



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS, DRAFT 2025 BUDGET
WORKSHOP
October 8, 2024
4:00 p.m.

AGENDA

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

		Packet Page #
I.	Call to Order	
A.	Salute to the Flag	
B.	Moment of Silence	
C.	Inquire if any Attendee plans to audio or video record the Workshop	
D.	Executive Sessions were held September 16, 2024 regarding real estate, September 17, 2024 regarding legal matter, and October 3, 2024 regarding real estate.	
II.	Appointment ~ Park & Recreation Board Member	
III.	241 Park Road Land Development Agreement, Financial Security Agreement, Stormwater Management Operation & Maintenance Agreement ~ Consider Approval	2
IV	480 Pottstown Pike Minor Subdivision Plan ~ Review Draft Motion of Approval	48
V.	Struble Trail Extension Drainage Improvement ~ Introduction, Discussion	50
VI.	Municipal Authority Wastewater Treatment Plant Expansion Phase III ~ Introduction of Reimbursement Request from McKee - \$2,000,000	67
VII.	Draft 2025 Budget ~ Discussion	72
A.	General Fund	
1.	Police Department	
2.	Building / Codes Department	
3.	Public Works Department	
B.	Solid Waste Fund	
C.	Liquid Fuels Fund	
VIII.	Open Session	
IX.	Adjournment	

LAND DEVELOPMENT AGREEMENT

241 PR Partners, LLC

THIS LAND DEVELOPMENT AGREEMENT (together with all modifications and amendments, the “Agreement”) made this **19th day of September, 2024**, by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a second class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the “Township”) and **241 PR Partners, LLC**, a Pennsylvania Limited Liability Company with offices at 114 East Lancaster Avenue, 2nd Floor, Downingtown, Pennsylvania 19335 (the “Developer”).

BACKGROUND:

A. Developer proposes to develop a **0.819 +- acre** piece of property, known as Chester County **Tax Parcel No. 3204-0034-0000** (32-4-37) situate at 241 Park Road, and **Tax Parcel No. 3204-0038-0800** (32-4-38.8) situate at 253 Park Road, Downingtown, Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed subdivision and/or land development known as **“241 Park Road”** (the “Subdivision/Development”).

B. The Upper Uwchlan Township Board of Supervisors (the “Board”) granted final land development approval of the Subdivision/Development on **August 19, 2024** pursuant to a Motion of Approval. Developer received final approval of the land development plans for the Subdivision, subject to, among other things entering into a Financial Security Agreement and this Agreement, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.

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 **combined 0.819 +- acre** tract **located at 241 Park Road and 235 Park Road, Downingtown, Upper Uwchlan Township, Chester County, Pennsylvania**, and which is more fully and further shown and described on the Plans.

(2) “Plans” shall mean the land development plan entitled “Final Land Development Plan for **241 Park Road**” prepared by Commonwealth Engineers, Inc., dated **December 4, 2023**, last revised September 18, 2024, consisting of sixteen (16) 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 daycare facility, together with new streets and roads to serve the same and such other Improvements, as hereinafter defined, proposed or required in, on and/or related to the Subject Land Development, as the same are more fully depicted on the Plans.

(4) “Improvements” shall mean all those streets, roads, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, sanitary sewers, site grading, 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.

(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 Improvements shall be completed on or before the date occurring one (1) year from the date of this Agreement. Upon written request of Developer and approval of the Township, the Completion Date may be extended from time to time, provided that (i) Developer's written request is received by the Board of Supervisors not less than twenty (20) days prior to the then-current completion date, and (ii) the Financial Security is also extended so that it continues valid and effective for all purposes thereof to a date occurring at least sixty (60) days after the extended completion date. Such times shall be of the essence.
- E. Developer shall be solely responsible, at its sole cost and expense, for the repair and maintenance of all 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 Improvements" shall mean, without limitation, keeping the 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, (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 **\$303,127.55**, which is 110% of the total cost estimate as set forth in Exhibit "B" attached hereto and made fully part hereof. The amount of the Financial Security shall be subject to such increase, adjustment and reduction as provided in and by the Financial Security Agreement.

4. **Dedication.**

- A. Developer, at its expense, hereby offers to dedicate the following to the Township (or the Township Municipal Authority for the sewer lines and sewer easements) and with respect to the same, hereby agrees to tender to the Township and/or the Municipal Authority, as applicable, deeds of dedication containing such provisions and in such form as shall be approved by the Township or Municipal Authority Solicitor:

- (1) All that certain new street/road, designated on the Plans as _____ to the full ultimate rights-of-way widths and lengths thereof, together with all road and other Improvements (including, without limitation, stormwater management facilities) as shall be constructed, installed, or otherwise completed in, under, or upon said streets or roads in accordance with and pursuant to the Plans and this Agreement;
- (2) All portions of the Tract, to the extent not heretofore dedicated to the Township, which portions are within the ultimate right-of-way lines of _____, together with all road and other Improvements (including, without limitation, stormwater management facilities) as shall be constructed, installed, or otherwise completed in, under, or upon said portions in accordance with and pursuant to the Plans and this Agreement;
- (3) All sanitary sewer easement areas, and the sanitary sewer facilities constructed within such easement areas, as are shown on the Plans;
- (4) All portions of the Tract designated on the Plans as open space areas to be dedicated to the Township for public use; and
- (5) Any or all other facilities specified to be dedicated to the Township as part of the approval of the Plans.

B. The Township shall accept dedication of the items described in Subsection A above, by deed of dedication (or other instrument) or otherwise, when all of the following have been satisfied, at the sole expense of Developer:

- (1) Certification by the Township Engineer that all Improvements which are to be dedicated have been satisfactorily completed fully in accordance with the terms of Section 2 above;
- (2) Deposit of a maintenance bond or other security, as provided under Section 5 below, with respect to each of the Improvements to be accepted for dedication; and
- (3) Advancement and/or reimbursement to the Township of and for all costs, expenses and fees as provided under and in accordance with Section 7 below;

5. **Maintenance Bond or Other Financial Security.**

The maintenance bond or other financial security, to be deposited by Developer under Section 4.B(2) above as a condition to the Township's acceptance of dedication of any of the Improvements offered for dedication under Section 4.A shall be in accordance with the following:

- (1) The form and provisions of the bond or other financial security shall reasonably be approved by the Township Solicitor;
- (2) The type of the bond or other financial security shall be a type permitted by Section 509 of the MPC;
- (3) The bond or other financial security shall be posted with (1) a bonding company; or (2) lending institution chartered by the Federal Government or the Commonwealth of Pennsylvania, provided said bonding company or lending institution is authorized to conduct such business within the Commonwealth of Pennsylvania;
- (4) The bond or other financial security shall provide for and secure to the public, as represented by the Township with respect to each of the dedicated Improvements, the structural integrity and proper functioning of each such Improvement, in accordance with the design and specifications thereof as shown on the Plans, for a term of eighteen (18) months from the date when the Township accepts dedication of each such Improvement;
- (5) The amount of the bond or other financial security shall be equal to Fifteen Percent (15%) of the actual costs of installing, constructing or otherwise completing the dedicated Improvements covered by the bond or other financial security;
- (6) The bond or other financial security shall provide that in the event the structural integrity or proper functioning of any of the dedicated Improvements, covered by the bond or other financial security, is not in accordance with the design and specifications of the Plans for the aforesaid 18-month term, the bonding company or lending institution, which issues or holds the bond or other financial security, shall pay to the Township, or its order, from time to time, as the Township shall determine and demand, all or part of the amount of the bond or other financial security; and that such payment shall be made by the bonding company or lending institution to the Township, or its order, at and upon receipt from the Township of a written demand for such payment (in, to or of which demand the consent, joinder, agreement and/or approval of

Developer shall not be required). The bond or the financial security shall further provide that the aforesaid right of the Township to payment under the bond or other financial security shall not constitute the exclusive right and/or remedy of the Township, but shall be in addition to such other or further rights and/or remedies as may be available to the Township under this Agreement, at law, in equity, or otherwise, in the event that the structural integrity or proper functioning of any of the dedicated Improvements is not in accordance with the design and specifications as aforesaid; and that the aggregate payments made to the Township, or its order, by the bonding company or lending institution shall not exceed the amount of the bond or other financial security (plus any interest which may be earned on the principal thereof); and

- (7) Final release of Developer under and from the bond or other financial security shall be subject to the advancement and/or reimbursement to the Township of and for all costs, expenses and fees under and in accordance with Section 7 below.

6. **Failure to Complete; Other Default.**

- A. In the event that any of the Improvements 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. Developer shall, in accordance with the Subdivision and Land Development Ordinance (and/or any schedules which have been or may be adopted thereunder from time to time or at any time), (i) deposit monies with the Township, to be held in escrow by the Township, to cover the costs, expenses and fees, described in Subsection A above, and (ii) thereafter replenish such escrow deposits.
- C. 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 fifteen (15) 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.

- D. The Township, under and in accordance with the Financial Security Agreement, shall have the right to recover, from and under the Financial Security, the costs, expenses and fees, described in Subsection A above, notwithstanding that the amount of the Financial Security Agreement, but for this Subsection D, is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees. Such right shall be in addition to such other or further rights or remedies as may be now or hereafter available to the Township under this Agreement, the Financial Security Agreement, the Subdivision and Land Development Ordinance, and/or the MPC, and/or otherwise at law or in equity.
- E. 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.

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.

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

UPPER UWCHLAN TOWNSHIP

Attest:

By:

Guy A. Donatelli, Chairman

Jennifer F. Baxter, Chair

DEVELOPER

Attest:

James M. Hoagney

By:



Scott Risbon, Managing Partner
241 PR Partners, LLC

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF CHESTER :

On this _____ day of _____, 2024, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Jennifer F. Baxter, who acknowledged herself to be the Chair of the Board of Supervisors of Upper Uwchlan Township, and that she, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF CHESTER :

On this **19th** day of **September 2024**, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared **Scott Risbon**, who acknowledged himself/herself to be the Managing Partner of **241 PR Partners, LLC**, a Pennsylvania Limited Liability Company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Stacy J. Turner
Notary Public

My Commission Expires: 04/13/2024

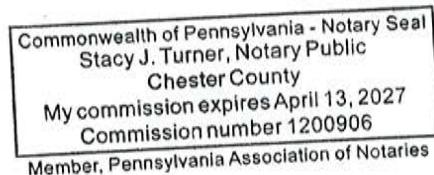


EXHIBIT "A"

PRELIMINARY/FINAL LAND DEVELOPMENT PLANS FOR 241 PARK ROAD

PLAN SHEETS

Sheet No.	Drawing No.	Title	Date	Last Revised Date
1	202317	Title Plan	12/04/2023	9/18/24
2	202317	Improvements Construction Plan	12/04/2023	9/18/24
3	202317	Site Analysis & Impact/Conservation Plan	12/04/2023	9/18/24
4	202317	Grading Plan	12/04/2023	9/18/24
5	202317	Utility Plan	12/04/2023	9/18/24
6	202317	Sanitary Sewer Details Sheet	12/04/2023	9/18/24
7	202317	Stormwater Management Plan	12/04/2023	9/18/24
8	202317	Construction Notes & Detail Sheet	12/04/2023	9/18/24
9	202317	Landscape Plan	11/27/2023	9/18/24
10	202317	Landscape & Lighting Details	11/27/2023	9/18/24
11	202317	Lighting Plan	11/27/2023	9/18/24
12	202317	Lighting Plan – Township Light	11/27/2023	9/18/24
13	202317	Erosion and Sediment Control Plan	12/04/2023	9/18/24
14	202317	E&S Notes and Details Sheet	12/04/2023	9/18/24
15	202317	Sight Distance & Profiles Plan	12/04/2023	9/18/24
16	202317	Vehicle Circulation Plan	12/04/2023	9/18/24

EXHIBIT “B”

FINANCIAL SECURITY

FINANCIAL SECURITY AGREEMENT

241 PARK ROAD

THIS FINANCIAL SECURITY AGREEMENT (together with all modifications and amendments, the “Agreement”) made this **19th day of September, 2024** by **UPPER UWCHLAN TOWNSHIP**, Chester County, Pennsylvania, a second class Township, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (the “Township”) (the “Township”) and **241 PR Partners, LLC**, a Pennsylvania Limited Liability Company, with offices at 114 East Lancaster Avenue, 2nd Floor, Downingtown, PA 19335, Pennsylvania **241 PR Partners, LLC** (the “Developer”), and **Meridian Bank**, with offices at 9 Old Lincoln Highway, Malvern, Pennsylvania 19355 (the “Financial Institution”).

BACKGROUND:

A. Developer proposes to develop a combined **0.819 +/- acre** piece of property, known as Chester County **Tax Parcel No. 3204-0037-0000** (32-4-37) situate at 241 Park Road, and **Tax Parcel No. 3204-0038-0800** (32-4-38.8) situate at 235 Park Road, Downingtown Upper Uwchlan Township, Chester County, Pennsylvania, in accordance with a proposed subdivision and/or land development known as “**241 Park Road**” (“Subdivision/Development”).

B. The Upper Uwchlan Township Board of Supervisors (the “Board”) granted final land development approval of the Subdivision/Development on **August 19, 2024**, pursuant to a Motion of Approval. Developer received final approval of the land development plans for the Subdivision/Development, subject to, among other things entering into this Agreement and the Development Agreement, as hereinafter defined, and posting the Financial Security, as hereinafter defined, to complete the Secured Improvements, as hereinafter defined.

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, combined **0.819 +/- acre tract** of property situate at **235 Park Road and 241 Park Road in Upper Uwchlan Township**, Chester County, Pennsylvania, and which is more fully and further shown and described on the Plans.

(3) "Plans" shall mean that certain final subdivision and/or land development plan set entitled "**Final Land Development Plan for 241 Park Road**" prepared by Commonwealth Engineers, Inc., dated December 4, 2023, last revised **September 18, 2024**, consisting of sixteen (16) sheets, as more particularly described in the Development Agreement.

(4) "Subject Land Development" shall mean the proposed land development of the Tract as a Daycare Facility together with new streets and roads to serve the same and such other improvements proposed or required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the Plans.

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

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

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

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

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

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

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

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

2. **Financial Security.**

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

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

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

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

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

C. The initial amount of the Financial Security shall be **\$303,127.55** which amount is 110% of the total of (i) the estimated costs of completing the Secured Improvements and (ii) the estimated amounts of other costs, expenses and fees needed to reimburse the Township for the Township Engineer’s inspection or and report on the Improvements and any reasonable and necessary legal fees and expenses incurred by the Township for the Township Solicitor’s fees in enforcing this Agreement.

D. In addition to the Financial Security being posted to guarantee completion of the Phase I Secured Improvements, before construction of the Phase I Improvements may begin, Developer shall deposit with the Township a sum of money equal to _____ which sum represents 2% of the estimated cost of construction of the Phase I Secured Improvements (the “Inspection Escrow”). The Inspection Escrow shall be held in a non-interest bearing escrow account and shall be used by the Township to pay the costs of its professional consultants and engineer’s inspection of the Phase I Secured Improvements (the “Inspection Fees”). The Township shall pay the Inspection Fees from the Inspection Escrow. Developer shall be required to replenish the Inspection Escrow such that there is a minimum of 1% of the estimated cost of construction of the Phase I 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.

G. Developer agrees to remit to the Township all of the costs incurred by the Township for its professional consultants and Township Engineer to inspect the Improvements and to enforce this Agreement ("Professional Fees"). If Developer fails to pay the Township for such Professional Fees, the Township shall be entitled to withdraw from the Financial Security the amount necessary to pay for such costs. The Township shall provide a copy of all invoices for Professional Fees to the Developer.

1. 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.

2. 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 Chairman 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: (i) Ten Percent (10%) of the amount of the funds requested for release shall be retained and not released; and (ii) in no event shall the balance of the 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.

3. 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 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.

4. 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, whether or not such failure is the result of Developer's not establishing and/or not replenishing an escrow deposit with the Township for payment of such costs, expenses or fees, 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.

5. 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 and the Township shall release the remainder of the Inspection Escrow to Developer. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 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 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.

12. 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.

13. **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.

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, Developer or Financial Institution in favor of any other persons furnishing services or materials to or for the construction of the Development.

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

UPPER UWCHLAN TOWNSHIP

Attest:

By:

~~Guy A. Donatelli, Chairman~~

Jennifer F. Baxter, Chair

DEVELOPER

Attest:

James M. Haag
J.M.H.

By:

[Signature]
Scott Risbon, Managing Partner of
241 PR Partners, LLC

MERIDIAN BANK

By:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF CHESTER :

On this _____ day of _____, 2024, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Jennifer F. Baxter, who acknowledged herself to be the Chair of the Board of Supervisors of Upper Uwchlan Township, and that she, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

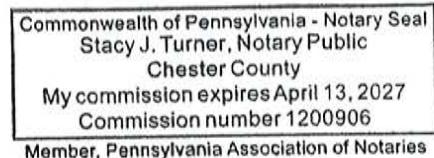
COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF CHESTER :

On this **19th** day of **September, 2024**, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared **Scott Risbon**, who acknowledged himself to be the Managing Partner of **241 PR Partners, LLC**, a Pennsylvania Limited Liability Company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Stacy J. Turner
Notary Public

My Commission Expires: 4.13.27



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF CHESTER :

On this _____ day of _____, 2024, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be a _____ of **Meridian Bank**, 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

ESCROW STATUS REPORT

GILMORE & ASSOCIATES, INC.
184 WEST MAIN STREET
SUITE 300
TRAPPE, PA 19425

SUMMARY OF ESCROW ACCOUNT										
PROJECT NAME:		241 Park Road								
PROJECT NUMBER:		23-12026								
PROJECT SPONSOR:		241 PR Partners LLC								
MUNICIPALITY:		UPPER UWCHLAN TOWNSHIP								
		TOTAL CONSTRUCTION (100%) = \$ 275,570.50								
		TOWNSHIP SECURITY (10%) = \$ 27,557.05								
		GRAND TOTAL ESCROWED = \$ 303,127.55								
		RELEASE NO.: 0								
		REQUEST DATE:								
ESCROW TABULATION					CURRENT ESCROW RELEASE		ESCROW RELEASED TO DATE (INCLUDES CURRENT REQUEST)		ESCROW REMAINING (AFTER CURRENT REQUEST)	
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	PERCENT COMPLETE
										PERCENT
A. E&S CONTROL										
1.	Construction Entrance	EA	1	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	1	\$ 3,500.00	0%
2.	12" Compost Filter Sock	LF	160	\$ 3.25	\$ 520.00	\$ -	\$ -	160	\$ 520.00	0%
3.	18" Compost Filter Sock,	LF	190	\$ 5.25	\$ 997.50	\$ -	\$ -	190	\$ 997.50	0%
4.	24" Compost Filter Sock	LF	280	\$ 9.00	\$ 2,520.00	\$ -	\$ -	280	\$ 2,520.00	0%
5.	Inlet Protection	EA	7	\$ 100.00	\$ 700.00	\$ -	\$ -	7	\$ 700.00	0%
6.	Concrete Washout	EA	1	\$ 950.00	\$ 950.00	\$ -	\$ -	1	\$ 950.00	0%
7.	Orange Construction Fence	LF	370	\$ 1.70	\$ 629.00	\$ -	\$ -	370	\$ 629.00	0%
SUBTOTAL ITEM A					\$ 9,816.50	\$ -	\$ -	\$ -	\$ 9,816.50	0%
B. STORM SEWER										
1.	6" HDPE Roof Drains	LF	180	\$20.00	\$ 3,600.00	\$ -	\$ -	180	\$ 3,600.00	0%
2.	12" HDPE	LF	100	\$35.00	\$ 3,500.00	\$ -	\$ -	100	\$ 3,500.00	0%
3.	15" HDPE	LF	140	\$42.00	\$ 5,880.00	\$ -	\$ -	140	\$ 5,880.00	0%
4.	Inlet C Top	EA	2	\$3,500.00	\$ 7,000.00	\$ -	\$ -	2	\$ 7,000.00	0%
5.	Inlet M Top	EA	1	\$3,400.00	\$ 3,400.00	\$ -	\$ -	1	\$ 3,400.00	0%
6.	Inlet C Top with Snout	EA	2	\$5,500.00	\$ 11,000.00	\$ -	\$ -	2	\$ 11,000.00	0%
7.	Inlet M Top with Snout	EA	2	\$5,500.00	\$ 11,000.00	\$ -	\$ -	2	\$ 11,000.00	0%
8.	Infiltration Bed SB-1	EA	1	\$57,400.00	\$ 57,400.00	\$ -	\$ -	1	\$ 57,400.00	0%
9.	Infiltration Bed SB-2	EA	1	\$34,500.00	\$ 34,500.00	\$ -	\$ -	1	\$ 34,500.00	0%
10.	Level Spreader	EA	1	\$1,500.00	\$ 1,500.00	\$ -	\$ -	1	\$ 1,500.00	0%
SUBTOTAL ITEM B					\$ 138,780.00	\$ -	\$ -	\$ -	\$ 138,780.00	0%

ESCROW STATUS REPORT

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

PROJECT NAME: 241 Park Road
PROJECT NUMBER: 23-12026
PROJECT SPONSOR: 241 PR Partners LLC
MUNICIPALITY: UPPER UWCHLAN TOWNSHIP

SUMMARY OF ESCROW ACCOUNT

TOTAL CONSTRUCTION (100%) = \$ 275,570.50
TOWNSHIP SECURITY (10%) = \$ 27,557.05
GRAND TOTAL ESCROWED = \$ 303,127.55

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
C. PARK ROAD IMPROVEMENTS												
1. Full Depth Pavement	SY	64	\$45.00	\$	2,880.00	\$	-	\$	-	64	\$	2,880.00
2. 8" No. 2A Compacted Modified Subbase	SY	64	\$16.00	\$	1,024.00	\$	-	\$	-	64	\$	1,024.00
3. Concrete Curb	LF	200	\$30.00	\$	6,000.00	\$	-	\$	-	200	\$	6,000.00
4. Concrete Sidewalk	SF	860	\$10.00	\$	8,600.00	\$	-	\$	-	860	\$	8,600.00
5. ADA Ramp	EA	1	\$3,000.00	\$	3,000.00	\$	-	\$	-	1	\$	3,000.00
SUBTOTAL ITEM C					\$ 21,504.00	\$	-	\$	-		\$	21,504.00
D. SANITARY SEWER												
1. Bore 4" SDR17 HDPE w/ Tracer Wire	LF	360	\$45.00	\$	16,200.00	\$	-	\$	-	360	\$	16,200.00
2. Dig up Existing MH / Tie In / Dig Test Holes over Util.	LS	1	\$15,000.00	\$	15,000.00	\$	-	\$	-	1	\$	15,000.00
3. traffic Control	LS	1	\$3,000.00	\$	3,000.00	\$	-	\$	-	1	\$	3,000.00
4. Patch Pave Sewer Trench	LS	1	\$2,000.00	\$	2,000.00	\$	-	\$	-	1	\$	2,000.00
SUBTOTAL ITEM D					\$ 36,200.00	\$	-	\$	-		\$	36,200.00
E. LANDSCAPING												
1. SHADE TREES	EA	13	\$850.00	\$	8,450.00	\$	-	\$	-	13	\$	8,450.00
2. EVERGREEN TREES	EA	9	\$400.00	\$	3,600.00	\$	-	\$	-	9	\$	3,600.00
3. ORNIMENTAL TREES	EA	5	\$400.00	\$	2,400.00	\$	-	\$	-	5	\$	2,400.00
4. EVERGREEN SHRUBS AND DECIDIOUS (18"-24")	EA	124	\$75.00	\$	9,300.00	\$	-	\$	-	124	\$	9,300.00
SUBTOTAL ITEM E					\$ 23,750.00	\$	-	\$	-		\$	23,750.00
H. MISCELLANEOUS												
1. Pavement Markings & Signage	LS	1	\$2,000.00	\$	2,000.00	\$	-	\$	-	1	\$	2,000.00
2. 1.5" Mill & Overlay of Park Road (Southern Travel Lane)	SY	391	\$20.00	\$	7,820.00	\$	-	\$	-	391	\$	7,820.00
3. Site Lighting (Within Right-of-way)	EA	3	\$600.00	\$	1,800.00	\$	-	\$	-	3	\$	1,800.00
4. Site Lighting (On Site)	EA	4	\$2,000.00	\$	8,000.00	\$	-	\$	-	4	\$	8,000.00
5. Trash Enclosure	LS	1	\$5,400.00	\$	5,400.00	\$	-	\$	-	1	\$	5,400.00
6. Concrete Monuments	EA	3	\$500.00	\$	1,500.00	\$	-	\$	-	3	\$	1,500.00
7. As-Built Survey Plan	LS	1	\$1,500.00	\$	1,500.00	\$	-	\$	-	1	\$	1,500.00
8. Fencing	LF	350	\$50.00	\$	17,500.00	\$	-	\$	-	350	\$	17,500.00
SUBTOTAL ITEM H					\$ 45,520.00	\$	-	\$	-		\$	45,520.00
TOTAL IMPROVEMENTS - ITEMS A-H					\$ 275,570.50	\$	-	\$	-		\$	275,570.50
I. RETAINAGE (10%)					\$	-	\$	-	\$	-	\$	-
J. TOWNSHIP SECURITY (10%)					\$ 27,557.05	\$	-	\$	-		\$	27,557.05
NET CONSTRUCTION RELEASE					\$	-	\$	-	\$	-	\$	303,127.55
SURETY AMOUNT					\$ 303,127.55	\$	-	\$	-		\$	-

EXHIBIT "B"

LETTER OF CREDIT

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 (the "Township") and **241 PR Partners, LLC**, ("Developer"), dated _____, 20____, concerning the construction, installation and completion of Improvements in the **241 Park Road** Land Development 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 Bank to guaranty, among other things, the completion of said work and Improvements, to the extent of the amount indicated in item III below, and to release said amount of reduction from and under the terms and conditions of the escrow account.

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

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

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

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

Date **Township Engineer**

Date **Chairman, Board of Supervisors**

Date **Township Manager**

<p>Prepared By: <i>Buckley Brion McGuire & Morris LLP</i> <i>118 West Market Street</i> <i>West Chester, PA 19382</i> <i>(610) 436-4400</i></p> <p>Return To: <i>Upper Uwchlan Township</i> <i>140 Pottstown Pike</i> <i>Chester Springs, PA 19425</i> <i>(610) 458-9400</i></p> <p>UPI #: 3204-0034-0000 (32-4-34) 241 Park Road</p> <p>UPI #: 3204-0038-0080 (32-4-38.8) 253 Park Road</p>	<p>For Recorder's Use Only</p>
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STORMWATER BEST MANAGEMENT PRACTICES (BMPs) AND CONVEYANCES OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this **19th day of September, 2024** by and between **241 PR Partners, LLC, 114 East Lancaster Avenue, 2nd Floor, Downingtown, PA 19335**, (hereinafter the “Landowner”), and **Upper Uwchlan Township, Chester County, Pennsylvania**, (hereinafter “Municipality”);

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, **Parcel No. 3204-0038-0800 at Deed Book 9939 and Page 1137 and Parcel No. 3204-0037-0000 at Deed Book 9939 and Page 1137**(hereinafter “Property”); and

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the Stormwater Best Management Practices (hereinafter BMP(s)) and Conveyances Operations and Maintenance Plan, Preliminary/Final Land Development Plans for 241 Park Road, approved by the Municipality on August 19, 2024 (hereinafter referred to as the “Plan”) for the Property, which is attached hereto as **Appendix A** and made part hereof, provides for management of stormwater within the confines of the Property through the use of BMP(s) and Conveyances; and

WHEREAS, the Municipality and the Landowner, for itself and its administrators, executors, successors, heirs, and assigns, agree that the health, safety, and welfare of the

residents of the Municipality 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” – Activities, facilities, designs, measures, or procedures as specifically identified in the Plan, used to manage stormwater impacts from Regulated Activities to provide water quality treatment, infiltration, volume reduction, and/or peak rate control, to promote groundwater recharge, and to otherwise meet the purposes of the Municipality’s Stormwater Management Ordinance. Stormwater BMPs are commonly grouped into one (1) of two (2) broad categories or measures: “structural” or “nonstructural.” Nonstructural BMPs or measures refer to low impact development and conservation design practices used to minimize the contact of pollutants with stormwater runoff. These practices aim to limit the total volume of stormwater runoff and manage stormwater at its source by techniques such as protecting natural systems and incorporating existing landscape features. Nonstructural BMPs include, but are not limited to, the protection of sensitive and special value features such as wetlands and riparian areas, the preservation of open space while clustering and concentrating development, the reduction of impervious cover, and the disconnection of downspouts from storm sewers. Structural BMPs are those that consist of a constructed system that is designed and engineered to capture and treat stormwater runoff. Structural BMPs are those that consist of a physical system that is designed and engineered to capture and treat stormwater runoff. Structural BMPs 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, bioretention, wet ponds, permeable paving, grassed swales, riparian buffers, sand filters, detention basins, and other manufactured devices designed to mitigate stormwater impacts. The BMPs identified in the Plan are permanent appurtenances to the Property; and

Conveyance – As specifically identified in the Plan, a manmade, existing or proposed facility, feature 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 Plan are permanent appurtenances to the Property; and

WHEREAS, the Municipality requires, through the implementation of the Plan, that stormwater management BMPs and conveyances, as required by the Plan and the Municipality’s Stormwater Management Ordinance, be constructed and adequately inspected, operated and maintained by the Landowner or their designee.

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 stormwater management site plans and specifications OR Simplified Approach Stormwater Management Site Plan as approved by the Municipality in the Plan.

3. Upon completion of construction, the Landowner shall be responsible for completing final As-Built Plans of all BMPs, Conveyances, or other stormwater management facilities included in the approved stormwater management site plan as per the requirements of the Stormwater Management Ordinance.

4. The Landowner shall inspect, operate and maintain the BMP(s) and Conveyance(s) as shown on the Plan in good working order acceptable to the Municipality and in accordance with the specific inspection and maintenance requirements in the approved Plan and the current version of the Pennsylvania Stormwater BMP Manual, as amended.

5. The Landowner hereby grants permission to the Municipality, 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 Plan and the Municipality's Stormwater Management Ordinance. Whenever possible, the Municipality shall notify the Landowner prior to entering the Property.

6. The Municipality shall inspect the BMP(s) and Conveyance(s) to determine if they continue to function as intended.

7. The BMP(s) and Conveyance(s) shall be inspected according to the following frequencies, at a minimum:

- a. Annually for the first 5 years.
- b. Once every 3 years thereafter.
- c. During or immediately after the cessation of a 25-year or greater storm, as determined by the Municipal Engineer.

Written inspection reports shall be created to document each inspection. The inspection report shall contain the date and time of the inspection, the individual(s) who completed the inspection, the location of the BMP, facility or structure inspected, observations on performance, and recommendations for improving performance, if applicable. Inspection reports shall be submitted to the Municipality within 30 days following completion of the inspection.

Landowners must notify the Municipality of BMP(s) and Conveyance(s) that are no longer functioning as designed and must coordinate with the Municipality to determine a schedule to repair or retrofit these systems to restore designed functionality.

8. The Landowner acknowledges that, per the Municipality's Stormwater Ordinance, it is unlawful, without written approval of the Municipality, to:

- a. Modify, remove, fill, landscape, alter or impair the effectiveness of any BMP or Conveyance that is constructed as part of the approved Plan;
- b. Place any structure, fill, landscaping, additional vegetation, yard waste, brush cuttings, or other waste or debris into a BMP or Conveyance that would limit or alter the functioning of the BMP or Conveyance;
- c. The BMP or Conveyance to exist in a condition which does not conform to the approved 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.

9. In the event that the Landowner fails to operate and maintain the BMP(s) and Conveyance(s) as shown on the Plan in good working order acceptable to the Municipality, the Landowner shall be in violation of this Agreement, and the Landowner agrees that the Municipality 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 Municipality 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 Municipality.

10. In the event that the Municipality, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for inspection, labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all expenses (direct and indirect) incurred within thirty [30] days of delivery of an invoice from the Municipality. Failure of the Landowner to make prompt payment to the Municipality may result in enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Landowner.

11. 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 or affect any additional liability on any party for damage alleged to result from or be caused by stormwater runoff.

12. The Landowner, for itself and its executors, administrators, assigns, heirs, and other successors in interest, hereby releases and shall release the Municipality'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 Municipality. In the event that a claim is asserted or threatened against the Municipality, its employees, agents or designated representatives, the Municipality

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 Municipality, or, at the request of the Municipality, pay the cost, including attorneys' fees, of defense of the same undertaken on behalf of the Municipality. If any judgment or claims against the Municipality's employees, agents or designated representatives shall be allowed, the Landowner shall pay all damages, judgments or claims and any costs and expenses incurred by the Municipality, including attorneys' fees, regarding said damages, judgments or claims.

13. The Municipality 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 Municipality shall include its reasonable attorneys' fees and costs incurred in seeking relief under this Agreement.

14. Failure or delay in enforcing any provision of this Agreement shall not constitute a waiver by the Municipality of its rights of enforcement hereunder.

15. The Landowner shall inform future buyers of the Property about the function of, operation, inspection and maintenance requirements of the BMP(s) prior to the purchase of the Property by said future buyer, and upon purchase of the Property the future buyer assumes all responsibilities as Landowner and must comply with all components of this Agreement.

16. This Agreement shall inure to the benefit of and be binding upon the Municipality and the Landowner, as well as their heirs, administrators, executors, assigns and successors in interest.

This Agreement shall be recorded at the Office of the Recorder of Deeds of Chester County, Pennsylvania, and shall constitute a covenant running with the Property, in perpetuity.

WITNESS the following signatures and seals:

ATTEST:

(SEAL)

UPPER UWCHLAN TOWNSHIP

Secretary

CHAIRMAN

WITNESS:

James M. Haughey

LANDOWNER



Scott Risbon, Managing Partner
241 PR Partners, LLC

Commonwealth of Pennsylvania :
: SS
County of _____ :

On this _____ day of _____, 2024. Before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to the Chair of the Board of Supervisors of Upper Uwchlan Township, and that he/she, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Notary Public

My commission expires:

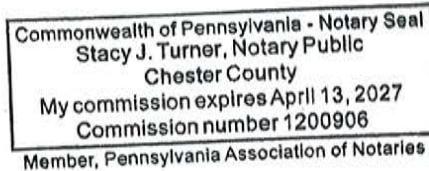
Commonwealth of Pennsylvania :
: SS
County of Chester :
:

On this 19TH day of September, 2024, before me, the undersigned officer, personally appeared **Scott Risbon**, who acknowledged himself to be **Managing Partner of 241 PR Partners, LLC**, and that he, being authorized to do so, executed the forgoing instrument for the purpose therein contained.

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

Stacy J. Turner
Notary Public

My commission expires: 4.13.27



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

CONVEYANCES OPERATIONS AND MAINTENCE PLANS



UPPER UWCHLAN TOWNSHIP

MOTION OF THE BOARD OF SUPERVISORS OF UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA FINAL MINOR SUBDIVISION PLAN FOR 480 POTTSTOWN PIKE CHESTER COUNTY TAX PARCEL NO. 32-3-25 AND 32-3-24.1 OWNED BY OSCAR SENN IRREVOCABLE TRUST

The Board of Supervisors of Upper Uwchlan Township (the "Board") renders this Motion granting approval of the Final Minor Subdivision Plan titled, "Senn Irrevocable Trust", prepared by T & M Associates, dated June 21, 2024 consisting of one sheet (the "Plan").

The Oscar Senn Irrevocable Trust (the "Applicant") is the owner of the following two parcels of property located at 480 Pottstown Pike in Upper Uwchlan Township:

- Chester County Tax Parcel No. 32-3-25, containing 8.72 acres; and
- Chester County Tax Parcel No. 32-3-24.1, containing 1.35 acres (collectively the "Property").

Applicant proposes to subdivide Parcel 32-3-25 and extinguish the common property line with Parcel 32-3-24.1 and create two newly configured lots as shown on the Plan. Lot 1 would contain 4.30 gross acres (3.63 net acres) and Lot 2 would contain 5.77 gross acres (5.61 net acres). No construction or grading is proposed as part of the Plan.

The Property is zoned C-3 Highway Commercial District and is currently improved with two existing buildings and accessory structures.

Applicant requests a waiver from Section 162-7.A.(1)(e) of the Upper Uwchlan Township Subdivision and Land Development Ordinance (SALDO) to allow further subdivision of the resulting lots.

The Township consultants reviewed the Plan and issued various review comments in a consolidated letter issued by Gilmore & Associates, Inc. dated September 5, 2024 (the "Review Letter").

At the September 12, 2024 public meeting, the Township Planning Commission recommended that the Board grant final subdivision plan approval subject to the Applicant satisfying any outstanding comments in the Review Letter. The Planning Commission further recommended that the waiver request from Section 162-7.A.(1)(e) of the SALDO be granted, but only for Lot 2 on the Plan. The Planning Commission recommended that the Board deny Applicant's request for a waiver from Section 162-7.A(1)(e) for Lot 1 and requested that Lot 1 be restricted from any further subdivision.

DECISION

AND NOW, this _____ day of October 2024 the Board of Supervisors of Upper Uwchlan Township hereby **GRANTS** final approval of the Plan subject to Applicant's compliance with all of the notes and conditions therein contained, and all of the foregoing conditions. The Board grants a waiver from Section 162-7.A.(1)(e) of the SALDO to allow both Lot 1 and Lot 2 to be further subdivided in the future.

CONDITIONS OF APPROVAL

1. The minor subdivision and lot consolidation as depicted on the Plan shall comply with all relevant terms and provisions of the SALDO, and all other applicable regulations of the Code of Upper Uwchlan Township, except as otherwise waived by the Board in this Motion.
2. Applicant shall comply with any outstanding comments in the Review Letter to the satisfaction of the Township and its consultants.
3. This Decision and conditions contained herein are binding on Applicant, its successors, and assigns, for the benefit of the Township in general and the ultimate users/property owners of the Property.

APPROVED 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



ARISTIDIS W. CHRISTAKIS

p: 610.235.0230

e: achristakis@buckleyllp.com

118 W. Market Street, Suite 300

West Chester, PA 19382-2928

MEMORANDUM

To:	Tony Scheivert, Upper Uwchlan Township Manager
From:	Aristidis W. Christakis, Esquire
Date:	October 3, 2024
Subject:	Struble Trail Extension – Drainage Improvement Maintenance Agreement
CC:	Steven Buck, RLA, Chester County Planning Commission Kristin Camp, Esquire

Enclosed herewith for the Board of Supervisors' consideration, approval, and execution at their meeting on October 21, 2024 is the Drainage Improvement Maintenance Agreement which requires Chester County to assume maintenance obligations for certain stormwater improvements related to the Struble Trail Extension and located in the PennDOT Right of Way at Dorlan Mill Road.

As you likely recall, last year, the Township's Board of Supervisors granted Final Land Development Approval for the construction of an extension of Chester County's Struble Trail over Dorlan Mill Road, and continuing some distance to the West. That work involves certain storm water piping that is intended to run under Dorlan Mill Road, within the PennDOT Right of Way.

Because municipalities bear statutory responsibility for maintenance of these improvements in certain contexts, it is customary for municipalities to enter into agreements which pass on those maintenance obligations to the developers who are installing (and benefitting from) the improvements. The enclosed Agreement achieves this purpose and protects the Township by requiring the County to primarily undertake any required maintenance or repair activities with respect to the piping installed below the road.

This Agreement also requires the approval of the County Commissioners. We anticipate that approval and execution will be obtained at their public meeting on October 23, 2024.

Kindly note that Exhibit "B" to the Agreement is the to-be-issued Highway Occupancy Permit for the work to be performed by the County. Once issued by PennDOT, that Exhibit "B" will be inserted after execution of the Agreement, but prior to recording of the same.

AFTER RECORDING RETURN TO:
Aristidis W. Christakis, Esquire
Buckley Brion McGuire & Morris LLP
118 West Market Street
Suite 300
West Chester, PA 19382

UPI No. 32-6-49.3 p/o

DRAINAGE IMPROVEMENT MAINTENANCE AGREEMENT

THIS DRAINAGE IMPROVEMENT MAINTENANCE AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 2024, by and between the COUNTY OF CHESTER, a Pennsylvania County, with an address of _____ ("County") and UPPER UWCHLAN TOWNSHIP, a municipal subdivision of the Commonwealth of Pennsylvania ("Township").

BACKGROUND

A. County is the owner of certain easement rights over and through an approximately 2.7 acre parcel of land of Natural Lands, located on the westerly side of Dorlan Mill Road in Upper Uwchlan Township, Chester County, Pennsylvania, said parcel being identified as UPI No. 32-6-49.3 and being more particularly described in a Deed recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania, in Book 7525, Page 642 ("Property"), with the said easement rights described in that certain Public Trail Easement between County and the said landowner, Natural Lands, recorded in Book 11121, Page 2158.

B. County has previously received Preliminary Land Development Approval and Final Land Development Approval on July 17, 2023, wherein the Township approved the plan entitled "Struble Trail – Extension II" prepared by Bursich & Associates, Inc. dated May 1, 2019, last revised May 17, 2023 (the "Plan") which proposes the extension of the County's existing trail network over the Property as described in the Public Trail Easement Agreement.

C. County has applied to the Pennsylvania Department of Transportation ("PennDOT") for a Highway Occupancy Permit ("Roadway HOP") for construction of certain improvements in the right-of-way of Dorlan Mill Road (S.R. 4019).

D. A prerequisite of County's Roadway HOP approval will be a separate Stormwater Facilities PennDOT highway occupancy permit for the installation of certain drainage facilities ("Drainage HOP") in the right-of-way of Dorlan Mill Road including a subsurface storm pipe that

connects to existing or proposed storm water facilities on the east and west sides of Dorlan Mill Road (the "Drainage Facilities").

E. PennDOT is requiring that the Township be a co-applicant on the application for the Drainage HOP (and to become co-permittee) and that the Township accept ultimate responsibility for maintaining the Drainage Facilities in Dorlan Mill Road.

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

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

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

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

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

4. Maintenance and Usage of Drainage Facilities. Attached as Exhibit "A" of this Agreement is a plan set entitled "PennDOT Highway Occupancy Permit Plans, Struble Trail – Extension II for Construction of Storm Drainage Improvements" prepared by Bursich & Associates, Inc. dated September 6, 2024, which depicts that portion of the Drainage Facilities for which PennDOT has assigned ultimate maintenance responsibilities to the Township. County shall

assume from the Township the maintenance responsibility for that area designated in Exhibit "A" and County shall perform all maintenance to said Drainage Facilities as may be required from time to time by PennDOT or the Township pursuant to applicable laws and regulations. The Township shall provide County written notice of any work required of County pursuant to the terms of this Agreement. Notwithstanding the foregoing, County shall have no responsibility for any relocation, modification or expansion of the subject Drainage Facilities that are not required for maintenance purposes. In addition, the Township shall not allow any additional land development within the upstream drainage field of the Drainage Facilities which would adversely impact the operation, integrity or maintenance of those Drainage Facilities County is required to maintain without the prior written consent of County.

A. Inspections. Except as modified below, County shall cause the Drainage Facilities to be inspected annually. Notwithstanding the foregoing, County may, with written notice to Township, choose to inspect the Drainage Facilities together with other contiguous or nearby County-owned drainage facilities. All such inspections shall be performed by a civil engineer licensed as such in the Commonwealth of Pennsylvania who shall prepare a written inspection report in which such civil engineer shall (i) identify the condition of the Drainage Facilities as of the time of his or her inspection thereof; (ii) identify any maintenance, repairs and/or modifications that County performed with regard to the Drainage Facilities during the twelve (12) month period immediately preceding such inspection; (iii) identify any maintenance, repairs and/or modifications then required in order to permit the Drainage Facilities to function in accordance with the design thereof; and (iv) other than as to such maintenance, repairs and/or modifications (if any), certify that the Drainage Facilities are functioning in accordance with the design thereof. The written inspection report shall be submitted to the Township Engineer within two weeks of completion of the report. If maintenance, repairs and/or modifications for the Drainage Facilities are/is recommended in the inspection report, County shall commence those within the shorter of: (i) the time required pursuant to applicable regulations, or (ii) within sixty (60) days of the date that PennDOT shall authorize the same and, within two (2) weeks after completion of the maintenance, repairs and/or modifications, the civil engineer who prepared the annual inspection report, as aforesaid, shall submit to the Township a follow-up inspection report pursuant to which he or she shall include a description of the maintenance, repairs and/or modifications performed and a certification that the Drainage Facilities are then functioning in accordance with the design thereof.

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

1. collect the cost thereof from County by municipal lien against the Property; and/or

2. collect the cost thereof (together with Township's actual and reasonable engineering, legal and court costs) from County; and/or
3. pursue any other remedy allowed by law or equity.

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

5. Insurance; Indemnity.

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

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

reimbursement from County, either by (A) commencing a civil action against County in the Court of Common Pleas of Chester County, or (B) causing a lien to be placed on the Property in an amount equal to the sums required to be expended, or (C) any other manner permitted at law or in equity.

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

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

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

If to Township: Upper Uwchlan Township
Attn: Township Manager
140 Pottstown Pike
Chester Springs, PA 19425
Telephone No. 610-458-9400
Email: tscheivert@upperuwchlan-pa.gov

If to County: County of Chester
Attn: Director of Facilities
313 W. Market Street, Suite 5402
West Chester, PA 19380
Email: gmartynick@chesco.org

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

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

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

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

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

13. Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered in .pdf format via electronic mail, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof. The Parties shall cooperate to obtain originals as may be required for recording.

[Signature Page(s) Follow]

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

ATTEST:

COUNTY OF CHESTER

Josh Maxwell, Chair

Marian D. Moskowitz, Vice Chair

Eric M. Roe, Member

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER :
ss

On this, the _____ day of _____, 2024, before me, the undersigned officer, personally appeared **Josh Maxwell, Marian D. Moskowitz, and Eric M. Roe** who acknowledged themselves to be the Chair, Vice Chair, and Member, respectively, of the Board of Commissioners of **THE COUNTY OF CHESTER**, and that they, in such capacities of the Board of Commissioners of the County of Chester, being authorized to do so, executed the within instrument for the purposes therein contained.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ATTEST:

UPPER UWCHLAN TOWNSHIP

By:

Jenn Baxter
Chairperson

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : ss.

ON this _____ day of _____, 2024, before me a Notary Public, the undersigned officer, personally appeared Jenn Baxter, who acknowledged herself to be the Chairperson of the Board of Supervisors of Upper Uwchlan Township, and that being authorized to do so as such officer executed the foregoing instrument for the purposes therein contained on behalf of the Township.

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

Notary Public

Exhibit "A"

PennDOT Highway Occupancy Permit Plans, Struble Trail – Extension II for Construction of
Storm Drainage Improvements"

prepared by Bursich & Associates, Inc.

dated September 6, 2024

PENNDOT HIGHWAY OCCUPANCY PERMIT PLANS

STRUBLE TRAIL - EXTENSION II

FOR

CONSTRUCTION

OF

STORM DRAINAGE IMPROVEMENTS

ROUTE SR 4019

IN CHESTER COUNTY

STA. 203+36.91

SEGMENT 0010 OFFSET 0317

STANDARD DRAWING LIST

DETAILS OTHER THAN THOSE INDICATED ARE ON THE FOLLOWING
STANDARD DETAILS FROM PENNDOT PUBLICATION 72M:

STANDARD DRAWING NUMBER	DRAWING DATE	DESCRIPTION
RC-45M	SEPTEMBER 15, 2016	INLET TOPS, GRATES AND FRAMES
RC-46M	SEPTEMBER 15, 2016	INLET BOXES

THE PERMITTEE IS REQUIRED TO PROVIDE THE CONTRACTOR WITH COPIES OF THE
MOST CURRENT APPLICABLE RC DRAWINGS FROM PENNDOT PUBLICATION 72M.

PENNDOT PUB. 282 NOTES

1. THE EXISTING SPEED LIMIT ON S.R. 4019 IS 25 M.P.H.
2. THE RIGHT-OF-WAY IS FREE ACCESS.
3. ALL WORK IN PA STATE HIGHWAY RIGHT-OF-WAY IS TO BE PERFORMED
CONSISTENT WITH THE FOLLOWING:
1. PENNDOT PUBLICATION 134, DESIGN MANUAL PART 2 - HIGHWAY DESIGN
2. PENNDOT PUBLICATION 34, APPROVED AGGREGATE PRODUCERS (BULLETIN 14)
3. PENNDOT PUBLICATION 35, APPROVED CONSTRUCTION MATERIALS (BULLETIN 15)
4. PENNDOT PUBLICATION 41, PRODUCERS OF BITUMINOUS MATERIALS (BULLETIN 41)
5. PENNDOT PUBLICATION 42, PRODUCERS OF READY-MIX CONCRETE (BULLETIN 42)
6. PENNDOT PUBLICATION 46, TRAFFIC ENGINEERING MANUAL
7. PENNDOT PUBLICATION 72M, STANDARDS FOR ROADWAY CONSTRUCTION
8. PENNDOT PUBLICATION 111, PAVEMENT MARKINGS AND SIGNING STANDARDS
9. PENNDOT PUBLICATION 212, OFFICIAL TRAFFIC CONTROL DEVICES
10. PENNDOT PUBLICATION 213, TEMPORARY TRAFFIC CONTROL GUIDELINES
11. PENNDOT PUBLICATION 408, SPECIFICATIONS
4. PA STATE HIGHWAY RIGHT-OF-WAY MAY NOT BE USED FOR PARKING.
5. PERMITTEE IS RESPONSIBLE FOR MAINTENANCE OF ALL AUTHORIZED STRUCTURES, FACILITIES AND DRAINAGE.
6. PERMITTEE IS RESPONSIBLE FOR MAINTENANCE OF ALL AUTHORIZED SIGNS AND PAVEMENT MARKINGS.
7. CONTACT PENNSYLVANIA ONE-CALL (1-800-242-1776) THREE WORKING DAYS BEFORE EXCAVATION OR DEMOLITION WORK. SERIAL NUMBER 20231740165 FOR UPPER UWCHLAN TOWNSHIP.
8. THIS PERMIT MAY BE RESTRICTED ON WORKING HOURS AND TIMES FOR HOLIDAYS, WEEKENDS, AND SPECIAL OR UNFORESEEN EVENTS AND WILL REQUIRE APPROVAL FROM THE COUNTY OFFICE PRIOR TO WORKING DURING THESE PERIODS.
9. FINAL APPROVAL OF THE PROPOSED SAWCUT LOCATION WILL BE AT THE DISCRETION OF THE INSPECTOR-IN-CHARGE AND WILL BE CONFIRMED AT THE PRE-CONSTRUCTION MEETING. IF THE SAWCUT MUST BE LOCATED IN A TRAVEL LANE, IT WILL BE NECESSARY TO MILL AND OVERLAY THE TRAVEL LANE TO PREVENT A JOINT IN THE WHEEL PATH.
10. THE PROPOSED PAVEMENT SECTION BY CURB CUTS FOR RAMP INSTALLATION SHALL MATCH THE EXISTING AS FOUND IN THE FIELD.
11. ALL EXISTING PAVEMENT MARKINGS WHICH ARE NO LONGER APPROPRIATE SHALL BE ERADICATED BY THE PERMITTEE. THE PERMITTEE SHALL PLACE ALL REQUIRED NEW PAVEMENT MARKINGS.
12. ALL PAVEMENT MARKINGS OTHER THAN LONGITUDINAL LINES TO BE HOT THERMOPLASTIC (PENNDOT PUBLICATION 111, TC-8600).
13. MATCH EXISTING PAVEMENT MARKINGS AT THE LIMITS OF WORK.
14. MATERIAL CERTIFICATION MUST BE PROVIDED BY AN APPROVED MANUFACTURER LISTED IN THE DEPARTMENTS PUBLICATION 35 (BULLETIN 15), FOR ALL MATERIALS AND STRUCTURES WITHIN PENNDOT RIGHT-OF-WAY.



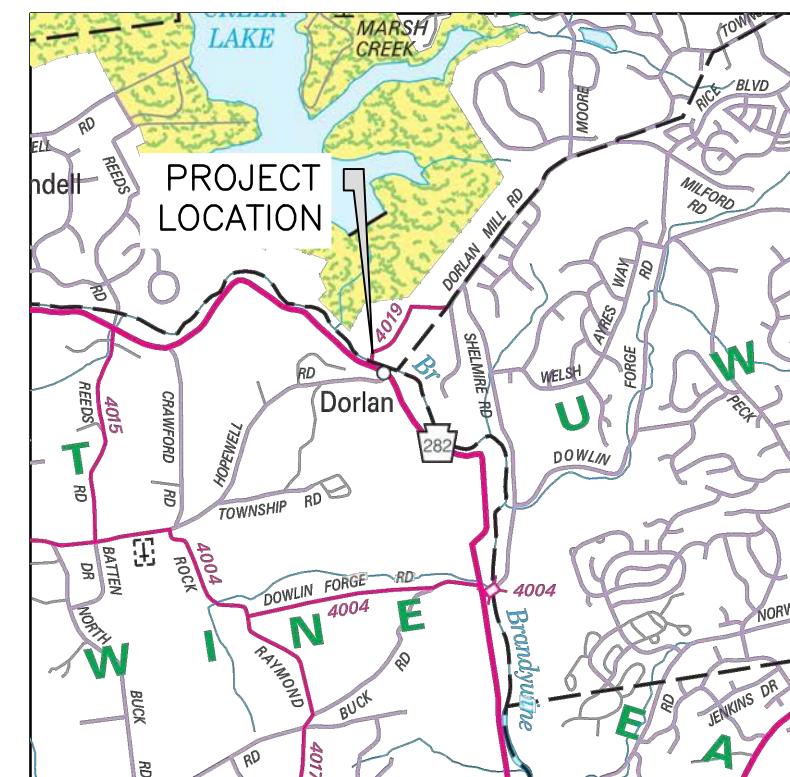
Stop - Call Before You Dig!
Pennsylvania Act 181 (2007) requires
notification by excavators, designers, or any
person preparing to disturb the earth's
surface anywhere in the commonwealth.

Pennsylvania One Call System, Inc.
811 or 1-800-242-1776

DESIGN SERIAL NO.
20231740165

HOP

DISTRICT	COUNTY	ROUTE	SECTION	HEET
6-0	CHESTER	4019	10	1 of 6
				UPPER UWCHLAN TOWNSHIP
REVISION NUMBER		REVISIONS		DATE BY



LOCATION MAP
NOT TO SCALE

SHEET INDEX:	
SHEET NO.	DRAWING TITLE
1.	TITLE SHEET
2.	EXISTING FEATURES PLAN
3.	OVERALL SITE PLAN
4.	STORM SEWER INSTALLATION PLAN
5.	PROFILE & CONSTRUCTION DETAILS
6.	MAINTENANCE & PROTECTION OF TRAFFIC PLAN

EXISTING FEATURES LEGEND:

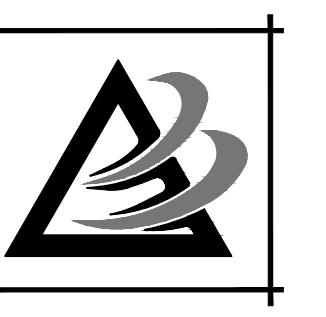
BOUNDARY	—
EASEMENT LINE	— — —
CENTERLINE OF ROAD	— — — —
RIGHT OF WAY	— — — — —
EDGE OF PAVEMENT	— — — — — —
BUILDING	■
EXISTING CONTOURS	— — — — — — —
UTILITY POLE	○
GUY WIRE	— — — — — — — —

PROPOSED FEATURES LEGEND:

EDGE OF PAVEMENT	—
MACADAM PAVING	■■■■■
GRAVEL SHOULDER	○○○○○
STONE UNDERDRAIN	— — — — —
PROPOSED CONTOUR	— — — — — —
EXISTING ELEVATION	× 289.86
PROPOSED ELEVATION	× 289.86
INLET	□□□
STORM MANHOLE	○○○
TRENCH DRAIN	— — — — — — —
STORM SEWER PIPE	— — — — — — — —

GENERAL NOTES

1. ALL PROPOSED PEDESTRIAN FACILITIES REFLECTED ON THESE PLANS, INCLUDING THOSE THAT ARE OUTSIDE OF PENNDOT LEGAL RIGHT-OF-WAY, SHALL BE CONSTRUCTED TO COMPLY WITH THE REQUIREMENTS OF THE U.S. ACCESS BOARD, PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) OF THE ACCESSIBILITY GUIDELINES OF BUILDINGS AND FACILITIES (ADAAG), PENNDOT DESIGN MANUAL PART 2, CHAPTER 6, AND PENNDOT STANDARDS FOR ROADWAY CONSTRUCTION (PENNDOT PUBLICATION 72M, RC-67M) PROVIDE GUIDANCE ON ADA ACCESSIBLE DESIGN FOR PEDESTRIAN FACILITIES AND CAN BE UTILIZED FOR REFERENCE.
15. ALL SLOPE MEASUREMENTS WILL BE INSPECTED/VERIFIED WITH A 2-FOOT SMART LEVEL.
16. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO REMOVE ANY DEBRIS AND FLUSH OUT ALL EXISTING AND NEW STORM DRAINAGE FACILITIES WITHIN THE PROJECT LIMITS AT THE COMPLETION OF THE CONSTRUCTION.
17. MODIFICATIONS TO EXISTING DRAINAGE STRUCTURES MAY RESULT IN THE NEED TO REPLACE THE STRUCTURE. REPLACEMENT WILL BE AT THE DISCRETION OF THE INSPECTOR-IN-CHARGE.
18. THE PERMITTEE IS RESPONSIBLE FOR THE COORDINATION OF RELOCATING ANY CONFLICTING UTILITIES WHICH ARE A RESULT OF THESE IMPROVEMENTS.
19. ALL UTILITY RELOCATION PERMITS TAKE PRECEDENCE OVER THE UTILITY RELOCATION POSITIONS SHOWN ON THE HOP PLANS.
20. THE EXISTING TOPOGRAPHIC INFORMATION AND BASE SURVEY INFORMATION WAS DONE BY BURSICH ASSOCIATES, INC., DATED MARCH 28, 2023.
21. BURSICH ASSOCIATES, INC. MAKES NO CLAIM AS TO THE ACCURACY OF THE UNDERGROUND UTILITIES SHOWN ON THESE PLANS. THE EXISTING UTILITIES SHOWN ARE BASED ON THE INFORMATION PROVIDED BY THE UTILITY COMPANIES VIA PLANS AND SITE MARKOUTS, IN ADDITION TO ASSUMPTIONS MADE FROM THE SITE OBSERVATIONS OF VISIBLE SURFACE FEATURES. THE VERTICAL DEPTHS SHOWN ARE APPROXIMATE AS TAKEN FROM THE UTILITY PLANS (WHEN AVAILABLE) OR ASSUMED DEPTHS (WHEN NOT AVAILABLE) AND HAVE NOT BEEN ACCURATELY LOCATED BY TEST PITS, SOFT-DIG, OR OTHER GEOPHYSICAL TECHNIQUES. THE VERIFICATION OF EACH UTILITY SHOWN OR NOT SHOWN IS THE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE DONE PRIOR TO THE START OF WORK.
22. ALL SUBSTANDARD OR DAMAGED CURB WITHIN THE LIMITS OF WORK MUST BE REPLACED, AS REQUIRED.
23. NO UNSUITABLE MATERIAL IS TO BE USED IN ANY PORTION OF THE ROADWAY CONSTRUCTION. REMOVE ANY SUBGRADE THAT CANNOT BE PROPERLY COMPACTED AND THAT IS UNSUITABLE MATERIAL. UNDERCUTTING AND/OR SUBGRADE STABILIZATION MAY BE REQUIRED.
24. SAWLINE LOCATIONS MAY BE ADJUSTED IN THE FIELD AS DEEMED NECESSARY BY A PENNDOT REPRESENTATIVE.
25. ALL WORK PERFORMED WITHIN THE STATE LEGAL RIGHT OF WAY MUST BE IN ACCORDANCE WITH PENNDOT PUBLICATION 72M, STANDARDS FOR ROADWAY CONSTRUCTION, RC-0M TO 100M, AS AMENDED.
26. IF IT IS DETERMINED THAT THE CONDITION OF AN EXISTING PIPE IS SUBSTANDARD, THE ENTIRE PIPE MUST BE REPLACED.
27. ALL TRENCH OPERATIONS WITHIN THE LEGAL RIGHT OF WAY OF THE STATE HIGHWAY MUST BE CONDUCTED ACCORDING WITH OSHA'S EXCAVATION STANDARD 29CFR PART 1926, SUBPART P.
28. THE PERMITTEE IS REQUIRED TO PROVIDE THE CONTRACTOR WITH COPIES OF THE MOST CURRENT APPLICABLE RC DRAWINGS FROM PENNDOT PUBLICATION 72M. THIS REQUIREMENT WILL BECOME A CONDITION ON THE PERMIT.
29. DRAINAGE INSTALLED BY THIS PERMIT IS THE PRIMARY RESPONSIBILITY OF THE LOCAL GOVERNMENT TO CONTINUALLY MAINTAIN OR REPLACE.
30. PRIVATE CO-PERMITTEE IS RESPONSIBLE FOR PROVIDING FUNDING TO THE LOCAL GOVERNMENT TO OFFSET FUTURE MAINTENANCE COSTS ASSOCIATED WITH THE PERMITTED DRAINAGE FACILITIES.
31. DETAILS, OTHER THAN THOSE INDICATED, ARE ON THE FOLLOWING STANDARD DRAWINGS: SEE STANDARD DRAWING LIST, THIS PAGE.



BURSICH
ASSOCIATES
ENGINEERS, LAND SURVEYORS, LANDSCAPE ARCHITECTS
2129 EAST HIGH STREET
POTTSTOWN, PA 19464
610.323.4040

www.bursich.com

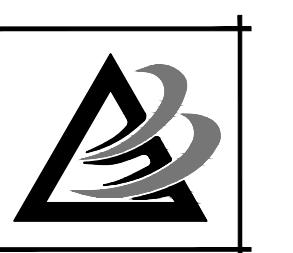
TITLE SHEET
SR 4019
HOP APPLICATION NO. _____

	PREPARED BY: BURSICH ASSOCIATES, INC. POTTSTOWN, PA
	Nicholas E. Feola, P.E. No. 04636-1 Nicholas E. Feola, P.E. No. 04636-1 September 6, 2024 DATE

HOP	DISTRICT	COUNTY	ROUTE	SECTION	SHEET
	6-0	CHESTER	4019	10	2 of 6
	UPPER UWCHLAN TOWNSHIP				
	REVISION NUMBER	REVISIONS			DATE



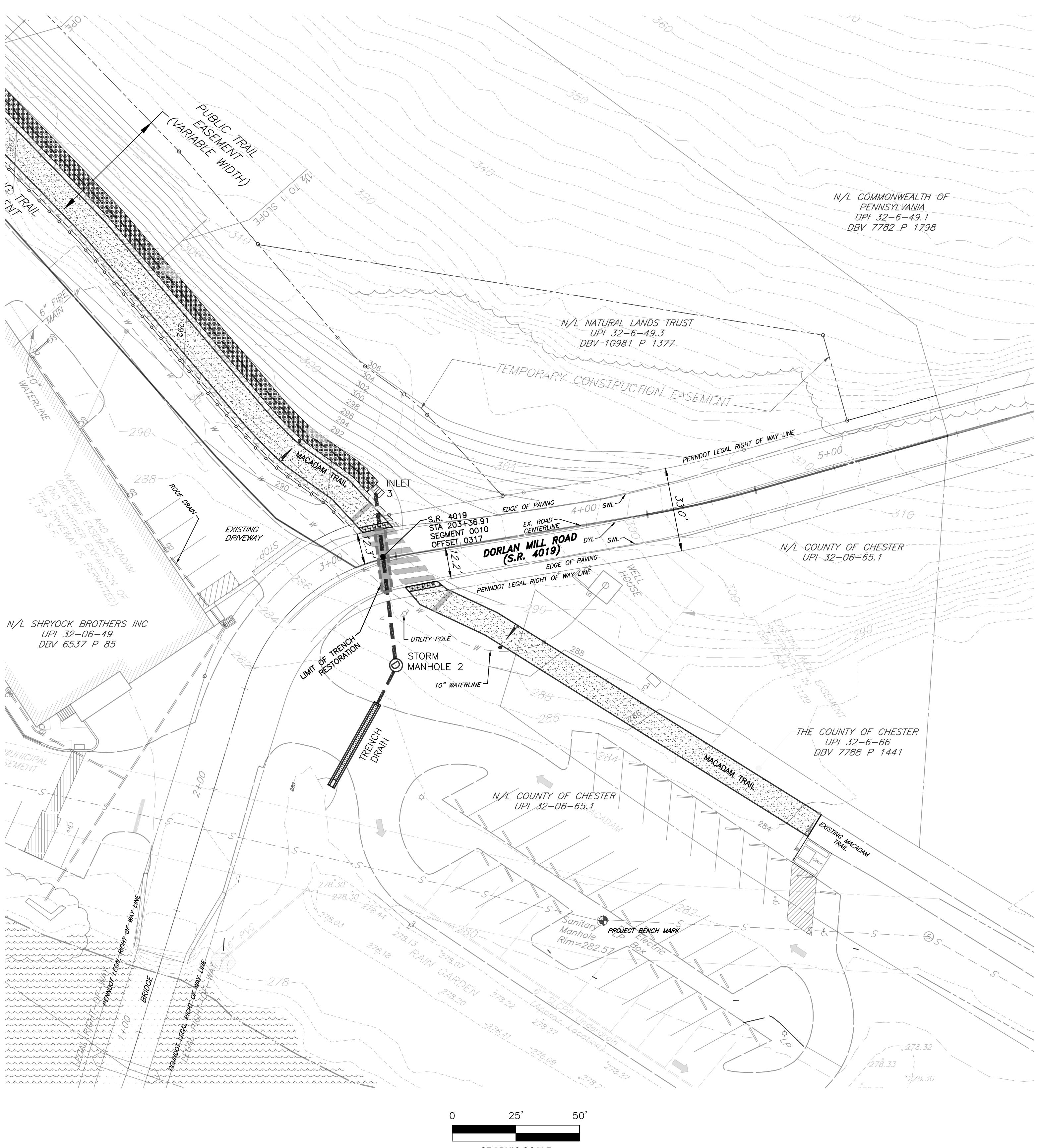
EXISTING FEATURES PLAN
SR 4019



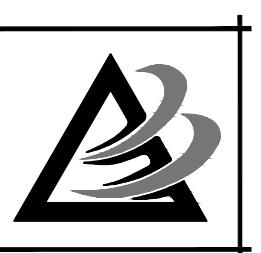
BURSICH ASSOCIATES

ENGINEERS, LAND SURVEYORS, LANDSCAPE ARCHITECTS
2129 EAST HIGH STREET
POTTSTOWN, PA 19464

HOP	DISTRICT	COUNTY	ROUTE	SECTION	SHEET
	6-0	CHESTER	4019	10	4 of 6
	UPPER UWCHLAN TOWNSHIP				
	REVISION NUMBER	REVISIONS			DATE



STORM SEWER
INSTALLATION PLAN
SR 4019

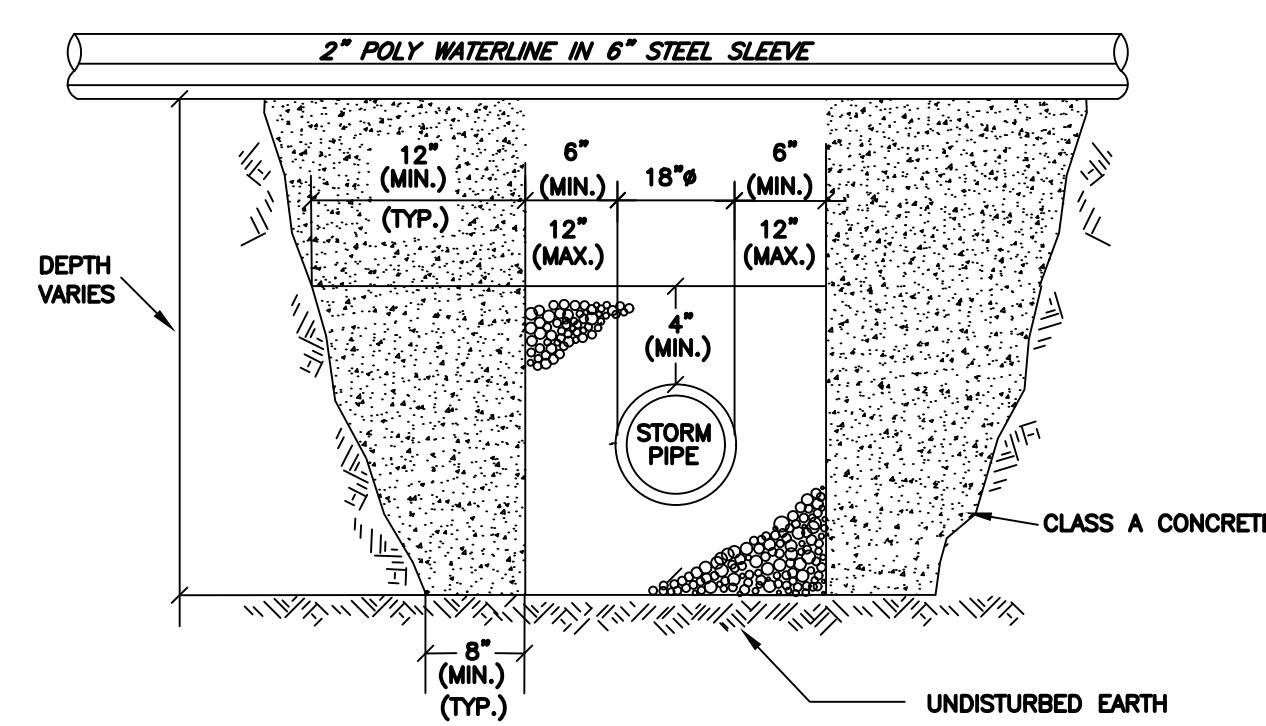
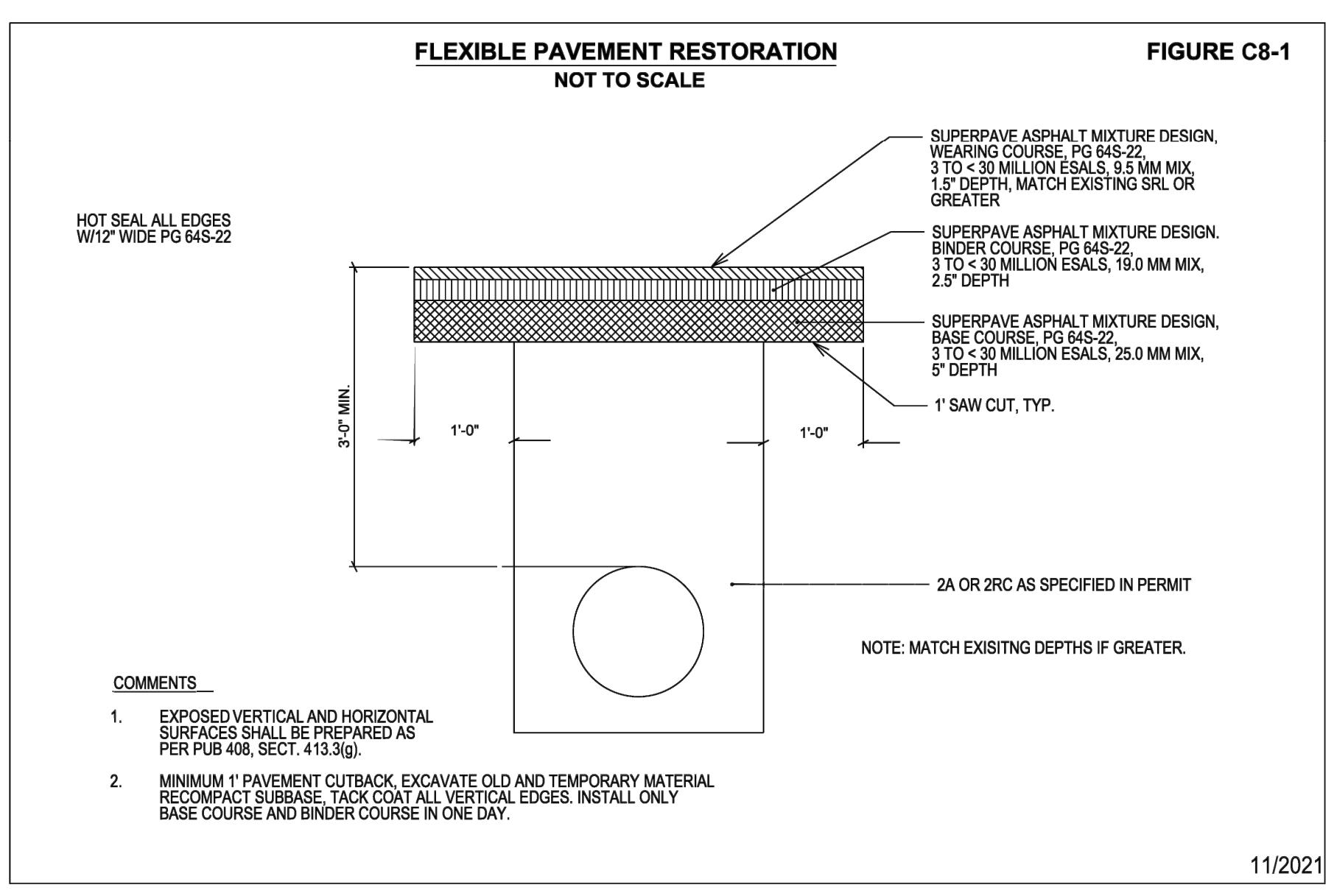
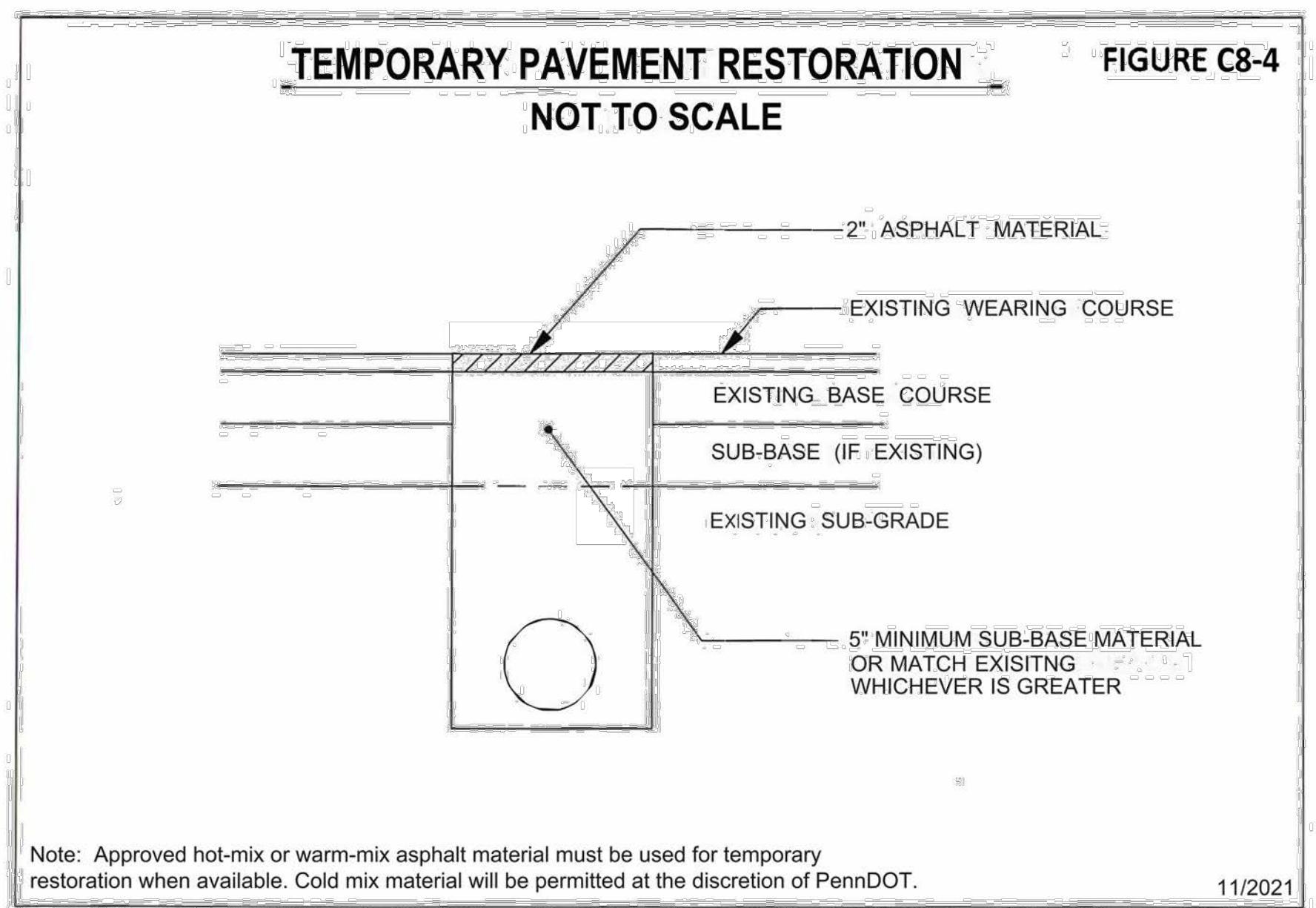


BURSICH ASSOCIATES

ENGINEERS, LAND SURVEYORS, LANDSCAPE ARCHITECTS
2129 EAST HIGH STREET
POTTSSTOWN, PA 19464
610.323.4040

DISTRICT	COUNTY	ROUTE	SECTION	HEET
6-0	CHESTER	4019	10	5 of 6
	UPPER UWCHLAN TOWNSHIP			
REVISION NUMBER	REVISIONS	DATE	BY	

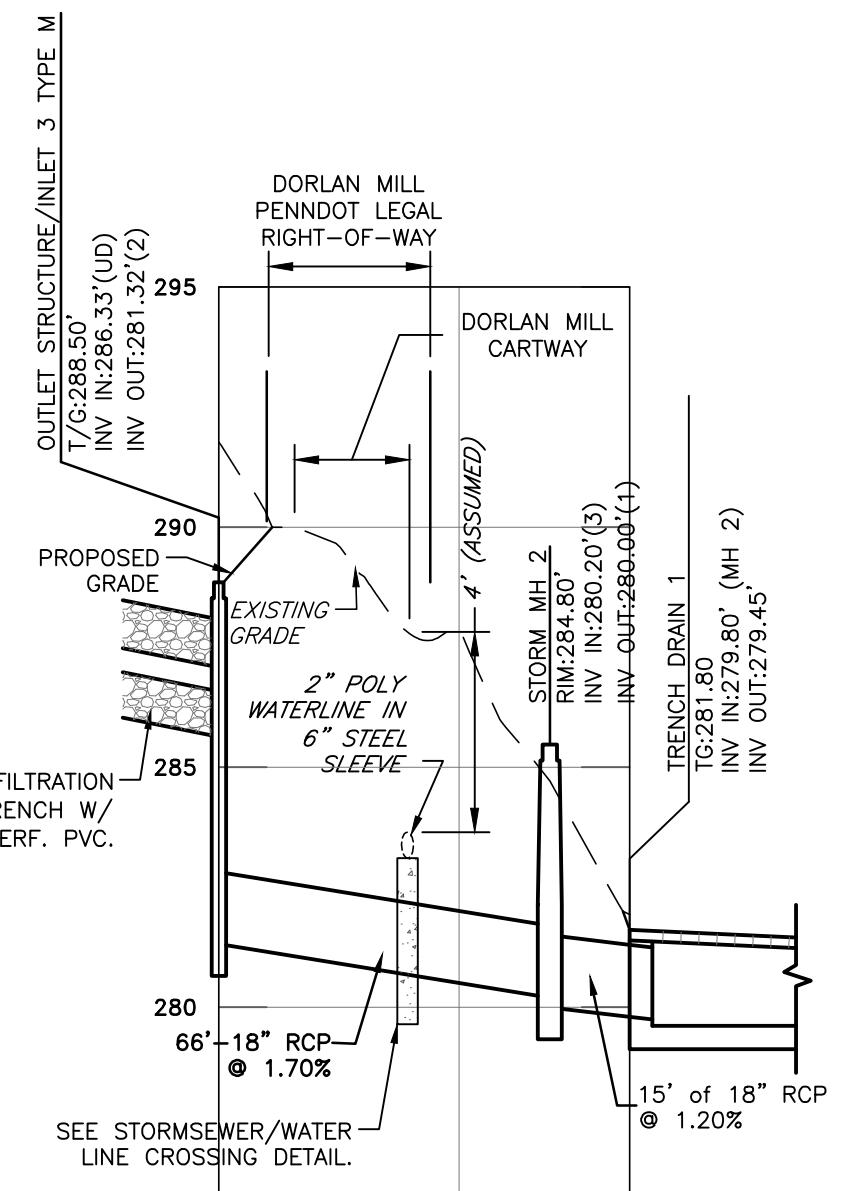
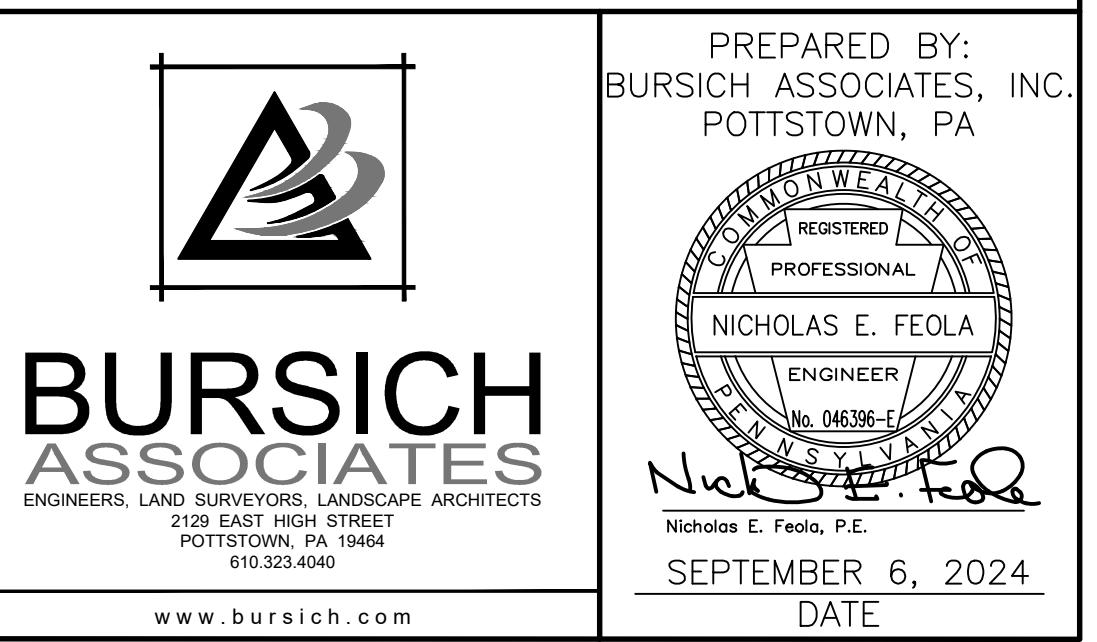
HOP

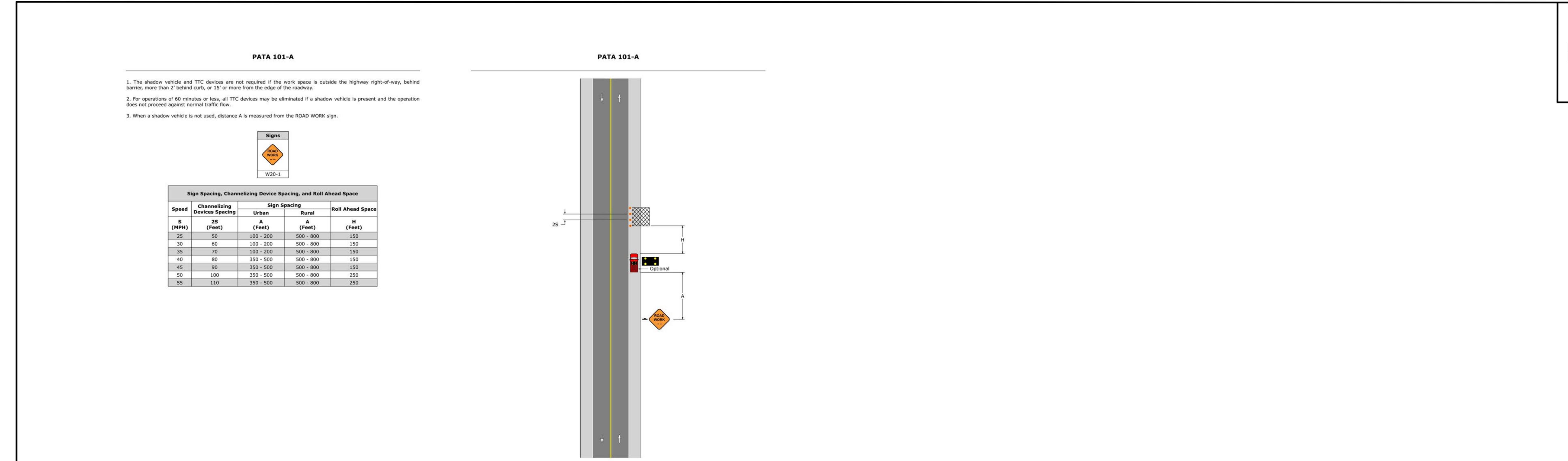


NOTES:
1. PIER TO BE 5 FT. LONG CENTERED ON HIGHER UTILITY.
2. USE 4000 PSI CONCRETE.
3. FORM PIERS AGAINST SOLID TRENCH WALLS.
4. MAINTAIN SLOPE OF EACH UTILITY AT CROSSING

STORM SEWER/WATER LINE CROSSING
NOT TO SCALE

PROFILE & CONSTRUCTION DETAILS
SR 4019
HOP APPLICATION NO. _____





DISTRICT	COUNTY	ROUTE	SECTION	HEET
6-0	CHESTER	4019	10	6 of 6
		UPPER UWCHLAN TOWNSHIP		
REVISION NUMBER	REVISIONS		DATE	BY

HOP

PATA 107

1. Flaggers shall be clearly visible to traffic for a minimum distance of E.

2. For operations of 15 minutes or less:

- The ROAD WORK, ONE LANE ROAD, and FLAGGER SYMBOL signs are not required.
- All channelizing devices may be eliminated if a shadow vehicle is present and the operation does not proceed against normal traffic flow.

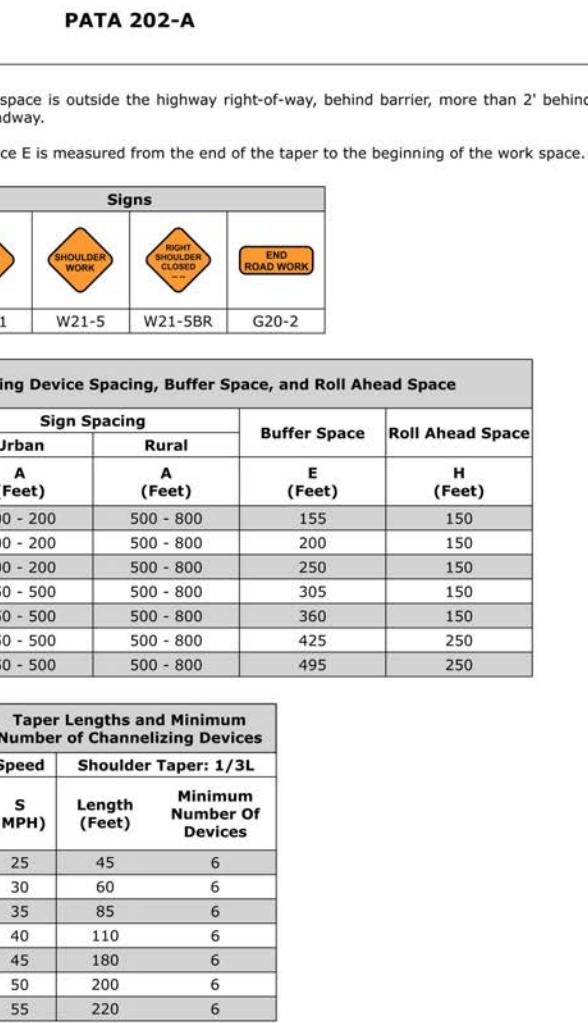
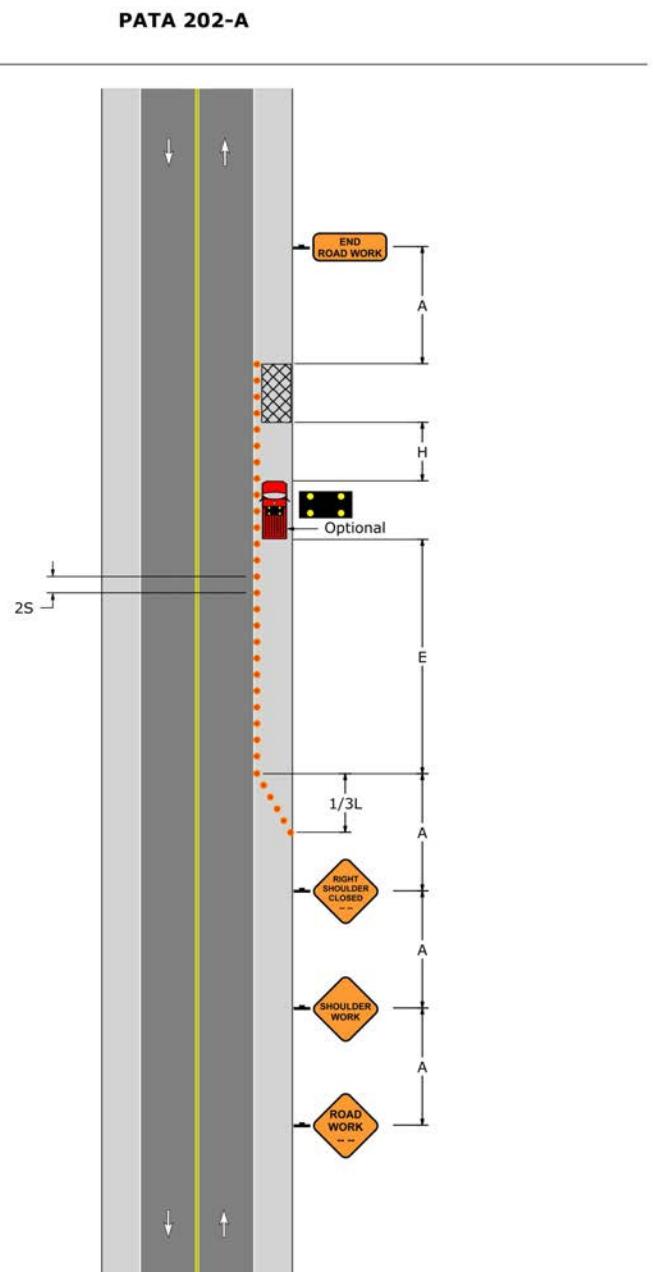
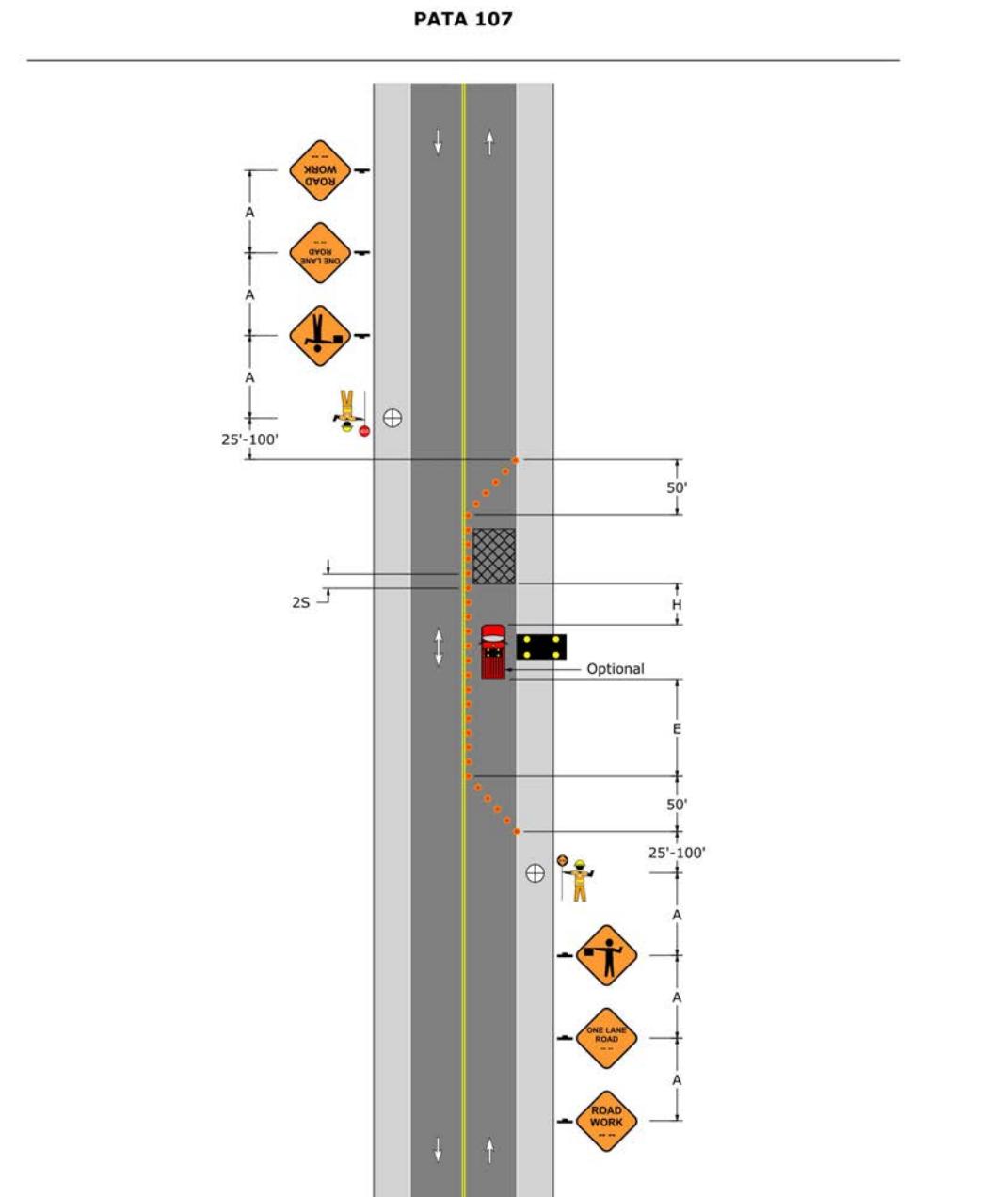
3. When a shadow vehicle is not used, distance E is measured from the end of the taper to the beginning of the work space.



Sign Spacing, Channelizing Device Spacing, Buffer Space, and Roll Ahead Space

Speed (MPH)	2S (Feet)		Sign Spacing		Buffer Space (Feet)	Roll Ahead Space (Feet)
	Channelizing Devices Spacing	Urban (Feet)	A (Feet)	Rural (Feet)		
25	50	100 - 200	500 - 800	150	155	150
30	60	100 - 200	500 - 800	200	200	150
35	70	100 - 200	500 - 800	250	150	150
40	80	350 - 500	500 - 800	305	150	150
45	90	350 - 500	500 - 800	360	150	150
50	100	350 - 500	500 - 800	425	250	250
55	110	350 - 500	500 - 800	495	250	250

Taper Lengths and Minimum Number of Channelizing Devices		
Speed	Length (Feet)	Minimum Number of Devices
25	50	6
30	50	6
35	50	6
40	50	6
45	50	6
50	50	6
55	50	6



Maintenance and Protection of Traffic (MPT) Notes

- This work consists of the maintenance and protection of traffic and the protection of the public when approaching and departing the construction area and within the limits of construction.
- Furnish, erect, place and maintain traffic control signs and devices. Maintain traffic during hours of construction and at all other times consistent with the methods indicated on these drawings and the following:

 - PEINDOT PUBLICATION 35;
 - PEINDOT PUBLICATION 46;
 - PEINDOT PUBLICATION 72M;
 - PEINDOT PUBLICATION 111;
 - PEINDOT PUBLICATION 212;
 - PEINDOT PUBLICATION 213;
 - PEINDOT PUBLICATION 236;
 - PEINDOT PUBLICATION 408; and
 - MUTCD, current edition.

- Remove these devices immediately upon completion of the work. PEINDOT will remove any traffic control devices erected by department forces.
- Permittee must arrange for inspection of all traffic control devices prior to start of work.
- Cover or remove all conflicting signs and eradicate all conflicting pavement markings.
- Mount all long-term advance warning signs on type III barricades unless otherwise noted or instructed by district office.
- All signs and devices to be maintained in new or like new condition.
- Driveways will be kept accessible at all times. Locate all signs so that sight distances will not be obstructed at driveways and local roads.

9. ALL CHANNELIZING DEVICES, BARRICADES, AND SIGNS SHALL HAVE TYPE III OR BETTER PRISMATIC RETROREFLECTIVE SHEETING. SHEETING SHALL BE APPROVED AND LISTED IN PEINDOT PUBLICATION 35 (BULLETIN 15).

10. NO TRAFFIC RESTRICTIONS OR LANE CLOSURES ARE PERMITTED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:00 PM AND 6:00 PM MONDAYS THROUGH FRIDAYS OR ON LEGAL HOLIDAYS AND WEEKENDS ASSOCIATED WITH LEGAL HOLIDAYS. ALL RESTRICTIONS AND CLOSURES ARE TO BE REMOVED BY NOON ON THE DAY PRIOR TO THE LEGAL HOLIDAY. HIGHWAY OCCUPANCY PERMIT OPERATIONS MANUAL APPENDIX C2 - GENERAL PERMIT NOTES PUB 282 (7-17) C2-5

11. PERMITTEE SHALL NOTIFY LOCAL EMERGENCY AUTHORITIES (E.G., POLICE, FIRE, MEDICAL), AFFECTED BUSINESSES, SCHOOL DISTRICTS, THE GENERAL PUBLIC, THE DISTRICT PERMIT MANAGER AND THE DISTRICT APRAS COORDINATOR AT LEAST FOURTEEN DAYS PRIOR TO ANY SIGNIFICANT TRAFFIC IMPACTS (E.G., LATERAL WIDTH RESTRICTIONS LESS THAN 16 FEET, DETOURS).

12. MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE FIGURES PATA 101-A, 107, & 202-A IN PEINDOT PUBLICATION 213, "WORK ZONE TRAFFIC CONTROL GUIDELINES," AMENDED MARCH 2021, AND TITLE 67 PA CODE, CHAPTER 212, "OFFICIAL TRAFFIC CONTROL DEVICES," DATED MARCH 2008 OR MOST CURRENT.

13. DROPOFFS CREATED BY CONSTRUCTION OPERATIONS SHALL BE TREATED CONSISTENT WITH PUBLICATION 408, SECTION 901.3(j).

14. REMOVE ALL SHORT-TERM WORK ZONE TRAFFIC CONTROL SIGNING UPON COMPLETION OF THAT DAY'S WORK PERIOD.

15. RESTRICTING TRAFFIC FLOW WITHIN THE WORK AREA SHALL BE MINIMIZED TO PREVENT TRAFFIC CONGESTION AND UNSAFE TRAFFIC CONDITIONS.

16. NOTIFY THE LOCAL MUNICIPALITY WHERE SIGNALIZED INTERSECTIONS FALL WITHIN THE WORK ZONE. DO NOT FLAG A SIGNALIZED INTERSECTION WITHOUT THE MUNICIPALITY PLACING THE SIGNAL ON FLASH.

17. THE CONTRACTOR SHALL COMPLY WITH ACT 229 OF DECEMBER 2002 DURING CONSTRUCTION ACTIVITIES WITHIN PEINDOT'S RIGHT-OF-WAY.

18. THE CONTRACTOR MUST NOTIFY THE DISTRICT 6-0 REGIONAL TRAFFIC MANAGEMENT CENTER (RTMC) AT (610) 205-6934 FIFTEEN (15) MINUTES IN ADVANCE OF ANY PROPOSED LANE OR SHOULDER RESTRICTION OR ROAD CLOSURES. THE CONTRACTOR MUST NOTIFY THE RTMC WHEN THE ROAD IS RESTORED TO NORMAL OPERATION.

19. THE CONTRACTOR SHALL LIMIT DISRUPTION TO PEDESTRIAN FACILITIES DURING THE PROPOSED CONSTRUCTION AND SHALL PROVIDE ALTERNATIVE PEDESTRIAN ROUTES WHEN EXTENDED DISRUPTION TO THE PEDESTRIAN FACILITIES CANNOT BE AVOIDED.

SEQUENCE OF CONSTRUCTION

STAGE 1:
DORLAN MILL ROAD (SR 4019):
• COORDINATE WITH ALL UTILITY COMPANIES FOR MARK OUT OF EXISTING UTILITIES.
• INSTALL LONG TERM TRAFFIC CONTROLS IN ACCORDANCE WITH PUBLICATION 213 PATA FIGURE 202-A PRIOR TO BEGINNING ALL WORK WITHIN DORLAN MILL ROAD SR 4019 AT STATION 3+19.

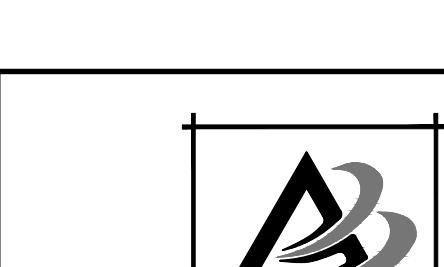
STAGE 2:
DORLAN MILL ROAD (SR 4019):
• PROVIDE SHORT TERM TRAFFIC CONTROLS IN ACCORDANCE WITH PATA FIGURES 101-A, AND 107 AS REQUIRED.
• INSTALL PROPOSED STORM SEWER, INCLUDING TRENCH AND PAVEMENT RESTORATION.

STAGE 3:
DORLAN MILL ROAD (SR 4019):
• REMOVE ALL TEMPORARY SIGNS ARE REMOVED FROM THE AREA, AND THAT ALL SIGNS AND PAVEMENT MARKINGS ARE INSTALLED.

MAINTENANCE & PROTECTION OF TRAFFIC PLAN

SR 4019

HOP APPLICATION NO. _____



BURSICH ASSOCIATES
ENGINEERS, LAND SURVEYORS, LANDSCAPE ARCHITECTS
2129 EAST HIGH STREET
POTTSSTOWN, PA 19464
610.323.4040
www.bursich.com

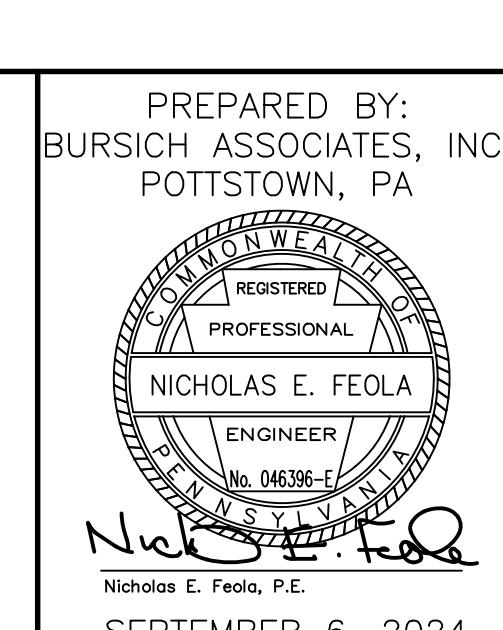


Exhibit "B"

Drainage Highway Occupancy Permit

[To Be Inserted On Issuance, Prior to Recording]



KRISTIN S. CAMP
p: 610.436.4400 Ext# 105
f: 610.436.8305
e: kcamp@buckleyllp.com
118 W. Market Street, Suite 300
West Chester, PA 19382-2928

MEMORANDUM

To:	Upper Uwchlan Township Board of Supervisors cc: Tony Scheivert, Manager (tscheivert@upperuwchlan-pa.gov) Gwen Jonik, Secretary (gjonik@upperuwchlan-pa.gov)
From:	Kristin S. Camp, Esquire
Date:	September 26, 2024
Subject:	Second Amendment to Expansion Agreement for the Route 100 Wastewater Plant – The Preserve at Marsh Creek

If you recall the Township entered an agreement with McKee Builders (operating as The Preserve at Marsh Creek, LLC) that requires McKee to expand the Township's sewer treatment plant in order to provide the sewer capacity needed to service the residential subdivision known as The Preserve at Marsh Creek. This agreement was entered on November 18, 2019 between the Authority, the developer and the Township and is referred to as the "Expansion Agreement." I've attached a copy of that agreement to this Memo.

In December of 2021, the Expansion Agreement was amended to allow an assignment to the developer's construction lender, M&T Bank, upon a default by McKee under its loan or the Expansion Agreement.

The developer has substantially completed the Expansion and the Authority is operating the Plant with the new equipment and upgrades. The Developer is seeking an interim payment of Two Million Dollars (\$2,000,000.00) towards the Township's agreed contribution to the Expansion Costs. The Authority Solicitor drafted the attached Second Amendment to allow that interim payment. The Authority has approved the same.

I have reviewed the Second Amendment and am satisfied with its terms. This matter can be placed on your work session agenda for October for approval at the October 21, 2024 meeting.

**SECOND AMENDMENT TO AGREEMENT FOR THE EXPANSION OF THE ROUTE
100 CENTRAL WASTEWATER TREATMENT PLANT**

THIS SECOND AMENDMENT (“Second Amendment”) is made and entered into as of the ____ day of _____, 2024 by and between **UPPER UWCHLAN TOWNSHIP**, a body corporate and politic, duly organized under the laws of the Commonwealth of Pennsylvania, with a principal office located at 140 Pottstown Pike, Chester Springs, Chester County, Pennsylvania 19425 (the “Township”), **UPPER UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY**, a body corporate and politic, duly organized under the laws of the Commonwealth of Pennsylvania, with a principal office located at 140 Pottstown Pike, Chester Springs, Chester County, Pennsylvania 19425 (the “Authority”), and **THE PRESERVE AT MARSH CREEK LLC**, a Pennsylvania limited liability company, with a principal office located at 940 West Sproul Road, Suite 301, Springfield, Pennsylvania 19064 (“McKee”).

BACKGROUND

A. Township, Authority and McKee are parties to that certain Agreement for the Expansion of the Route 100 Central Wastewater Treatment Plant dated November 19, 2019, as amended by that certain First Amendment dated December 28, 2021 (collectively, the “Expansion Agreement”), all of the terms, conditions and provisions of which are hereby incorporated by reference as if fully set forth herein. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Expansion Agreement.

B. On September 17, 2024, McKee advised the Township and the Authority that the Expansion is “Substantially Complete” as provided under Section 4(a) of the Expansion Agreement.

C. During the course of construction of the Expansion, McKee incurred and paid certain material, equipment and labor costs which were in excess of the Expansion Budget but which were unavoidable due to market forces beyond the Parties control and/or which were unknowable at the time the Expansion Budget was developed and made part of the Expansion Agreement. Among the costs included in the Expansion Budget were those to upgrade the original SCADA systems at the Route 100 Wastewater Treatment Plant and the Upland Farm Effluent Facility. However, upon commencement of the work necessary for the Expansion it was

determined by all parties that it would be better to replace, rather than upgrade, those SCADA systems in order to take advantage of newer technologies and communications systems which would enhance the operation of all the Authority's systems.

D. While the Expansion is Substantially Complete and the Authority has operational control of the Expansion, dedication of the Expansion cannot be offered or accepted until (a) the Township Engineer issues a Certificate of Completion, and, (b) McKee, the Township and the Authority agree on the final Expansion Costs and the Township's proportionate share of those Expansion Costs under Section 5 of the Expansion Agreement following a full accounting of the Expansion Costs by McKee (the Township's obligation to pay to McKee a proportionate share of the Expansion Costs is hereafter referred to as the "Township Share").

E. Given the delay in completing the Expansion, much of which was beyond the control of any of the parties, and its having advanced all of the Expansion Costs to date, McKee has requested the Expansion Agreement be amended to permit the payment of an interim amount which would be credited against the Township Share at the time the Expansion is dedicated to the Township.

F. Notwithstanding the fact a full accounting of the Expansion Costs has not been completed or agreed to, the Township and the Authority reasonably believe the Township Share shall equal or surpass Two Million and 00/100 (\$2,000,000.00) Dollars. Further, the Township and the Authority believe an interim payment to McKee in such amount is reasonable in light of all the circumstances of the Expansion and McKee's efforts to complete the Expansion.

G. Township, Authority and McKee desire to enter into this Second Amendment in order to confirm Substantial Completion of the Expansion and to amend the Expansion Agreement to provide for an interim payment to McKee, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the matters recited above and the agreements set forth below, the Township, the Authority and McKee, intending to be legally bound, agree as follows:

1. The Expansion is Substantially Complete within the meaning of the Expansion Agreement and the Expansion has been integrated into the Authority's larger systems; ***provided, however,*** agreement to such status by the Township and the Authority does not release, waive, or limit any of the Expansion work and/or punch list items which must be completed by McKee prior to dedication to the Township. With the Expansion being Substantially Complete, the Authority is

operating the Expansion as part of the Route 100 Wastewater Treatment Plant and the larger municipal sewage treatment and disposal system of which that plant is a part.

2. The Expansion Agreement, including but not limited to Section 5(e) thereof, is hereby amended so that the Township shall pay to McKee upon the full execution of this Second Amendment the amount of Two Million and 00/100 (\$2,000,000.00) Dollars which sum shall be credited against the Township Share which shall be due when the Expansion is dedicated to the Township (the “Interim Payment”).

3. The making of the Interim Payment shall not waive, release, or limit the right of the Township to seek a refund of any portion of the Interim Payment if the final accounting of the Expansion Costs determines the Township Share to be less than Two Million and 00/100 (\$2,000,000.00) Dollars.

4. Any Interim Payment shall be made without prejudice to any rights possessed by the Township and/or the Authority under the Expansion Agreement or the law, and neither this Second Amendment nor the making of the Interim Payment shall be, or shall they be deemed to be, (a) an acceptance of the Expansion or any part thereof for dedication, (b) a waiver or release of any claim which the Township and/or the Authority may have against McKee for incomplete or defective work, (c) a waiver of any warranty, guaranty or bond in favor of the Township and/or the Authority, or (d) an agreement as to the Expansion Costs or the Township Share.

5. Except as specifically set forth herein, all other terms and conditions of the Expansion Agreement shall remain in full force and effect. Neither the Expansion Agreement nor this Second Amendment shall be modified except in a writing authorized and signed by all of the parties.

INTENTIONALLY LEFT BLANK, EXECUTION OF FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Second Amendment by their duly authorized officers the date and year first above written.

Witness:

**THE PRESERVE AT MARSH CREEK, LLC, a
Pennsylvania limited liability company**

By: _____

Name: _____

Title: _____

Attest:

UPPER UWCHLAN TOWNSHIP

Gwen Jonik, Secretary

By: _____

Jennifer F. Baxter, Chairperson

Attest:

**UPPER UWCHLAN TOWNSHIP MUNICIPAL
AUTHORITY**

G. Matthew Brown,
Authority Administrator

By: _____

Joseph Samarco, President

Upper Uwchlan Township

County of Chester, Commonwealth of Pennsylvania



2025 Budget

Adopted December xxx

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GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished
Budget Presentation
Award

PRESENTED TO

**Upper Uwchlan Township
Pennsylvania**

For the Fiscal Year Beginning

January 01, 2024

Christopher P. Morill

Executive Director

ABOUT UPPER UWCHLAN TOWNSHIP.....



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

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

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

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

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

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

ABOUT UPPER UWCHLAN TOWNSHIP.....continued

The 2020 census shows that there are 12,275 residents of the Township vs. 11,227 and 6,850 in the census' of 2010 and 2000, respectively. The Township experienced significant development during the first decade of this century. There are 4,354 residential dwellings in the Township with a median value of \$561,600. This compares to a median value in Chester County of \$435,000 and \$226,200 in the Commonwealth of Pennsylvania.

The median family income in Upper Uwchlan Township in 2023 was \$186,688 compared to \$118,574 and \$73,170 for Chester County and the Commonwealth of Pennsylvania, respectively. Township residents are well educated. High school graduates comprise 97.0% of the Township population; 75% have obtained a bachelor's degree or higher.

The ten largest employers in Upper Uwchlan provide over 1,700 jobs. Most businesses within the Township are small retail or professional offices.

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

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

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

Each year, on the Saturday before Father's Day, the Township holds a "Block Party" during which a portion of Route 100 is closed to hold the event. Local vendors participate in this street fair and there are many activities for families with young children. Fireworks cap off the evening.

Additional Demographic Information about Upper Uwchlan Township

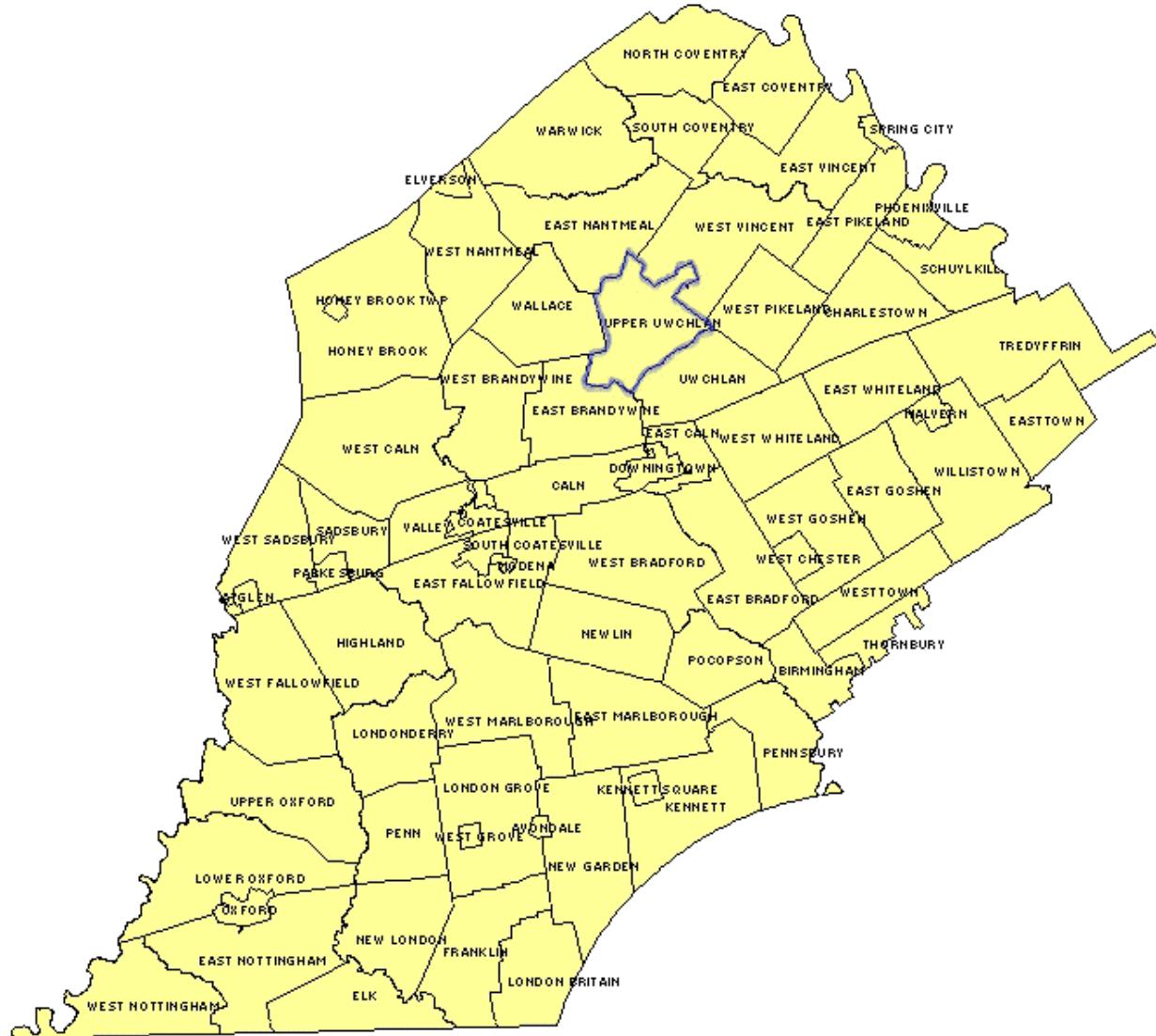
According to the U.S. Census Bureau (2022), the median age of township residents is 40.3 years; 60% of residents are between the ages of 18 and 64. Males and females each account for 50% of the population. The ethnicity of residents is 65% white, 24% Asian, 2% black and the remaining 9% from other ethnic groups. The foreign-born population is 19.5% of the total, with 82% of them having been born in Asia and 10% in Europe. Married couples comprise 67% of the population. The poverty rate is extremely low; 2% of seniors are living below the poverty level and there are no children in Upper Uwchlan living below the poverty level.

Top Ten (10) Employers in Upper Uwchlan Township

Employer	Number of Employees
Frontage Laboratories, Inc.	404
Kensey Nash Corporation	375
Takeda Pharmaceuticals America, Inc.	166
PAG Pennsylvania CS LLC	140
Fedex Freight, Inc.	138
Acme Markets, Inc.	123
C B Enterprises Inc.	118
Innovative Solutions & Support	109
Takeda Pharmaceuticals USA Inc.	106
Kinetic Physical Therapy LLC	<u>97</u>
Total	1,776

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

MAP OF CHESTER COUNTY MUNICIPALITIES



UPPER UWCHLAN TOWNSHIP'S STRATEGIC GOALS

Health and Safety

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

Thriving Local Economy

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

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

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

Governance - Inclusive Government

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

Effective and Efficient Township Services

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

The Strategic Goals noted above were determined through the collaboration of the Board of Supervisors, Township staff and the various Boards and Commissions that represent the residents. Also taken into consideration are the public comments from the monthly Board of Supervisors and Planning Commission meetings. Township goals are reviewed and updated whenever there is a change in members of the Board of Supervisors.

DESCRIPTION OF THE TOWNSHIP'S FUND STRUCTURE

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

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

The budgetary funds and their descriptions are as follows:

MAJOR GOVERNMENTAL FUNDS

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

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

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

NON-MAJOR GOVERNMENTAL FUNDS

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

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

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

PROPRIETARY FUNDS

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

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

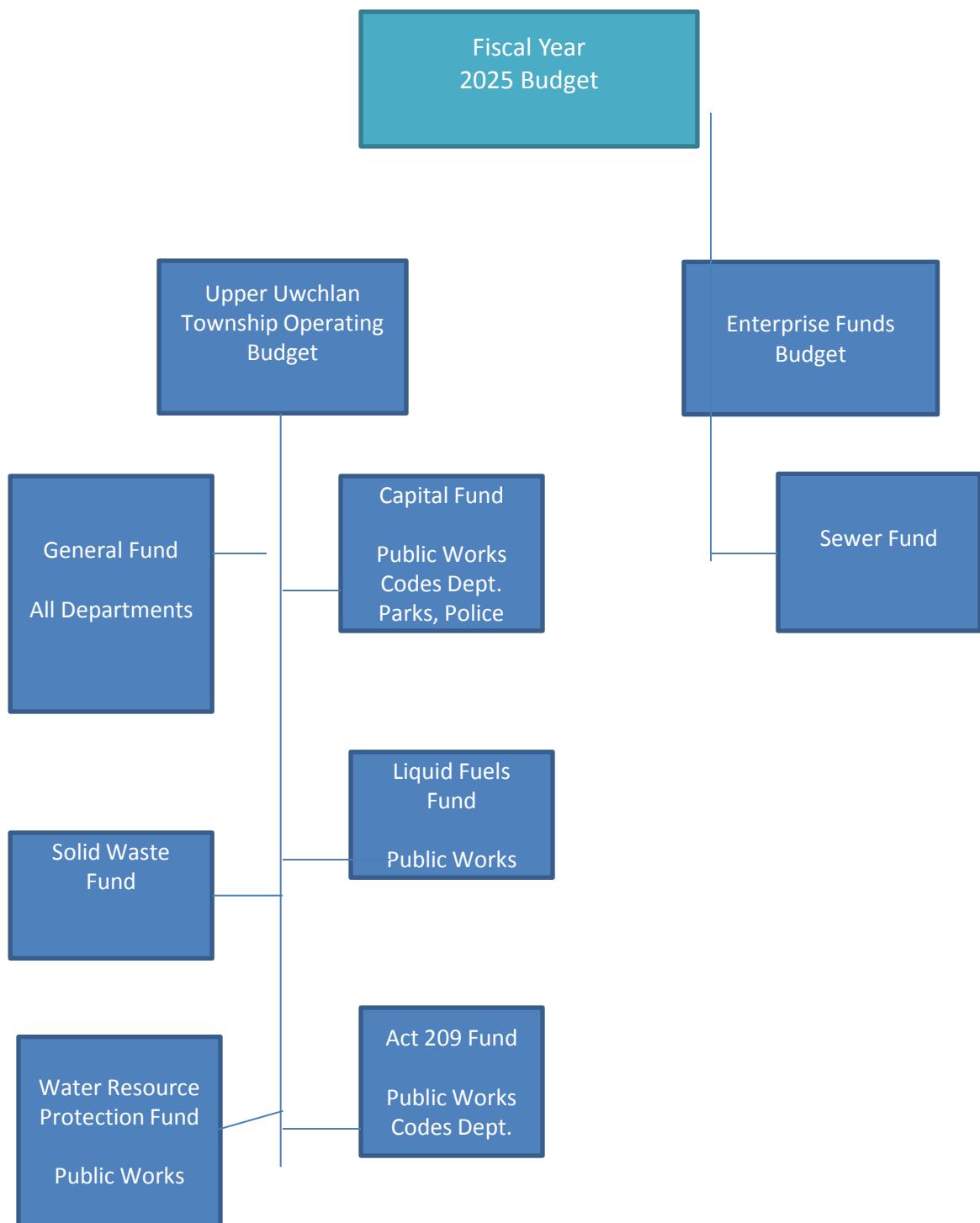
FIDUCIARY FUNDS

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

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

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

UPPER UWCHLAN TOWNSHIP RELATIONSHIP BETWEEN FUNDS AND DEPARTMENTS



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

BASIS OF ACCOUNTING AND BUDGETING

Basis of Budgeting

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

Accounting Basis

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

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

BUDGET SCHEDULE

Activity	Recommended Date	Date Required by Statute
Department heads review 2024 actuals in preparation for 2025 budget meetings	August 22, 2024	
Department heads notify Treasurer and Township Manager of any large increases they are submitting in the 2025 Budget (ie – personnel, capital)	August 29, 2024	
Treasurer prepares initial budget worksheet: <ul style="list-style-type: none"> Estimates revenue based on current year actuals and prior year trends Estimates salary and benefits based on current staffing levels 	August 29, 2024	
Department heads submit data for 2024/2025 actual performance measures	September 9, 2024	
Department heads meet with Township Manager and Treasurer to review goals for 2025	September 19, 2024	
Treasurer incorporates requests from department heads into budget and updates minor expense line items	September 26, 2023	
Capital budget items are reviewed	October 4, 2024	
Treasurer prepares and delivers the initial 2025 Budget package to the Board of Supervisors for their review	October 4, 2024	
Initial presentation of the 2025 Budget to the Board of Supervisors for the following departments: <i>Police</i> <i>Codes</i> <i>Public Works</i> <i>Solid Waste Fund</i> <i>Liquid Fuels Fund</i>	October 8, 2024 (public Workshop)	

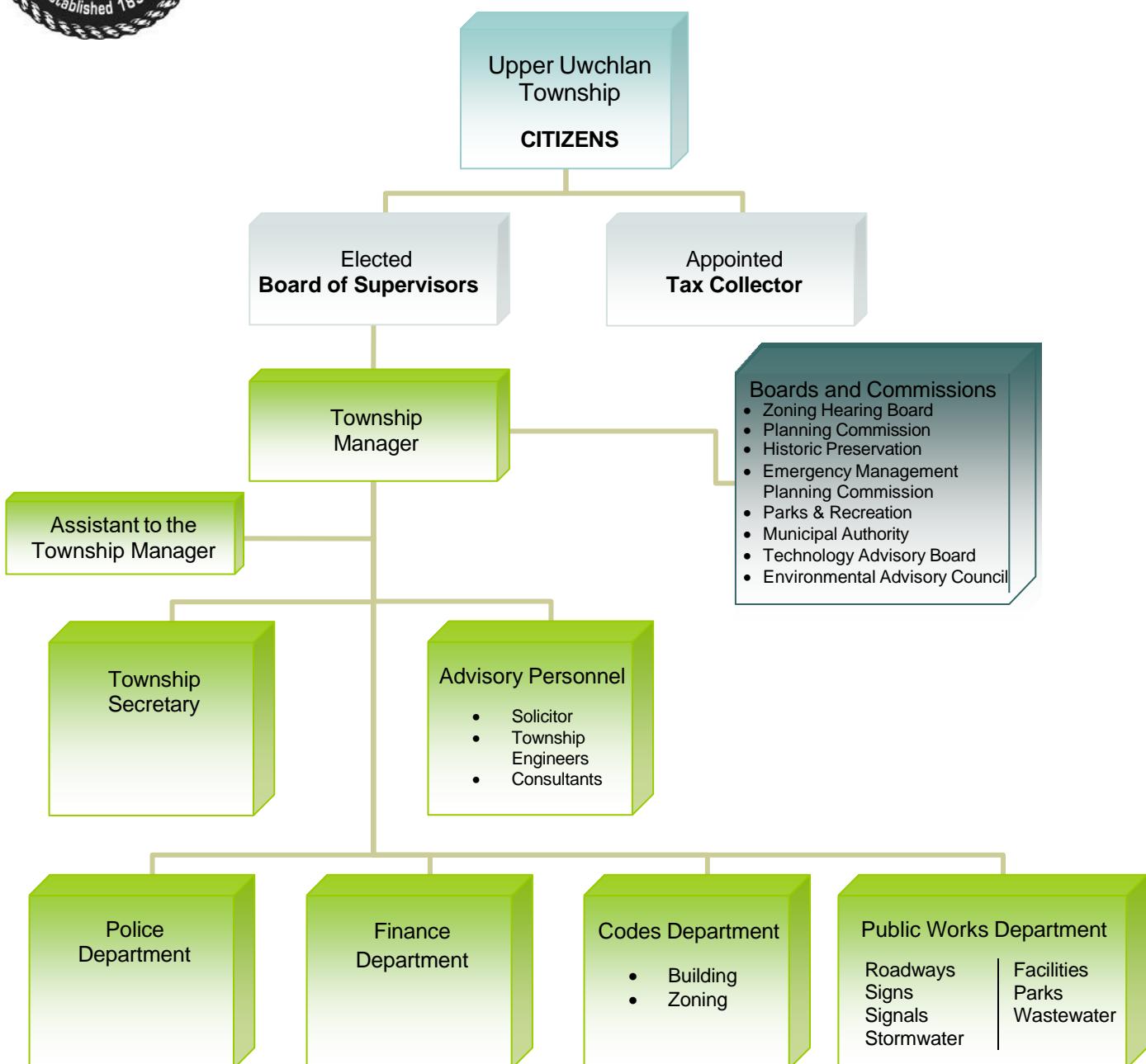
Activity	Recommended Date	Date Required by Statute
The following departments present their budgets to the Board of Supervisors: <i>General Government</i> <i>Executive</i> <i>Audit & Tax</i> <i>Legal and Computer</i> <i>Engineering</i> <i>Township Properties</i> <i>Planning and Zoning</i> <i>Parks</i> <i>Commissions</i> <i>Other Services</i> <i>Long Term Debt</i> <i>Capital Fund</i> <i>Water Resource Protection Fund</i> <i>Sewer Fund</i> <i>Act 209 Fund</i>	November 12, 2024	
Township Manager requests Supervisors to authorize advertising the budget	November 12, 2024 (public workshop)	
Budget is advertised in the Daily Local News as required by Pa. Statute (<i>20 business days prior</i>)	November 15, 2024	November 15, 2024
Supervisors discuss budget, request any final changes (if necessary)	December 10, 2024	
Township Manager presents the final budget to the Supervisors and recommends voting to accept it	December 16, 2024 (public meeting)	December 31, 2024

Process for Budget Amendments

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



UPPER UWCHLAN TOWNSHIP ORGANIZATIONAL CHART



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

SUMMARY OF STAFF POSITIONS

	2025	2024	2023
<u>Full Time:</u>			
Executive	6	6	6
Codes Department	3	3	3
Police Department	18	18	17
Public Works Department	8	8	7
Public Works – Facilities	3	3	3
Total	38	38	36
 <u>Part Time/Seasonal:</u>			
Executive	1	0	0
Codes Department	0	1	1
Police Department	0	0	1
Public Works Department	0	0	0
Public Works – Facilities *	0	0	0
Total	1	1	2

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

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

FINANCIAL POLICIES

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

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

CAPITALIZATION POLICY

POLICY PURPOSE

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

SCOPE

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

RESPONSIBILITY

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

POLICIES AND GOALS

Applicability

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

Definition of a Capital Asset

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

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

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

Depreciation Method

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

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

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

POLICY FOR MAINTAINING A BALANCED BUDGET

ADOPTED: November 12, 2019

PURPOSE OF THE POLICY

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

APPLICABILITY OF THE POLICY

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

ACHIEVING AND MAINTAINING A BALANCED BUDGET

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

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

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

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

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

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

REMEDY FOR NON-COMPLIANCE

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

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

RESPONSIBILITY FOR THE POLICY

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

FUND BALANCE POLICY

(In Conformity with GASB Statement No. 54)
ADOPTED: June 16, 2014

PURPOSE OF FUND BALANCE

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

DEFINITIONS

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

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

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

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

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

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

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

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

FUND BALANCE POLICY

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

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

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

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

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

POLICY ADMINISTRATION

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

GENERAL CASH RECEIPTS POLICY

ADOPTED: May 16, 2016

POLICY PURPOSE

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

SCOPE

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

RESPONSIBILITY

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

POLICIES AND GOALS

Applicability

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

Segregation of Duties

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

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

Safekeeping

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

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

Incoming Revenues

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

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

Collection of Revenues

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

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

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

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

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

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

Revenue Recognition

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

Petty Cash

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

UTILITY BILLING CASH RECEIPTS AND COLLECTIONS POLICY

ADOPTED: May 16, 2016

PURPOSE OF THE UTILITY BILLING CASH RECEIPTS AND COLLECTIONS POLICY

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

SCOPE

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

RESPONSIBILITY

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

BILLINGS FOR SERVICES

Solid Waste and Recycling

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

- Marsh Harbour
- Mews at Byers Station (condominiums)

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

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

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

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

Sewer

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

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

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

RECEIPT OF PAYMENTS

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

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

PENALTY AND INTEREST

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

Solid Waste and Recycling

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

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

Sewer

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

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

DELINQUENT ACCOUNTS

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

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

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

Solid Waste and Recycling

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

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

Sewer

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

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

Payment Terms for Delinquent Accounts

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

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

WRIT OF SCIRE FACIAS SUR MUNICIPAL CLAIM

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

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

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

INVESTMENT POLICY FOR TOWNSHIP FUNDS

ADOPTED: November 16, 2015

PURPOSE OF INVESTMENT POLICY

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

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

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

SCOPE

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

AUTHORITY

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

DEFINITIONS

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

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

DELEGATION OF RESPONSIBILITY

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

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

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

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

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

GUIDELINES

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

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

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

CUSTODY

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

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

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

DISCLOSURE

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

AUDIT

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

BOND PROCEEDS

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

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

COMPLIANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES ("GAAP")

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

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

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

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

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

POLICY ADMINISTRATION

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

CONTRIBUTION POLICY

ADOPTED: November 12, 2019

PURPOSE OF CONTRIBUTION POLICY

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

SCOPE

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

AUTHORITY

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

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

DELEGATION OF RESPONSIBILITY

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

GUIDELINES

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

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

DISCLOSURE

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

DEBT MANAGEMENT POLICY

ADOPTED: October 8, 2019

PURPOSE OF A DEBT MANAGEMENT POLICY

A debt management policy provides credibility and transparency and ensures that there is a common understanding among the elected officials, staff and the community regarding policies surrounding the issuance of municipal obligations. The intention of the debt policy is to demonstrate a commitment to long term financial planning. It is the objective of the policy that:

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

APPLICABLE REGULATIONS GOVERNING MUNICIPAL DEBT

The Debt Act

The Local Government Unit Debt Act (the “Debt Act”), administered by Pennsylvania Department of Community and Economic Development (DCED), provides the procedure for Pennsylvania’s local government units to issue debt and tax anticipation notes.

Article IX, Section 10 of the Constitution of the Commonwealth of Pennsylvania requires the General Assembly to prescribe the debt limits of units of local governments in the Commonwealth, including the Township, based on a percentage of total revenues of such units over a three-year period immediately preceding the borrowing. Self- liquidating debt and subsidized debt and all debt approved by referendum are excluded from such debt limits. The Debt Act implements Article IX, Section 10 of the Constitution.

Under the Debt Act as presently in effect, there is no limit on the amount of electoral debt (debt incurred with the approval of the voters) which may be incurred or outstanding, but (i) the Township may not incur new non-electoral debt (debt not approved by the voters) if the total amount of such new non-electoral debt plus all other non-electoral debt to remain outstanding upon issuance of such new non-electoral debt, net of the amount of any non-electoral debt that constitutes subsidized debt or self-liquidating debt, will exceed 250% of the borrowing base and (ii) the Township may not incur new **lease rental debt** if the total amount of such new lease rental debt plus all other non-electoral debt and lease rental debt to remain outstanding upon issuance of such new lease rental debt, net of the amount of any non-electoral or lease rental debt that constitutes subsidized debt or self-liquidating debt, will exceed 350% of the Borrowing Base.

Lease rental debt is defined as: debt represented by obligations of an authority or another local government unit to be repaid by the Township pursuant to a lease, subsidy contract, guarantee or other

form of agreement where such debt is or may be payable out of the tax revenues and other general revenues of the Township.

A copy of the Debt Act and the DCED document, "An Introduction to the Local Government Unit Debt Act", is included as an attachment to this policy.

REFUNDING POLICY

The primary objectives of proceeding with a current refinancing or an advance refunding shall be to benefit the Township in one or more of the following ways:

- Providing net present value savings
- Eliminate burdensome or restrictive covenants imposed by the terms of the bonds to be refunded
- Changing the type of debt instrument

The Township should consider an advance refunding if it meets one of the following guidelines:

- A refunding issue would generate net present value savings as outlined below
- The final maturity of the refunding bonds should be no longer than the final maturity on the refunded bonds
- Refunding issues should be structured to achieve level annual debt service savings

Solely meeting one or more of the minimum guidelines will not necessarily result in the Township executing a refunding issue. All costs and benefits of the refunding will be taken into account and analyzed by the Township and its advisors in determining if the refunding is in the best interest of the Township.

A present value analysis shall be prepared to identify the economic effect of the proposed refunding. To proceed with a refunding, a minimum net present value savings amount, as a percentage of the refunded par amount, should be achieved. Appropriate savings thresholds for the different refunding alternatives, based on the level of risk they pose, are shown below. The savings shall be calculated net of all issuance fees and using a net debt savings approach, which takes into consideration arbitrage rebate requirements.

- Current refunding: a minimum of three percent (3%) net present value savings should generally be achieved. (a current refunding is one in which the closing on the refunded bonds is within 90 days of the call date)
- Advance refunding: a minimum of three percent (3%) net present value savings should be achieved. Prudent analysis should be performed to determine the most efficient method of funding the escrow portfolio. (an advance refunding is one in which the closing is earlier than a current refunding. New tax laws in 2017 made advance refundings taxable therefore they are rarely used)

In evaluating refunding opportunities and applying the above referenced guidelines, the Township should consider the following factors:

- For advance refundings, adjustments to the savings thresholds may be justified based on the length of time before the call and the length of time from the call to maturity. The longer the escrow, the higher the savings threshold should be. Conversely, shorter escrows may justify a lower savings threshold, but should not be lower than the minimum of three (3) percent noted above.
- The couponing and/or callability of the refunding bonds may also justify adjustments to the savings threshold. Non-callable bonds might justify a higher threshold.
- For advance refundings, adjustments to savings thresholds may be justified based on where interest rates are at the time of the refunding relative to historical markets. In low interest rate markets, a lower threshold may be justified while a higher threshold would be justified in high interest rate markets.

COMPONENTS OF THE DEBT MANAGEMENT POLICY

DEBT LIMITS

- The Township will issue debt only for the purposes of constructing or acquiring capital assets and for making major renovations to existing capital assets or when the project is included in the Township's Capital Improvement Program.
- The Township can legally incur non-electoral debt equal to 250% of its borrowing base. The borrowing base is the average of total revenues for the past three (3) years minus certain statutory deductions.
- The Township will not construct or acquire a public facility if it is unable to adequately provide for the subsequent annual operation and maintenance costs of the facility.
- Growth in debt service should be sustainable consistent with the projected growth of revenues.
- In no case will debt maturity exceed the useful life of the project. Where possible, the Township will seek to maximize principal repayment ahead of the scheduled repayment date.
- The Township will use three statistical measures to determine debt capacity and compare these ratios (where possible) to other municipalities of similar size, rating agency standards and its own historical ratios to determine the affordability of the debt:
 1. Debt per capita
 2. Debt to taxable property value
 3. Debt service payments as a percentage of general fund revenues or expenditures

DEBT STRUCTURING PRACTICES

- The Township was given a credit rating of "Aa1" by Moody's in November of 2018. Due to the size and revenue capacity of the Township, it is unlikely that a higher rating can be attained. The Township will strive to maintain this rating and will maintain communication with bond rating agencies as necessary.

- Capital projects financed through the issuance of bonds shall not be financed for longer than the expected useful life of the project.
- The Township will attempt to structure debt issues to maintain level annual debt service payments over time
- Variable rate debt exposes the Township to interest rate risk, which is not a consideration or risk when employing fixed rate debt. Interest rate risk is the risk that interest rates will rise, on a sustained basis, above levels that would have been set if the rate had been fixed. The Township has elected not to issue variable rate debt.
- The Township has elected not to use derivatives as an investment vehicle for any debt

DEBT ISSUANCE PRACTICES

- It is the responsibility of the Finance Director/Treasurer to continually monitor market conditions for opportunities to improve the Township's debt position and to coordinate with financial advisors (as selected by the Township) to coordinate the timing, process and sale of the Township's debt.
- Prior to any debt issuance, an analysis of market conditions and other financing options will be conducted to determine the feasibility and advisability of entering the credit markets at that time
- The process for selecting the financial advisor, bond counsel and underwriters shall be discussed and documented. The Township is permitted to take into account its experience with advisors and bond counsel that it has worked with in previous bond offerings.
- The Township may choose to use short-term bank financing when it is advantageous to do so in the case of smaller borrowings.
- The Township will choose the method of sale of its bonds (competitive, invited or negotiated) in light of financial and market conditions, considering an assessment of the different risks associated with each method. Records shall be maintained to document the decisions for the methods discussed and selected.
 - Competitive sale – the underwriter buys the bonds but does not provide advice or support to the issuer. In Pennsylvania, approximately 20% of sales are competitive.
 - Negotiated sale – the issuer works with the underwriter who can provide advice. A negotiated sale provides more flexibility in determining the appropriate timing of taking the issue to market. In Pa., approximately 80% of bonds are issued in a negotiated sale.

DEBT MANAGEMENT PRACTICES

- The Township will manage debt issuance to comply with the established debt limits and will evaluate those every year and revise them as necessary.
- In order to comply with Federal arbitrage regulation, the Township will not issue obligations until identifiable projects are close to initiation. Debt obligations will be issued as closely as feasible to the time contracts are expected to be awarded.
- Debt service payments:
 - The Township has a fiduciary responsibility to manage its funds in a manner that assures accurate and timely payment of debt service principal and interest.

- The Township will negotiate terms allowing for full investment of funds until the payment due date by utilizing electronic fund transfer
- The Township requires that its paying agent invoice the Township at least 30 days prior to the due date for payment of principal and/or interest
- The Township will use electronic fund transfer to assure transfer to the paying agent on or before the payment date. The Township is permitted to pay by check if circumstances make it necessary or prudent to do so.
- Purchase and sale of investments for bond proceeds:
 - The Township shall seek competitive rates for the investment of bond proceeds and shall endeavor to select the provider that can provide the highest rate of interest unless there are other benefits to be considered in the selection.
 - Compliance with all applicable Federal, State and contractual restrictions regarding use and investment of bond proceeds shall be maintained
 - Invested proceeds shall be diversified in order to reduce risk exposure to investment providers, types of investment products and types of securities held.
- Disclosure:
 - All fees resulting from investment services or sale of products should be fully disclosed to ensure there are no conflicts of interest and investments are being purchased at a fair market price. Underwriters of the bonds, but not the Financial or Investment Advisor, may bid on the sale of investment products for the proceeds. The Financial or Investment Advisor shall document the bidding process and results and shall certify in writing that a competitive and fair market price was received.

CONTINUING DISCLOSURE

SEC Rule 15c2-12 requires that underwriters of municipal bonds ensure that the issuer will disclose certain information on an on-going basis and other information, known as “material event notices “within 10 business days of the event’s occurrence. These requirements are included in the Continuing Disclosure Agreement between the underwriter and the issuer.

Annual Disclosure

The Continuing Disclosure Agreements for the General Obligation Bonds, Series of 2019 and Series A of 2019 both require:

- Annual financial report - to be posted within 270 days of the Township’s year end on the EMMA website

Although not specified in the Continuing Disclosure Agreement:

- Annual budget – within 10 days after adoption, we will post to the EMMA website

Material Event Notices

On August 15, 2018, the Securities and Exchange Commission adopted amendments to Rule 15c2-12 of the Securities Exchange Act to include additional material event notices. These changes were effective February 27, 2019. The Rule and its amendment should be reviewed annually for disclosure requirements. The following is an abbreviated list of items that are considered “material events”:

- New material debt obligations, including leases that “operate as a vehicle to borrow money”
- Bankruptcy
- Unscheduled draws on financial reserves, indicating financial difficulties
- Modifications to rights of bondholders, if material
- Adverse tax opinions pertaining to the issue
- Bond calls and tender offers
- Defaults on any existing debt
- Change in ratings on existing bond issues
- Failure to file annual financial reports on time

RESPONSIBILITY FOR THE POLICY

The development and responsibility of the Debt Management Policy rests with the Treasurer/Director of Finance. The primary responsibilities of the Treasurer in regards to Debt Management are as follows:

- Review Capital Improvement Projects on an annual basis to determine financing needs
- Annually, review opportunities for refinancing existing debts at more favorable terms
- Review annual debt ratios to insure compliance
- Ensure compliance with Federal and State continuing disclosure regulations and file all required documents as necessary

GENERAL FUND

POLICE DEPARTMENT



MISSION

The mission of the Police Department is to work in a true partnership with its fellow citizens to enhance the quality of life in our community. By raising the level of public safety through law enforcement, the Police Department reduces the fear and incidence of crime. In accomplishing these goals, service will be our commitment, honor, and integrity our mandate.

DESCRIPTION OF SERVICES PROVIDED

The Police department is headquartered at the Township Building in Chester Springs, Pennsylvania. The following services are provided:

Chief of Police

- The Chief of Police plans, organizes, and administers a public safety program.
- The Chief of Police has the authority and responsibility for management, direction, planning, staffing, performance, and control of the operation and administration of the Township Police Department.
- The Chief of Police directs functions at all Township events. Serves as the Incident Commander at the scene of a significant police related incident.

Lieutenant

- The Lieutenant supervises and coordinates all day-to-day administrative duties including, but not limited to scheduling, pay records, training, vehicle maintenance, officer, and equipment inspections.
- Assists and participates in the development and administration of the Police Department.
- Makes recommendations for future expenditures.
- Supervises and coordinates all ranking levels of the Upper Uwchlan Police Department at the station, in the field, at crime scenes and all emergency scenes.

Sergeant

- The Sergeant is the mid-line supervisor that performs various police department assignments. The Sergeant supervises the performance of police personnel including Corporals.
- The Sergeant is responsible for overseeing, organizing, training, and directing activities of personnel assigned to them. The Sergeant manages policy compliance, work schedules, evaluation and improvement.

Corporals

- The Corporals are the first line supervisors that perform various police department assignments.
- The Corporals manage subordinate employees to include, but not limited to supervision, policy compliance, work schedules to include special assignments, performance evaluation and improvement.

Detective Sergeant

- The Detective Sergeant supervises the performance of all Detective(s) or criminal investigators assigned to the Detective Division.
- The Detective Sergeant supervises and manages all investigative scenes.
- The Detective Sergeant also investigates reports of crimes, gathers evidence of all types, interview and take statements from victims, witnesses, and defendants for the purpose of successfully apprehending, prosecuting the perpetrators of said crimes, and provides technical services and intelligence to the patrol division.

Detectives

- The Detectives are responsible for furthering or initiating the investigation of any criminal activity.
- The Detectives will provide detailed and complete investigations of any activity assigned.
- The Detectives, when assigned, will follow up on a case by using all investigative techniques and will carry them and reopen if new evidence should develop or suspects be identified.

Police Officers

- Police Officers performs general police work in the protection of life and property through the enforcement of laws and ordinances and does related work required. This work consists of patrol work in assigned areas. Investigation and other duties incidentally are performed in accordance with the Department rules and regulations.

Traffic Safety Officer

- The Traffic Safety Officer seeks to improve, through Education, Engineering, and Enforcement, the highways of our communities and the Commonwealth and ensure they are safe for the motoring public as well as pedestrians and cyclists. Proactive traffic enforcement is one of the primary responsibilities of the officer.

ACCOMPLISHMENTS IN 2024

- Full-Time Administrative Assistant
- The replacement of one administrative vehicle
- Traffic Safety Truck with scales placed in service
- New Report Management System purchased and will be operational in 2025
- Architect for building space consulted
- Secure Police Parking lot- halfway completed
- Promoted Two Sergeants- 1 for patrol & 1 for Detective Unit
- All officers and Police Chaplain are CIT certified
- All officers issued a rifle with one spare in the department
- Expanded capability of the UAV (drone) program
- Expanded department's Chaplain program to 4 and will be adding 1 more
- Policy Manual review and amendments are ongoing
- Built out a vehicle replacement schedule with UUT mechanic and finance
- Marsh Creek State Park traffic control and parking ordinance and procedures amended
- Proactive with community-oriented policing
 - Business community
 - Religious community
 - Township Schools
 - Homeowners' Associations
- Expanded our participation in regional services to provide cost effective specialty services
- Prescription drug take-back program and prevention to include med safes for residents
- Expand training for officers on all levels
- Built a stronger partnership with neighboring police, fire, and EMS



Community Policing Programs

GOALS FOR 2025

- Secure police parking lot- complete project
- New Firearms with Optic sights
- One unmarked and one marked vehicle replacement as part of the vehicle replacement program
- Explore grant opportunities for EV bicycles for the trail system
- Explore grant opportunities for side-by-side replacement
- Leadership programs for administration and supervisors
- Continue the development process of the police station
- 2 part time police officers
- Continue with risk management assessments
- Continue to enlist more participants in the Community Assistance Personnel Services Program
- Evaluate community demographics and provide training to township staff
- Continue the use of social media to communicate with residents
- Employee Development Programs (education, physical and mental well-being)
- Continue Public Safety Presentations/Community Outreach Programs
- Continue Accreditation procedures (3-year assessment in Spring of 2025)
- Quality of Life Programs
- Work collaboratively with other agencies on a variety of operational endeavors such as RMS, ERT, crash investigations, criminal investigations, and UAV program to name a few
- Continue to review and amend the Police Policy Manual
- Review and build out the department's future succession plan for personnel

Staffing Statistics – at the end of each year presented

	2025	2024	2023
Full time:			
Police Chief	1	1	1
Lieutenant	1	1	1
Patrol Sergeant	1	1	0
Patrol Corporals	3	3	4
Detective Sergeant	1	1	0
Detective	1	1	1
Patrol Officers	8	8	8
Traffic Safety Officer	1	1	1
Admin Assistant	1	1	0
Part time:			
Patrol Officers	2	0	.5
Admin Assistant	0	0	.5
Total FTE's	20.0	18.0	16.0

2024 Junior Police Academy



Almost 50 Cadets graduated from the Jr. Police Academy in 2024



The department is helping to Welcome Back our students for the New School Year.



2025 Budget Summary – Police Department

	2025 Budget	Actual 2024 (9/30/24)	2024 Budget	2025 Increase (Decrease)	Percentage Change
Personnel and related expenses	\$3,409,340	\$2,483,660	\$3,209,905	\$199,435	6.2%
Vehicle costs	70,000	57,958	70,000	-	0.0%
Insurance – liability & property	15,150	11,363	15,150	-	0.0%
All other	159,652	135,897	160,974	3,678	2.3%
Total	\$3,654,142	\$2,688,878	\$3,456,029	\$203,113	5.9%



The 2025 Budget reflects an increase in expenditures:

- The replacement of one detective vehicle and one patrol vehicle
- New handguns w/ optic sites w/ trade in
- Complete securing Police Parking lot
- 2 part time officers
- Salary increase of 3.5% per the Collective Bargaining Agreement for 2025

STATISTICS

Police Incidents

	2025	2024*	2023
Calls for Service	0	9,460	13,109

*As of 9/30/24



The Police Department maintains a strong relationship with our neighbors.

Sworn Full Time Equivalent (FTE) Employees per Population

The ratio of sworn full time equivalent (FTE) employees to each 1,000 residents

	2025	2024	2023
Sworn FTE's	Unknown	1.21	1.28

2024- Population 13,909 (per September 10, 2024)

2023- Population 12,474



Reported Crimes and Arrests

	2025	2024*	2023
Reported Crimes Part 1 & 2	143	193	
Arrests	93	86	
Crimes per 1,000 residents	10.28	15.44	

*As of 09/30/24

Traffic Safety - Police Traffic Enforcement

	2025	2024*	2023
Traffic stops	Unknown	2,484	2,309
Verbal & Written Warnings		1,015	1,285
Citations		1,469	2,135

*As of 09/30/24

Traffic Crashes – Highway traffic accidents

	2025	2024*	2023
Vehicle accidents	Unknown	118	156

* As of 09/30/24

Traffic Safety Unit in Service Making Our Roads Safer



Upper Uwchlan Police Department Accident Reconstruction Team in Training





Officers take every opportunity to reach out to the members of the community to fulfill the mission of the police department



	Expected Result	2025	2024	2023
<i>Years the Police Department has been accredited by the Pennsylvania Police Chief's Association</i>	10	10	9	8
<i>Years the Police Department has used Facebook to share information with residents and others</i>	13	13	12	11
<i>Quality of Life Initiative Programs</i>	10	10	9	8
<i>Community Based Policing Programs</i>	10	10	9	8
<i>Community Crisis/De-escalation initiatives</i>	7	7	6	5
<i>Biased Base Policing Monitoring</i>	10	10	9	8
<i>Community Diversity Training/Initiative</i>	10	10	9	8



Upper Uwchlan Township
2024 Budget

		Actual - 9/30/24												\$ Inc/(Dec)	%	Budget	Budget	Budget			
		Actual			Budget			Budget			Budget										
		2022	2023	2023	2024	2024	2025	'24 Budget	Inc/(Dec)	2026	2027	2028	2029								
410 POLICE EXPENSES																					
01-410-000-100	Police Wages	1,638,845	1,794,691	1,603,004	1,376,021	1,925,485	2,009,903	84,418	4%	2,047,540	2,108,966	2,172,235	2,237,402								
01-410-000-105	Police Wages - Part Time	-	-	-	-	-	45,000	45,000	#DIV/0!	45,000	45,000	45,000	45,000								
01-410-000-110	Police Wages - WC Reimbursement	-	-	-	-	-	-	-	0%	-	-	-	-								
01-410-000-150	Payroll Tax Expense	137,007	151,756	122,630	117,860	147,300	157,200	9,900	7%	156,637	161,336	166,176	171,161								
01-410-000-151	Unemployment Compensation	9,176	6,890	8,765	6,610	7,315	7,700	385	5%	7,700	7,700	7,700	7,700								
01-410-000-156	Employee Benefit Expense	352,609	432,218	392,907	318,536	390,278	413,695	23,417	6%	434,379	456,098	478,903	502,848								
01-410-000-158	Medical Expense Reimbursement	10,916	12,579	13,000	6,095	10,000	12,000	2,000	20%	12,000	12,000	12,000	12,000								
01-410-000-159	Employer HSA Contribution	-	39,000	-	52,800	49,600	54,450	4,850	10%	54,450	54,450	54,450	54,450								
01-410-000-160	Pension Expense	228,221	252,675	227,964	393,809	395,763	418,855	23,092	6%	421,683	421,768	421,856	421,946								
01-410-000-161	Pension Expense-Non Uniform	-	-	-	1,953	2,605	2,746	141	5%	2,828	2,913	3,001	3,091								
01-410-000-165	Employer 457 Match	26,000	32,000	30,000	-	36,000	36,000	-	0%	36,000	36,000	36,000	36,000								
01-410-000-174	Tuition Reimbursement	14,038	13,773	15,000	10,608	12,000	12,000	-	0%	12,000	12,000	12,000	12,000								
01-410-000-181	Longevity Pay	33,400	32,500	29,400	26,300	33,300	34,100	800	2%	34,500	38,300	42,700	44,600								
01-410-000-182	Education Incentive	4,750	4,250	5,750	6,000	4,250	5,750	1,500	35%	5,750	5,750	5,750	5,750								
01-410-000-183	Overtime - Patrol Functions	48,781	48,191	10,000	37,955	45,000	45,000	-	0%	45,000	45,000	45,000	45,000								
01-410-000-183	Overtime - Shift Coverage	17,630	40,490	15,000	33,087	38,000	38,000	-	0%	38,000	38,000	38,000	38,000								
01-410-000-183	Overtime - Holiday Worked	24,692	30,442	35,000	21,996	35,236	35,236	0	0%	35,236	35,236	35,236	35,236								
01-410-000-187	Court Time Wages	9,999	11,738	12,000	7,938	14,000	14,000	-	0%	14,000	14,000	14,000	14,000								
01-410-000-190	COVID Pay	11,250	10,750	-	12,975	-	-	-	#DIV/0!	-	-	-	-								
01-410-000-191	Uniform & Boot Allowances	14,500	14,550	14,000	17,550	16,350	17,550	1,200	7%	17,550	17,550	17,550	17,550								
01-410-000-200	Supplies	11,444	13,385	14,000	14,523	12,000	12,000	-	0%	12,000	12,000	12,000	12,000								
01-410-000-215	Postage	750	769	750	10	750	750	-	0%	750	750	750	750								
01-410-000-230	Gasoline & Oil	52,787	58,116	43,000	39,623	50,000	50,000	-	0%	50,000	50,000	50,000	50,000								
01-410-000-235	Vehicle Maintenance	19,650	32,330	25,000	18,335	20,000	20,000	-	0%	30,000	30,000	30,000	30,000								
01-410-000-238	Clothing/Uniforms	18,469	34,147	11,700	6,946	22,000	17,000	(5,000)	-23%	9,000	9,000	9,000	9,000								
01-410-000-250	Maintenance & Repairs	324	1,979	2,500	20,929	-	-	-	#DIV/0!	-	-	-	-								
01-410-000-260	Small Tools & Equipment	16,572	18,190	10,000	22,223	20,000	17,000	(3,000)	-15%	17,000	17,000	17,000	17,000								
01-410-000-311	Non-Reimbursable Legal	-	-	-	-	-	-	-	#DIV/0!	-	-	-	-								
01-410-000-316	Training & Seminars	21,321	20,538	15,000	9,442	15,000	28,838	13,838	92%	15,000	15,000	15,000	15,000								
01-410-000-317	Parking & Travel	94	740	1,000	490	1,000	1,000	-	0%	1,000	1,000	1,000	1,000								
01-410-000-320	Telephone	5,290	6,493	7,000	4,225	7,000	7,000	-	0%	7,000	7,000	7,000	7,000								
01-410-000-322	Ipad Expense	-	600	-	-	-	-	-	#DIV/0!	-	-	-	-								
01-410-000-327	Radio Equipment M & R	-	1,000	211	1,000	1,000	-	-	0%	1,000	1,000	1,000	1,000								
01-410-000-340	Public Relations	15,720	10,766	15,000	8,270	10,000	10,000	-	0%	10,000	10,000	10,000	10,000								
01-410-000-342	Police Accreditation	2,633	1,449	6,000	1,300	4,000	4,000	-	0%	3,000	3,000	3,000	3,000								
01-410-000-352	Insurance - Liability	12,793	13,507	12,793	10,157	13,542	13,542	-	0%	13,542	13,542	13,542	13,542								
01-410-000-353	Insurance - Vehicles	2,106	2,012	2,106	1,206	1,608	1,608	-	0%	1,608	1,608	1,608	1,608								
01-410-000-354	Insurance - Workers Comp.	41,945	50,228	43,200	35,567	47,423	50,155	2,732	6%	51,660	53,209	54,806	56,450								
01-410-000-420	Dues/Subscriptions/Memberships	988	1,768	1,000	684	1,000	1,000	-	0%	1,000	1,000	1,000	1,000								
01-410-000-450	Contracted Services	20,661	26,813	29,950	40,288	59,224	53,064	(6,160)	-10%	53,064	53,064	53,064	53,064								
01-410-000-740	Computer/Furniture	4,157	10,049	3,000	6,356	8,000	7,000	(1,000)	-13%	7,000	7,000	7,000	7,000								
Total 410 POLICE EXPENSES		2,829,518	3,231,772	2,779,019	2,688,878	3,456,029	3,654,142	198,113	6%	3,703,878	3,797,241	3,894,326	3,992,148								

GENERAL FUND

CODES DEPARTMENT

MISSION

The mission of the Codes Department is to ensure the safety of Township residents through compliance with the Uniform Construction Code, the Township Property Maintenance Code and the Storm Water Management ordinance.

Zoning ordinances regulate use, densities, and locations of activities in the Township. The Codes Enforcement Officers enforce municipal ordinances and ensures safe building standards. The Codes Department uses the township engineer to inspect and regulate development projects in accordance with the Township Subdivision and Land Development Ordinance and the Municipalities Planning Code (MPC).

DESCRIPTION OF SERVICES PROVIDED

The Building/Codes Department is headquartered at the Township Building in Chester Springs, PA. The following services are provided:

- Residential and commercial building permits – review, inspect and issue approvals as appropriate
- Address zoning issues and attend meetings of the Zoning Hearing Board as necessary
- Participates as a member of the Township Safety Committee
- Coordinate the Annual Block Party (*Administrator*)
- Provides first impression that people have of the Township, greeting visitors, residents, and contractors in person or on the phone (*Administrator*)
- Editor of the Township Bi-Annual Newsletter (*Administrator*)
- Assists Emergency Management Planning Commission (*Administrator*)
- Issues certifications to Lenders on property Sales/Refinance (*Administrator*)
- Notary services for stormwater management (*Administrator*)

ACCOMPLISHMENTS IN 2024

- Maintained Stormwater Management Standards on new projects.
- Implement Township Wide Safety Committee – Recommendation of DVIT
- Create position of Assistant Fire Marshal
- Coordinate and manage Eagle Scout Projects
- Assisted with Ordinance revisions to Building Code violation Penalties, Zoning district changes, Alternative Energy, and various definitions.
- Performed preliminary plan reviews for 100 Greenridge, 301 Park Road, 260 Sierra Drive, 241-245 Park Road, Eagleview 1A, and Byers 5C parcel 2A.
- Administered the ongoing construction of several large projects including Preserve at Marsh Creek, Vantage Point, Eagle Point, DSM, and 240 Sierra Drive.
- Assisted in the completion of hundreds of homeowner projects including decks, patios, and finished basements.

- Guided community HOA's with projects including sidewalk replacement (recycled rubber), LED replacement street lighting, permittable uses for open space, street tree replacement, and drainage improvements.
- Managed sanitary pipe installation from Preserve at Marsh Creek through Upland Farms. This included trail closures and restoration.
- Assisted the Marsh Harbor Community in the design and installation of ADA compliant sidewalks and crosswalks, and fall protection at basins.
- Managed the installation of public sewer on Byers Road and the individual business and residential connections that followed.
- Assisted with the implementation of 520 Milford Road ambulance station.
- Assisted with the acquisition and ongoing renovation of the historical farm and spring houses at Preserve at Marsh Creek.
- Administered Pipeline projects including pipe excavation and repairs on Milford Road, and Styer Road survey/ exploratory excavations for future Pa Turnpike Bridge relocation.
- Continued involvement in Upland Farms farmhouse structural analysis and repairs, and improvements to the Barn.
- Managed Dorlan Mills house demolition and artifact collections.
- Reorganization of commercial permit file plans in compliance with record retention requirements.
- Coordinated dedication of Reserve at Chester Springs and Enclave.
- Earned CEUs to maintain UCC licensing and achieved certification from the National Stormwater Center.
- Coordinated and maintained Toys for Tots Holiday collection site.
- Assisted with HOA bike donations.





GOALS FOR 2025

- Continue enforcement of the Property Maintenance Code.
- Continue coordination with Sunoco on Mariner II and Mariner III projects.
- Revise 2018 International Fire Code for adoption to meet our needs while performing fire safety inspections
- Manage the public sewer main installation on Font and public tie-ins
- Continue to work with the Storm Water Technical Advisory Committee.
- Coordinate a Water Resource Protection Program.
- Continue to review and revise Township fee schedule relating to permits.
- Continue to utilize the TRAISR program as intended.
- Continue to revise permit applications to make them more user friendly for residents.
- Continue accruement of continuing education.

Staffing Statistics – as of the end of each year presented

	2025	2024	2023
Full time:			
Codes Department			
Administrator	1	1	1
Building Inspector	1	1	1
Administrative Assistant	1	1	1
Part-time admin	-	-	-
Total	3.00	3.00	3.00



2025 Budget Summary - Codes

	2025 Budget	Actual 2024 (9/30/2024)	2024 Budget	2024 Increase (Decrease)	Percentage Change
Personnel and related expenses	\$442,690	\$297,311	\$409,141	\$13,548	3.3%
All other	19,410	8,592	18,360	1,050	5.7%
Total	\$442,099	\$305,903	\$427,501	\$14,597	3.4%

Explanation of Major Changes

Personnel and related expenses

All non-uniform personnel are budgeted for a 3% salary increase in 2025.

STATISTICS

	Projected 2025	2024*	Actual 2023
Building permits issued - residential	600	541	705
Building inspections - residential	2,800	2,976	3,091
Building permits issued - commercial	25	35	43
Building inspections - commercial	150	193	237
Re-sale Use & Occupancy permits issued	100	95	90
Re-sale Use & Occupancy inspections	105	98	90
Number of Zoning Hearings conducted	4	4	3

*As of 9/30/2024

PERFORMANCE MEASURES

Township Goals Supported:

- Health and Safety
 - Maintain the quality of life and the health, safety, and welfare through the administration of all applicable codes, regulations, and standards to include, but not limited to: Township codes, building codes, the property management code and the International Fire Code.
- Thriving Local Economy
 - Encourage economic vitality through appropriate zoning, land development and infrastructure improvement

Code Enforcement: Inspector Response to Permits Issued

Average inspections per workday; number of inspections performed (does not include electrical inspections performed by third party electrical underwriters)

	Expected Results	Projected 2025	2024*	Actual 2023
Number of permits issued	600	600	576	705
Average inspections per workday**	7.22	7.22	6.51	8.48
Permits issued per 1,000 residents	49	49	44	57

*As of 9/30/24

** Average inspections per permit = 5.50 inspections

Code Enforcement: Costs per parcel

Direct costs of the Code Department relative to the number of parcels in the Township. (Fringe benefits and pension costs are excluded)

	Expected Results	Projected 2025	2024*	Actual 2023
Codes Department direct costs	\$357,068	\$357,068	\$237,484	\$346,722
Cost per parcel	\$75.97	\$75.97	\$50.77	\$74.61

*As of 9/30/24

Code Enforcement: Contribution to offset Department Costs

The fees charged by the Township help to offset the costs of running the Codes department.

	Expected Results	Projected 2025	2024*	Actual 2023
Building Codes fees received	\$489,000	\$489,000	\$320,470	\$593,004
Average contribution per permit	\$815.00	\$815.00	\$592.37	\$841.14

*As of 9/30/24

Upper Uwchlan Township
2024 Budget

	Actual	Actual	Budget	Actual -		Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget			
				9/30/24	Budget										
	2022	2023	2024	2024	2025										
413 CODES ADMINISTRATION															
01-413-000-100	Code Administrator Wages	240,958	283,317	237,709	200,344	278,777	287,140	8,363	3%	295,755	304,627	313,766	323,179		
01-413-000-150	Payroll Tax Expense	19,574	22,487	18,185	15,959	21,326	21,966	640	3%	21,966	22,625	23,304	24,003		
01-413-000-151	Unemployment Compensation	1,676	1,427	1,605	1,174	1,540	1,155	(385)	-25%	1,155	1,155	1,155	1,155		
01-413-000-156	Employee Benefit Expense	51,053	56,330	49,529	36,615	49,641	52,619	2,978	6%	55,250	58,013	60,914	63,959		
01-413-000-159	Employer HSA Contribution	-	7,500	-	8,000	8,000	8,250	250	3%	8,250	8,250	8,250	8,250		
01-413-000-160	Pension Expense	16,867	19,102	16,687	31,804	31,805	32,412	607	2%	33,385	34,386	35,418	36,480		
01-413-000-165	Employer 457 Match	6,000	6,000	6,000	-	6,000	6,000	-	0%	6,000	6,000	6,000	6,000		
01-413-000-181	Longevity Pay	5,100	5,400	5,100	2,850	5,700	6,750	1,050	18%	6,900	7,050	7,200	7,350		
01-413-000-183	Overtime	3,764	2,497	2,000	1,796	2,000	2,000	-	0%	2,000	2,000	2,000	2,000		
01-413-000-200	Supplies	2,501	2,026	2,000	314	2,000	2,000	-	0%	2,000	2,000	2,000	2,000		
01-413-000-230	Gasoline & Oil	3,751	2,976	3,400	2,444	3,400	3,600	200	6%	3,600	3,600	3,600	3,600		
01-413-000-235	Vehicle Maintenance	5,453	1,361	1,500	203	1,500	1,200	(300)	-20%	1,200	1,200	1,200	1,200		
01-413-000-316	Training & Seminars	1,166	957	3,000	503	3,000	3,000	-	0%	3,000	3,000	3,000	3,000		
01-413-000-317	Parking & Travel	368	16	250	92	250	400	150	60%	400	400	400	400		
01-413-000-320	Telephone	834	1,759	2,000	527	3,000	2,500	(500)	-17%	2,500	2,500	2,500	2,500		
01-413-000-322	Ipad Expense	517	115	600	-	-	-	#DIV/0!	-	-	-	-	-		
01-413-000-352	Insurance - Liability	282	270	282	191	255	255	(1)	0%	255	255	255	255		
01-413-000-353	Insurance - Vehicles	398	403	398	341	455	455	0	0%	455	455	455	455		
01-413-000-354	Insurance - Workers Comp.	1,936	2,318	720	565	753	796	43	6%	796	796	796	796		
01-413-000-420	Dues/Subscriptions/Memberships	432	422	3,000	946	1,500	3,000	1,500	100%	3,000	3,000	3,000	3,000		
01-413-000-450	Contracted Services	3,718	5,470	10,000	1,195	5,600	5,600	-	0%	5,600	5,600	5,600	5,600		
01-413-000-460	Meetings & Conferences	-	-	1,000	40	1,000	1,000	-	0%	1,000	1,000	1,000	1,000		
Total 413 CODES ADMINISTRATION				366,348	422,153	364,965	305,903	427,502	442,099	14,597	3%	454,467	467,912	481,812	496,183

GENERAL FUND

PUBLIC WORKS DEPARTMENT

MISSION

The mission of the Public Works Department is to serve the residents of Upper Uwchlan Township by maintaining the public roadways and township parks for the safe and efficient use. The Public Works department also maintains the infrastructure and facilities owned and operated by the Upper Uwchlan Township Municipal Authority.

Township expenses associated with the operation of the wastewater system are charged back to the Municipal Authority and are shown as revenue under the description "Municipal Authority Reimbursement".

DESCRIPTION OF SERVICES PROVIDED

The Public Works Department is located at 132 Oscar Way in Chester Springs, about a half mile from the Township building. The department is responsible for the maintenance and repair of the following:

- Roadways
- Stormwater infrastructure
- Traffic signals
- Roadway signage
- Open space parkland
- Athletic facilities
- Wastewater pump stations and treatment plants
- Drip/spray fields
- General township facilities



Byers Station Crosswalk Painting, April 2024

ACCOMPLISHMENTS IN 2024

- Performed over 40 road repairs and in-house asphalt repairs, using approx. 310 tons of asphalt
- Repaired or rebuilt 72 inlets *(as of September 2024)*
- Replaced 60' of 24" pipe on Buck Drive, August 2024
- Replaced 100' of 15" pipe on Claremont Lane, September 2024
- Repaired and resurfaced 2.65 miles of roadway
- Responded to 684 PA One call tickets *(as of September 2024)*
- Cleaned out pipe crossings throughout the township
- Used the Sweeper truck to vac out clogged inlets and stormwater pipes throughout the township
- Continuously performed roadside mowing throughout the Township – 16.9 miles
- Mowed and maintained all Township owned facilities:
 - Parks; Municipal Authority pump stations, sewer plants, spray and drip fields, manholes and spray heads; Public Works garage; Township Building; covered bridge; and Upland Farms throughout the year, a total of 154.5 acres
- Called out seven times for snow and ice removal
- Called out over a dozen times for other storm related issues e.g. flooding and trees in the road
- Painted crosswalks in Windsor Ridge, Byers Station
- Assembled an enclosure for Uwchlan Ambulance stationed at 520 Milford Road
- Installed new AEDs at township parks and facilities
- Rebuilt the roof on the Hickory Park batting cage
- Assisted the Historical Commission with their move back to the farmhouse at Upland and with various events held throughout the year
- Assisted EAC with E-Waste/Shredding Events, Earth Day and Litter Clean Up
- Assisted the Boy Scouts with their boardwalk project at Upland Farm
- Replaced the roof on the GEYA shed at Fellowship Field
- Built an enclosure around the HVAC system at Upland Barn
- Cut down several dead trees on township owned properties
- Assisted the UUT Police Department with traffic control on multiple occasions
- Assisted with the formation of newly formed Safety Committee
- Cleaned out approximately 2,000 inlets throughout the year
- Performed street sweeping on approximately 238 lane miles
 - This includes street sweeping during the winter months to collect excess cinders to recycle and reuse during future storm events
 - At the completion of the winter season, street sweeping was performed to collect salt, cinders and debris
 - Street sweeping was also performed at various times throughout the year to clean out storm drains and to collect leaves and other miscellaneous debris
 - Approximately 53 tons of street sweepings were collected and taken to the landfill between March and April 2024
- Managed trash and recycling totter program
 - Delivered trash and recycling toters to approximately 63 newly constructed homes *(as of September 2024)*
 - Repaired or replaced approximately 71 trash and recycling toters that were damaged *(as of September 2024)*

- Swapped out approximately fifteen 64-gallon Recycling toters with larger 96-gallon and delivered 4 additional recycling toters to increase recycling in the Township (as of September 2024)
- Prepared bid contracts for Solid Waste, Road Milling and Paving and Snow Removal
- Prepared and submitted the annual Act 101 Annual Recycling Report to Chester County Solid Waste Authority
- Prepared and submitted PADEP's Act 902 Grant for Recycling Cart reimbursement
- Worked through the interview process for one replacement roadworker employee
- Helped with set-up, break-down and traffic control at the annual UUT Block Party
- Repaired and replaced 25 signs
- Performed intersection trimming to allow for sight distance
- Tree trimming along streets to accommodate plow vehicles, delivery trucks, school busses, and trash trucks
- Performed 39 State inspections and over 100 repair and maintenance services on Township owned vehicles and equipment



McGraw Inlet Repair, May 2024

GOALS FOR 2025

- Continue to perform our duties in a professional and effective manner
- Attend training sessions and continuing education courses to help employees refresh and enhance their knowledge
- Repair and resurface 3.0 miles of roadway
- Assist with the installation of an EV charger at 140 Pottstown Pike
- Respond effectively to PA One call requests
- Continue to respond to emergencies in less than an hour
- Continue Stormwater Management rehabilitation work
- Asset mapping

Staffing Statistics – as of the end of each year presented

	2025	2024	2023
<u>Full time:</u>			
Director	1	1	1
Road foreman	1	1	1
Skilled road worker	4	4	4
Facilities - Wastewater	1	1	1
Facilities - Parks	2	2	2
Stormwater	1	1	1
Administrative Assistant	1	1	1
Seasonal *	5	5	5
<u>Part-time:</u>			
Administrative assistant	-	-	-
Total FTE's	13.0	13.0	13.0

*Seasonal employees are hired for the warmer months – generally from April to October. Although seasonal employees are budgeted for 6 months, the seasonal employees traditionally return to college at the end of August, therefore the actual employment time is frequently less.



Claremont Pipe Replacement, September 2024

2025 Budget Summary – Public Works Department (including Facilities Division)

	2025 Budget	Actual 2024 (9/30/23)	2024 Budget	2024 Increase (Decrease)	Percentage Change
Personnel and related expenses	\$1,276,592	\$895,201	\$1,196,931	\$79,661	6.7%
Vehicle costs	109,821	77,922	95,321	14,500	15.2%
Insurance – liability & property	4,733	3,550	4,733	-	5.4%
Road resurfacing	10,000	-	-	10,000	100.0%
Signs	9,000	-	9,000	-	0.0%
Signals	35,200	-	35,200	-	0.0%
All other	210,100	66,813	221,500	(11,400)	(5.1%)
Labor allocation	(241,735)	(174,952)	(233,204)	(8,531)	3.7%
Total	\$ 1,413,710	\$868,534	\$ 1,329,481	\$84,229	6.3%



Dorlan Mill Tree Trimming July 2024

Explanation of Major Changes

Personnel and related

All non-uniform personnel are budgeted for a 3% salary increase in 2025.

Road Resurfacing

The Township performs road resurfacing each year and spends approximately \$450,000 annually. Generally the costs are shared between the General Fund (under the Public Works department) and the Liquid Fuels Fund; however, In 2023 and 2024, road resurfacing was financed completely from the Liquid Fuels Fund. The 2025 Budget will also pay for all road resurfacing from the Liquid Fuels Fund.

Allocations of labor to the parks

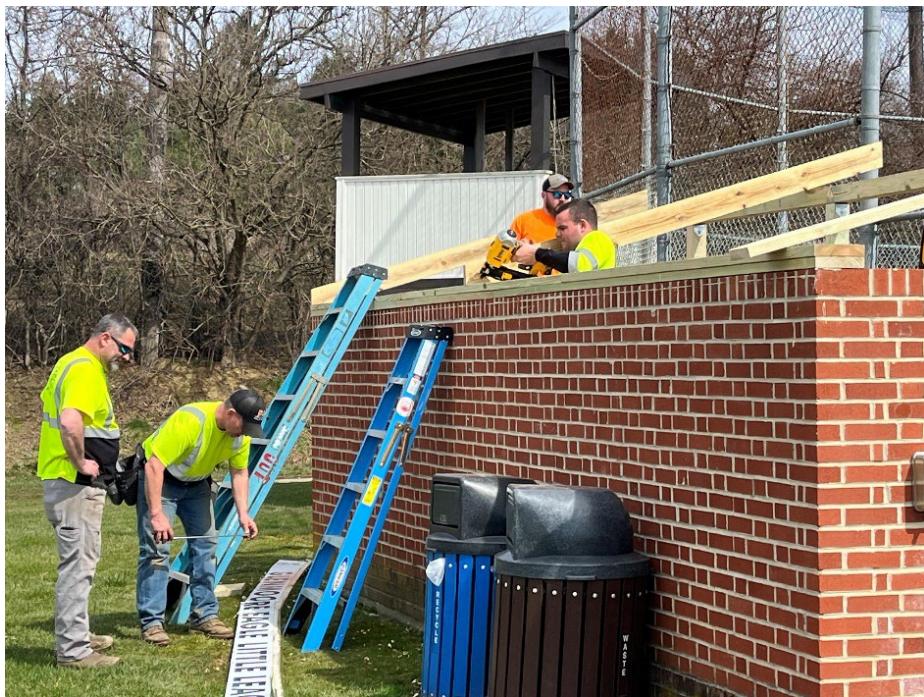
The Township assigns labor costs to the Parks to show the full cost of operating the five Township parks. It includes all personnel costs: salaries, employer portion of Social Security taxes (FICA), overtime, pension expense, medical and dental insurance and Worker's Compensation insurance.



Road Mowing along Station Boulevard, May 2024

STATISTICS

	2025	2024	2023
Roadways	59.53 miles	59.53 miles	59.53 miles
Storm water mains	35.15+	35.15+	35.15
Storm water inlets	1,713	1,713	1,713
Storm water basins	5 (township owned)	5 (township owned)	5 (township owned)
Traffic signals	12	12	12
Parks	5	5	5
Trails maintained	9.83 miles	9.83 miles	9.83 miles
General Township Facilities (Township building, PW building and Milford building)	3	3	3
Drip/spray fields	24	24	24
Acres of drip/spray fields	107.33 acres	107.33 acres	107.33 acres
Treatment plants	8	8	8
Pump stations	15	15	15
Sanitary main	41.42 miles +	41.42 miles +	41.42 miles +
Spray heads	1,452	1,452	1,452
Miles of roadway paved	2.6 miles	2.43 miles	1.98 miles
Roadway signs replaced	35	25	70
Arrows & legends repainted	50	30	94
<i>Roadway painting:</i>			
White line freshened	30 miles	30 miles	30 miles
Double yellow lines freshened	20 miles	20 miles	20 miles
Acres of grass to mow	166.45	166.45	166.45
<u>Inspections conducted:</u>			
Wastewater treatment facilities	390	390	390
Township parks	60	60	60
In-depth roadway	10	10	10



Hickory Park Batting Cage Roof, March 2024

PERFORMANCE MEASURES

Township Goals Supported:

- Public Safety - Supports Supervisor's Goal – Public Safety
 - Protect and preserve investment in public facilities
- Economy - Supports Supervisor's Goal – Economy
 - Maintain vehicular and pedestrian networks

Road Rehabilitation

The cost per lane mile to pave and patch Township roads. (asphalt overlay)

	2025	2024	2023
Total lane miles	2.60	5.30	3.96
Total cost	Unknown	\$469,210	\$386,143
Cost per lane mile	Unknown	\$88,530	\$97,511

Responsiveness

Responding to emergency calls that affect roads or trails in less than one hour.

	Expected Result	2025 Projected	2024 Actual	2023 Actual
Percentage of time that Public Works personnel responded in less than one hour	90%	100%	100%	100%

Snow and Ice Control

Total miles and per capita cost (includes overtime wages, benefits, contracted labor and snow and ice control supplies) for snow and ice control. This includes State roads that are under a snow agreement with the Township.

	2025	2024	2023	2022
Total snow/ice events	Unknown	7	3	11
Total lane miles	119.06	119.06	119.06	119.06
Total cost	Unknown	\$108,864	\$35,558	\$110,426
Tons of snow/ice removal product	Unknown	1,008	521.67	1,294.48
Cost per lane mile	Unknown	\$914	\$298.65	\$927.48



Collingwood Inlet Repair, May 2024

Upper Uwchlan Township
2024 Budget

		Actual - 9/30/24											
		Actual			Budget			Budget			\$ Inc/(Dec)		
		2022	2023	2023	2024	2024	2025	'24 Budget	Inc/(Dec)	2026	2027	2028	2029
433 SIGNS													
01-433-000-200	Supplies	13,257	5,316	5,000		8,000	8,000	-	0%	8,000	8,000	8,000	8,000
01-433-000-450	Contracted Services	-	-	1,000	-	1,000	1,000	-	0%	1,000	1,000	1,000	1,000
		13,257	5,316	6,000	-	9,000	9,000	-	0%	9,000	9,000	9,000	9,000
434 SIGNALS													
01-434-000-450	Contracted Services	9,039	32,648	35,200		35,200	35,200	-	0%	25,000	25,000	25,000	25,000
		9,039	32,648	35,200	-	35,200	35,200	-	0%	25,000	25,000	25,000	25,000
438 PUBLIC WORKS													
01-438-000-100	Public Works Wages	409,761	491,291	451,945	381,321	528,236	570,274	42,038	8%	587,382	605,003	623,153	623,153
01-438-000-101	Employee Cost Allocated	-	(23,437)	(82,665)	(18,203)	(23,228)	(24,585)	(1,357)	6%	(25,323)	-	-	-
01-438-000-150	Payroll Tax Expense	35,502	39,313	34,574	31,831	40,410	43,626	3,216	8%	44,935	46,283	47,671	47,671
01-438-000-151	Unemployment Compensation	4,280	3,169	3,745	3,465	3,080	3,080	-	0%	3,080	3,080	3,080	3,080
01-438-000-156	Employee Benefit Expense	176,798	203,720	187,111	137,088	157,196	166,628	9,432	6%	174,959	183,707	192,892	202,537
01-438-000-159	Employer HSA Contribution	-	18,000	-	20,800	17,600	21,450	3,850	22%	21,450	21,450	21,450	21,450
01-438-000-160	Pension Expense	31,726	36,499	30,829	39,478	39,471	43,140	3,669	9%	44,434	45,767	47,140	48,555
01-410-000-165	Employer 457 Match	12,000	14,000	14,000	-	14,000	16,000	2,000	14%	16,000	16,000	16,000	16,000
01-438-000-181	Longevity	8,850	6,150	8,850	5,850	6,750	7,350	600	9%	8,700	10,800	11,700	13,350
01-438-000-183	Overtime Wages	12,566	5,834	26,000	15,058	26,000	26,000	-	0%	26,000	26,000	26,000	26,000
01-438-000-200	Supplies	43,437	64,852	49,000	14,597	40,000	40,000	-	0%	40,000	40,000	40,000	40,000
01-438-000-205	Meals and Meal Allowances	-	143	600	93	600	600	-	0%	600	600	600	600
01-438-000-230	Gasoline & Oil	33,403	37,872	42,000	30,543	45,000	45,000	-	0%	45,000	45,000	45,000	45,000
01-438-000-235	Vehicle Maintenance	34,098	28,507	18,000	23,889	22,000	30,000	8,000	36%	25,000	25,000	25,000	25,000
01-438-000-238	Uniforms	2,715	5,667	3,050	5,569	6,000	6,000	-	0%	6,000	6,000	6,000	6,000
01-438-000-245	Highway Supplies	23,028	12,644	9,600	21,890	35,000	35,000	-	0%	35,000	35,000	35,000	35,000
01-438-000-260	Small Tools & Equipment	7,889	9,701	9,750	11,923	16,000	16,000	-	0%	16,000	16,000	16,000	16,000
01-438-000-316	Training & Seminars	4,677	4,391	5,225	3,759	7,500	7,500	-	0%	7,500	7,500	7,500	7,500
01-438-000-317	Parking and Travel	-	137	800	238	800	800	-	0%	800	800	800	800
01-438-000-320	Telephone	2,440	4,161	3,000	1,645	4,300	4,300	-	0%	4,300	4,300	4,300	4,300
01-438-000-322	Ipad Expense	1,558	523	1,200	674	1,200	1,200	-	0%	1,200	1,200	1,200	1,200
01-438-000-341	Advertising	32	1,562	-	-	-	-	-	0%	-	-	-	-
01-438-000-342	Accreditation	103	337	5,000	400	5,000	5,000	-	0%	5,000	5,000	5,000	5,000
01-438-000-352	Insurance - Liability	1,486	1,439	1,486	1,092	1,456	1,456	-	0%	1,456	1,456	1,456	1,456
01-438-000-353	Insurance - Vehicles	1,593	1,611	1,593	1,366	1,821	1,821	(0)	0%	1,821	1,821	1,821	1,821
01-438-000-354	Insurance - Workers Comp.	10,325	12,364	13,680	10,162	13,550	14,330	780	6%	14,760	15,203	15,659	16,129
01-438-000-420	Dues/Subscriptions/Memberships	240	370	400	601	400	500	100	25%	500	500	500	500
01-438-000-450	Contracted Services	54,893	75,897	56,500	3,750	98,600	87,100	(11,500)	-12%	87,100	87,100	87,100	87,100
01-438-000-463	Miscellaneous	-	-	-	-	-	-	-	0%	-	-	-	-
01-438-000-720	Road Resurfacing	274,333	274,333	-	-	10,000	10,000	100%	10,000	10,000	10,000	10,000	10,000
		1,187,733	1,056,717	1,169,605	748,879	1,108,742	1,179,569	70,827	6%	1,203,654	1,260,570	1,292,023	1,305,202

**Upper Uwchlan Township
2024 Budget**

	Actual - 9/30/24												\$ Inc/(Dec)	%	Budget	Budget	Budget			
	Actual			Budget		Budget		Budget		Budget										
	2022	2023	2023	2024	2024	2025	'24 Budget	Inc/(Dec)	2026	2027	2028	2029								
<i>Public Works - Facilities Division</i>																				
01-438-001-100	Public Works Wages-Facilities Div.	221,447	232,437	241,115	184,715	256,815	266,399	9,584	4%	274,391	282,623	291,102	299,835							
01-438-001-101	PW Facilities Costs Allocated	(174,443)	(216,167)	(225,983)	(174,952)	(233,204)	(241,735)	(8,531)	4%	(241,735)	(241,735)	(241,735)	(241,735)							
01-438-001-150	Payroll Tax Expense	18,052	18,828	18,445	15,430	19,646	20,380	734	4%	20,991	21,621	22,269	20,991							
01-438-001-151	Unemployment Compensation	4,135	2,965	3,745	3,178	2,830	2,695	(135)	-5%	2,695	2,695	2,695	2,695							
01-438-001-156	Employee Benefit Expense	43,657	38,964	42,306	22,083	44,429	47,095	2,666	6%	49,449	51,922	54,518	57,244							
01-438-001-159	Employer HSA Contribution	-	7,500	-	8,000	8,000	8,250	250	3%	8,250	8,250	8,250	8,250							
01-438-001-160	Pension Expense	10,862	11,338	10,482	15,662	15,663	16,877	1,214	8%	17,384	17,905	18,442	18,996							
01-438-000-165	Employer 457 Match	6,000	6,000	6,000	-	6,000	6,000	-	0%	6,000	6,000	6,000	6,000							
01-438-001-181	Longevity	3,150	3,450	3,300	3,750	3,450	4,050	600	17%	5,100	5,550	5,850	6,150							
01-438-001-183	Overtime Wages	7,155	4,786	8,000	8,758	8,000	8,000	-	0%	8,000	8,000	8,000	8,000							
01-438-001-200	Supplies	20	1,141	-	1,059	2,500	2,500	-	0%	2,500	2,500	2,500	2,500							
01-438-001-230	Gasoline & Oil	25,593	20,028	12,000	9,516	18,000	18,000	-	0%	18,000	18,000	18,000	18,000							
01-438-001-235	Vehicle Maintenance	563	10,872	6,500	12,608	8,500	15,000	6,500	76%	15,000	15,000	15,000	15,000							
01-438-001-238	Uniforms	125	1,555	1,200	168	1,500	1,500	-	0%	1,500	1,500	1,500	1,500							
01-438-001-260	Small Tools & Equipment	-	272	-	207	500	500	-	0%	500	500	500	500							
01-438-001-316	Training & Seminars	-	233	1,600	-	1,600	1,600	-	0%	1,600	1,600	1,600	1,600							
01-438-001-352	Insurance - Liability	1,486	1,439	1,486	1,092	1,456	1,456	-	0%	1,456	1,456	1,456	1,456							
01-438-001-353	Insurance - Vehicles	1,593	1,611	1,593	1,366	1,821	1,821	(0)	0%	1,821	1,821	1,821	1,821							
01-438-001-354	Insurance - Workers Comp.	5,162	6,182	9,360	6,775	9,033	9,553	520	6%	9,553	9,553	9,553	9,553							
01-438-001-450	Contracted Services	129	-	-	240	-	-	-	0%	-	-	-	-							
		174,686	153,434	141,149	119,655	176,539	189,941	13,402	8%	202,455	214,761	227,321	238,355							
Total 438 PUBLIC WORKS		1,362,419	1,210,151	1,310,754	868,534	1,285,281	1,369,510	84,229	7%	1,406,109	1,475,331	1,519,344	1,543,557							

SOLID WASTE AND RECYCLING FUND

DESCRIPTION OF SERVICES PROVIDED

The Solid Waste and Recycling Fund is used to manage revenues and expenditures directly related to the Township's Solid Waste and Recycling program. Chapter 148 of the Upper Uwchlan Township Code requires all residential property owners in the Township to dispose of recyclable materials and waste using the municipally contracted hauler. Chapter 148 also requires all commercial establishments to dispose of waste and recyclables in compliance with the code. Upper Uwchlan Township provides residential solid waste and recycling services to approximately 3,810 residential households using a "Toter" system. Each household has been issued one solid waste and one recycling container (or "Toter") 64 or 96 gallons in capacity. Chapter 148 limits residential solid waste collection to no more than 96 gallons/week. Curbside recycling collected is unlimited. One bulk pick-up per month is provided. The Township's program also includes 24 leaf and yard waste collection dates throughout the year and a permanent yard waste dumpster for residential use located adjacent to the Public Works garage. Materials accepted on yard waste collection days include yard debris, leaves, grass clippings, tree branches, Christmas trees, etc.

The Upper Uwchlan Township (UUT) Solid Waste and Recycling Contract expired on July 31, 2024 with no more options to renew. On March 11, 2024, UUT opened and read bids for the next Solid Waste and Recycling Contract to commence on August 1, 2024. The contract is a 3 year contract with the option to extend years 4 and 5. A.J. Blosenski was the low bidder at \$3,142,254 and awarded the 2024-2027 Solid Waste and Recycling contract on March 18, 2024 at the Board of Supervisors meeting. This is a 72% increase from the previous contract bid out in 2019. Since 2019, there have been a number of factors that have contributed to the increase in collection costs, including, labor, fuel, equipment and other operating costs.



Through the Chester County Process and Marketing Contract, recyclables are sorted and bundled at the Birdsboro Total Recycle facility.

Upper Uwchlan Township is required to recycle by the Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act (Act 101). Throughout 2024, the Township continued their efforts to increase recycling and decrease the tons of municipal solid waste (MSW) being sent to the Chester County Solid Waste Authority Landfill. Upper Uwchlan Township is party to the Chester County Process and Marketing contract for recyclables. Through this contract, recyclables are delivered to and processed at the Total Recycle facility in Birdsboro owned by J.P. Mascaro & Sons. From January to September

2024, tipping fees for this contract averaged \$40/ton. The tipping fee is calculated based upon market rate and is updated monthly. Costs for disposing solid waste include contracted hauler costs as well as tipping fees at \$80/ton. Despite the worldwide decrease in value of recyclable materials, recycling still offers the Township a savings compared to disposal of MSW.

Enforcement education via the production and use of non-collection stickers was continued in 2024. This program makes residents aware of the proper preparation of recyclables. Each year, recycling education for both residents and commercial entities is conducted through direct mailings and digital outreach on the Township website and social media.



On Saturday, March 30th, the Upper Uwchlan Township Environmental Advisory Committee (EAC) hosted their first volunteer litter clean up and it was very successful. There were 12 volunteers, including residents and neighboring community members who joined together and cleaned up the area from Station Boulevard/Route 100 extending towards Graphite

Mine Road then to Byers Road. Approximately 2 miles of trails and roads were cleaned up and 30 bags of trash was collected.

The EAC was pleased to host an electronic waste recycling event along with a shredding event on April 6, 2024 and will be hosting another electronic waste event /shredding event on October 19, 2024. The Township contracted with Captain Junk to provide residents the chance to recycle "Anything with a Plug™." Over 125 residents attended the event and a total of 1,245 lbs. of electronics was collected during the April 6, 2024.



EAC Litter Cleanup Day, March 30th 2024



E-Waste/Shredding Event, April 6th, 2024



*Public Works Sweeper Truck on display
at April 2024 Earth Day Celebration*

The EAC also hosted their second Earth Day Celebration at Upland Farm Park on April 20, 2024. The event featured great exhibits, demonstrations and products about the importance of recycling and other earth friendly tips. Over 100 residents attended this amazing event.



The Solid Waste Fund is projected to have a fund balance of approximately \$749,000 at December 31, 2024. At the end of 2025, the fund balance is projected to be approximately \$925,000 or an increase of 23.4%. The increase is due to the increase in Solid Waste and Recycling collection fees, which will remain flat over the term of the contract, while costs will increase in each year of the contract. Also, no transfers from the Solid Waste Fund to the Capital Fund have been included.

OBJECTIVES FOR 2025

The Township will continue to track, on a monthly basis, tons of garbage collected, tons of recycling collected, tons of yard waste collected, the percent of the waste stream diverted by recycling, and the percent of the waste stream diverted by composting yard waste collected. This data is also collected annually through the compiling of Act 101 Reports. These reports, which are the basis for the Township's 904 Recycling Performance Grant, allow the Township to track yearly totals for all recyclables collected in the Township, both the residential recyclables collected by the Township contracted hauler and commercial recyclables collected by various other haulers. Data collection allows the Township to identify monthly and annual trends and gauge the success of program changes, education, and communication.

Education and public engagement efforts will also continue in 2025. The Township plans to host an electronic waste recycling event and shredding event again in the coming year. The Environmental

Advisory Council (EAC) has been tasked with improving the Township's recycling education efforts and will also explore other outreach and education endeavors.

PERFORMANCE MEASURES

	2024 (projected)	2023	2022	2021
Recyclables Collected	1473	1,149	1,429	1,840
Yard Waste Collected	523	526	505	537

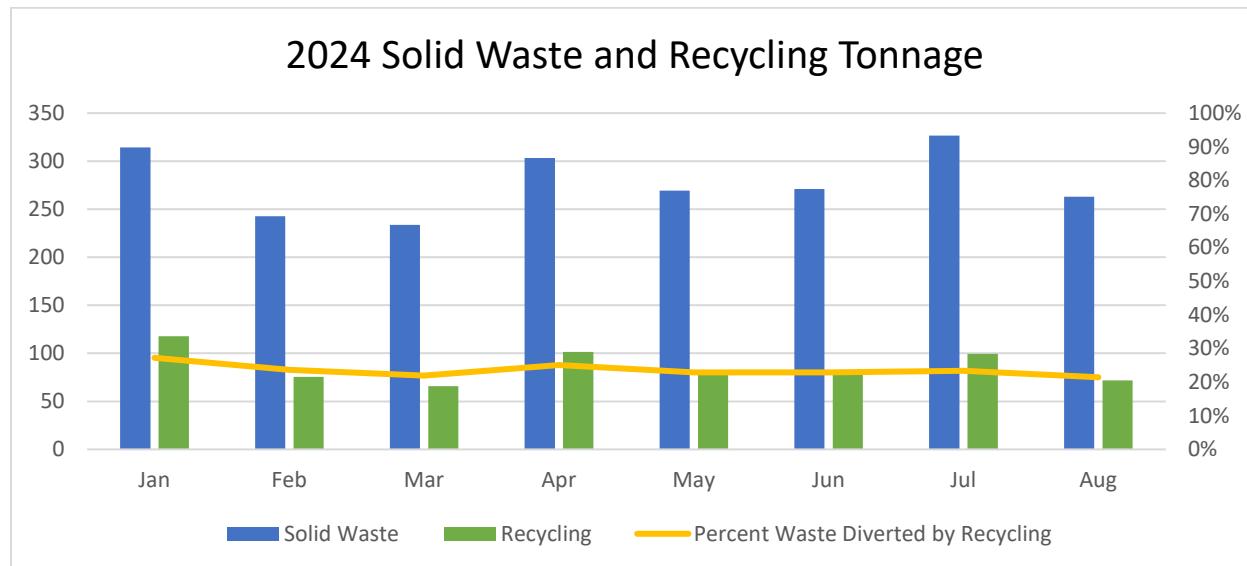
Act 101 Reports are received in February for the previous year.

	2024 (Projected)	2023	2022	2021
Waste diversion through recycling	25%	24%	26%	25%
Waste diversion through composting	14%	14%	14%	14%

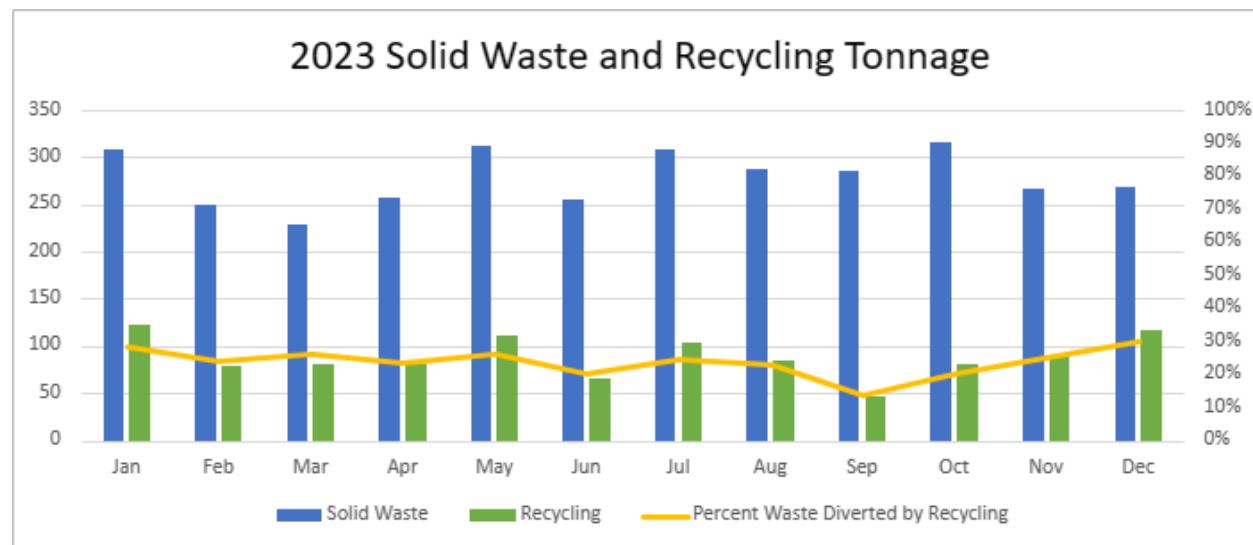
**As of August 31, 2024*

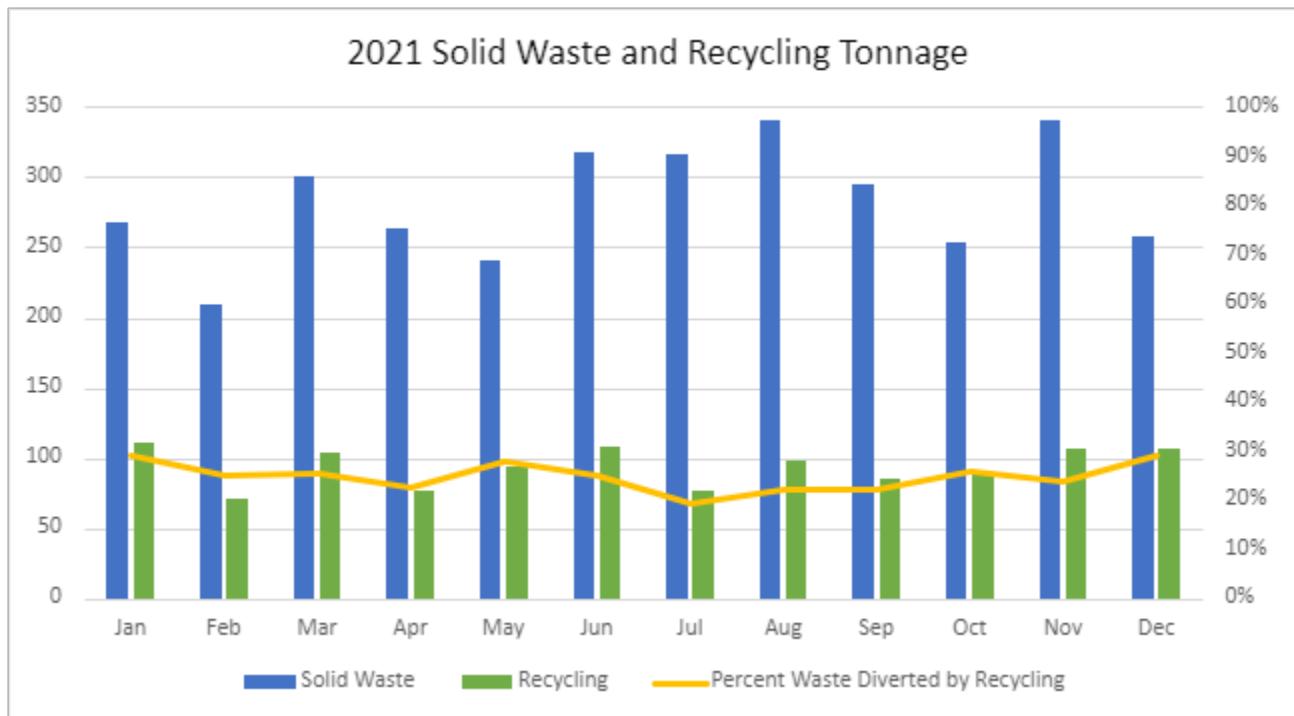
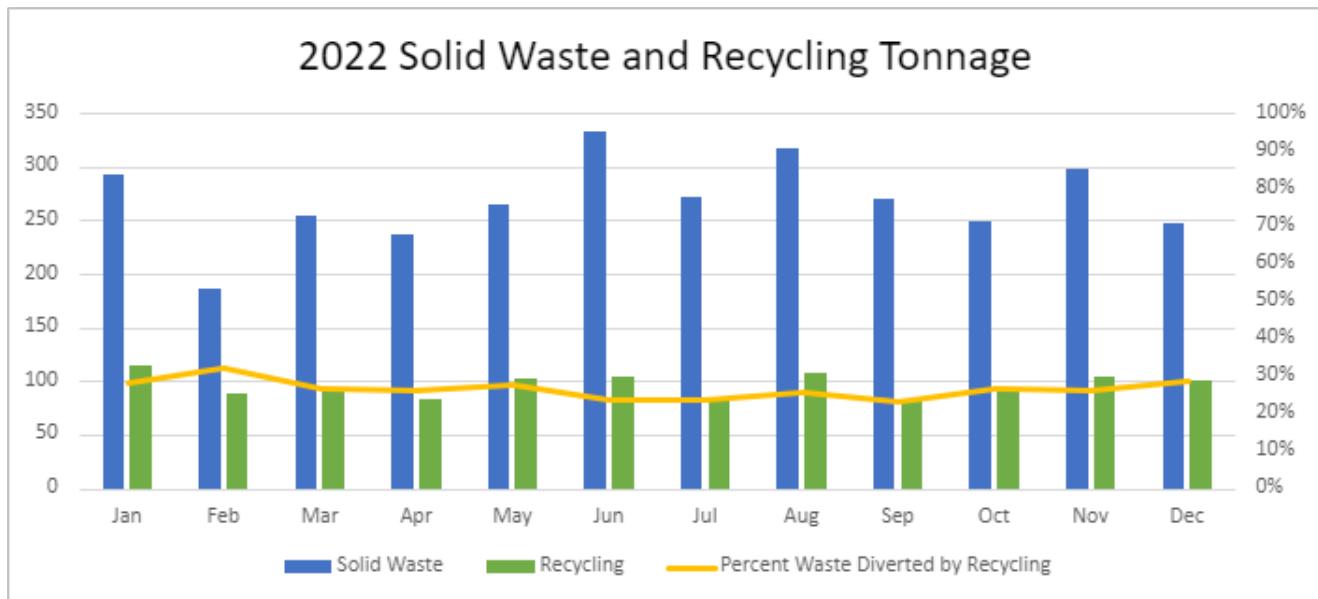
SOLID WASTE AND RECYCLING TONNAGE

The charts below show and compare year over year residential solid waste and recycling collected monthly by the contracted haulers and the percentage of material that is diverted from the landfill by recycling efforts.



*As of August 31, 2024





Upper Uwchlan Township
Solid Waste Fund
2025 Budget

	Actual	Actual	Budget	Actual - 9/30	Budget	Budget	\$ Inc/(Dec)	%	Budget											
									2026	2027	2028	2029								
INCOME																				
341 INTEREST																				
05-341-000-000	Interest Income		2,695	25,962	1,600	20,106	25,000	36,161	11,161	45%	36,161	36,161	36,161							
			2,695	25,962	1,600	20,106	25,000	36,161	11,161	45%	36,161	36,161	36,161							
364 SOLID WASTE REVENUE																				
05-364-000-010	Solid Waste Income		1,151,985	1,197,896	1,132,976	1,107,181	1,171,800	1,583,776	411,976	35%	1,583,776	1,583,776	1,583,776							
05-364-000-015	Resident Refunds		-	(2,444)	(2,000)	(939)	(2,000)	(2,000)	-	0%	(2,000)	(2,000)	(2,000)							
05-364-000-020	Recycling Income		4,587	-	5,000	-	5,000	5,000	-	0%	5,000	5,000	5,000							
05-364-000-025	Hazardous Waste Event		1,434	1,891	2,000	1,911	2,000	2,000	-	0%	1,600	1,800	2,000							
05-364-000-030	Leaf Bags Sold		190	160	500	96	500	500	-	0%	500	500	500							
05-364-000-035	Scrap Metal Sold		229	1,157	500	692	500	500	-	0%	500	500	500							
	Miscellaneous		-	-	-	3,617	-	-	#DIV/0!	-	-	-	-							
05-364-000-040	Performance Grant		-	23,545	25,000	25,443	25,000	25,000	-	0%	50,000	50,000	50,000							
	Total 364 SOLID WASTE		1,158,425	1,222,205	1,163,976	1,138,001	1,202,800	1,614,776	411,976	34%	1,639,376	1,639,576	1,639,776							
392 INTERFUND TRANSFER																				
05-395-000-000	Refund of Prior Year Expenses		-	-	-	-	-	-	-	0%	-	-	-							
	Interfund Transfer - Other		-	-	-	-	-	-	-	0%	-	-	-							
	Total 392 INTERFUND TRANSFER		-	-	-	-	-	-	-	0%	-	-	-							
Total 300 - INCOME	Total Income		1,161,120	1,248,167	1,165,576	1,158,107	1,227,800	1,650,937	423,137	0	1,675,537	1,675,737	1,675,937							
	Total Income		1,161,120	1,248,167	1,165,576	1,158,107	1,227,800	1,650,937	423,137	34%	1,675,537	1,675,737	1,675,937							
EXPENSES																				
427 SOLID WASTE EXPENSES																				
05-427-000-101	Employee cost allocation		-	23,437	20,535	18,203	23,228	24,585	1,357	100%	25,323	26,082	26,865							
05-427-000-150	Bank Fees		150	255	200	270	200	200	-	0%	200	200	200							
05-427-000-200	Supplies		2,337	(39)	2,000	354	2,000	2,000	-	0%	2,000	2,000	2,000							
05-427-000-210	Utility Billing Expenses		4,497	4,013	5,000	2,547	5,000	3,000	(2,000)	-40%	3,000	3,000	3,000							
05-427-000-220	Postage		2,004	2,315	2,300	2,674	2,300	2,300	-	0%	2,300	2,300	2,300							
05-427-000-230	Toters		17,225	53,543	36,069	2,206	36,069	36,069	-	0%	36,069	36,069	36,069							
05-427-000-314	Legal Expense		7,344	13,406	9,000	7,089	10,000	10,000	-	0%	10,000	10,000	10,000							
05-427-000-316	Training & Seminars		-	-	500	-	500	500	-	0%	500	500	500							
05-427-000-420	Dues/Subscriptions/Memberships		-	160	125	-	200	200	-	0%	200	200	200							
05-427-000-450	Contracted Services - Solid Waste		469,950	507,087	457,665	420,349	714,000	702,563	(11,438)	-2%	742,416	786,606	838,010							
05-427-000-460	Contracted Services - Recycling		181,216	212,145	192,609	183,970	306,000	334,888	28,888	9%	353,885	374,949	399,451							
05-427-000-700	Tipping Fees - Solid Waste		252,714	277,820	283,000	204,175	317,550	280,000	(37,550)	-12%	280,000	280,000	280,000							
05-427-000-725	Tipping Fees - Recycling		21,747	59,547	52,000	28,049	67,500	60,000	(7,500)	-11%	60,000	60,000	60,000							
05-427-000-800	Recycling Disposal		7,282	2,725	9,000	-	9,000	9,000	-	0%	9,000	9,000	9,000							
05-427-000-805	Electronic Waste Event		-	1,924	6,000	1,887	6,000	8,000	2,000	100%	8,000	8,000	8,000							
05-427-000-810	Hazardous Waste Event		-	-	-	-	2,000	2,000	-	100%	2,000	2,000	2,000							
	TOTAL EXPENSES		966,466	1,158,338	1,076,003	871,773	1,501,547	1,475,305	(26,242)	-2%	1,534,892	1,600,906	1,677,595							
	NET INCOME BEFORE OPERATING TRANSFERS		194,654	89,829	89,573	286,334	(273,747)	175,633	449,380	-164%	140,645	74,831	(1,658)							
492 OPERATING TRANSFERS	Transfer to Capital Fund		100,000	85,000	85,000	-	-	-	#DIV/0!	-	-	-	-							
05-492-000-030	Transfer to Water Resource Protection Fund		-	-	-	-	-	-	#DIV/0!	-	-	-	-							
	Total 492 OPERATING TRANSFERS		100,000	85,000	85,000	-	-	-	#DIV/0!	-	-	-	-							
	Total Expenditures		1,066,466	1,243,338	1,161,003	871,773	1,501,547	1,475,305	(26,242)	-2%	1,534,892	1,600,906	1,677,595							
	Net Ordinary Income		94,654	4,829	4,573	286,334	(273,747)	175,633	449,380	-164%	140,645	74,831	(1,658)							
													(276,789)							

LIQUID FUELS FUND

MISSION

The Commonwealth of Pennsylvania requires each municipality that receives Liquid Fuels funding to segregate those monies in a separate Fund and to use them only as prescribed by state statute for the maintenance of public roads.

DESCRIPTION OF SERVICES PROVIDED

The Liquid Fuels Fund was established to manage revenues and expenditures specific to the repair, maintenance, construction and re-construction of public roadways. The amount of a municipality's Liquid Fuels allocation is based on both census population and miles of roadway on their approved Liquid Fuels Inventory. To qualify for Liquid Fuels funding, a roadway must have a minimum right of way of 33'. The "cartway" (drivable surface) must be a minimum width of 16', and the roadway must be a minimum of 250' in length. In order to receive Liquid Fuels funding, the Township is required to submit to the Commonwealth of Pennsylvania a number of forms or reports to include: the MS-965 Actual Use Report, the MS-965P Project and Miscellaneous Receipts, the MS-965S Record of Checks, and the Department of Community and Economic Development's (DCED) Survey of Financial Condition. All Liquid Fuels expenditures must be made in compliance with the Liquid Fuels Tax Act. The Auditor General's Office audits the Township's Liquid Fuels Reports annually.

Liquid Fuels funding comes from the tax on each gallon of liquid fuels sold in the Commonwealth of Pennsylvania - the Oil Franchise Tax and the Oil Company Franchise Tax. Upper Uwchlan Township primarily uses Liquid Fuels funding for the maintenance of qualifying Public Works equipment, snow and ice removal and for the repair and re-paving of public roadways.

The Liquid Fuels Fund is projected to have a fund balance of approximately \$1,236,000 at December 31, 2023. At the end of 2024, the fund balance is projected to be approximately \$964,000, or a decrease of 22.0%. The Township re-paves approximately 2.7 miles of road each year and generally splits the cost between the Liquid Fuels Fund and the General Fund. The cash balance in the Liquid Fuels Fund has increased each year since annual expenses have been lower than the Motor Vehicle Fuel tax payments received from the Commonwealth of Pennsylvania. In 2023 the costs for repaving were paid entirely from the Liquid Fuels Fund. The 2024 Liquid Fuels budget reflects the same.

Budget Year	Population (Census - 2020)	Roadway Mileage	Liquid Fuels Allocation
2025	12,275	59.53	\$390,888 (est)
2024	12,275	59.53	\$396,257 (actual)
2023	12,275	59.53	\$401,447 (actual)

ACCOMPLISHMENTS IN 2024

- Maintained, repaired, and repaved Upper Uwchlan Township's nearly 60 miles of roadway

GOALS FOR 2025

- Continue the road resurfacing program

Upper Uwchlan Township
Liquid Fuels
2025 Budget

	Actual	Actual	Budget	YTD	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
	2022	2023	2023	2024	2024	2025	'24 Bud	Inc/(Dec)	2026	2027	2028	2029
	(9/30/24)											
Beginning Cash Balance:									1,348,638	1,052,486	730,481	395,879
INCOME												
04-341-000-000	Interest Earnings	1,762	45,749	7,000	44,528	7,000	50,000	43,000	97%	25,000	25,000	25,000
04-389-000-001	Snow Agreement	679	693	600	795	600	600	-	100%	600	600	600
04-389-000-002	Turnback Maintenance	14,520	14,520	14,520	14,520	14,520	14,520	-	0%	14,760	14,760	14,760
04-355-000-002	Motor Fuel Vehicle Taxes	387,093	401,447	393,350	396,257	394,802	390,888	(3,914)	-1%	394,802	390,888	400,888
Total Income		404,054	462,409	415,470	456,100	416,922	456,008	39,086	196%	435,162	431,248	441,248
EXPENSES												
04-400-000-074	Equipment Purchase	11,260	-	-	-	-	-	-	0%	-	-	-
Expenses												
04-432-000-239	Snow & Ice Supplies	59,432	19,641	75,000	75,236	75,000	77,250	2,250	3%	79,568	81,955	84,413
04-432-000-250	Vehicle Maintenance & Repair	-	-	4,000	2,395	4,000	4,120	120	100%	4,244	4,371	4,502
04-432-000-450	Snow & Ice Contracted Services	10,744	2,831	24,000	13,793	24,000	24,720	720	5%	25,462	26,225	27,012
04-438-000-239	Road Project Supplies	(86)	10,952	31,000	-	31,000	31,930	930	#DIV/0!	32,888	33,875	34,891
04-439-001-250	Resurfacing	5,826	386,143	549,333	469,210	549,333	565,813	16,480	4%	582,787	600,271	618,279
04-439-002-250	Base Repairs	-	-	6,000	-	6,000	6,180	180	#DIV/0!	6,365	6,556	6,753
04-438-000-450	Road Project Contracted Service	-	-	-	-	-	-	-	#DIV/0!	-	-	-
Total Expenses		75,916	419,567	689,333	560,634	689,333	710,013	20,680	4%	731,314	753,253	775,850
Total Expenses & Equip Purchases		87,176	419,567	689,333	560,634	689,333	710,013	20,680	4%	731,314	753,253	775,850
04-472-000-003	Operating Transfers	-	-	-	-	-	-	-	-	-	-	-
Net Income		316,878	42,842	(273,863)	(104,534)	(272,411)	(254,005)	18,406	192%	(296,152)	(322,005)	(334,602)
(347,878)												

GLOSSARY

Accrual Basis of Accounting – The basis of accounting in which revenues are recognized when they are earned and expenses are recognized when they are incurred.

Act 209 Transportation Plan – refers to Act 209 of the Pennsylvania Legislature, enacted on July 31, 1968. It provides for traffic impact fees for development or re-development that generates increased traffic volumes within municipalities.

Act 537 Plan – refers to the Pennsylvania Sewage Facilities Act, as amended, enacted on January 24, 1966 to correct existing sewage disposal problems and prevent future problems. The Act requires proper planning in all types of sewage disposal situations. Local municipalities are largely responsible for administering the Act 537 sewage disposal program.

ACFR – abbreviation for Annual Comprehensive Financial Report. The ACFR expands upon full GAAP financial statements by including a large amount of statistical data that is unique to the municipality. Previously referred to as the “Comprehensive Annual Financial Statement”.

Amortization – this is the process of systematically reducing the value of an intangible asset.

Annual Comprehensive Financial Report – The official financial report of a municipal entity. It includes management’s discussion and analysis, financial statements, supporting schedules and required supplementary information and statistics on the municipality.

Assets – Property owned by the Township that has a monetary value.

Audit – See “Financial Statement Audit”.

Balanced Budget – A budget is considered balanced when budgeted revenues equal or exceed budgeted expenditures. (also known as a “structurally balanced budget”)

Bonds – an instrument of indebtedness from the bond issuers to the holders. It is a fixed income investment where the investor (holder) loans money for a fixed period of time to the bond issuer (usually a municipality or corporation) at a stated interest rate.

Capital assets – any tangible or intangible asset that has an initial useful life extending beyond a single reporting period. Assets such as land, easements, buildings, building improvements, vehicles, machinery, equipment, infrastructure, works of art or of historical significance are normally capital assets.

Capital Expenditures – Money expended to purchase capital assets.

Comprehensive Annual Financial Report – The official financial report of a municipal entity. It includes management’s discussion and analysis, financial statements, supporting schedules and required supplementary information and statistics on the municipality.

GLOSSARY, cont'd

DDB – “DDB” is an abbreviation for Dry Detention Basin. A dry detention basins’ outlets have been designed to detain storm water runoff for a minimum period of time (ie. Usually 24 hours) to allow particles and pollutants to settle. Unlike wet ponds, they do not have a permanent pool of water.

Debt Limit – The State-set maximum amount of legally permitted outstanding net debt.

Delaware Valley Insurance Trust (DVIT) – A regional risk sharing pool providing property, liability and/or health coverage to its participating members which consists of municipalities in Southeastern Pennsylvania. The Trust was formed under the authority granted by the Pennsylvania Intergovernmental Cooperation Act and the Pennsylvania Political Subdivision Tort Claims Act.

The Township currently has all of its insurance coverage through DVIT.

Depreciation – the process of systematically reducing the value of a capital asset.

Electoral Debt - Debt incurred with the approval of the voters

Enterprise Funds – Proprietary fund type used to report an activity for which a fee is charged to external users for goods or services.

Fiduciary Fund – a fund whose assets are held in trust. For example, a pension plan.

Financial statement audit – An examination designed to provide independent assurance that financial statements are fairly presented. Typically performed by an independent firm of Certified Public Accountants.

Full-time Equivalent (FTE) – An employee’s scheduled hours divided by the employer’s normal workweek. For example an employee who works 10 hours per week for an employer with a 40 hour workweek would be 0.25 FTE.

Fund – A fiscal and accounting tool with a self-balancing set of accounts to record revenues and expenditures.

Fund Balance – Fund balance is the net position of a governmental fund. It is equal to the difference between assets, liabilities, deferred outflows of resources and deferred inflows of resources. It is the “equity” of a governmental fund.

GAAP - GAAP is an abbreviation for Generally Accepted Accounting Principles which are the standard framework and guidelines used in financial accounting in the United States of America. The Financial Accounting Standards Board is responsible for issuing new accounting pronouncements.

GASB - GASB is an abbreviation for The Government Accounting Standards Board. GASB is the authoritative accounting and financial reporting standard –setting body for state and local governments.

GLOSSARY, cont'd

General Fund - An accounting entity used to account for all revenue and expenditures applicable to the general operations of the departments of the Township, and to record all financial transactions not accounted for in another fund.

GFOA – GFOA is the abbreviation for The Government Finance Officers Association. The GFOA is a national professional organization comprised of people who are working in government finance on a state, local or federal level. The GFOA holds educational training seminars nationally and also provides information on “Best Practices”, as well as other services, to its members. State and local chapters provide local training on a monthly, quarterly, or annual basis.

Governmental Funds – Funds generally used to account for tax supported activities. There are five types of governmental funds: the general fund, special revenue funds, capital projects funds, and permanent funds.

Impervious Coverage - Impervious coverage refers to any man-made surfaces, along with compacted soil, that water cannot penetrate. Examples, are asphalt, concrete, and rooftops.

LUAR – is the abbreviation for a Land Use Assumptions Report.

Major Fund – A governmental fund or enterprise fund reported as a separate column in the basic fund financial statements and subject to a separate opinion in the independent auditor's report.

Millage or “mills” – the property tax rate that an owner of real property is required to pay to the taxing authority. A “mill” is one thousandth of a currency unit. For example, to obtain the amount of tax, multiply the assessed value of the property times the millage rate and then divide by 1,000.

Modified Accrual Basis of Accounting – an accounting method that combines elements of the two basic accounting methods, cash basis and accrual basis. Revenues are recognized when earned, measurable and available. Expenses are recognized when the liability is incurred.

MS-4 – Under the 1987 Clean Water Act Amendments, the U.S. EPA developed new regulations to address storm water that might impact water quality. These new “Municipal Separate Storm Sewer System” (MS4) regulations were established by the EPA and are administered in Pennsylvania by the Pennsylvania Department of Environmental Protection (“DEP” or “PADEP”).

MUTCD Standards –this refers to the Federal Highway Administration manual on Uniform Traffic Control Devices.

Non-electoral Debt – Debt not approved by the voters.

GLOSSARY, cont'd

Non-Major Funds – Funds that account for the proceeds of specific revenue sources that are restricted or assigned expenditures for specified purposes. They include: the Liquid Fuels Fund, Act 209 Fund, and the Water Resource Protection Fund.

NPDES permit – National Pollutant Discharge Elimination System permit. Permits are issued by PADEP.

PADEP – Pennsylvania Department of Environmental Protection

PEMA – Pennsylvania Emergency Management Agency

Proprietary Fund - A Fund that focuses on the determination of operating income, changes in net position, financial position, and cash flows. There are two types of proprietary funds: enterprise funds and internal service funds.

Scheduled interest - is the amount of interest that would be paid by following the bank's amortization schedule. If the Township pays additional principal amounts during the remaining years of the loan, the actual amount of interest paid will be less.

Second Class Township – a second class township is defined as having a population of less than 300 inhabitants per square mile and in Pennsylvania they are governed by the Second Class Township Code, enacted by the state legislature on May 1, 1933, as amended.

Self-Liquidating Debt – Debt to be paid solely from rents, rates or other charges to the ultimate users of the project to be financed by such debt.

Subsidized Debt – Debt the principal and interest on which will be covered by subsidies or reimbursements to be paid to the Township by the Commonwealth of Pennsylvania or the federal government, or under a subsidy contract with the Township, by another local government unit or an authority.

WWTF – Waste Water Treatment Facility