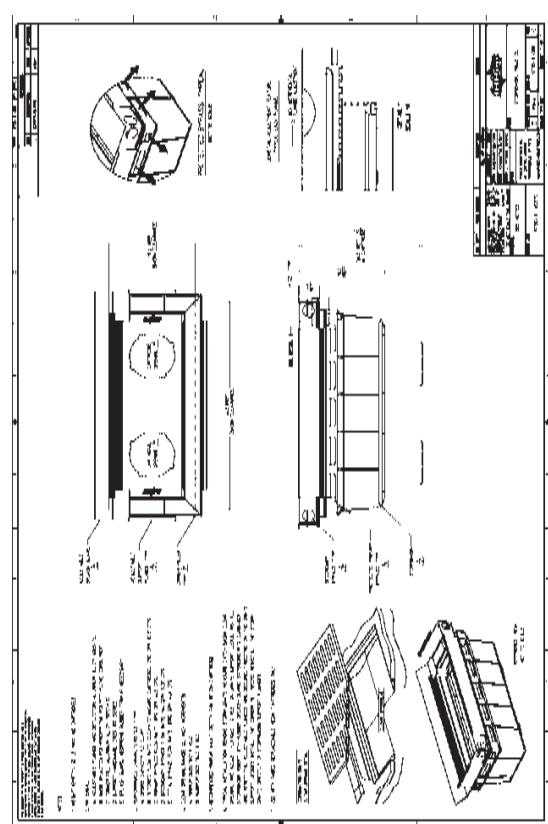


EXHIBIT “B”

Lot 2B O&M Plan





BUCKLEY, BRION, McGuire,
& MORRIS LLP
By: KRISTIN S. CAMP, Esquire
Attorney I.D. # 74593
118 West Market Street, Suite 300
West Chester, Pennsylvania 19382
(610) 436-4400

**IN RE: CONDITIONAL USE : BEFORE THE UPPER UWCHLAN
APPLICATION OF ROCKHILL REAL : TOWNSHIP BOARD OF SUPERVISORS
ESTATE ENTERPRISES XVII LP : CHESTER COUNTY, PENNSYLVANIA**

DECISION AND ORDER

On or about March 11, 2024, Rockhill Real Estate Enterprises XVII LP ("Applicant") filed a conditional use application (the "Application") seeking conditional use approval pursuant to Sections 200-39.B(1), (7) and (9) of the Upper Uwchlan Township Zoning Ordinance of 1989, as amended (the "Ordinance"), to develop property located at 500 Pottstown Pike, identified as Chester County Tax Parcel No. 32-1-34.1C (the "Property") with a vehicular sales establishment and a vehicular service establishment for service and minor repairs to motor vehicles.¹

Applicant also seeks conditional use approval pursuant to Sections 200-107.D(3)(b)[1] and [4] of the Ordinance to locate a portion of the new service building and sanitary and storm sewers in precautionary steep slopes.

The Board scheduled a public hearing on the Application on May 14, 2024, but the hearing was continued on the record at Applicant's request until June 10, 2024 (the "Hearing"). Applicant appeared at the Hearing represented by its counsel Alyson M.

¹ The term "vehicular service establishment" as referenced in this Decision and Order refers to the use of the Property as permitted by conditional use in the C-3 District as "service and minor repairs to motor-driven vehicles" and does not include a vehicular service establishment use that would otherwise include the supplying and selling of gasoline or other equivalent fuel for motor vehicles at retail direct from pumps and storage tanks.

Zarro, Esquire. The Board was represented by Township Solicitor, Kristin S. Camp, Esquire. No individuals requested party status.

The Board voted at the July 15, 2024 public meeting to approve the Application with the conditions listed in this Decision and Order.

From the testimony and exhibits presented at the hearings, the Board makes the following:

FINDINGS OF FACT

1. All facts set forth in the introductory paragraphs above are incorporated herein by reference and are deemed to be factual findings of the Board.
2. The hearing scheduled for May 14, 2024 was advertised in the *Daily Local News* on April 29, 2024 and May 6, 2024. See Exhibit B-3.
3. The Property was posted with a copy of the public notice of the May 14, 2024 hearing on April 12, 2024. See Exhibit B-6.
4. The May 14, 2024 hearing was continued on the record to a date certain of June 10, 2024 during which testimony and evidence in support of the Application was presented.
5. Applicant is the owner of the Property pursuant to a deed recorded on May 17, 2023 in the Chester County Recorder of Deeds in Book 11052, Page 1945. See Exhibit A-3.
6. The Property contains 13.79 gross acres and was previously used as a petroleum tank farm.
7. The Property is situated east of the intersection of Pottstown Pike and Font Road on the east side of Pottstown Pike.

8. The Property is a vacant lot surrounded by existing commercial and industrial uses, including Styer Propane, Texas Eastern, a landscaping business and the Township's sewer treatment plant.

9. The Property is located in the C-3 Highway Commercial District.

10. The Property contains areas of precautionary steep slopes (ranging in slope from 15-25%) and prohibitive steep slopes (slopes above 25%).

11. Applicant plans to construct an approximately 36,380 square foot vehicular service establishment (the "Service Building") and 403 off-street parking spaces to be used for the Service Building and to store vehicle inventory.

12. Applicant's civil engineer, Keith Lieberman, P.E., from T&M Associates, explained that when the petroleum tank farm was decommissioned starting in the early 1990's, the process of removing the tanks created areas of man-made steep slopes and wetlands.

13. The Township's civil engineer, David Leh from Gilmore & Associates, Inc., agreed with Mr. Lieberman that the slopes on the Property are man-made and were not naturally occurring.

14. Applicant seeks conditional use approval pursuant to Section 200-107.D(3)(b)[1] and [4] of the Ordinance to install a portion of the Service Building, sanitary sewers and stormwater management facilities within areas of precautionary steep slopes.

15. Applicant is able to comply with the restriction in Section 200-107.D(3)(c) of the Ordinance which limits the total amount of impervious cover proposed within areas of precautionary steep slopes to be no more than 50% of the maximum impervious cover permitted on the lot.

16. According to Mr. Lieberman, the proposed disturbance of the precautionary steep slopes meets the conditional use criteria in Section 200-107.E(2) of the Ordinance.

17. Applicant also proposes to disturb areas of prohibitive steep slopes which will require a variance from Section 200-107.D(2) of the Ordinance.

18. There are no historic resources on the Property, however the John Keeley House (circa 1819) which is classified as a Class II Historic Resource (No. 30) on the Township's Historical Resource Inventory is located west of the Property at 210 Font Road ("John Keeley House").

19. The John Keeley House has been adaptively reused and is now operating as a WSFS bank.

20. Mr. Lieberman testified that the closest corner of the new Service Building will be over 300 feet from the John Keeley House and 230 feet from the cartway of Pottstown Pike.

21. Mr. Lieberman testified that he does not believe the proposed development will have any negative impacts on the John Keeley House.

22. For this reason, Applicant seeks a waiver from Section 200-117.I (and by cross reference Section 162-9.H(5) of the Subdivision and Land Development Ordinance) which requires a historic resource impact statement to be submitted with the Application.

23. The Township's Historical Commission reviewed the Application and Plans and made recommendations in a report dated April 2, 2024 which was admitted as Exhibit B-10.

24. The Historical Commission made the following recommendations to the Board: (i) the Board can approve the Application; (ii) the Board should confirm if the

Property is within 250 feet of the John Keeley House and if warranted, require Applicant to submit an HRIS; (iii) if permitted under the Ordinance, require Applicant to comply with the architectural design standards in Section 200-36 for the service center building and if not required, require Applicant to locate as many parking spaces as practicable in the rear of the Property; and (iv) require Applicant to plant landscaping to shield the new development from the John Keeley House.

25. The Property currently has a septic drain field which Applicant intends to decommission when it builds the Service Building and connects to public sewer.

26. There are two man-made stormwater drainage ditches located on the southeastern portion of the Property.

27. Robert DiStanislao testified as a member of the owner of the Property and as owner of the proposed tenant, RDS Automotive Group (“RDS”).

28. RDS is a privately held entity that sells high end exclusive vehicles such as Porsche, Ferrari, Lamborghini, McLaren and Bugatti.

29. RDS’s headquarters are in Newtown Square, Pennsylvania and the proposed new Service Building is intended to provide service for vehicles that are sold from the Newtown Square facility.

30. The parking spaces located in the front of the Service Building will be used for customer parking, spaces on the south of the Service Building will be used for employees and the spaces in the rear of the Service Building will be used to store vehicle inventory for sales that occur from Newtown Square.

31. Mr. DiStanislao testified that only 50-100 vehicles would be stored on the Property in the inventory spaces at the outset. However, he anticipates that he intends to

build an addition to the Service Building or a new building to be used for vehicular sales as phase two of the development where approximately 150 of the 403 spaces will be eliminated to allow for the proposed expansion.

32. Mr. DiStanislao confirmed that the proposed vehicular service and sales establishment will be operated as a Porsche dealership.

33. According to Mr. DiStanislao, the Porsche franchisor dictates the architectural design of the new building and Applicant has little flexibility to modify that design to meet design standards that the Township may prefer.

34. Mr. DiStanislao offered to design a decorative wall that has elements of historic Chester County facades and architecture.

35. Vehicles that will be serviced at the vehicular service establishment will be trucked to the Property on a car carrier in small shipments or will be driven to the Property by employees from another facility owned by RDS.

36. In addition to vehicles which are transported to the site for service, new vehicles to be sold from the Newtown Square facility will occasionally arrive on car carriers where 2-3 vehicles are unloaded at a time in the rear of the building.

37. These new vehicles will undergo a predelivery inspection before they are offered for sale.

38. The service bays are located in the rear of the building but are accessed from a loading area on the south side of the Service Building.

39. No customer test drives will occur from the Property.

40. Vehicles that will be stored on the Property as inventory will not be sold from the Property but are available for sale. The sales transaction will occur from an off-site location owned by RDS.

41. Applicant does not intend to sell vehicles from the Property at this time and instead intends to use the Property as a satellite location for the headquarters located in Newtown Square.

42. The anticipated hours of operation for the vehicular service establishment are weekdays 8:00 a.m. to 6:00 p.m., Saturdays 9:00 a.m. to 5:00. p.m. and closed Sundays.

43. The vehicular service establishment is expected to initially service 5 vehicles per day and then expand to as many as 50 vehicles a day as the business grows.

44. The vehicular service establishment will initially employee 10-12 people with that number expected to grow as the business grows.

45. Access to the Property is proposed through a single access driveway connecting to Pottstown Pike which is proposed to align with the existing T-intersection of Pottstown Pike and Font Road. See Exhibit B-4.

46. Applicant retained T&M Associates, a civil engineering firm to design the conditional use plans dated February 16, 2023 which were admitted as Exhibit B-4 and A-1(the “Plans”).²

47. At the hearing, Keith Lieberman, a professional engineer employed by T&M Associates testified as an expert professional civil engineer.

² Mr. Lieberman explained that there was a typographical error on the date of the plan where it identified the date as February 16, 2023, but should have been February 16, 2024.

48. Mr. Lieberman prepared the conditional use plan that was admitted as Exhibit B-4 and Exhibit A-1.

49. The Plans were revised prior to the hearing with a last revision date of June 4, 2024 (the “Revised Plans”) which were admitted as Exhibit A-8.

50. The Revised Plans were revised to address Township consultant review comments. Mr. Lieberman explained some of the revisions that were made in the Revised Plans which included but were not limited to: depicted additional steep slope areas, relocation of the loading space, reducing the number of parking spaces from 415 to 403, widening the drive aisles to be 25 feet, adding details for the retaining walls, revising the location of stormwater facilities and revising the layout on the landscaping plan.

51. The Revised Plans propose a total of 403 parking spaces with 114 spaces required to meet the off-street parking requirements for the vehicular service use and the remaining spaces allocated to vehicle inventory spaces.

52. Mr. Lieberman also presented a colored rendering of the conditional use plan titled “Site Rendering” dated June 6, 2024. See Exhibit A-4.

53. Mr. Lieberman testified that the Revised Plans comply with the area and bulk requirements in Section 200-40 of the Ordinance and with the conditional use criteria in Section 200-117 of the Ordinance.

54. Mr. Lieberman explained that there are pockets of wetlands on the northeast corner and south side of the Property.

55. Applicant has applied to the Army Corps of Engineers for a jurisdictional determination of the boundaries of the wetlands.

56. The Revised Plans do not propose any disturbance to the wetlands and maintain a 25 foot buffer from the wetlands as required by Section 162-5 of the SALDO.

57. Applicant intends to seek a waiver from Section 152-402.B(8)(Q) of the Stormwater Ordinance which requires a 75 foot buffer between a stormwater facility and wetlands.

58. Sheet 6 of the Revised Plans is a proposed landscaping plan that provides landscape buffers along the perimeter of the Property. The Board will approve the landscaping plan as part of land development.

59. The rendered site plan shows an existing area of vegetation along the northwestern corner of the Property that is proposed to remain and will act as a buffer between the development and Pottstown Pike.

60. Applicant intends to install a stormwater management basin on the far northeastern corner of the Property which will collect stormwater from a series of stormwater pipes and inlets installed in the parking lot. The details of the stormwater management facilities will be approved by the Board as part of land development approval.

61. The Township planner recommends that certain native species be installed in the basin.

62. Applicant presented a fiscal impact analysis (“FIA”) of the proposed development of the Property prepared by EH Creative Services LLC dated March 4, 2024 which was admitted as Exhibit B-7. The FIA concluded that there would be a net positive fiscal impact of \$2,922 annually for the Township and \$85,946 for the Downingtown Area School District.

63. The Township civil engineer had comments on the FIA that Applicant will have to address as part of land development.

64. Applicant presented the expert testimony of Matthew I. Hammond, P.E., Executive Vice President of Traffic Planning & Design, Inc. ("TPD"), as a professional engineer who specializes in transportation.

65. Mr. Hammond prepared a transportation impact assessment ("TIA") of the proposed development of the Property which was admitted as Exhibit B-8.

66. Mr. Hammond examined the potential traffic impact associated with the proposed vehicular service establishment on the roadway network in the vicinity of the Property focusing on the intersections of Pottstown Pike and Font Road/access driveway, Pottstown Pike and Reserve Drive/Fellowship Road and Pottstown Pike and Milford Road/Garrison Drive (the "Study Intersections").

67. Based on data published in the ITE Trip Generation Manual, 11th Edition, Mr. Hammond estimated that the proposed development will generate 71 new trips during the weekday a.m. peak hour and 77 new trips during the weekday p.m. peak hour.

68. According to Mr. Hammond all Study Intersections will satisfy PennDOT level of service standards except for the intersection of Pottstown Pike and Font Road/Proposed Driveway during the weekday p.m. peak hour with the level of service dropping from a level of service A to a level of service D due to the addition of a fourth leg at the intersection. In addition, the proposed driveway will operate at a level of service F during weekday a.m. and p.m. peak hours.

69. Mr. Hammond recommended that Applicant make the following road improvements: (i) provide adequate turning ingress/egress radii; (ii) provide a stop sign

on the westbound approach of the access driveway at its intersection with Pottstown Pike; (iii) provide a 125 foot southbound left turn lane; (iv) provide a northbound right deceleration taper; (v) remove and perpetually maintain on site vegetation to maximize the available sight distance.

70. According to Mr. Hammond, if on site vegetation is removed, the measured site distances at the proposed driveway access at Pottstown Pike will exceed PennDOT safe stopping sight distances.

71. Mr. Hammond testified that the intersection of the access driveway and Pottstown Pike does not meet PennDOT warrants to install a traffic signal; however due to concerns raised by the Township traffic engineer, Applicant agreed to cooperate with the Township and meet with PennDOT to request that PennDOT approve the installation of a traffic signal at this intersection.

72. The Township consultants reviewed the Application and Plans and issued a comprehensive review letter dated April 8, 2024 which was admitted as Exhibit B-9.

73. Mr. Lieberman testified that the Revised Plans can be further revised to address the Township consultants' comments in Exhibit B-9.

74. The Township traffic engineer, Christopher Williams, P.E., from Bowman Company, raised significant comments on the proposed TIA and conclusions reached therein. He also expressed concern that the proposed access driveway does not provide a safe means of ingress and egress to the Property and therefore suggested that Applicant coordinate with his office and the Township when applying for PennDOT approvals to be able to obtain PennDOT's approval for the installation of a traffic signal at the intersection of the access driveway/Font Road and Pottstown Pike.

75. Mr. Williams agreed with Mr. Hammond that the most appropriate location for the access driveway is on the southern end of the Property opposite Font Road as depicted on the Revised Plans.

76. Mr. Williams also commented that the traffic counts were conducted on the last day of the school year and may not reflect normal traffic conditions.

77. Mr. Williams made several suggestions for how the TIA should be revised, including updated traffic counts and a revised traffic signal warrant evaluation.

78. The Township land planner commented in the review letter dated April 8, 2024 that the Township's recently adopted Active Transportation Plan recommends the installation of a shared use path along the east side of Pottstown Pike in front of the Property. The Township land planner encourages the Township to seek the implementation of this shared use path along Pottstown Pike as well as a crossing improvement at the intersection of Pottstown Pike and Font Road to connect to trails on the west side of Pottstown Pike.

79. Applicant submitted building plans and an architectural rendering of the proposed Service Building which were admitted as Exhibits A-5 and A-6 respectively.

80. The proposed development will connect to public sewer provided by the Upper Uwchlan Township Municipal Authority. Applicant will be required to design the sewer connection and purchase sufficient capacity for the proposed use as part of land development.

81. The proposed development will connect to public water provided by Aqua Pennsylvania, Inc.

82. Applicant presented a will serve letter from Aqua as Exhibit A-11.

83. The Upper Uwchlan Township Planning Commission reviewed the Application and Plans at its April 11, 2024 public meeting and recommended that the Application move forward with a hearing and that Applicant be required to submit an HRIS.

84. The Board entered the following exhibits, without objection by Applicant:

- B-1: Letter from Alyson M. Zarro, Esquire dated March 11, 2024 and Conditional Use Application
- B-2: Email from Alyson M. Zarro, Esquire dated March 19, 2024 granting extension through May 15, 2024
- B-3: Proof of publication in *Daily Local News* on April 29, 2024 and May 6, 2024
- B-4: Conditional Use Plan prepared by T&M Associates dated February 16, 2023
- B-5: Aerial Tax Map of Property
- B-6: Affidavit of Posting on April 12, 2024
- B-7: Fiscal Impact Analysis from Erik Hetzel of EH Creative Services dated March 4, 2024
- B-8: Transportation Impact Assessment prepared by Traffic Planning and Design Inc. dated March 4, 2024
- B-9: Gilmore & Associates Review Letter dated April 8, 2024
- B-10: Recommendations from Historical Commission from April 2, 2024
- B-11: Planning Commission Workshop Meeting Minutes from April 11, 2024
- B-12: Letter from Alyzon M. Zarro, Esquire dated May 14, 2024 requesting continuance of hearing until June 10

85. Applicant entered the following exhibits without objection by the Township or any of the parties:

A-1 Upper Uwchlan Township Conditional Use Application and addendum, under cover letter from Alyson M. Zarro, Esquire, dated March 11, 2024, and Conditional Use Plan prepared by T&M Associates, dated February 16, 2023, consisting of six (6) sheets.

A-2 Upper Uwchlan Township Zoning Ordinance, as amended (*incorporated by reference*).

A-3 Deed to the Property between Chester Springs Ventures, LLC and Rockhill Real Estate Enterprises XVII, LP, recorded in the Office of the Chester County Recorder of Deeds on May 17, 2023 in Book 11052, Page 1945.

A-4 Rendered Site Plan prepared by T&M Associates, dated June 6, 2024.

A-5 Auto Service Center Elevations prepared by KD2 Architects, Inc., dated April 2, 2024, consisting of two (2) pages.

- Sheet 1 – Partial West Elevation, Partial South Elevation, and East Elevation
- Sheet 2 – North Elevation, West Elevation, and South Elevation

A-6 Auto Service Center Rendering prepared by KD2 Architects, Inc.

A-7 C.V. of Keith Lieberman, P.E.

A-8 Conditional Use Plan prepared by T&M Associates, dated February 16, 2024 and last revised June 4, 2024, consisting of seven (7) sheets.

- Sheet 1 – General Location Plan
- Sheet 2 – Existing Conditions
- Sheet 3 – Site Analysis and Impact Plan
- Sheet 4 – Site Plan
- Sheet 5 – Car Carrier Turning Plan
- Sheet 6 – Emergency Vehicle Turning Plan
- Sheet 7 – Preliminary Landscape Plan

A-9 Historic Aerials of Property, consisting of four (4) sheets.

- Sheet 1 – 1992 Aerial
- Sheet 2 – 2002 Aerial
- Sheet 3 – 2004 Aerial
- Sheet 4 – 2023 Aerial

A-10 Wetlands & Steep Slope with 2023 Aerial and Historic Tank Farm Overlay prepared by T&M Associates.

A-11 Aqua Will Serve Letter dated May 9, 2024.

A-12 Fiscal Impact Analysis prepared by EH Creative Services LLC, dated March 4, 2024.

A-13 C.V. of Matthew Hammond, P.E.

A-14 Transportation Impact Assessment prepared by Traffic Planning and Design, Inc., dated March 4, 2024.

CONCLUSIONS OF LAW

1. Applicant as owner of the Property has standing to file the Application.

2. The conditional use hearing was duly advertised in accordance with the provisions of the Pennsylvania Municipalities Planning Code ("MPC") and the Ordinance and the Property was posted in accordance with the requirements of the MPC.

3. The continued hearing was announced on the record to a date certain.

4. The Property is located in the C-3 District.

5. Section 200-39.B(1) of the Ordinance allows two or more principal uses on a property in the C-3 District which are otherwise allowed by right, conditional use or special exception provided conditional use approval is granted by the Board of Supervisors.

6. Section 200-39.B(7) of the Ordinance permits a vehicular sales establishment by conditional use in the C-3 District.

7. Section 200-39.B(9) of the Ordinance permits a vehicular service establishment by conditional use in the C-3 District.

8. Section 200-107.D(3)(b)[1] of the Ordinance allows any structure permitted by right, special exception or conditional use in the base zoning district regulations to be constructed within precautionary steep slopes by conditional use.

9. Section 200-107.D(3)(b)[4] of the Ordinance allows sanitary or storm sewers to be constructed within precautionary steep slopes by conditional use.

10. Subject to Applicant's compliance with the conditions imposed herein by the Board, Applicant has proven compliance with the objective requirements for conditional use in Section 200-117 of the Ordinance.

11. The design standards in Section 200-36 of the Ordinance do not apply to the Property which is located in the C-3 District.

DISCUSSION

A conditional use is a use permitted in a particular zoning district pursuant to the provisions in Article VI of the MPC, 53 P.S. §10603. A conditional use concerns only a proposed use of land, not particular design details of the proposed development. *Joseph v. North Whitehall Township Board of Supervisors*, 16 A.3d 1209 (Pa.Cmwlth. 2011). A conditional use is a special exception which falls within the jurisdiction of the municipal legislative body rather than the zoning hearing board. 53 P.S. §10603(c). *Id.* A conditional use is not an exception to the zoning ordinance, but rather a use to which the applicant is entitled provided the specific standards enumerated in the ordinance for conditional use are met by the applicant. *In Re Appeal of AMA/American Marketing Association*, 142 A.3d 923 (Pa.Cmwlth. 2015). The fact that a use is permitted as a conditional use, rather than prohibited, reflects a legislative decision that the use is not

per se adverse to the public interest. *Appeal of Richboro CD Partners LP*, 89 A.3d 742 (Pa. Cmwlth. 2014).

An applicant seeking a conditional use initially bears the burden of establishing that the application complies with the objective standards and criteria in the zoning ordinance. *Id.* Once the applicant has satisfied this initial burden, there is a legislative presumption that the use is consistent with the health, safety and welfare of the community. *Id.* The burden then shifts to the objectors to rebut this presumption by establishing that the use will have a detrimental impact on the surrounding community. The objectors must prove with a high degree of probability that allowing the conditional use will create a substantial risk of harm to the community and will impose detrimental impacts exceeding those ordinarily to be expected from the use at issue. *Id.* The degree of harm required to justify denial of a conditional use must be greater than that which normally flows from the proposed use. *In Re Cutler Group, Inc.*, 880 A.2d 39 (Pa. Cmwlth. 2005).

In granting a conditional use, the Board has the authority to impose reasonable conditions and safeguards if such conditions are necessary to implement the purposes of the ordinance and to protect the health, safety and welfare of the surrounding property owners. 53 P.S. §10603(c)(2). Conditions imposed by the Board are designed to protect the public interest of surrounding property owners. *Ford v. Zoning Hearing Bd. Of Caernarvon Twp.*, 616 A.2d 1089 (Pa. Cmwlth. 1992).

Applicant proposes to develop the Property in two different phases. The first phase is to build the new 36,380 square foot Service Building which will provide service to the high end vehicles that RDS sells at its Newtown Square headquarters. The proposed

vehicular service establishment will not be operated as a typical vehicular service establishment with numerous customers coming to the Property on a daily basis. RDS, the proposed tenant, only sells and services very expensive vehicles where the sales and service experience is much different than what you would find at a typical automobile dealership. The Board recognizes that the manner in which Applicant and RDS will operate the vehicular service establishment will have much less impact on the surrounding properties and uses.

Phase two of the development may be an addition to the Service Building or the development of a new building to be used for vehicular sales. If Applicant moves forward with phase two and develops a new vehicular sales facility, it will be required to reapply for conditional use approval as the new development will have impacts on what is proposed in phase one and must be examined in a new hearing.

The Board finds that the proposed vehicular service establishment and storage of vehicles as described in Applicant's testimony and exhibits are consistent with the surrounding uses in the C-3 District. The Service Building will be set back from the cartway of Pottstown Pike by over 200 feet and will be appropriately buffered with existing dense vegetation and new landscaping that the Board will require and approve as part of the landscaping plans for the final land development.

Applicant has requested a waiver from the requirement to prepare a historic resource impact statement ("HRIS"). The HRIS would be required given the location of the John Keeley house on the west side of Pottstown Pike. During the land development process, the Board will examine the historical studies and reports that have been submitted to the Township when the John Keely House was approved for adaptive reuse

as a bank. The Board will analyze if additional information that Section 162-9.H would require Applicant to include in an HRIS would be helpful or meaningful to the Board's review of the land development plans and impact of the proposed development of the Property on the historic resource across the street.

Wherefore, the Board will vote to approve the conditional uses requested subject to Applicant's compliance with the conditions imposed in this Decision and Order.

ORDER

AND NOW, this 15th day of July, 2024, the Board hereby approves the Application and grants the following approval:

1. A conditional use pursuant to Section 200-39.B(1) of the Ordinance to allow two principal uses on the Property, namely a vehicular sales and vehicular service establishment.
2. A conditional use pursuant to Section 200-39.B(7) of the Ordinance to allow the development of a vehicular sales establishment, that being the storage of vehicle inventory from Applicant's sales facility located in Newtown Square.
3. A conditional use pursuant to Section 200-39.B(9) of the Ordinance to allow the development of a vehicular service establishment.
4. A conditional use pursuant to Section 200-107.D(3)(b)[1] to disturb precautionary steep slopes in order to install a portion of the proposed Service Building as generally depicted on the Revised Plans.
5. A conditional use pursuant to Section 200-107.D(3)(b)[4] to disturb precautionary steep slopes in order to install sanitary sewers and storm sewers as generally depicted on the Revised Plans.

CONDITIONS OF APPROVAL

1. The development shall be built and designed generally in accordance with the Revised Plans which were admitted as Exhibit A-8 as such plans are revised to comply with this Order and to obtain final land development approval from the Board of Supervisors.
2. Prior to approval of the final land development plans for the proposed development of the Property, Applicant shall address to the satisfaction of the Board all outstanding comments in the Township consultants' review letter dated April 8, 2024 which was admitted as Exhibit B-9.
3. This approval only allows the use of a vehicular service establishment and storage of inventory for off premises vehicular sales. No sales of vehicles may be conducted from the Property until further conditional use approval is obtained from the Board.
4. The final landscaping plan for the development shall be approved by the Board during land development and shall comply with the Township Code unless the Board grants waivers of certain provisions of the Code. At a minimum, the landscaping plan shall retain as much of the existing mature and healthy vegetation along the northwestern corner of the Property as is feasible and sensible given the health of the vegetation. If necessary to provide an effective buffer of the development from Pottstown Pike and the John Keely House, the landscaping plan shall add additional trees and vegetation to this area so that there is a landscape buffer along Pottstown Pike in this location.

5. Applicant shall submit a lighting plan which complies with the Township Code prior to issuance of final land development approval.

6. During the land development approval process, Applicant shall coordinate its efforts with the Township traffic engineer and work with PennDOT to advocate for PennDOT's approval of the installation of a traffic signal at the intersection of the access driveway/Font Road and Pottstown Pike. Provided that PennDOT approves the installation of such traffic signal, Applicant shall be responsible for the design, permitting and installation of the same, as well as any associated intersection improvements, as part of the land development for the Property. If PennDOT does not approve the installation of a traffic light at the intersection, Applicant shall coordinate with the Township and PennDOT to identify other appropriate intersection improvements, and the Applicant shall, subject to PennDOT approval of same, be responsible for the design and implementation of the other appropriate road improvements to improve the level of service and design of the intersection. If appropriate improvements are not identified, the Applicant shall restrict driveway turning movements at the intersection, subject to PennDOT approval of same.

7. Subject to PennDOT's approval of the necessary highway occupancy permit, the Revised Plans shall be revised to provide a 125 foot left turn lane on southbound Pottstown Pike as recommended in Applicant's TIA.

8. Subject to PennDOT's approval of the necessary highway occupancy permit, the Revised Plans shall be revised to provide a right turn deceleration lane or taper at the access driveway on northbound Pottstown Pike. Applicant's TIA found that a deceleration lane is warranted but that Applicant does not own sufficient land for the

length necessary and therefore recommends the installation of a taper. The Board prefers the installation of a deceleration lane but recognizes the specifications for the right turn deceleration lane or taper must be approved by PennDOT.

9. No customer test drives may occur from the Property.

10. Applicant shall revise the Revised Plans to provide a shared use path or sidewalk along the frontage of the Property along Pottstown Pike. The specifications for the shared use path or sidewalk shall be approved by the Board as part of the land development plans.

11. Applicant shall coordinate with the Township during land development and attempt to provide a location for a public trail on the Property that would provide a connection to the trails at the Township park at Fellowship Road.

12. Unless another arrangement is agreed upon by the Applicant and Township during land development, Applicant shall pay the Township's transportation impact fee based on Chapter 79 of the Township Code as calculated by the Township Traffic Engineer.

13. Applicant shall design and install an entrance feature to the Property that is consistent with other entrance features that have been installed in the vicinity of the property such as the monument sign for the Lexus dealership at 400 Pottstown Pike and the monument sign for the Reserve at Eagle development.

14. Applicant and its successors and assigns in interest to the Property shall be strictly bound by this Decision.

**UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS**

Jennifer F. Baxter, Chairperson

Andrew P. Durkin, Vice Chairperson

Sandra M. D'Amico, Supervisor

UPPER UWCHLAN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWNSHIP OF UPPER UWCHLAN, CHESTER COUNTY, PENNSYLVANIA, AMENDING CHAPTER 200 OF THE UPPER UWCHLAN TOWNSHIP CODE TITLED "ZONING" TO ADD DEFINITIONS OF ATHLETIC CLUB, AUTOMOBILE SERVICE ESTABLISHMENT, CONTRACTOR'S ESTABLISHMENT, HOOKAH BAR/LOUNGE, MICROBREWERY, MINI WAREHOUSE/SELF STORAGE, MUNICIPAL USE, OFFICE BUILDING, PERSONAL SERVICE ESTABLISHMENT, AND PUBLIC PLACE OF AMUSEMENT OR RECREATION IN SECTION 200-7; TO AMEND THE DEFINITION OF EDUCATIONAL USE, RECREATION, ACTIVE, RECREATION, PASSIVE, AND DWELLING UNIT IN SECTION 200-7; TO AMEND THE DEFINITION OF RETAIL TRADE TO BE RETAIL STORE IN SECTION 200-7; TO AMEND THE PURPOSE STATEMENT FOR THE C-1 VILLAGE DISTRICT IN SECTION 200-32; 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; TO AMEND THE PURPOSE STATEMENT FOR THE LI-LIMITED INDUSTRIAL DISTRICT IN SECTION 200-43; TO AMEND THE USE REGULATIONS FOR THE LI-LIMITED INDUSTRIAL DISTRICT IN SECTION 200-44; TO DELETE SECTION 200-63 TITLED CONVERSION OF DWELLINGS; AND TO AMEND SECTION 200-88.C REGULATING SWIMMING POOLS.

EXHIBIT LIST

Hearing Date: July 15, 2024 at 7:00 p.m.

- B-1: Proof of Publication in the *Daily Local News* on June 24, 2024 and July 1, 2024
- B-2: Email dated June 11, 2024 from Jill Kirk to the Chester County Law Library and *Daily Local News* providing proposed amendment for public inspection
- B-3: Minutes from Township Planning Commission Meeting held on May 9, 2024
- B-4: Chester County Planning Commission review letter dated June 3, 2024

NOTICE IS GIVEN that the



NOTICE IS GIVEN that the Board of Supervisors of Upper Uwchlan Township will conduct a public hearing as part of their regular public meeting on July 15, 2024 at 7:00 p.m., prevailing time at the Township Building, 140 Pottstown Pike, Chester Springs, PA 19425, to consider and possibly adopt an Ordinance with the following title and summary: 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, HOOKAH BAR/LOUNGE, MICROBREWERY, MINI WAREHOUSE/SELF STORAGE, MUNICIPAL USE, OFFICE BUILDING, PERSONAL SERVICE ESTABLISHMENT, AND PUBLIC PLACE OF AMUSEMENT OR RECREATION IN SECTION 200-7; TO AMEND THE DEFINITION OF EDUCATIONAL USE, RECREATION, ACTIVE, RECREATION, PASSIVE, AND DWELLING UNIT IN SECTION 200-7; TO AMEND THE DEFINITION OF RETAIL TRADE TO BE RETAIL STORE IN SECTION 200-7; TO AMEND THE PURPOSE STATEMENT FOR THE C-1 VILLAGE DISTRICT IN SECTION 200-32; 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; TO AMEND THE PURPOSE STATEMENT FOR THE LI-LIMITED INDUSTRIAL DISTRICT IN SECTION 200-43; TO AMEND THE USE REGULATIONS FOR THE LI-LIMITED INDUSTRIAL DISTRICT IN SECTION 200-44; TO DELETE SECTION 200-63 TITLED CONVERSION OF DWELLINGS; AND TO AMEND SECTION 200-88.C REGULATING SWIMMING POOLS. The complete verbatim text of the proposed Ordinance is available for public inspection and may be examined without charge or obtained for a charge not greater than the cost thereof at the Township Building located at 140 Pottstown Pike, Chester Springs, PA 19425 during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, and is also on file for public inspection at the offices of the Daily Local News by calling (215) 648-1066 and the Chester County Law Library, located at the Chester County Justice Center, Suite 2400, 201 W. Market Street, West Chester, Pennsylvania, where the same may be examined without charge. If any person requires an accommodation to participate in the hearing, please contact the Township building at least 24 hours in advance of the hearing at (610) 458-9400. Upper Uwchlan Township Kristin S. Camp, Solicitor DLN 6/24, 7/1; 1a

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intention to make any such
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discrimination."

LEGAL NOTICES

BOROUGH OF DOWNTOWN BOROUGH COUNCIL MEETING NOTICE

NOTICE IS GIVEN that the Borough Council of the Borough of Downingtown will cancel the July 3, 2024 meeting and reschedule to July 10, 2024 at 7:00 p.m. at the Municipal Government Center located at 4 W. Lancaster Avenue, Downingtown, Pennsylvania.

Jeffrey A. Smith
Manager/Secretary
DLN 7/1; 1a

BOROUGH OF DOWNTOWN PUBLIC MEETING SCHEDULE CHANGES

NOTICE IS GIVEN effective July 1, 2024 the Borough's Historic Commission will meet the 2nd and 4th Wednesday of each month, as needed, at 7:00 p.m. in the Admin. Conference Room. The Shade Tree Commission will meet on the 4th Tuesday of each month, as needed, at 7:00 p.m. in the East Conference Room. Meetings are held at the Municipal Government Center located at 4 W. Lancaster Avenue, Downingtown, Pennsylvania.

Millie Byerly
Asst. Borough Secretary
DLN 7/1; 1a

DOCUMENT 001113 - ADVERTISEMENT

Sealed Bids for the Officers Run Stream Restoration at Strasburg Road Project will be received on PennBid (www.PennBid.net) only until 12:00 pm, prevailing time, Thursday, July 25, 2024. Bids will be deemed opened following the due time and the bid results will be available for viewing at the PennBid website. Bids received after Bid opening will not be accepted.

Drawings, Specifications and other documents constituting the Bidding and Contract Documents are online, without charge, at www.PennBid.net. Reproduction of the Bidding and Contract Documents, or their placement on web sites other than PennBid, is not permitted. All questions must be submitted through PennBid.

Bids shall be accompanied by Bid Security in the form of a certified check, cash, bank cashier's check, treasurer's check or Bid Bond in the form provided in the Bidding Documents, with corporate surety satisfactory to the Owner, in an amount not less than 10% of the Base Bid, naming as Obligee, West Sadsbury Township. Bid security shall be forfeited as liquidated

TRUST, AND TO AMEND § 200-14, TERMS DEFINED, TO ADD A DEFINITION FOR "MIXED USE", AND TO AMEND § 200-70, REQUIRED PARKING FOR SPECIFIC USES, TO ADD A PARKING REQUIREMENT FOR SELF-SERVICE STORAGE FACILITY

The Ordinance amends the Township Zoning Ordinance (i) to amend §200-39, CGO Corporate Gateway Overlay District to include additional permitted uses, revised development standards, architectural standards, and submission requirements; (ii) to amend §200-14 Terms Defined, to add a definition for "Mixed Use"; and (iii) to amend §200-70, Required Parking for Specific Uses, to add a parking requirement for self-service storage facility.

A complete copy of the proposed ordinance is available for examination by the public at the Daily Local, 390 Eagleview Boulevard, Exton, PA 19341, and at the Chester County Law Library, 201 West Market Street, West Chester, PA 19380. Copies of the ordinance are available to the public electronically on the Township's website or upon request and may be examined without charge. Arrangements can be made for copies for a charge not greater than the cost thereof to be obtained from the Township Municipal Building, Monday through Friday, 8:30 a.m. to 4:30 p.m. if you desire electronic or physical copies of the ordinance for inspection; require a reasonable accommodation to participate in the hearing; or would like further guidance on how to participate in the hearing - please contact the Township Director of Planning and Development at (610) 897-4265 or zbarber@eastwhiteland.org.

Steven Brown
Township Manager
DLN June 24 and July 1; 1a

NOTICE IS GIVEN that the Board of Supervisors of West Goshen Township will conduct a public hearing as part of the regularly scheduled public meeting on **July 16, 2024 at 6:00 p.m.** at the West Goshen Township Municipal Building, located at 1025 Paoli Pike, West Chester, Pennsylvania 19380 to consider the conditional use application filed by West Chester PA Senior Property LLC ("Applicant"). Applicant is the owner of an approximately 8.78 acre parcel situated at 1201 Ward Av-

with the following title and
summary:

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, HOTEL, BAR/Lounge, MICRO-BREWERY, DRINKERY, WAREHOUSE/SELF-STORAGE, MUNICIPAL OFFICE, OFFICE BUILDING, PERSONAL SERVICE ESTABLISHMENT, AND PUBLIC PLACE OF AMUSEMENT OR RECREATION IN SECTION 200-7; TO AMEND THE DEFINITION OF EDUCATIONAL USE, RECREATION, ACTIVE, RECREATION, PASSIVE, AND DWELLING UNIT IN SECTION 200-7; TO AMEND THE DEFINITION OF RETAIL TRADE TO BE RETAIL STORE IN SECTION 200-7; TO AMEND THE PURPOSE STATEMENT FOR THE C-1 VILLAGE DISTRICT IN SECTION 200-32; 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; TO AMEND THE PURPOSE STATEMENT FOR THE LI-LIMITED INDUSTRIAL DISTRICT IN SECTION 200-43; TO AMEND THE USE REGULATIONS FOR THE LI-LIMITED INDUSTRIAL DISTRICT IN SECTION 200-44; TO DELETE SECTION 200-63 TITLED CONVERSION OF DWELLINGS; AND TO AMEND SECTION 200-88.C REGULATING SWIMMING POOLS.

The complete verbatim text of the proposed ordinance is available for public inspection and may be examined without charge or obtained for a charge not greater than the cost thereof at the Township Building located at 140 Pottstown Pike, Chester Springs, PA 19425 during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, and is also on file for public inspection at the offices of the Daily Local News by calling (215) 648-1066 and the Chester County Law Library, located at the Chester County Justice Center, Suite 2400, 201 W. Market Street, West Chester, Pennsylvania, where the same may be examined without charge. If any person requires an accommodation to participate in the hearing, please contact the Township building at least 24 hours in advance of the hearing at (610) 458-9400.

Upper Uwchlan Township
Kristin S. Camp, Solicitor
DLN 6/29, 7/1; 1a

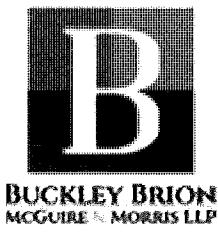
Jill Kirk

From: Jill Kirk
Sent: Tuesday, June 11, 2024 4:00 PM
To: 'Daily Local Legals'; 'Law Library'
Cc: Kristin Camp
Subject: Upper Uwchlan Township - Proposed Ordinance -NOT FOR ADVERTISEMENT
Attachments: UUT Ordinance - Chapter 200 (C-1 C-3 LI).pdf

Good afternoon. Enclosed for filing with the Daily Local News and Law Library is a true and correct copy of an ordinance for Upper Uwchlan Township which must be filed with your office and made available for public inspection prior to adoption by the Township.

Please confirm receipt of this email, and that this ordinance has been placed on file. Please let me know if you have any questions.

Thank you,
Jill



Jill Kirk, Legal Assistant
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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, HOOKAH BAR/LOUNGE, MICROBREWERY, MINI WAREHOUSE/SELF STORAGE, MUNICIPAL USE, OFFICE BUILDING, PERSONAL SERVICE ESTABLISHMENT, AND PUBLIC PLACE OF AMUSEMENT OR RECREATION IN SECTION 200-7; TO AMEND THE DEFINITION OF EDUCATIONAL USE, RECREATION, ACTIVE, RECREATION, PASSIVE, AND DWELLING UNIT IN SECTION 200-7; TO AMEND THE DEFINITION OF RETAIL TRADE TO BE RETAIL STORE IN SECTION 200-7; TO AMEND THE PURPOSE STATEMENT FOR THE C-1 VILLAGE DISTRICT IN SECTION 200-32; 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; TO AMEND THE PURPOSE STATEMENT FOR THE LI-LIMITED INDUSTRIAL DISTRICT IN SECTION 200-43; TO AMEND THE USE REGULATIONS FOR THE LI-LIMITED INDUSTRIAL DISTRICT IN SECTION 200-44; TO DELETE SECTION 200-63 TITLED CONVERSION OF DWELLINGS; AND TO AMEND SECTION 200-88.C REGULATING SWIMMING POOLS.

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.

HOOKAH 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, moon bounce 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.

SECTION 2. The definition of "Educational use" in Section 200-7 titled, "Definitions and word usage", shall be revised as follows:

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.

SECTION 3. The definition of "Retail Trade" in Section 200-7 titled, "Definitions and word usage", shall be revised to be "Retail Store."

SECTION 4. The definitions of Recreation, Active and Recreation, Passive in Section 200-7 titled, "Definitions and word usage", shall be revised as follows:

RECREATION, ACTIVE- Leisure activities which are usually performed with others, often requiring equipment and which take place at prescribed places that require physical alteration to the land area in which they are performed. The term "active recreation" includes but is not limited to swimming pools, tennis courts, baseball and other field sports, golf and playgrounds.

RECREATION, PASSIVE- Recreational pursuits that generally do not require a developed site and 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. The use of a paved path or trail for walking or biking shall be considered passive recreation.

SECTION 5. The definition of "Dwelling unit" in Section 200-7 titled, "Definitions and word usage", shall be revised as follows:

DWELLING UNIT- One or more rooms in a building, designed for occupancy by one family for living purposes and having its own permanently installed cooking and sanitary facilities, with no enclosed space (other than vestibules, entrances or other hallways or porches) in common with any other dwelling unit.

SECTION 6. Section 200-32, titled, "Purpose" for the C-1 Village District shall be amended as follows:

§ 200-32. Purpose.

The regulations for the C-1 Village District are intended to preserve the historical development patterns of the villages of Eagle and Byers Station Historic District, and establish standards for development and coordinated street, parking, landscape improvements and pedestrian amenities, so as to complement the village setting and

provide for safe and convenient access. They are also intended to provide for a variety of uses in a manner which facilitates and promotes pedestrian travel within the village setting.

SECTION 7. 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.
 - (11) Passive recreation.
- 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.
- (6) Active recreation.

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 8. 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) Passive recreation.
- (11) Active recreation.

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.
- (12) Hookah bar/lounge.
- 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 9. Section 200-43, titled, "Purpose" for the LI-Limited Industrial District shall be amended as follows:

§ 200-43. Purpose. It is the intent of the LI District, as outlined by the Upper Uwchlan Township Comprehensive Plan, to provide for limited industrial and other related intensive activities in the Township, to encourage the establishment of industrial uses which will offer additional employment opportunities to establish reasonable standards governing industrial development to ensure its compatibility with the character of the area and adjacent land uses, and to locate industrial uses within close proximity to major roads in order to provide safe and efficient access by industrial-related traffic.

SECTION 10. Section 200-44, titled, "Use regulations" for the LI-Limited Industrial District shall be amended as follows:

§ 200-44. Use regulations. A building may be erected, altered or used, and a lot may be used or occupied, for any of the following purposes, and no other:

- A. 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.
- (12) Passive recreation.
- (13) Active recreation.

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.

SECTION 11. Section 200-63, titled, "Conversion of dwellings" shall be deleted and the section number reserved.

SECTION 12. Section 200-88.C shall be amended as follows:

"All swimming pools, excluding portable or aboveground pools less than three feet in depth, shall be completely enclosed by a contiguous fence no less than four feet in height that completely surrounds the pool, that serves as a restricted barrier against trespass. All swimming pool fences shall adhere to applicable Building Code regulations, and shall be maintained in good condition. A dwelling, accessory building, or other structure allowed by this chapter may be used as part of such enclosure. All gates and doors opening through any

swimming pool enclosure shall be equipped with a self-closing and self-latching device for keeping such gate or door securely closed and latched at all times when not in use."

SECTION 13. Severability. If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof not been included herein.

SECTION 14. 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 15. 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



UPPER UWCHLAN TOWNSHIP

Planning Commission

May 9, 2024

6:00 p.m. Workshop

7:00 p.m. Meeting

Minutes

Approved

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

Attendees:

Sally Winterton, Chair; Joe Stoyack, Vice-Chair; Chad Adams, David Colajezzi, Jim Dewees, Steve Fean, Jeff Smith

Anthony Campbell, Zoning Officer (Workshop)

Mary Lou Lowrie, P.E., Gilmore & Associates (Meeting)

Gwen Jonik, Planning Commission Secretary

Absent: Jessica Wilhide, Taylor Young

Sally Winterton called the Workshop to order at 6:00 p.m. There was 1 citizen in attendance.

C1, C3, LI Zoning District Uses Ordinance Amendments

The Commission is reviewing a draft dated April 22, 2024, prepared by Kristin Camp, Esq., Township Solicitor, which addresses the Commission's recommendations from the April meeting, as well as the County Planning Commission's comments. The question this evening is where to allow passive and active recreation. Discussion included: that passive recreation be allowed by-right in C1, C3, and LI; active recreation should be allowed by-right in C3 and LI, and by conditional use in C1; is this for township-owned recreation areas or private property owners; would be private property owners; we'd like businesses, for tax base.

Jeff Smith moved that the revisions to date are accepted by the Commission and that passive recreation be allowed by-right in the C1, C3 and LI Districts and active recreation be allowed by-right in C3 and LI and by conditional use in C1 District. Jim Dewees seconded. The motion carried unanimously.

Jeff Smith moved to recommend that the April 22, 2024 draft ordinance with the recreation-related amendments voted upon this evening be forwarded to the Board of Supervisors for approval as amended. David Colajezzi seconded. The motion carried unanimously.

Short-term Rentals Ordinance Draft

Anthony Campbell explained that the Board was interested in regulations for short-term rentals, such as AirBnBs. A draft ordinance was prepared by the Township Solicitor proposing short-term rentals could be allowed via conditional use in the R1 and R2 Zoning Districts, include minimum standards for safety, parking, occupancy, annual registration and safety inspections, and licensing for AirBnBs. These regulations would be enforceable by the Zoning Officer; he'd verify minimum safety standards.

Discussion included:

1. Add "upon reasonable notice periodic inspections can occur in between";
2. would these need a temporary signs allowance (they'd have to meet sign regulations for residential zones and HOAs);
3. would number of guests per bedroom include sofa beds (no, it's not in a bedroom)
4. is this for primary residence, accessory buildings (primary residence / principal use)

The Commission would like to discuss this further at the June Workshop.

The Workshop was adjourned at 6:55 p.m.

7:00 p.m. Meeting

Sally Winterton called the meeting to order at 7:00 p.m. There were 3 citizens present.

301 Park Road – P.J. Reilly Headquarters ~ Revised Preliminary Land Development Plan

Joe Mongeluzi of Wilkinson Apex noted the project was first before the Commission in December 2022. The engineering firm who began the project, Wilkinson, merged with Apex Engineering, and the engineer working on the project has since left the company. Mr. Mongeluzi and Steve Bocker have been working on it. The project also needed zoning variance(s). That Hearing was conducted in August 2023. The revised plans set is dated March 28, 2024. The project is to combine P.J. Reilly's shop and office to one location.

They are seeking 2 waivers: to not install sidewalks and relief from tree planting requirements. Due to the size of the existing stormwater basin and size of the site, there isn't enough room to plant all the trees and shrubs required. There is a trail across Park Road from the project.

Discussion included: provide adequate screening to protect Heather Hill neighbors and passersby from seeing the storage area; locations for the required number of trees/shrubs; the light poles will be 15-20' tall, 15' preferred, and the plan will be revised to correct spillage at Heather Hill intersection; they can comply with most of the consultants' comments; they'll remove the portion of the retaining wall that is in the Township right of way; they're not planning to store vehicles other than what is inside the garage; the storage yard is for materials; they meet the required parking for employees and the use; a chain link fence is proposed for the storage area – slatted fencing is preferred by Commission; the first floor will be parts and such for the equipment and the second floor is the office – is second floor ADA accessible?; the existing rancher will be demolished and materials would be hauled off site; the aesthetic of the proposed building is a pole barn with no integration of the surrounding character; the business is a site construction company – dump trucks, low-boy for hauling backhoes and bulldozers, contained in the building; there is a fuel storage area, above-ground dual-contained tanks to the rear of the building, enclosed partially with concrete to contain spills; unsure if building will be sprinklered; where will vehicles be stored overnight if there's no room in the garage?; concern with the 70' long low-boy making turns in/out, doesn't have maneuverability from each direction; usual start time @ 6:00 or 6:30 a.m.; the consultant had suggested in lieu of the required plantings, perhaps native species could be planted in the sedimentation basin, however, the Commission doesn't favor that idea, preferring the trees and shrubs be planted along the front of the property to block the site from view; they've reduced the 4 stormwater management measure to 2 – underground system with manholes at the surface – 1 in the front, 1 in the back; some stormwater structures are in the setbacks so they should request a waiver.

Leah Seace, Lila Lane resident, commented on the impact of the large equipment on Park Road, noise at 6:00-6:15 a.m. at the trucks start up, employees vehicles will be parked there, the shipping containers for storing the materials won't be adequately screened with fencing – it won't be tall

enough, the truck/trailer combination pulling on to Park Road looks like it would cross the center line, and some of the information this evening conflicts with the Zoning Hearing testimony. Gerry Stein, Greenridge Road resident, asked to see the building architecture.

Mr. Mongeluzi and the Commission will request Mr. Reilly attend the June Planning Commission meeting to answer the questions raised this evening. Commission members request the Fire Marshal provide comment on the fuel tanks, and the architecture is unacceptable.

Byers Station Parcel 5C Lot 2B Commercial ~ Amended PRD Plan

Alyson Zarro, Esq., Chris Puzinas – Bohler Engineering, and Guy DiMartino – TPD, were present. Ms. Zarro advised the Applicant has been actively marketing the property but has revised the previously approved Plan to just 2 buildings – a 10,500 SF daycare center in the same spot with play area relocated to the north end (5,500 SF play area) and a 10,500 SF 6-store pad, 80 parking spaces plus 8 in reserve. They withdrew the previously approved phased plan – the proposed drive-through restaurant on the northern portion of the parcel is removed and there is nothing else planned on the parcel at this time. If they want to further develop the parcel in the future, they'd have to come back for another approval.

The Commission suggested they expand the play area for the daycare center.

Discussion included: the retail building has fewer bays - only 6 now; the architecture of the school remains the same as approved with the initial land development approval; protect the playground from Route 100 traffic – add bollards; the fencing around the play area is probably a nice vinyl fence and State licensing for the daycare will dictate the height of fence; the master stormwater plan already exists; minor grading is needed; they'll comply with the consultants' comments; they'll put the curbing in where Iris Lane was supposed to extend to Route 100; there's no longer a left turn in to the development from southbound Route 100; Begonia will remain a private road and there's already an agreement for that between the Villages at Chester Springs, the Enclave at Chester Springs, and Parcel 5C 2B owners; there are a few tenants interested in the retail spaces, including Jersey Mike's; trash and recycling area doesn't seem adequate for 10,500 SF school and a restaurant – they'll look at adding a second trash and recycling area.

Jeff Smith moved to recommend approval to the Board of Supervisors of the Plan as submitted with the addition of protective bollards between the playground and Route 100/Pottstown Pike and inclusion of another receptacle for trash/recycling disposal. Joe Stoyack added another condition of withdrawing the prior plan for this Lot including the Route 100 ingress/egress. Jeff Smith accepted the amendment, Joe Stoyack seconded, and the motion carried with 6 in favor and 1 abstention (Deweese).

Meeting Updates ~ Reports

Environmental Advisory Council (EAC). There was no report. Sally Winterton noted the EAC had a successful Earth Day celebration.

Historical Commission (HC). David Colajezzi mentioned the "Know Your Barns" lecture May 22 at Upland Farm Park and the County Town Tour/Walk is June 27 at Upland Farm Park – volunteers are needed.

Village Design Guidelines / Village Concept Plan (VDG/VCP). Sally Winterton noted the next meeting is late May.

Comprehensive Plan Update (CompPlan). Sally Winterton advised that the consultant is working on the mission/vision.

Approval of Minutes

Jim Dewees moved, seconded by Jeff Smith, to approve the April 11, 2024 Meeting minutes as presented. The motion carried unanimously.

Sally Winterton announced the next meeting is scheduled for June 13. A Workshop will be held at 6:00 p.m. to review the short-term rental ordinance draft and potential amendments to the landscape design ordinance.

Open Session

Joe Stoyack requested the traffic engineer attend the next CompPlan meeting to discuss the transportation chapter regarding traffic studies and recommendations.

Steve Egnaczyk made comment that some traffic studies don't seem to represent the reality.

Gerry Stein commented on sign regulations.

Sally Winterton commented on the timing of the light at Ticonderoga Boulevard.

Adjournment

Jim Dewees moved, seconded by Chad Adams, to adjourn at 9:03 p.m. All were in favor.

Respectfully submitted,

Gwen A. Jonik
Planning Commission Secretary



THE COUNTY OF CHESTER

COMMISSIONERS

Josh Maxwell
Marian D. Moskowitz
Eric M. Roe

Brian N. O'Leary, AICP
Executive Director

PLANNING COMMISSION

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



June 3, 2024

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

Re: Zoning Ordinance Amendment - Definitions, use regulations in C-1, C-3, LI Districts
Upper Uwchlan Township - ZA-05-24-18107

Dear Mr. Scheivert:

The Chester County Planning Commission has reviewed the proposed Upper Uwchlan Township Zoning Ordinance amendment as submitted pursuant to the provisions of the Pennsylvania Municipalities Planning Code, Section 609(e). The referral for review was received by this office on May 22, 2024. We offer the following comments to assist in your review of the proposed Zoning Ordinance amendment.

DESCRIPTION:

1. Upper Uwchlan Township proposes the following amendments to its Zoning Ordinance:
 - A. The following definitions are to be added: "athletic club", "automobile service establishment", "contractor's establishment", "hookah bar/lounge", "microbrewery", "mini warehouse-self storage", "municipal use", "office building", "personal service establishment", "public place of amusement or recreation";
 - B. The definitions of "Educational use", "recreation, active", "recreation, passive", and "dwelling unit" are revised;
 - C. Use regulations in the C-1 Village District, the C-3 Highway Commercial District, the LI Limited Industrial District are amended;
 - D. "Conversion of Dwellings" in Section 200-63 is to be deleted ("Conversion of Dwellings" is regulated by special exception in the C-1 Village District and the C-3 Highway Commercial District, allowing a single-family dwelling to be converted into a dwelling containing a greater number of dwelling units);
 - E. Swimming pool regulations are to be amended (a requirement that a fence must be white or earth tone in color is to be deleted); and
 - F. Other minor edits were included.

BACKGROUND:

2. The Chester County Planning Commission reviewed an earlier version of this submission, and our comments were forwarded to the Township in a letter dated March 12, 2024 (refer to CCPC # ZA-02-24-18007). We noted in our letter that the revisions to the use regulations in the C-1 Village District, the C-3 Highway Commercial District, the LI Limited Industrial District appear to be consistent with the general organization of land uses in these Districts. The revisions also improve clarity and organization.

Page: 2

Re: Zoning Ordinance Amendment - Definitions, use regulations in C-1, C-3, LI Districts
Upper Uwchlan Township - ZA-05-24-18107

3. The Township addressed our other comments in our previous review, notably regarding the regulation of “hookah bar/lounge” and definitions and regulations relating to “recreation, active”, “recreation, passive” and “recreational uses”.
4. “Conversion of Dwellings” in Section 200-63 is to be deleted; this may imply that the related references to it in the C-1 Village District and the C-3 Highway Commercial District will also be deleted. The Township should verify this edit in the final amendment. We have no further substantial comments on this current submission.

RECOMMENDATION: Upper Uwchlan Township should consider the comments in this letter before acting on the proposed zoning ordinance amendment.

We request an official copy of the decision made by the Upper Uwchlan Township Supervisors, as required by Section 609(g) of the Pennsylvania Municipalities Planning Code. This will allow us to maintain a current file copy of your ordinance.

Sincerely,



Wes Bruckno, AICP
Senior Review Planner