

AGENDA

REGULAR MEETING
BOARD OF SUPERVISORS
EAST MARLBOROUGH TOWNSHIP

May 3, 2021
7:00 P.M.

ONLINE PARTICIPATION ONLY

In an effort to minimize public exposure to COVID-19 and maintain social distancing, public meetings will be conducted via webinar. Neither Township officials nor members of the public will be able to participate in person.

Members of the public may join online using an internet-enabled device at the following web link: <https://www.gotomeet.me/NeilLovekin/board-of-supervisors-meeting-may-2021>, or by calling the toll-free phone number: [1 877 309 2073](tel:18773092073). Members of the public electing to join by phone must use the code: 809-713-285 followed by the pound key (#) when prompted.

Public Comment will be heard during each agenda item when called upon by the Chair of the Board of Supervisors. Questions may be submitted in advance to nlovekin@eastmarlborough.org. If you require special accommodation, please call the Township office at 610-444-0725.

1. CALL TO ORDER

2. PUBLIC COMMENT

3. GENERAL DISCUSSION

a. UPCOMING EVENTS

- The Willowdale Steeplechase – Saturday, May 8, 2021

b. ANNOUNCEMENTS

- County VPP Grant Award for *Regional Comprehensive Plan Update*
- State SFP Award for *Act 537 Plan Update*

[View](#)

4. PUBLIC HEARING: CONSIDERATION OF REDUCING VEHICLE SPEEDS ON UNIONVILLE ROAD TO 35 MPH BETWEEN STREET ROAD AND DOE RUN ROAD

a. Public Hearing to Consider Ordinance Amendment

The proposed ordinance amendment was advertised in the April 19, 2021 edition of the Daily Local News as required, as well as posted on the Township website.

5. ORDINANCE NO. 02-2021: AMENDING ORDINANCE NO. 99-7 OF THE CODE OF THE TOWNSHIP OF EAST MARLBOROUGH TO REDUCE THE SPEED LIMIT OF UNIONVILLE ROAD (ROUTE 82) TO 35 MPH, BETWEEN EAST STREET ROAD (ROUTE 926) AND DOE RUN ROAD (T-357)

[View](#)

6. PROCLAMATION NO. 2021-02: RECOGNIZING THE MONTH OF MAY AS THE "GARDEN FOR WILDLIFE"

7. NEW BUSINESS

[View](#)

- a. 2021 Mushroom Cap Half Marathon – Special Event Approval – Saturday, November 6th

[View](#)

- b. HARB Certificate of Appropriateness – Signage and Lighting – 6 Cemetery Lane

[View](#)

- c. Zoning Hearing Board – Alternate Appointments- RESOLUTION 2021-25: APPOINTING ALTERNATES

[View](#)

- d. PLGIT Participant Agreement – Electronic Deposit Capture Program

[View](#)

- e. 2021 Materials Bid Award – Southern Chester County Municipal Cooperative

AGENDA

REGULAR MEETING BOARD OF SUPERVISORS EAST MARLBOROUGH TOWNSHIP

May 3, 2021
7:00 P.M.

- [View](#) f. Sale of Township Public Works Equipment
- [View](#) g. Longwood Gardens – West Conservatory Project:
 - i. Escrow Recommendation
 - ii. Consideration of Waiver of Financial Security Obligation
- [View](#) h. Longwood Gardens – Fireworks Display – July Thru October 2021
- [View](#) i. Longwood Preserve Consideration of Agreements:
 - i. Subdivision and Land Development Agreement
 - ii. Stormwater Operations and Maintenance Agreement
 - iii. Financial Security Agreement (Phase 2 and Remainder of Phase 1)
- [View](#) j. Consideration of ZHB Variance – Fence Height – 100 Ridgescote Lane
- 8. **CONTINUING BUSINESS**
 - [View](#) a. Northridge, Phase 1a/b – Escrow Release #18
Northridge, Phase 2 – Escrow Release #6
 - [View](#) b. Unionville-Chadds Ford School District – Escrow Release #3
 - c. Strategic Plan – Status Update
- [View](#) 9. **APPROVAL OF MINUTES**
- [View](#) 10. **TREASURER’S REPORT & MONTHLY BILLS**
- 11. **ADJOURNMENT**

[Return to Agenda](#)

**BOARD OF SUPERVISORS
EAST MARLBOROUGH TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

ORDINANCE NO. ____ – 21

AN ORDINANCE OF THE TOWNSHIP OF EAST MARLBOROUGH, CHESTER COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NO. 99-7 OF THE CODE OF THE TOWNSHIP OF EAST MARLBOROUGH, WITHIN WHICH THE SPEED OF MOTOR VEHICLES IS REGULATED, AT SECTION “A” THEREOF, TO REDUCE THE SPEED LIMIT OF UNIONVILLE ROAD (ROUTE 82) TO 35 MPH, BETWEEN EAST STREET ROAD (ROUTE 926) AND DOE RUN ROAD (T-357), AND OTHER MISCELLANEOUS PROVISIONS PROVIDED FOR HEREIN.

EXHIBIT LIST

Date: Monday, May 3, 2021 at 7 p.m.

- B-1: Ordinance
- B-2: Proof of Publication (with Legal Notice appearing in the *Daily Local News* on April 19, 2021)
- B-3: Correspondence dated April 14, 2021, to the Chester County Law Library providing proposed amendment for public inspection
- B-4: Correspondence dated April 14, 2021, to the *Daily Local News* providing proposed amendment for public inspection
- B-5: TPD Speed Limit Study, dated March 5, 2021

**BOARD OF SUPERVISORS
EAST MARLBOROUGH TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

ORDINANCE NO. ____ – 21

AN ORDINANCE OF THE TOWNSHIP OF EAST MARLBOROUGH, CHESTER COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NO. 99-7 OF THE CODE OF THE TOWNSHIP OF EAST MARLBOROUGH, WITHIN WHICH THE SPEED OF MOTOR VEHICLES IS REGULATED, AT SECTION "A" THEREOF, TO REDUCE THE SPEED LIMIT OF UNIONVILLE ROAD (ROUTE 82) TO 35 MPH, BETWEEN EAST STREET ROAD (ROUTE 926) AND DOE RUN ROAD (T-357), AND OTHER MISCELLANEOUS PROVISIONS PROVIDED FOR HEREIN.

Pursuant to the powers granted by the Second Class Township Code and the Pennsylvania Vehicle Code, both as supplemented and amended, the Board of Supervisors of the Township of East Marlborough, Chester County, Pennsylvania, hereby Enacts and Ordains that Ordinance No. 99-7 of the Code of the Township of East Marlborough, as amended, shall be further amended as follows:

Section 1.

Ordinance No. 99-7, Section A, shall be amended by the addition of the following section of roadway, limiting the speed limit to 35 miles per hour thereon:

<u>Name of Street</u>	<u>Location</u>
...	
Unionville Road (Route 82)	between East Street Road (Route 926) and Doe Run Road (T-357)

Section 2. Severability.

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

Section 3. Repealer.

All Ordinances or Resolutions, or parts of Ordinances or Resolutions, insofar as they are inconsistent herewith, are hereby repealed.

Section 4. Effective Date.

This ordinance shall become effective five (5) days after enactment as provided by law.

ENACTED AND ORDAINED as an Ordinance this 3rd day of May, 2021.

ATTEST:

**BOARD OF SUPERVISORS OF
EAST MARLBOROUGH TOWNSHIP**

Neil Lovekin, Secretary / Manager

Robert B. McKinstry, Jr., Chair

Kathryn M. Monahan, Vice-Chair

Eric Matuszak, Member

John Sarro, Member

Burling Vannote, Member

PHILADELPHIA GROUP

AFFIDAVIT OF PUBLICATION
390 Eagleview Boulevard • Exton, PA 19341

EAST MARLBOROUGH TOWNSHIP
721 UNIONVILLE RD
KENNETT SQUARE, PA 19348
Attention:

STATE OF PENNSYLVANIA,
COUNTY OF CHESTER

The undersigned _____, being duly sworn the he/she is the principal clerk of Daily Local News, Daily Local News Digital, published in the English language for the dissemination of local or transmitted news and intelligence of a general character, which are duly qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of:

EAST MARLBOROUGH TOWNSHIP

Published in the following edition(s):

Daily Local News	04/19/21
Daily Local News Digital	04/19/21

PUBLIC NOTICE

On Monday, May 3, 2021 at 7:30 p.m., the East Marlborough Township Board of Supervisors will conduct a public hearing to consider, and potentially adopt, a proposed ordinance titled "AN ORDINANCE OF THE TOWNSHIP OF EAST MARLBOROUGH, CHESTER COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NO. 99-7 OF THE CODE OF THE TOWNSHIP OF EAST MARLBOROUGH TO REDUCE THE SPEED LIMIT OF UNIONVILLE ROAD (ROUTE 82) TO 35 MPH, BETWEEN EAST STREET ROAD (ROUTE 926) AND DOE RUN ROAD (T-357), AND OTHER MISCELLANEOUS PROVISIONS PROVIDED FOR HEREIN." Section 1 amends Section A of Ordinance 99-7 to establish a 35-mph speed limit for Unionville Road (Route 82) from East Street Road (Route 926) to Doe Run Road (T-357), which is a reduction from the previously-established 45-mph speed limit. Section 2 provides for severability. Section 3 provides for repealer. Section 4 provides for an effective date.

In any effort to minimize public exposure to COVID-19 and maintain proper social distancing, the May 3, 2021 public meeting and hearing will be conducted remotely, through a virtual meeting platform (i.e., GoToMeeting). Neither Township officials or staff, nor members of the public will be able to participate in-person. However, all individuals wishing to participate will be afforded the opportunity to do so remotely. Members of the public may remotely join the May 3, 2021 meeting and hearing, using an internet-enabled device, with access instructions provided via the Township's website (<https://www.eastmarlborough.org>).

A copy of the full text of the proposed Ordinance may be examined by any citizen online (<https://www.eastmarlborough.org>) or at the Township office, located at 721 Unionville Road, Kennett Square, Pennsylvania, during normal business hours (of 8:30 a.m. to 12 p.m.) prevailing time, Mondays through Fridays.

If you are person with a disability and wish to remotely attend the meeting and require auxiliary aid, service or other accommodation to observe or participate in the proceedings, please contact the Township at (610) 444-0725, during normal business hours, to discuss how these needs may be accommodated.

Unruh, Turner, Burke & Frees,
P.C.
Township Solicitor
DLN 4/19/1a

Sworn to the subscribed before me this _____.

Notary Public, State of Pennsylvania
Acting in County of Chester

Advertisement Information

Client Id: 884437 **Ad Id:** 2154524 **PO:** **Sales Person:** 018303

April 14, 2021

Via E-mail: lawlibrary@chesco.org

Chester County Law Library
201 W. Market Street, Suite 2400
West Chester, PA 19380-0989

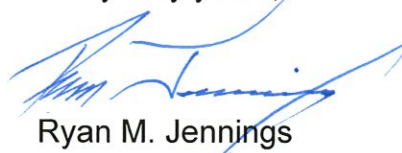
Re: East Marlborough Township Ordinance Amendment

To Whom it May Concern:

Attached please find a copy of a proposed advertisement and a true and correct copy of a proposed Ordinance Amendment for East Marlborough Township. The advertisement indicates that a copy of the proposed Ordinance is available for review by members of the public at the Chester County Law Library. Please make the enclosed copy of the proposed Ordinance available for that review. If there is any fee associated with such a request, please notify me accordingly.

Thank you for your anticipated assistance and cooperation. If you have any questions, please do not hesitate to contact me directly.

Very truly yours,



Ryan M. Jennings

RMJ:akf
Attachments

cc: Neil Lovekin, Township Manager (via e-mail)

**BOARD OF SUPERVISORS
EAST MARLBOROUGH TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

ORDINANCE NO. ____ – 21

**AN ORDINANCE OF THE TOWNSHIP OF EAST MARLBOROUGH,
CHESTER COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NO.
99-7 OF THE CODE OF THE TOWNSHIP OF EAST MARLBOROUGH,
WITHIN WHICH THE SPEED OF MOTOR VEHICLES IS REGULATED,
AT SECTION “A” THEREOF, TO REDUCE THE SPEED LIMIT OF
UNIONVILLE ROAD (ROUTE 82) TO 35 MPH, BETWEEN EAST STREET
ROAD (ROUTE 926) AND DOE RUN ROAD (T-357), AND OTHER
MISCELLANEOUS PROVISIONS PROVIDED FOR HEREIN.**

Pursuant to the powers granted by the Second Class Township Code and the Pennsylvania Vehicle Code, both as supplemented and amended, the Board of Supervisors of the Township of East Marlborough, Chester County, Pennsylvania, hereby Enacts and Ordains that Ordinance No. 99-7 of the Code of the Township of East Marlborough, as amended, shall be further amended as follows:

Section 1.

Ordinance No. 99-7, Section A, shall be amended by the addition of the following section of roadway, limiting the speed limit to 35 miles per hour thereon:

<u>Name of Street</u>	<u>Location</u>
...	
Unionville Road (Route 82)	between East Street Road (Route 926) and Doe Run Road (T-357)

Section 2. Severability.

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

Section 3. Repealer.

All Ordinances or Resolutions, or parts of Ordinances or Resolutions, insofar as they are inconsistent herewith, are hereby repealed.

Section 4. Effective Date.

This ordinance shall become effective five (5) days after enactment as provided by law.

ENACTED AND ORDAINED as an Ordinance this 3rd day of May, 2021.

ATTEST:

**BOARD OF SUPERVISORS OF
EAST MARLBOROUGH TOWNSHIP**

Neil Lovekin, Secretary / Manager

Robert B. McKinstry, Jr., Chair

Kathryn M. Monahan, Vice-Chair

Eric Matuszak, Member

John Sarro, Member

Burling Vannote, Member

UNRUH TURNER
BURKE & FREES
ATTORNEYS AT LAW

Ryan M. Jennings
riennings@utbf.com

April 14, 2021

Via First Class Mail

Daily Local News
Legal Advertising Representative
390 Eagleview Blvd.
Exton, PA 19341

Re: East Marlborough Township Ordinance Amendment

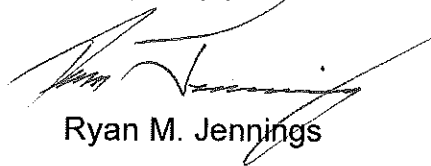
To Whom it May Concern:

Enclosed for your records, but not for publication, is a complete copy of a proposed Ordinance which is being sent to you, and which should be made available for public inspection.

The advertisement for this Ordinance has been placed with the *Daily Local News* and is scheduled to be run on Monday, April 19, 2021.

If you have any questions, please do not hesitate to contact me directly. Thank you for your assistance with this matter.

Very truly yours,



Ryan M. Jennings

RMJ:akf
Enclosure

cc: Neil Lovekin, Township Manager (via e-mail)

**BOARD OF SUPERVISORS
EAST MARLBOROUGH TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

ORDINANCE NO. ____ – 21

**AN ORDINANCE OF THE TOWNSHIP OF EAST MARLBOROUGH,
CHESTER COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NO.
99-7 OF THE CODE OF THE TOWNSHIP OF EAST MARLBOROUGH,
WITHIN WHICH THE SPEED OF MOTOR VEHICLES IS REGULATED,
AT SECTION “A” THEREOF, TO REDUCE THE SPEED LIMIT OF
UNIONVILLE ROAD (ROUTE 82) TO 35 MPH, BETWEEN EAST STREET
ROAD (ROUTE 926) AND DOE RUN ROAD (T-357), AND OTHER
MISCELLANEOUS PROVISIONS PROVIDED FOR HEREIN.**

Pursuant to the powers granted by the Second Class Township Code and the Pennsylvania Vehicle Code, both as supplemented and amended, the Board of Supervisors of the Township of East Marlborough, Chester County, Pennsylvania, hereby Enacts and Ordains that Ordinance No. 99-7 of the Code of the Township of East Marlborough, as amended, shall be further amended as follows:

Section 1.

Ordinance No. 99-7, Section A, shall be amended by the addition of the following section of roadway, limiting the speed limit to 35 miles per hour thereon:

<u>Name of Street</u>	<u>Location</u>
...	
Unionville Road (Route 82)	between East Street Road (Route 926) and Doe Run Road (T-357)

Section 2. Severability.

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

Section 3. Repealer.

All Ordinances or Resolutions, or parts of Ordinances or Resolutions, insofar as they are inconsistent herewith, are hereby repealed.

Section 4. Effective Date.

This ordinance shall become effective five (5) days after enactment as provided by law.

ENACTED AND ORDAINED as an Ordinance this 3rd day of May, 2021.

ATTEST:

**BOARD OF SUPERVISORS OF
EAST MARLBOROUGH TOWNSHIP**

Neil Lovekin, Secretary / Manager

Robert B. McKinstry, Jr., Chair

Kathryn M. Monahan, Vice-Chair

Eric Matuszak, Member

John Sarro, Member

Burling Vannote, Member



TRAFFIC PLANNING AND DESIGN, INC.

WWW.TRAFFICPD.COM

March 5, 2021

Mr. Neil Lovekin, Township Manager
East Marlborough Township
721 Unionville Road
Kennett Square, PA 19348

RE: Route 82 Speed Limit Study

Segment from Route 926 to Doe Run Road
TPD No. EMAT-00131

Dear Neil:

In our role as Township Traffic Engineer, Traffic Planning and Design, Inc. (TPD) has completed a speed limit study for the segment of Unionville Road (Route 82) between Route 926 and Doe Run Road. Please find attached, a PennDOT TE-101 form, which was used to document the study.

As indicated in the attached study, it is our opinion that the speed limit for Unionville Road (Route 82) should be reduced to 35 mph between Route 926 and Doe Run Road. In order to implement speed limit revisions, municipalities must adhere to the following process:

- An engineering study must be conducted (the attached report satisfies this requirement);
- An ordinance must be passed enacting the new speed limit;
- The speed limit must be properly posted in the field through the use of proper signs.
 - Speed Limit signs (R2-1), sized 24" x 30", must be provided within 200 feet of the intersections with Route 926 and Doe Run Road and at intervals not greater than ½ mile.
 - Speed Limit signs should not be placed within the school zone or within 350 feet (10 times the speed limit) in advance of the school zone in order to avoid conflicting speed limits.

Mr. Neil Lovekin, Township Manager
March 5, 2021
Page 2

TPD is available to assist the Township in identifying the exact placement of signs to ensure proper placement and visibility. If you have any questions, please call me at your earliest convenience.

Sincerely,

TRAFFIC PLANNING AND DESIGN, INC.

A handwritten signature in blue ink that reads "Gerald T. Baker".

Gerald T. Baker, P.E.

Project Manager

jbaker@TrafficPD.com

Attachments – TE-101 Form with attachments

Cc: Jeff Simpson, Public Works Director
Robert Clarke, R.N., Chief of Police

SPEED RESTRICTIONS ENGINEERING AND TRAFFIC STUDY

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK



pennsylvania

DEPARTMENT OF TRANSPORTATION

www.dot.state.pa.us

A - LOCATION INFORMATION

COUNTY Chester		MUNICIPALITY East Marlborough Township	
SR# T-503	SEGMENT	STREET NAME Unionville Road (Route 82)	
SEGMENT/OFFSET	TO SEGMENT/OFFSET	<input type="checkbox"/> ASCENDING <input type="checkbox"/> DESCENDING <input type="checkbox"/> BOTH	
OTHER LOCATION INFORMATION: Between East Street Road (SR 0926) and Doe Run Road (T-357)			

B - REFERENCE INFORMATION

REFERENCE Chapter 212	SECTION(S) 212.108
REFERENCE MUTCD	SECTION(S) 2B.13 and 2B.18
REFERENCE PUB 46	SECTION(S) Chapter 11.3 and 2.4.6
REFERENCE Vehicle Code Title 75 Pa. C.S.	SECTION(S) §3362, 3363, 3364 and 6109 (a)(5)(10)

C - STUDY ELEMENTS

FROM PUB 212 APPENDIX:

- | | | |
|--|---|---------------------------------------|
| <input checked="" type="checkbox"/> Crash Analysis (1) | <input type="checkbox"/> Sight Distance (16) | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Roadside Development (13) | <input type="checkbox"/> Speed Data (17) | |
| <input type="checkbox"/> Roadside Instructions (14) | <input type="checkbox"/> Traffic Volumes (20) | |

D - ATTACHMENTS LISTING

Check those that apply and attach to this form in the order listed below:

- | | | |
|---|--|---|
| <input type="checkbox"/> 1. 10-Day Response Letter | <input type="checkbox"/> 7. Crash Extract | <input type="checkbox"/> 13. Traffic/Pedestrian Volumes |
| <input type="checkbox"/> 2. Letter or Memo Requesting Study | <input checked="" type="checkbox"/> 8. Crash Rate | <input type="checkbox"/> 14. STAMPP Identification Data |
| <input checked="" type="checkbox"/> 3. Location Map | <input checked="" type="checkbox"/> 9. Collision Diagram Plot | <input type="checkbox"/> 15. Speed Limit |
| <input type="checkbox"/> 4. Straight Line Diagram | <input type="checkbox"/> 10. Speed Study | <input type="checkbox"/> 16. Traffic Signal Permit Plan |
| <input type="checkbox"/> 5. Photographs | <input type="checkbox"/> 11. Warrant Analysis | <input type="checkbox"/> 17. Other _____ |
| <input type="checkbox"/> 6. Field View Drawing or Condition Diagram | <input type="checkbox"/> 12. Multi-Way Stop or Truck Restriction Worksheet | |

Confidential - Traffic Engineering and Safety Study

This document is the property of the Commonwealth of Pennsylvania, Department of Transportation. The data and information contained herein are part of a traffic engineering and safety study. This safety study is only provided to those official agencies or persons who have responsibility in the highway transportation system and may only be used by such agencies or persons for traffic safety related planning or research. The document and information are confidential pursuant to 75 Pa. C.S.3754 and 23 U.S.C. 409 and may not be published, reproduced, released or discussed without the written permission of the Pennsylvania Department of Transportation.

E - SITE OBSERVATION CHECKLIST

Operational Checklist:

1. Do obstructions block a driver's view of pedestrians or approaching vehicles? ☐ YES ☐ NO ☐ N/A
2. Do drivers respond correctly to signals, signs, or other traffic control devices? ☒ YES ☐ NO ☐ N/A
3. Is there evidence of crashes (skid marks, property damage, tree/bush damage, broken glass/vehicle parts, etc.)? ☐ YES ☐ NO ☐ N/A
4. Are there violations of parking or other traffic regulations? ☐ YES ☐ NO ☐ N/A
5. Do drivers appear confused about routes, street names, or other guidance information? ☐ YES ☐ NO ☐ N/A
6. Have you observed the location during peak hours for volume, crashes, and traffic operations? ☒ YES ☐ NO ☐ N/A
7. Are there traffic flow deficiencies or traffic conflict patterns associated with turning movements? ☐ YES ☐ NO ☐ N/A
8. Are there significant delays and/or congestion? ☐ YES ☐ NO ☐ N/A
9. Are there vehicle/pedestrians conflicts? ☐ YES ☐ NO ☐ N/A
10. Are there other traffic flow deficiencies or traffic conflict patterns? ☐ YES ☐ NO ☐ N/A

Physical Checklist:

1. Can sight obstructions be removed or lessened? ☐ YES ☐ NO ☐ N/A
2. Do the street alignments or widths adequately accommodate the type of traffic using the roadway? ☒ YES ☐ NO ☐ N/A
3. Are curb radii adequate for turning vehicles? ☒ YES ☐ NO ☐ N/A
4. Are pedestrian crosswalks properly located? ☒ YES ☐ NO ☐ N/A
5. Are signs adequate as to usefulness, message, size, conformity, and placement? ☒ YES ☐ NO ☐ N/A
6. Are traffic signals adequate as to placement, visibility, glare, conformity, number of signal heads, and timing? ☒ YES ☐ NO ☐ N/A
7. Are pavement markings adequate as to their conformance to standards and location? ☒ YES ☐ NO ☐ N/A
8. Is channelization (islands or pavement markings) adequate for reducing conflict areas, separating traffic flows, and defining movements? ☒ YES ☐ NO ☐ N/A
9. Does the existing legal parking layout affect sight distance for through or turning vehicles? ☐ YES ☐ NO ☐ N/A
10. Is the pavement condition free of potholes, washboard, slick surface, etc.? ☒ YES ☐ NO ☐ N/A

F - SITE DATA

DATE DATA COLLECTED

2020

PERSON CONDUCTING STUDY

Gerald T. Baker, P.E.

TITLE

Township Traffic Engineer

THIS REQUEST FOR A SPEED RESTRICTION IS BASED ON: (CHECK APPROPRIATE SECTION)

- A. ☒ Section 3362 and 3363 of Pa. Vehicle Code & Section 212.108 of Title 67 (Speed Restrictions)
- B. ☐ Section 3364 of Pa. Vehicle Code & Section 212.108 of Title 67 (Minimum Speed Limits)
- C. ☐ Section 3365(a) the Pa. Vehicle Code & Section 212.109 of Title 67 (Bridge Speed Limits) - **SEPARATE STUDY REQUIRED, USE TE-115.**
- D. ☐ Section 3365(c) the Pa. Vehicle Code & Section 212.110 of Title 67 (Hazardous Grade Speed Limits) - **SEPARATE STUDY REQUIRED, USE TE-116.**

1. The existing speed limit is 45 MPH.

2. The requested speed limit is 35 MPH.

3. The 20 19 ADT is 6700 vehicles.
☒ Actual ☐ Estimated

4. The area is a(n):

- ☐ Business District ☐ Residence District
- ☐ Urban District ☐ Rural District
- ☐ Interstate Highway
- ☐ Adjacent to an Urban District _____

5. The request for a speed change is being made by:

- ☒ Local Authorities East Marlborough Township (list name)
- ☐ PennDOT

This traffic engineering and safety study is confidential pursuant to 75 Pa. C.S. 3754 and 23 U.S.C. 409 and may not be disclosed or used in litigation without written permission from PennDOT.

F - SITE DATA (CONTINUED)

6. a. 85th percentile speed N/A MPH. No. of vehicles _____

b. Safe running speed is:

North Bound/East Bound

Run No. 1 _____ MPH.

Run No. 2 _____ MPH.

Run No. 3 _____ MPH.

Run No. 4 _____ MPH.

Run No. 5 _____ MPH.

Total 0

divided by

= NaN MPH.

South Bound/West Bound

Run No. 1 _____ MPH.

Run No. 2 _____ MPH.

Run No. 3 _____ MPH.

Run No. 4 _____ MPH.

Run No. 5 _____ MPH.

Total 0

divided by

= NaN MPH.

Average Safe Running Speed is 0 **MPH.**

NOTE (1): Safe Running samples should normally consist of at least 100 observations although 50 observations is acceptable on low volume highways.

NOTE (2): Use Safe Running Speed when the 85th percentile speed cannot be obtained.

7. Does a major portion of the highway have insufficient stopping sight distance if traveling at the 85th percentile speed or the safe running speed? ☐ YES ☐ NO

8. Is the available corner sight distance on side roads less than the necessary stopping sight distance values for through vehicles? ☐ YES ☐ NO

9. Are the majority of crashes related to excessive speed? ☐ YES ☐ NO

Actual Crash Rate: 2.06

Applicable crash rate from homogenous table published by BHSTE annually: 1.55

10. Provide sketch of area indicating:

- a. Spacing of intersections and driveways
- b. Roadside development-to include schools, commercial properties, residences, etc
- c. Location of inadequate stopping or corner sight distance

11. Describe the surface features of the roadway to include: Surface-vertical and horizontal alignment, width, shoulders, crown, etc.:

Cartway is 24 feet wide with no shoulder and normal crown. There is a reverse curve located in the middle of the study area with superelevation.

12. The signs necessary to legalize the reduced speed zone will be purchased, erected and maintained by:

☒ Local Municipality East Marlborough Township (list name)

☐ Department

☐ Other _____ (list name)

13. Signs to be installed (list each type separately):

a. Sign Nomenclature Number from Pub. 236M R2-1

b. Number of signs to be installed _____

c. Sign Message 35 MPH

14. Has the municipality agreed to purchase, erect and maintain the signs necessary to legalize the above Speed Restriction? ☒ YES ☐ NO

G - REMARKS

Route 82 has a posted speed limit of 35 mph to the south of Route 926 and 30 mph to the north of the roundabout at the intersection with Doe Run Road. Within the study area between Route 926 and Doe Run Road, traffic calming measures have been recently implemented along the frontage of the George F. Patton Middle School and the Unionville High School campus. The design speed for the traffic calming measures along the schools is 35 mph.

H - ENGINEERING JUDGEMENT

The speed limit on Unionville Road (Route 82) should be posted at 35 mph based on the following:

- A speed limit of 35 mph is consistent with the existing speed limits for the sections of the Route 82 to the north and south of the study area.
- Crosswalks are provided on Unionville Road along the middle school and high school campus frontage. Midblock crosswalks should only be provided when the speed limit is 35 mph, or less. The crosswalks and associated RRFB's were designed with the intention to change the posted speed limit to 35 mph.
- Medians are provided along the middle school and high school campus frontage to calm traffic. The medians and associated lane shifts were designed for 35 mph.
- The crash rate exceeds the state average for similar roadways. In addition, a significant percentage of crashes on Unionville Road are types that are often associated with excessive speed such as rear-end collision and hitting a fixed object.

I - APPROVALS

Comments:

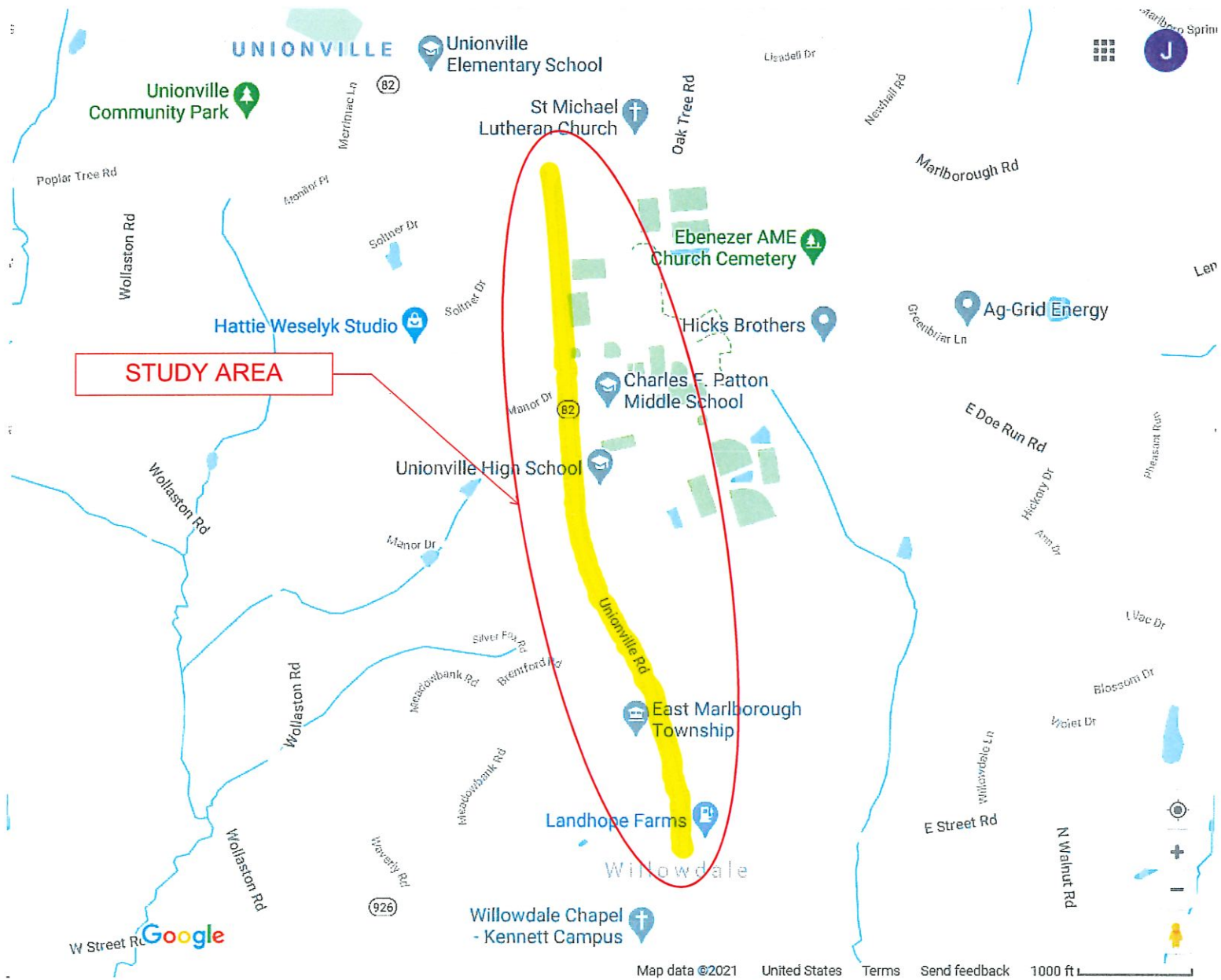
Reviewed and Approved by Signature	Name/Title	Date
Reviewed and Approved by Signature	Name/Title	Date

This traffic engineering and safety study is confidential pursuant to 75 Pa. C.S. 3754 and 23 U.S.C. 409 and may not be disclosed or used in litigation without written permission from PennDOT.

APPENDIX A:

Location Map

LOCATION MAP



APPENDIX B:

Crash Rate

Crash Rate Calculations

$$R = \frac{C * 1,000,000}{T * V * L}$$

Where:

R = Crash rate per million vehicle miles traveled

C = Number of crashes at the study location; within a 5 year period

T = Time period when crashes are occurring (days)(ex.: 1825 days = 5 years)

V = Average daily traffic (ADT)

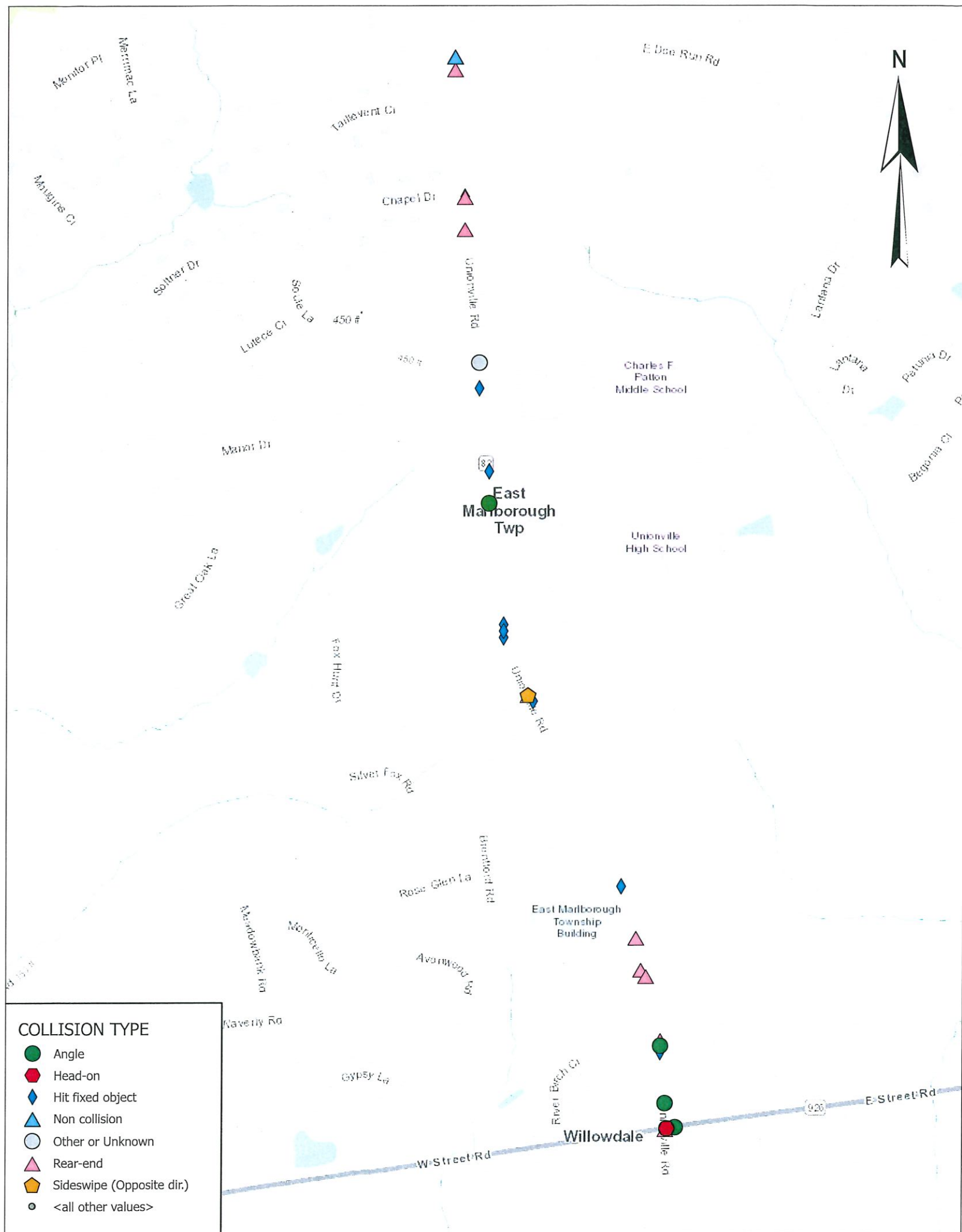
L = Length of road segment (miles)

$$R = \frac{30 * (1,000,000)}{(1825)(6700)(1.19)}$$

R = 2.06 crashes per million miles traveled

APPENDIX C:

Collision Location Map



**EAST MARLBOROUGH TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

PROCLAMATION 2021-02

GARDEN FOR WILDLIFE MONTH

A Proclamation for the Township of East Marlborough, Chester County, Pennsylvania, recognizing the month of May as ‘Garden for Wildlife Month.’

WHEREAS, the Township of East Marlborough recognizes that wildlife species are declining at an unprecedented rate. Globally there are over a million species endangered with extinction and one-third of North American wildlife species are at increased risk of extinction in the coming decades; and

WHEREAS, the Township of East Marlborough recognizes that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife; and

WHEREAS, the Township of East Marlborough celebrates local wildlife and wild places; and

WHEREAS, the Township of East Marlborough is working to build a healthy, sustainable and wildlife-friendly community that brings the many benefits of nature to all corners of our community; and

WHEREAS, Garden for Wildlife Month is a national initiative of the National Wildlife Federation that empowers Americans to support local wildlife, like birds and pollinators, by planting native plants in their garden and throughout the community to help restore and connect habitat; and

WHEREAS, the Township of East Marlborough supports and promotes Garden for Wildlife Month throughout the community and encourages residents to participate, including certifying and maintaining their properties as a Certified Wildlife Habitat with the National Wildlife Federation; and

WHEREAS, the Township of East Marlborough will continue to support local efforts that protect, restore, and conserve habitat and vital environmental resources, as well as foster a greater connection between residents and wildlife; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Township of East Marlborough Township encourage all residents to plant native plants and participate in community activities that support and celebrate healthy, sustainable, wildlife-friendly communities.

Duly presented and adopted by the Board of Supervisors of East Marlborough Township, Chester County, Pennsylvania in a public meeting held this 3rd day of May 2021.

Attest:

BOARD OF SUPERVISORS

Neil Lovekin, Secretary / Manager

Robert B. McKinstry, Jr., Chair

Kathryn M. Monahan, Vice-Chair

Eric Matuszak, Member

John Sarro, Member

Burling Vannote, Member

Return to Agenda

May as Garden for Wildlife Month

Maintaining biodiverse ecosystems within cities and other urban communities will continue to be a challenge in the coming decades. Garden for Wildlife Month offers a range of options for anyone, anywhere, to help support local wildlife and to restore and reconnect America's natural spaces.

Garden for Wildlife is a movement that transforms landscapes to benefit wildlife and people one garden at a time. Since 1973, Garden for Wildlife has been the nation's longest-running and largest movement dedicated to helping wildlife locally and reconnecting our country's amazing wild spaces one person, one yard, one community and one state at a time.

If habitat is created with wildlife and biodiversity in mind, it will include a rich diversity of native plants and trees that support entire urban wildlife ecosystems. All wildlife-friendly habitats must provide wildlife with food, water, cover, and places to raise their young. When managed using sustainable practices, humans and wildlife can thrive. Natural landscapes with native plants and trees can reduce heat islands, increase carbon sequestration, manage stormwater runoff and are managed sustainably without chemicals.

Garden for Wildlife Month occurs as a national initiative through the National Wildlife Federation every May. Your community can use the gardening content, events and resources that are shared regularly throughout the month to encourage residents to create their wildlife garden and certify it as a Certified Wildlife Habitat. This is also an opportunity to promote and spearhead festivals, community events, or campaigns that can educate residents about wildlife conservation and empower them to transform their yards into wildlife-friendly habitats.

Use this template as a guide in issuing a proclamation that recognizes [May as Garden for Wildlife Month](#).

[Return to Agenda](#)

From: [Sarah Nurry](#)
To: [Neil Lovekin](#)
Subject: Re: Mushroom Cap Half Marathon 2021?
Date: Thursday, April 29, 2021 10:34:05 AM
Attachments: [COVID-19 Race Plan 2021-2.pdf](#)
[Kennett Square Mushroom Cap 13.1.pdf](#)
[MCHM 5 Miler.pdf](#)

Good Morning Neil,

Attached you will find our special events application, course maps, and COVID safety plan in which we outline approval for two different events: The Half Marathon and Five Miler or just a Five Miler. Currently races are seeing a 40% attendance and if that number holds true, we will move forward with hosting a 5 Miler instead of the Half Marathon because utilizing roads for 13.1miles at 40% capacity is just not feasible for our small non-profit. As more people become vaccinated we hope COVID restrictions will continue to ease and runner participation increase. As a result, we do not plan on launching registration until mid to late summer.

We are closely monitoring other local events and COVID protocols as we begin planning for both events.

Please let me know if you have any questions,

Sarah Rose Nurry
Run2Shine, Inc.
sarah@runksqmushroomcap.com



TEMPORARY OUTDOOR ACTIVITY PERMIT APPLICATION

EAST MARLBOROUGH TOWNSHIP
721 UNIONVILLE ROAD

KENNETT SQUARE, PA 19348

Phone: 610-444-0725

Fax: 610-444-1380

Applicant/Sponsor Name Rush 2 Shine, Inc. → The Mushroom Cap Half Marathon

Address 101 Turn Berry Drive
Plymouth, Pa 19311

Telephone: (Daytime) [REDACTED] Fax: _____

Property Owner (if different from Applicant/Sponsor) _____

Group for which the Activity is planned: Runners

Property Location where event will be held: See attached courses

Date of Event: 11/13/21

Time of Event: 8:00 am start (7:45-12pm) & 7:45-10am

Provisions for Trash Collection and Disposal: Race Team will rent a dumpster at Genesis

Provisions for Parking Vehicles including handicapped parking: Kennett High School parking Lots

Number of vehicles expected: 200+

Provisions for Traffic Control and Direction: If approved race team will coordinate

Provisions for Emergency Vehicles: with local police & EMS.

Provisions for Medical Services: _____

Provisions for adequate restroom facilities (including handicapped facilities): Porta Potties will be

If alcoholic beverages are to be served, describe the provision for the control of the consumption of alcohol to prevent public intoxication and/or Nuisance Conditions. rented from McGovern

Runners will be given beer tickets to use at Braclach Brewery

Please use additional page, if needed.

Application must be accompanied by the following:

- Non-refundable application fee of \$100.00
- Copy of contract with qualified entity for traffic control
- Detailed parking plans
- Certification of liability insurance policy of \$2,000,000.00 minimum naming the Township as co-insured (policy will be provided upon approval)

Applicant agrees that the Temporary Outdoor Activity will be held in conformance with the East Marlborough Township Zoning Ordinance.

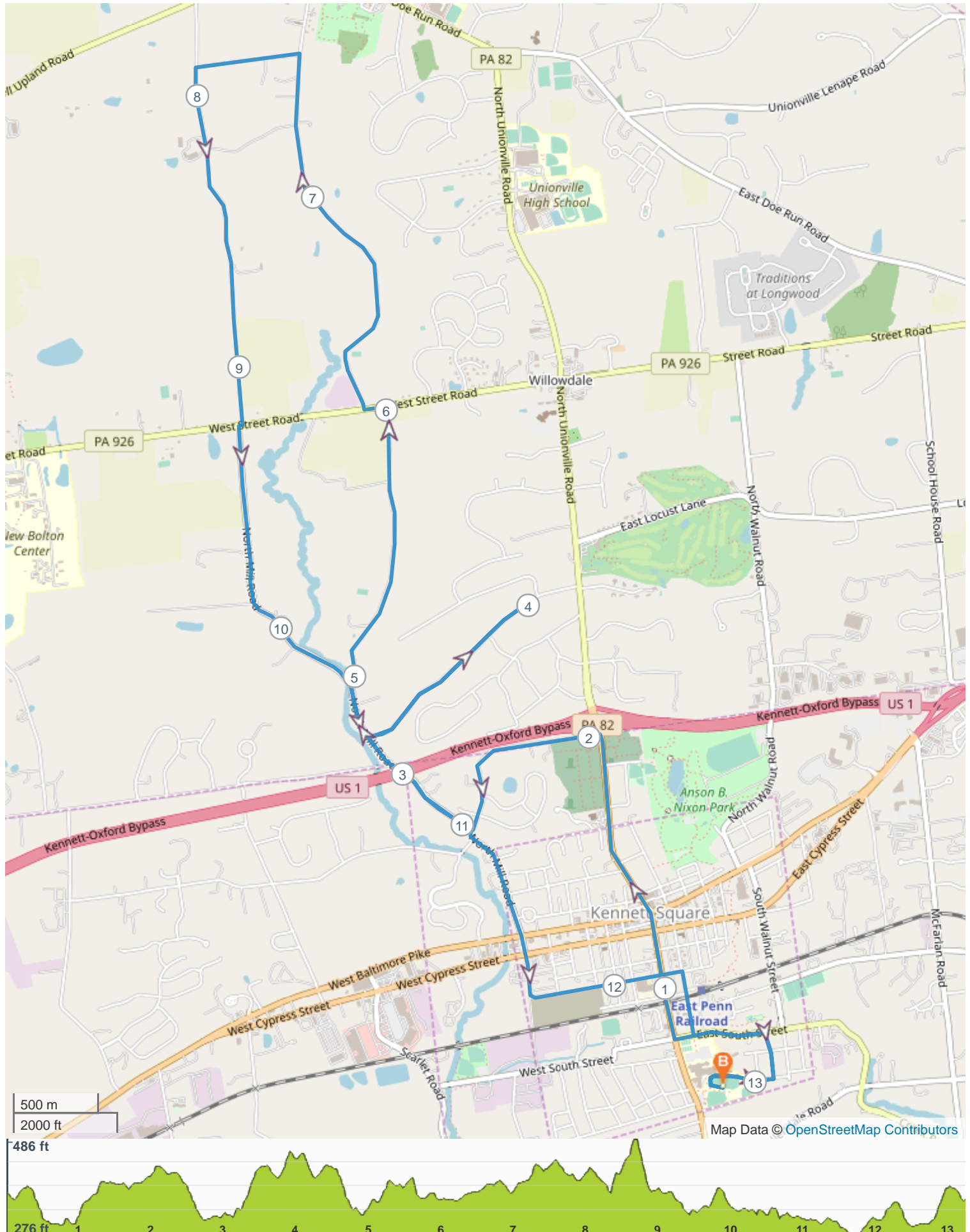
Signature of Applicant: Sarah Nurny

Date: 04/29/21

Approved: _____

Date: _____

Kennett Square Mushroom Cap 13.1



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.476	←	Turn left onto E South St
2	2.670	→	Turn right onto N Mill Rd
3	3.176	↘	Turn right onto W Locust Ln
4	4.761	→	Turn right onto N Mill Rd
5	4.963		Slight right onto Wollaston Rd
6	6.076	→	Turn right onto Wollaston Rd
7	7.518	←	Turn left onto Poplar Tree Rd
8	7.895	←	Turn right onto N Mill Rd
9	9.216		Turn right onto PA-926 W
10	9.231	←	Turn left onto N Mill Rd
11	12.254	→	Turn left onto S Broad St
12	12.497	←	Turn left onto E South St
13	12.929	→	Turn right onto Southview Ave
14	13.239		

MCHM

The Mushroom Cap Half Marathon (MCHM) is fully committed to working with the city of Kennett Square and surrounding municipalities to ensure a plan that puts in place precautions that exceed COVID-19 guidelines.

Strategies include:

- Assigned start times extended over a longer time frame
- Enhanced sanitation
- Adherence to COVID-19 safety protocols
- Elimination of mass gathering activities
- Discourage spectators from attending to reduce COVID transmission risk

 e e

The Mushroom Cap Half Marathon, 10K and 1 Miler is owned by Run2Shine, Inc. a registered 501(c)(3), whose mission is to utilize running and health as catalysts to strengthen small businesses and assist families overcoming economic hardships. The event draws heavily on the local area, which makes up for roughly 65% of participants and 90% of volunteers. Run2Shine works with local charity partners to raise money for local causes, raising \$65,000.000 since fall of 2016.

Charity Partners:

- Unite For Her
- The Kennett Area Food Cupboard
- Nemours Foundation for Cancer and Blood Disease
- The Garage Community and Youth Center
- Kennett Education Foundation
- Genesis Foundation
- Youngmoms
- The Family Promise of Southern Chester County
- The Weekly Fight

The Mushroom Cap Half Marathon typically consists of the following distances: half marathon (13.1 miles), half marathon relay (13.1 miles shared between two runners) and a fun charity run (1 mile). This year, the event hopes to offer a half marathon, 10K (6.2 miles) and a 5K (3.1 miles).

For four years, the Mushroom Cap Half Marathon has produced a first class event bringing hundreds of people into town to enjoy the small town pleasures of Kennett Square. Our small staff has over 40 years of combined experience organizing events and are dedicated to providing the best participant experience.

The event can be broken down into 4 operational categories:

1. Packet Pick Up - kicks off the event and is a place to distribute essential race day materials like race bibs and shirts.
2. Course - covers the 13.1 miles between the starting and finishing line. Includes aid stations and toilets for runners.
3. Start Line - beginning of the event, includes runner drop off, toilets and event announcements.
4. Finish Line & Festival - marks the end of the event includes post race celebration and hydration.

V i i

This document details the COVID-19 mitigation plan for The Mushroom Cap Half Marathon, 10K and 5K, and serves as an addendum to the typical event plans and safety plans that are submitted as part of the permitting/approval process.

For its tentative date of November 6, 2021, the following modifications are proposed for approval:

Reduced Density	Capacity For All Event Distances
Modified Schedules	Assigned Start Times
Extended Packet Pick Up	COVID-19 Safety Protocols
Extended Start Time	Vouchers for Post Race Instead of Festival
Remove The Two Person Relay	Enhanced Communications Through Race Joy Mobile App

e e e i i e

Plan A, 400 FOR THE HALF MARATHON • 250 FOR 5 Miler

Plan B, 250-500 FOR A 5 MILE RUN

**CAPACITY FOR ALL EVENT DISTANCES*

**CAPACITY DEPENDENT ON CDC GUIDELINES*

**CAPACITY CAN CHANGE*

e e ie

Team MCHM will work closely with the city's police department and health officials throughout the planning of this event.

e i e i

The event has been significantly modified to create low density throughout all aspects of the event. Additionally, a virtual event will be offered as an alternative to any registered participant who does not wish to participate in the live event or who does not pass the health screening and therefore cannot participate.

e i i

The event will have a staff member dedicated to oversee COVID-19 risk mitigation. This staff member will oversee professional cleaning crews that will conduct regular cleaning and sanitation of high touch areas on a frequent basis, as well as the installation of hand washing and hand sanitation stations.

i i

A communication plan will be implemented to ensure that all participating parties have the most up-to-date information regarding the mitigation strategy. This includes: email, website, social media, news outlets, race app and text messaging.

e

- All staff, volunteers, vendors, and participants must complete a mandatory online health screening questionnaire and sign an agreement regarding their conduct with respect to COVID-19 rules at the event, including:
 - ✓ They agree to follow all city/county/state guidelines & recommendations.
 - ✓ They agree to comply with instructions from staff, medical staff, and other event officials.
 - ✓ They will not attend the event if they show signs of symptoms, suspect being infected, tested positive or have had contact with anyone who has tested positive within the last 14 days.
- Vaccinated Runners will receive priority registration.
- Reduced touch points to minimize physical interactions.
- Hand sanitizer will be available throughout the event including packet pickup, higher traffic areas, and in and around portable toilets.
- Increased safety and hygiene practices for staff and volunteers including the use of masks, gloves, and regular hand sanitation.

- Athletes & spectators will be required to wear a face-covering in designated mask zones at the event.
- Staff, vendors, and volunteers will be required to wear a face-covering.
- Dedicated lanes and waiting spots will be provided to aid in physical distancing in areas where athletes congregate such as packet pickup, start line, and restrooms.
- Signage will be in place at events to reinforce our COVID-19 protocols.
- Athletes will be encouraged to ask questions prior to event day in order to decrease staff and volunteer interactions at the event.
- Runners will be encouraged to follow physical distancing throughout the race course, especially when passing other participants and spectators.
- All runners must submit a negative Covid Test by Thursday, November 4th.
- Race Covid testing window opens Thursday, October 28th and closes on Thursday, November 4th.
- Spectating discouraged at high density areas such as the start and finish.

 e i *(details/dates need to be confirmed with sponsors)*

e	e e	e e
Tuesday, November 4th 2021	Philadelphia Runner	Action Potential
Friday , November 5th 2021	Glen Mills, Pa	Kennett Square, Pa

Packets will be mailed to participants before race day.

- This option requires closing registration well in advance of the event
- This option requires a clear back-up plan for anyone who's package does not arrive on-time (I.E., limited packet pickup on-site).

Packet pickup at outdoor location over several days prior to the event, at an outdoor location.

- Allow participants to indicate their preferred day and time window for packet pickup to ensure no crowding.
- Staff/Volunteers will be spaced 6 feet apart from each other.
- Signage or floor markings will indicate where participants should stand, six feet from staff/volunteers and each other
- Hand sanitizer must be available before reaching the pickup station, and at the exit to the station, as well as for each volunteer/staff
- PPE (mask, shield and gloves) will be available to and required by all staff/volunteers
- All participants must wear masks or other face coverings
- Participant bibs will be dynamically assigned by the staff/volunteer to limit the need for lines and waiting.
- Participant bibs will be dynamically assigned by the staff/volunteer to limit the need for lines and waiting.

On-site packet pickup on race day.

- Assign participants to a specific pickup window depending on their start time. Require that participants show up within the assigned window.
- Staff/Volunteers will be spaced 6 feet apart from each other.
- Signage or floor markings will indicate where participants should stand, six feet from staff/volunteers and each other.
- Hand sanitizer must be available before reaching the pickup station, and at the exit to the station, as well as for each volunteer/staff
- PPE (mask, shield and gloves) will be available to and required by all staff/volunteers
- All participants must wear masks or other face coverings
- Participant bibs will be dynamically assigned by the staff/volunteer to limit the need for lines and waiting.
- If possible, use packet pickup for bibs only to allow participants to proceed directly to the race course without returning to their car.
 - Have a separate station to pickup shirts and medals after the race
 - or
 - Ship shirt and medal separately

Drive-up packet pickup, in which the participant stays in their car, could also be utilized to reduce touch-points.

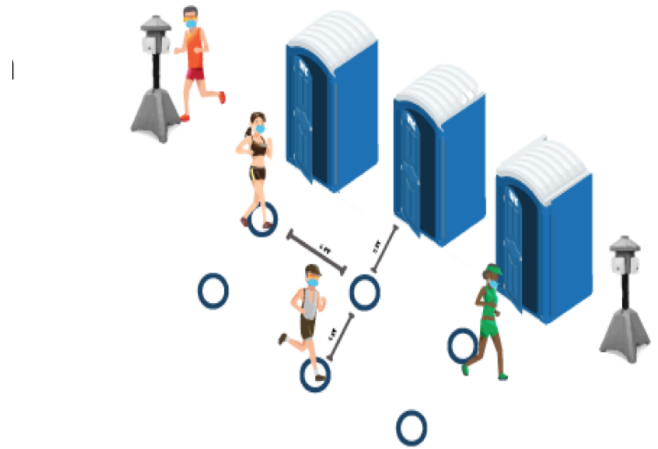
 i e i i i

The modification of the start line moving it from Birch Street to Walnut Street is the base that allows us to utilize the entirety of Genesis Parking Lot to spread out participants. This modification turns the event from a mass gathering into an activity in which the participant is at significantly lower risk than going to any restaurant operating at even just 25% capacity or taking part in other allowed activities such as shopping for groceries.

- The start line operations will change from a mass start (everyone starts at the same time) to time starts. Runners grouped in 5 will start every 2 seconds.
- Flags, dots, or other markings will mark a start grid that keeps all participants 6 feet away from other runners
- Each line will move up to the front as the runners ahead start
- Masks/face coverings required until after crossing the start line and separating from other runners by at least 6 feet.
- Assigned start times to ensure the least density on course
- Start line time increase from 20 minutes to 1.5 hours Plan A, 40 minutes Plan B
- Strategic signage around the venue to remind participants of safety protocols and face masks requirements
- Loudspeaker announcements of reminders about face mask requirements and COVID-19 safety protocols
- A cleaning crew will frequently sanitize all high touch surfaces
- No pace groups
- Elimination of pre-race activities, VIP, gear bag drop.

- Spectating at the start zone is strongly discouraged. If you do spectate, please follow social distancing, stay in small family groups, and wear masks.
- Portable toilets will be strategically spread out and oriented to provide 6 ft spacing between units and queues.

- ✓ **88% REDUCTION IN DENSITY**
- ✓ **ASSIGNED START TIMES**
- ✓ **ENHANCED SIGNAGE & COMMUNICATIONS**
- ✓ **HAND SANITIZING STATIONS**
- ✗ **MASS START**
- ✗ **START LINE VIP**
- ✗ **PRE RACE ENTERTAINMENT**
- ✗ **PACE GROUPS & ELITE RACE**
- ✗ **GEAR BAG STORAGE**



AVERAGE NUMBER OF RUNNERS AT THE START LINE

TYPICAL
AVERAGE

40



2021
MITIGATED
PLAN

5



ON COURSE NO MASK
REQUIRED

MASK REQUIRED IN START CORRAL
ATHLETE ONLY ZONE

e i i i

The race route is separated from vehicles by traffic control devices placed along the entire route. There are aid stations along the route that provide water to the runners as well as portable toilets, hand sanitizing stations, and medical stations.

Course Density:

- Plan A- The half marathon course has a theoretical capacity of at least 3,000 people. Following the mitigation strategies in this plan, the course would operate at less than 40% of full capacity.
- Plan B- A 5 Miler Run capped and following mitigation strategies would also operate at less than 40% of road/course capacity.

Course Aid Station Modifications:

- Volunteers will go through specific COVID-19 aid station training sessions.
- Aid stations will be equipped with additional hand sanitizer stations.
- Volunteers operating the aid station will wear gloves and masks, if not vaccinated, at all times. A fresh pair of new gloves will be worn anytime a volunteer begins to prepare or serve water.
- Aid Stations will operate in a touch-less manner:
- Participants will be handed a cup of water at arms length distance.

Race Day Protocols:

- Genesis will be used for runner staging & port-a-pots
- 8:00AM Race Start
 - 7:00AM Covid Screening Tent Opens
 - 7:30AM Runner Zones Open
- Scenario 1:
 - 250-500 Runners
 - Waves of 5 participants starting every 2 seconds and 20 on-site volunteers (ensuring no more than 100 people gathered at once)
- Scenario 2:
 - 500+ participants with waves of 5 participants starting every 2 seconds and 20 on-site volunteers (ensuring no more than 100 people gathered at once)

e i i i e

- The finish line will include the full street closure on Walnut Street. The full secure zone will be kept, which include full street coverage for 2 city blocks, and will remain participants only.

- Race team will mark a finish chute of at least 50' to encourage movement away from the finish area and into Genesis' Lot. Runners will be required to put on face masks immediately after crossing the finish line.
- Pre-packaged snack bags will include finisher medals, snacks, bottled waters handed out across tables within the lot in a touch-less manner.
- Finish Line will be streaming live for family members/ friends to watch from home.
- Post race photos will occur, but photos must be single person shots.
- Runner results will be sent to participants as opposed to in person kiosks. (not sure on this)
- Spectating at the finish zone is strongly discouraged, social distancing encouraged and masks required.
- There will be no finisher festival, instead a virtual swag bag will be included to use at businesses around Kennett.

e i e i e

e i i i e i e

- Each runner will sign a waiver acknowledging the risk of COVID-19
- Each runner will sign a guarantee that they will not show up to race if they have been exposed to COVID-19, exhibit any symptoms, or have a fever.
 - Participants will be allowed to defer their registration if they are sick on race day to encourage compliance.
 - Participants will have a virtual option with a longer completion window to allow participation in the event of last minute exposure or illness.
- Each runner will sign an agreement to follow the social distancing requirements of the event, including:
 - Maintaining a distance of at least 6' from other people not in the participant's household.
 - Wearing a mask or other face covering at all times *other than* while actively participating in the event. This includes at the start line before starting, and Participants will not linger post-race.
 - Follow the direction of all on-site signage, staff, and volunteers without question.
- There will be no on-site registration for the race. All registration will be done online, including pre-registration and race day registration.
 - Registration will remain open on race day as long as space allows, but registration must be completed from home, before arriving on-site.

i i i e i e

Include all methods of communication pre-race and on race day

- Pre-race emails will include all conditions agreed-upon in the waiver
- Pre-race emails will include all expected social distancing behavior
- Pre-race emails will include the types of signage and markers to follow while on-site
- On-site communications will be done by radio transmission, text messaging, and via RaceJoy.
- Pre-race briefing will be available and/or required for participants to review the race day process and requirements.
- Participants will be required to listen to and comply with all on-site directions from any staff or volunteers. Anyone not complying will be required to leave the premises immediately.

i e i e i e

- Start times will be assigned to ensure low density on course.
- Runners start time will be printed on their bib so that they can easily be identified on arrival and on course.
- Participants will be instructed to stay away from the starting corral until 5 minutes prior to their assigned start time.
- They must start with 5 minutes +/- of their assigned time
- Participants will receive notification when their window to start is open and closed
- They will enter a 300 ft fenced athlete only mask required zone that leads to the start line.
- This zone will be continuously open allowing for the flow of runners to go through as they arrive.
- Runner tracking so spectators can track runners remotely.
- Flags, dots, or other markings will mark a start grid that keeps all participants 6 feet away from other runners
- Each line will move up to the front as the runners ahead start
- Masks/face coverings required until after crossing the start line and separating from other runners by at least 6 feet.
- No spectators in the start area

i e i e

- Race Team will rent porta-potties from McGovern Septic & Waste Removal
- 3-4 sets of 5 porta-potties will be on-site, spaced with 6 feet between them and no more than 5 porta-potties in a pod.
- Ground will be marked outside each porta-potty with dots/flags/cones to keep line socially distanced.
- Hand washing stations will be provided, with soap and signage reminding participants to use it.

- Hand sanitizer will be available in each porta-potty as well as outside each porta-potty.
- Volunteer/staff will be on-site at all times to monitor sanitation of each porta-potty and restock as needed.

i i i e i e

Reduced aid stations with limited touch points. Water will be available in cups at aid stations, set far enough apart for each runner to grab their cup without touching another cup.

- Volunteers/staff will prep each cup while wearing gloves and masks.
 - Volunteers/staff will move the filled cups to the table for pickup one at a time.
 - Participants are encouraged to carry hydration packs or bottle and use their cups to refill their personal hydration to limit the number of aid stations they stop at.
 - Participants must throw their cups in the trash following use
- Participants must move through the aid area promptly. If they cannot, participant must put on a mask/face covering.

e i e i e

- The course is expected to be open from 7:45am to 12:00pm (Half Marathon) 7:45-10:00am (Five Miler) to allow all runners to finish. For the Half Marathon there is a 16 minute mile pace cap, roads can reopen as the last runner (16 minute mile) and race clean up crew move through. The 5 Miler course will be open for a maximum of 120 minutes once the last runner and race clean up crew pass through, roads will reopen.
- Participants may not run 2 or 3 people across because it blocks others from passing safely.
- Volunteers on-course will be limited to police vehicles, EMS, lead bike, sweeper, and a single volunteer at key/easy to miss turns. (IF Municipalities AGREE)
- Road Arrows, Chalking and Signs will be used to reduce the reliance of course marshals.
- Participants will be encouraged to use the RaceJoy tracking app as backup for course markings.
- *If Applicable, need to discuss the turn around off Locust Street, the distance between sides and whether participants will need to wear masks on that section to ensure distance.*

i i e i e i e

- Participants are required to put on their mask/face covering immediately after crossing the finish line. Have additional masks available for any participants that dropped/lost their mask.

- Mark a finish chute of at least 50' before setting up any aid stations or medal pickup to encourage movement away from the finish area.
- Set up X number of stations for participants as they leave the finish area (2-4 depending on number of participants finishing)
- Any food/hydration will be pre-packaged and setup by a volunteer/staff member with gloves for the participant to grab.
 - Each station will have hand sanitizer for the participant and volunteer/staff
 - Medals and/or any shirts still remaining for pickup will be organized and set out for speedy handout, with ample spacing for pickup.
 - Signage on-site will remind participants to leave promptly, with volunteers/staff reiterating the message to anyone lingering.
- Awards will be mailed to winners
- Spectators discouraged from the finish area
 - Live Streaming and RaceJoy will be used to allow others to know when their participant is done.
 - Participants getting picked up should meet their supporters in the parking area rather than at the finish line.

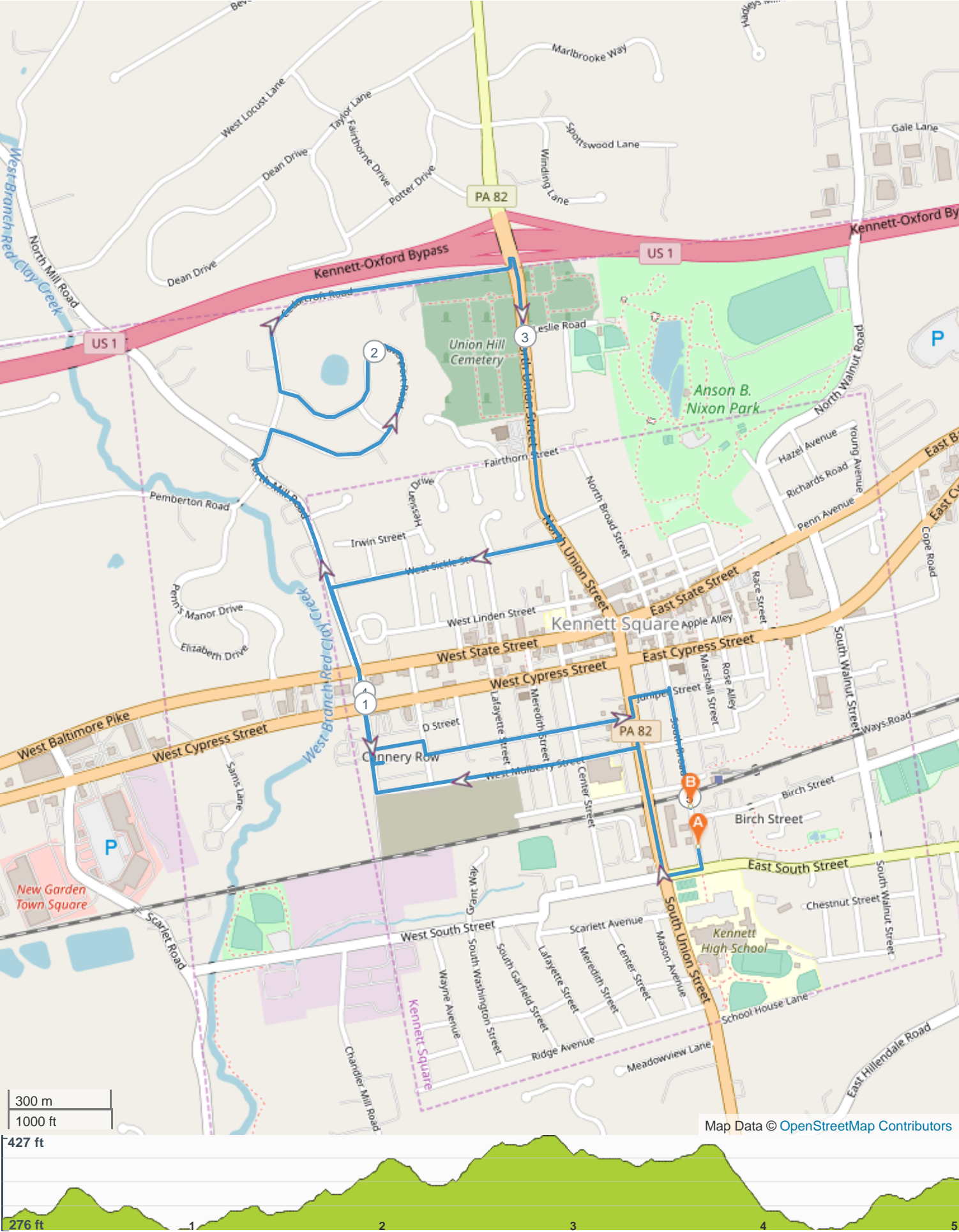
e i i e i e

V ee e e

- Volunteers will have to submit a negative COVID-19 Test 4 days prior to race day.
- Masks will be required of all volunteers and staff
- Hand sanitizer and gloves will be available to all volunteers and staff at all times
- Back-up volunteers will be available for any volunteer who is unable to attend due to COVID-19 exposure or any symptoms of COVID-19 (including but not limited to a fever).
 - Back-up volunteers will be available on race day, but will not show up unless contacted by a volunteer manager.
- All volunteers and staff will be required to attend a pre-race virtual training to review COVID-19 protocols and the measures implemented to keep participants safe.

e i i i e

MCHM 5 Miler



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on South Broad Street
2	0.038	➔	Turn right onto East South Street, PA 82
3	0.107	➔	Turn right onto South Union Street, PA 82
4	0.357	➔	Turn right onto West Mulberry Street
5	0.835	➔	Turn right onto South Mill Road
6	1.491	➔	Turn right onto Cedarcroft Road
7	1.558	➔	Turn right onto Davenport Road
8	1.790	⬅	Turn left onto Donny Road
9	1.800	⬅	Turn left onto Davenport Road
10	2.267	➔	Turn right onto Cedarcroft Road
11	2.834	⤵	Keep left onto Cedarcroft Road
12	2.846	⤵	Turn slight left onto North Unionville Road, PA 82
13	2.855	⤴	Turn sharp right
14	2.862	➔	Turn right onto North Unionville Road, PA 82
15	3.381	➔	Turn right onto West Sickle Street
16	3.805	⬅	Turn left onto North Mill Road
17	4.134	⬅	Turn left
18	4.166	➔	Turn right onto South Mill Road
19	4.191	➔	Turn right
20	4.285	➔	Turn right onto South Washington Street
21	4.311	⬅	Turn left onto Magnolia Street
22	4.691	⬅	Turn left onto South Union Street, PA 82
23	4.725	➔	Turn right onto Juniper Street
24	4.797	⬅	Turn left onto South Broad Street
25	5.023		

Unionville
Historic Architectural Review Board

Certificate of Appropriateness

Date: 4/2/21

Tax Parcel #: _____

Address: #6 CEMETERY LANE

Owner(s): DOUG & PAT MOOBERRY

Request: SIGN BY ROAD
SIGN ON BUILDING
LIGHTING

UHARB Reviewers: ☒ Art Bernardon
☒ Marcy Fenza
~~Reclused~~ ☐ Doug Mooberry
☒ Charlie Shockey

☒ Nina Ginty
☒ Pat Montague

Approved (circle one): yes no Pending

East Marlborough Township Board of Supervisors notification date: 4/2/21

Comments: Nice sign. Similar to Kinloch's sign
next door. Same style lighting as
existing and Kinloch's.

FARMER & CO

HARB Sign Presentation April 1, 2021

COLORS CREAM & DARK RED

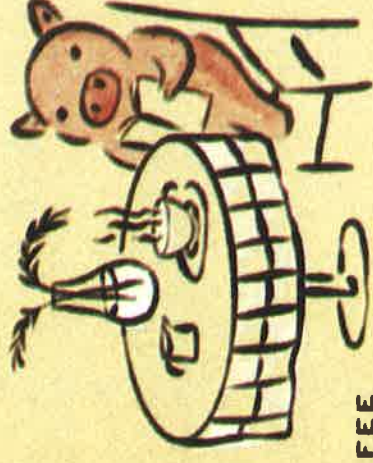
—

About Farmer & Co.

Celebrating local producers in and around Chester County, we aim to highlight and strengthen the connection between those who grow and make wonderful products and the communities they support

- Offering: locally roasted organic coffee, heritage organic pork, pasture-raised eggs, organic veggies, and local baked goods
- Hosting: Morning yoga, local expert lecture series, live acoustic music

JOIN US FOR



COFFEE
BAR

FARMER
& CO



LOCAL SOURCED
CHARCUTERIE

PENNA
PA

Our Signage Proposal

Two signs, one hanging on the front porch for foot traffic, and one in the front yard for car traffic.

1. A 6' x 1.7' wooden front porch hanging sign (10.2sq ft) on a 24'

West Doe Run Road frontage

2. A 4' x 2' painted metal oval freestanding sign (8sq ft) on same 24'

West Doe Run frontage

1. Wooden Hanging Sign - black chain

FARMER & CO

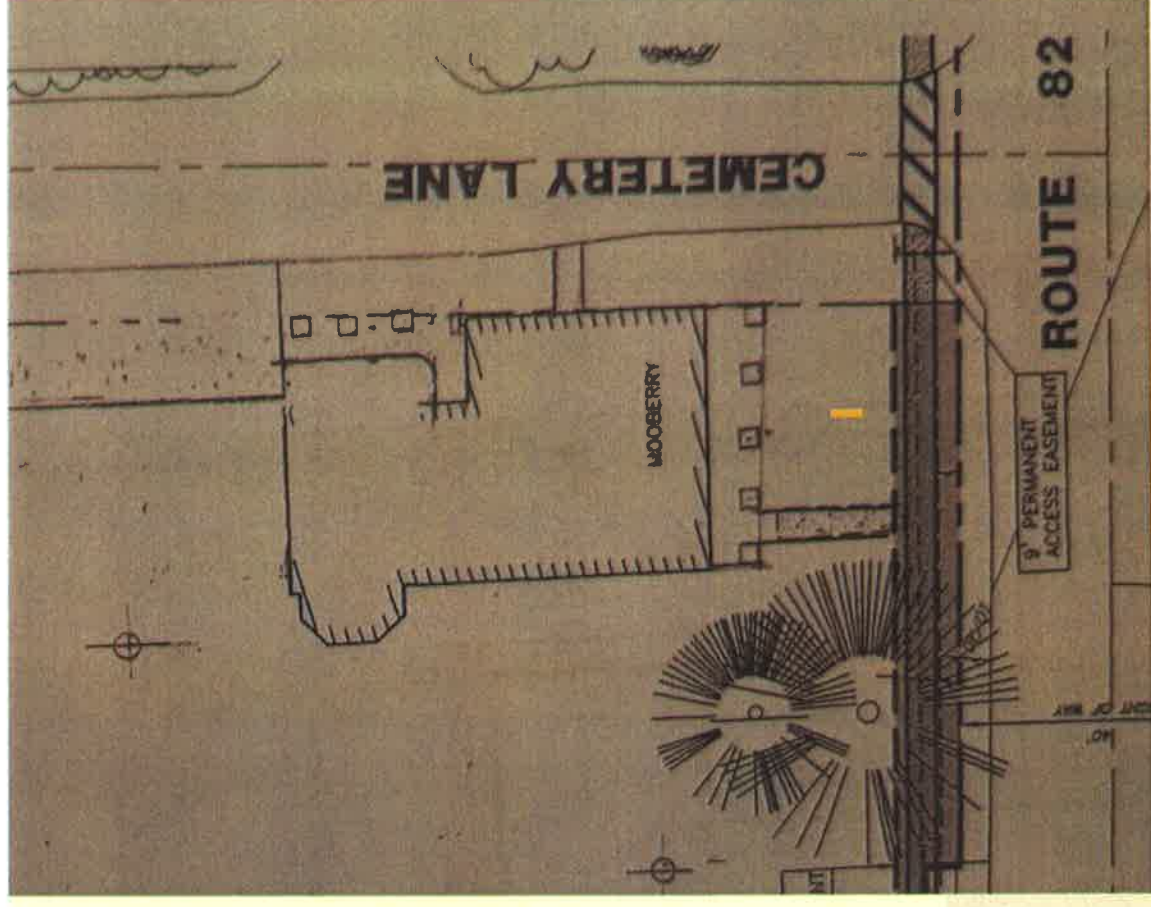
Specifications: 6' wide x 1.7' tall x 1" deep.
Wood front porch hanging sign (10.2sq ft)
secured with two small black chains



2. Metal painted - black iron bracket



Specifications: 4' wide by 2.5' tall by 1" deep. 8' high with iron post (same height and slightly smaller than Kinloch sign next door)
 Location: 15' from curb (same distance as Kinloch next door), roughly centered in front of building. 8' high



Thank you!

M A R K E T



CURATED
BASKETS

FOR
YOU

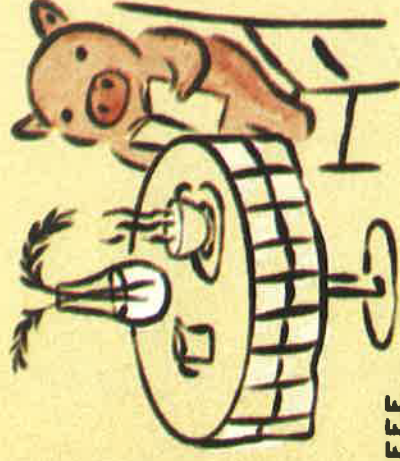
FARMER
& CO



PENNA
PA

LOCAL SOURCED
CHARCUTERIE

JOIN US FOR



COFFEE
BAR

Please contact Jessie Mooberry with any questions:



[Return to Agenda](#)

RICHARD D. ABBOTT

**912 Mitchell Farm Land
Kennett Square, PA 19348**

PERSONAL

Born: Upper Darby, Pennsylvania

[REDACTED]

Residence: East Marlborough Township, Chester County

EDUCATION

MALVERN PREPARATORY SCHOOL, 1966 graduate.

PRINCETON UNIVERSITY, 1970 graduate, AB in English

VILLANOVA UNIVERSITY SCHOOL OF LAW, 1973 graduate, JD

EMPLOYMENT

1973 – 1975, Law Clerk to the President Judge D.T. Marrone of the Court of Common Pleas of Chester County, Pennsylvania

1975 – 1980, Private practice of law.

1976 – 2016, President of Charlton Bloodstock Agency, Inc. which operated, until 2016, a 156 acre Thoroughbred breeding farm in Highland Township, Chester County and acted as a Thoroughbred brokerage throughout the United States.

POSITIONS HELD

PENNSYLVANIA STATE HORSE RACING COMMISSION, Commissioner from 1996 to 2009, appointed by Governor Tom Ridge, reappointed by Governor Ed Rendell. Chairman for three years

ASSOCIATION OF RACING COMMISSIONERS INTERNATIONAL, Board of Directors 2006 to 2009.

CHESTER COUNTY AGRICULTURAL LAND PRESERVATION BOARD, Member 2005 to present.

PENNSYLVANIA BREEDING FUND ADVISORY COMMITTEE, Member from 1996 to 2009.

PENNSYLVANIA HORSE BREEDERS ASSOCIATION, Director 1972 to 1996, President 1982 – 1983 (resigned to become Racing Commissioner), and Director 2010 to 2019, President in 2014.

THOROUGHBRED OWNERS AND BREEDERS ASSOCIATION, Trustee 1994 – 2002.

HIGHLAND TOWNSHIP, CHESTER COUNTY, PA Board of Supervisors 1985 to 2015. Chairman 1990 to 2005.

CONSIGNORS AND COMMERCIAL BREEDERS ASSOCIATION, Board of Directors 2007-2008.

UNITED STATES EQUESTRIAN FEDERATION Licensed judge. Judged many shows throughout the United States and Canada. Including Devon, Upperville, etc.

From: [TIM STEPHENS](#)
To: [Neil Lovekin](#)
Subject: board vacancy
Date: Friday, April 30, 2021 2:18:03 PM
Attachments: [Timothy Stephens.docx](#)

Hello Neil,

I just read about the vacancies on zoning board.

Please consider this email as my letter of interest, and I have included a resume as an attachment.

My family and I have lived in the township for 16 years now, and I would be honored to be able to give back to the community by donating my time and experience to the East Marlborough Township Zoning Hearing Board.

Both my wife and I also work in the township.

If you have any questions for me, please don't hesitate to ask.

Sincerely,

Tim

Tim Stephens
Office: 484.999.4988
Cell: [REDACTED]

Kennett Square, PA 19348



stephensex.com

TIMOTHY STEPHENS

PO BOX 291 Unionville, PA 19375 · [REDACTED]
tim@stephensex.com

EXPERIENCE

1993 – 2000

PROJECT MANAGER, BCCI

Started out of college here (Brandywine Construction Co. Inc.) as an estimator. Gained hands on experience in all facets of commercial utility construction. Roles included laborer, operator, truck driver, estimator, assistant project manager, project manager, and part owner.

2000 – 2012

PROJECT MANAGER, JJID, INC.

Project manager for bridge, highway, and commercial site construction. Projects ranged in value to \$5M. Responsibilities included scheduling for workforce, equipment, and material deliveries. Also responsible for coordination with subcontractors, attending all progress meetings, quality control, safety, and invoicing.

2013 – PRESENT

PRESIDENT, STEPHENS EXCAVATING SERVICE, LLC

President of midsize construction company that provides site work for a variety of clients throughout the tri state area. Projects range in size from \$3K to \$3M. Responsible for every aspect of the company. Current size is approximately 15 employees, 14 trucks, 30 pieces of heavy equipment.

EDUCATION

JUNE 1988

BS CRIMINAL JUSTICE, UNIVERSITY OF DELWARE

JANUARY 1999

BS ENGINEERING TECHNOLOGY, UNIVERSITY OF DELAWARE

**EAST MARLBOROUGH TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 2021-25

ZONING HEARING BOARD ALTERNATE APPOINTMENTS

A Resolution for the Township of East Marlborough, Chester County, Pennsylvania, appointing alternate members to the Zoning Hearing Board.

WHEREAS, the pursuant to Act No. 247 of 1968, known as the Municipal Planning Code, Section 903(b) authorizes the Board of Supervisors to appoint up to three (3) alternate members to the Zoning Hearing Board; and

WHEREAS, the terms for the positions on the Zoning Hearing Board for East Marlborough Township shall be three (3) years; and

WHEREAS, alternate members of the board shall hold no other elected or appointed office in the Municipality nor shall any member be an employee of the Municipality.

NOW, THEREFORE BE IT RESOLVED that East Marlborough Township Board of Supervisors does hereby appoint to the East Marlborough Township Zoning Hearing Board:

<u>Alternate Member</u>	<u>Term Expiration</u>
Richard D. Abbott	2024
Timothy Stephens	2024

Duly presented and adopted by the Board of Supervisors of East Marlborough Township, Chester County, Pennsylvania in a public meeting held this 3rd day of May 2021.

Attest:

BOARD OF SUPERVISORS

Neil Lovekin, Secretary / Manager

Robert B. McKinstry, Jr., Chair

Kathryn M. Monahan, Vice-Chair

Eric Matuszak, Member

John Sarro, Member

Burling Vannote, Member

**PLGIT PARTICIPANT AGREEMENT
ELECTRONIC DEPOSIT CAPTURE PROGRAM**

THIS AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2021, by and among EAST MARLBOROUGH TOWNSHIP, a Township of the Second Class [type of local government] ("Participant"), the PENNSYLVANIA LOCAL GOVERNMENT INVESTMENT TRUST, a Pennsylvania common law trust (the "Trust") and U.S. BANK NATIONAL ASSOCIATION (the "Bank").

RECITALS

WHEREAS, on August 8, 2008 the Board of Trustees of the Trust (the "Board") approved a program to facilitate the deposit of bank drafts into Participant investment accounts in the Trust, known as the desktop deposit capture program (the "Initial Program"), to be offered to certain participants of the Trust to be chosen by PFM Asset Management LLC as the Trust Administrator ("PFM"); and

WHEREAS, on August 14, 2020, the Board expanded the Initial Program to include a more comprehensive scope of electronic deposit services to take advantage of technological advancements and meet the evolving needs of participants to be called the Electronic Deposit Program (the "Program"); and

WHEREAS, on August 14, 2020, the Board selected the Bank to serve as a depository for the Trust and to process the electronic deposit of bank drafts for the Program pursuant to that certain Master Services Agreement dated February 20, 2021 as modified by that certain Letter Agreement between the Bank and the Trust dated September 15, 2020 (the "Master Services Agreement"); and

WHEREAS, the Participant has been chosen by PFM based on the Participant's ability to benefit from the Program; and

WHEREAS, the Trust, at its own discretion, may market the Program to certain participants.

NOW, THEREFORE, the parties agree as follows.

**ARTICLE I
THE PROGRAM**

1.1 Implementation of the Program.

(a) In accordance with the Bank's obligation hereunder and in accordance with the Master Services Agreement between the Trust and the Bank, the Trust agrees to provide the

Participant with an imaging device ("Hardware") and access to information reporting and transaction systems as necessary to allow the Participant to participate in the Program (the "Software" and together with the Hardware, the "Products").

(b) In accordance with PFM's obligation hereunder, the Trust agrees to allow access to the Participant's PLGIT accounts through the Software mentioned in Section 1.1 (a).

(c) In accordance with the Bank's obligation hereunder, PFM shall provide the Participant with specifications for any other necessary equipment, hardware and other software required to use the Software provided in Section 1.1(a), (the "Other Equipment"). The Participant hereby acknowledges responsibility for the procurement and any costs associated with the procurement of the Other Equipment mentioned herein.

(d) In accordance with the Bank's obligation hereunder, the Trust shall provide the Participant with the training necessary in order to allow the Participant to participate in the Program and the Participant agrees to be trained with respect to the Program.

(e) The Participant hereby agrees to use the Products only for the purposes of the Program and acknowledges that any other use of the Products is prohibited.

(f) The Participant hereby agrees that the Hardware is the property of the Trust and that the Trust has the right to request the return of Hardware at its discretion upon three (3) days' written notice to the Participant and the Participant agrees to return such Hardware to the Trust within three (3) days of the receipt of such written request. The Participant hereby agrees that the Software is the property of the Bank and that the Bank has the right to request the cancellation of the Participant's service with Software at its discretion upon three (3) days' written notice to the Participant and the Participant agrees to discontinue using such Software within three (3) days of the receipt of such written request.

(g) PFM has the right to request termination of access to PLGIT accounts via the Software at its discretion upon three (3) days' written notice to the Participant. The Participant acknowledges that PLGIT account access via the Software will be removed within three (3) days of the receipt of such written request.

(h) The Participant will be provided with the one (1) year manufacturer's warranty for the imaging device by the manufacturer. Any replacement, maintenance or repair with respect to the Hardware which is not covered by the warranty, provided by the manufacturers of the Hardware, or which exists after the warranty expires shall be paid for solely by the Participant. However, the Participant may replace the Hardware through the Bank or any vendor ("Compatible Products") as long as the Participant ensures that the Compatible Products meet the Bank's specifications. The Participant shall be liable for the proper maintenance of the Hardware and Compatible Products, if any, at all times.

(i) Neither the Trust nor the Bank shall be liable for any issues arising from installation or ongoing use of the Products or the Compatible Products, if any. The Trust shall not be liable for any troubleshooting associated with the Program or for check deposit processing.

(j) To the extent permitted by law, the Participant shall indemnify and hold the Trust harmless for all loss, cost, damage, and expense, including reasonable expenses for counsel, incurred by the Participant resulting from any claim, demand, action, or suit which is in connection with any action or omission by the Trust with respect to the Program. The indemnification provided in this Section 1.1(j) does not extend to any loss, cost, damage, or expense incurred by the Participant as a result of any claim arising from the bad faith, fraud, willful misfeasance, or gross negligence of the Trust.

(k) To the extent permitted by law, in the absence of gross negligence or willful misconduct on the part of the Bank or any bank vendor who provides systems or services in support of the Program, the Participant shall indemnify and hold the Bank harmless for (and agree to immediately reimburse the Bank for) all damages of any nature (including the cost of reasonable legal fees incurred by the Bank) sought by any entity or person against the Bank under applicable law, regulations, clearinghouse rules, operating circulars or image exchange agreements to which the Bank is bound, or asserted under any legal theory or as a result of breaches asserted against the Bank in connection with the Bank's participation in the provision of the Program. This includes damages from the presentment or negotiation of the original item by any person or resulting from the submission of duplicate images by any person or resulting from claims that the image or substitute item created from an image is bad or is not an accurate and unaltered recreation of the item as originally drawn by the maker/drawer or that the receiver suffered a loss because it received a substitute check or an image, instead of the original.

1.2 Participating in the Program.

(a) After the Participant has been provided with the Products and so long as the Program is in effect, the Participant agrees to image and transmit information pertaining to checks for deposit into the Trust by using the Products provided by the Trust and the Bank or by using Compatible Products.

(b) The Participant agrees to use the Products or Compatible Products, if any, to routinely transmit any checks it receives in payment for goods or services rather than sending the physical check to the Trust's lockbox at the Bank, provided that such Products or Compatible Products, if any, are in good working condition.

(c) The Participant hereby agrees that neither the Bank nor the Trust shall be responsible for incorrect or inaccurate information provided by the Participant to the Bank and the Bank will have no liability as to the results or timeliness of any transaction requiring corrections or completions.

(d) The Participant hereby acknowledges and agrees that the Program and services accessed through the Program may not be uninterrupted or error free. If the Program or services available through the Program are interrupted, the Bank will provide to Participant notice and the Bank will use reasonable efforts to restore the Program as soon as possible.

(e) The Participant hereby gives the same representations and warranties to the Bank for each item or check deposited pursuant to the Program that the Bank, as sending bank or reconverting bank, as applicable, gives pursuant to Check 21, Regulation CC, Subpart D, or

applicable image exchange rules or other agreements that govern the Bank in clearing the items, including clearing house rules, federal reserve board regulations and operating circulars, and bank to bank image exchange agreements.

(f) The Participant agrees to fully cooperate with the Trust, the Bank and PFM with respect to the implementation of the Program. The Participant agrees to provide feedback to PFM regarding the operation of the Program.

(g) The Participant agrees to full responsibility for secure check retention or destruction in accordance with the Participant's own check retention guidelines.

1.3 Functions of the Bank

(a) Other than the payments borne by the Participant discussed in Section 1.1 hereof, the cost of the Program will be paid for by the Trust and shall be added to the monthly service bill by the Bank.

(b) The Bank will determine the appropriate imaging device for the Participant. The Bank shall send the Products to and request any other information needed to implement the Program from the Participant at PFM's request.

(c) The Bank will work with the Participant with respect to implementation of the Program. Such implementation shall include, but is not limited to, providing ordinary customer service during Bank's regular business hours to the Participant in operating the Program.

(d) The Bank will provide PFM with access to the Bank's electronic deposit services ("Electronic Deposit Services"), Mobile Remote Deposit Services ("Mobile Deposit Services"), Image Cash Letter Services, and the Bank's online reporting platform, SinglePoint® ("SinglePoint"), in order to allow PFM's operations group to view information input by the Participant.

1.4 Functions of PFM

(a) PFM shall allow access to the Participant's PLGIT account through the Software mentioned in Section 1.1 and shall credit the Participant's account for assets that are deposited through the use of the Program.

(b) The Participant hereby authorizes PFM to gain access to Electronic Deposit Services, Mobile Deposit Services, Image Cash Letter Services, and SinglePoint which will allow PFM to view information input by the Participant so that PFM may credit the Participant's account and complete other operational requirements of the Trust.

ARTICLE II LIMITATION OF LIABILITY

Neither the Trust nor the Bank shall be liable for any error in judgment or mistake of law or for any loss suffered as a result of the Program. The foregoing shall not limit the Participant's liability with respect to any breaches by it of this Agreement.

The Trust is a common law trust. The Participant and anyone relying on this Agreement is expressly put on notice of the limitation of liability of any shareholder, trustee, initial settlor, officer or employee of the Trust as set forth in Article V of the Trust's Declaration of Trust and agrees that, with respect to obligations assumed by the Trust pursuant to this instrument, such party will not seek satisfaction of any such obligation from any shareholder, trustee, initial settlor, officer or employee of the Trust, individually, but only from the trust estate. Nor shall such party seek satisfaction of any such obligation from any shareholder, trustee, initial settlor, officer or employee of the Trust solely on the basis of his, her or its status as a shareholder, trustee, initial settlor, officer or employee of the Trust. Any person signing this instrument on behalf of the Trust is not signing as or bound hereunder as an individual, but only in his or her capacity as a shareholder, trustee, initial settlor, officer or employee of the Trust, subject to the aforementioned limitations of liability.

ARTICLE III DURATION AND TERMINATION

3.1 Duration of Agreement.

(a) The term of the Agreement shall commence on _____, 2021 and shall remain in full force and effect for an initial term of one (1) year. The Agreement shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless the Bank, the Trust or the Participant gives written notice of termination to the other parties at least forty-five (45) days prior to the expiration of the initial term or any extension or renewals thereof.

(b) Notwithstanding the provisions of Section 3.1(a) of this Agreement, the Participant and the Trust may terminate the Agreement upon forty-five (45) days' written notice to the other party and if terminated by the Participant upon return of the Products to the Trust.

(c) Notwithstanding anything contained herein to the contrary, the provisions of Sections 1.1(j) and (k) and Article II shall survive the termination of this Agreement.

ARTICLE IV MISCELLANEOUS

4.1 Severability. If any provision of this Agreement shall be held invalid under any applicable statute or regulation or by a decision of a court of competent jurisdiction, such invalidity shall not affect any provision of this Agreement that can be given without the invalid provision and, to this end, the provisions hereof are severable.

4.2 No Third Party Beneficiaries. Nothing herein contained shall confer any right upon any person other than the parties hereto.

4.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the jurisdiction and laws of the Commonwealth of Pennsylvania. Except for assignments by the Bank arising as a matter of law following a merger or acquisition, the parties to this Agreement may not assign this Agreement without the remaining parties' prior written consent.

4.4 Notices. Notices or consent of any kind required or permitted under this Agreement shall be in writing and shall be deemed duly delivered if delivered in person or if mailed by certified mail, return receipt requested, postage paid, to the appropriate party as follows:

(a) If to the Participant:

East Marlborough Township
Attn.: Neil G. Lovekin, Township Manager
721 Unionville Road
Kennett Square, PA 19348

(b) If to the Trust:

(c) If to the Bank:

4.5 Entire Agreement. This Agreement, including the above Recitals (which are incorporated into this Agreement by this reference), constitutes the entire agreement among the parties hereto with respect to the subject matter hereof.

4.6 Counterparts. This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this PLGIT Participant Agreement to be executed by their authorized representatives as of the date set forth in the first paragraph of this Agreement.

EAST MARLBOROUGH TOWNSHIP

By: Neil G. Lovekin

Title: Township Manager

PENNSYLVANIA LOCAL GOVERNMENT
INVESTMENT TRUST

By: _____

Title: _____

U.S. BANK NATIONAL ASSOCIATION

By: _____

Title: _____

[Return to Agenda](#)

To: Board of Supervisors
From: Jeffrey D. Simpson
Date: April 26, 2021
Subject: Bid Awards

The Municipal Cooperative of Southern Chester County is recommending the following bid results from April 8, 2021 be awarded to the following vendors:

LINE PAINTING:	Alpha Space Control Co., Inc. 1580 Gabler Rd Chambersburg, PA 17201	\$39,657.70
STONE:	New Enterprise Stone & Lime Co., Inc. DBA Martin Limestone, Inc. 74 Kurtz Rd Denver, PA 17517	\$42,081.75
ROAD OILS:	AMS PO Box 387 Center Valley, PA 18034	\$9,180.00

[Return to Agenda](#)

To: Board of Supervisors
From: Jeffrey D. Simpson
Date: April 27, 2021
Subject: Equipment Sale

The Public Works Department would like to sell the following surplus equipment:

- 1996 John Deere Gator 4x2
- 2013 Tiger WildKat flail mower (Tractor NOT included)
- Plate Compactor
- Line Painter
- Hydraulic truck Conveyor
- Moon Paver attachment



Hydraulic Truck Conveyor



Tiger WildKat Mower



Plate Compactor



Line Painter



John Deere Gator



Moon Paver

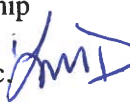


[Return to Agenda](#)

MEMORANDUM

Project No. 23425.52

TO: Board of Supervisors, East Marlborough Township

FROM: Lisa Donlon, P.E., VanDemark & Lynch, Inc. 

**RE: Longwood Gardens
West Conservatory Project
Escrow Recommendation**

DATE: April 28, 2021

We have reviewed the construction cost estimate prepared by the applicant's engineer. The submitted estimate included all sitework and landscaping necessary to complete the project. We have narrowed down the scope of the security to just those items required to safeguard the health and wellbeing of the public, and those quantities required by Ordinance.

Listed below is a summary of our recommended escrow amount for the project. A detailed schedule of items and values is attached to this memorandum.

ITEM	COST
Mobilization/Demobilization	\$61,899.00
Erosion & Sediment Control:	\$275,316.25
Earthwork:	\$94,500.00
Storm Sewer	\$1,261,649.10
Landscaping	\$519,710.00
Miscellaneous	\$215,800.00
Construction Inspection (Approx. 5%)	\$121,000.00
Contingency (10%)	\$254,987.00
Total =	\$2,804,861.35

Attachments: **Escrow Schedule (2 pages)**

cc: Ross Unruh/Ryan Jennings, Esq.
Chris Poterjoy, P.E., Pennoni Associates

Escrow Estimate Worksheet

Project Name: Longwood Gardens - West Conservatory
Project Number: 23425.52

ITEM	QUANTITY	UNIT	COST	ITEM COST
Erosion & Sediment Control:				
Erosion Control Maint./Repairs	1 LS	\$	51,275.00	\$ 51,275.00
Slope Matting	7,161 SY	\$	2.50	\$ 17,902.50
Compost Filter Sock	2,781 LF	\$	4.00	\$ 11,124.00
Diversion Sock	1,850 LF	\$	12.00	\$ 22,200.00
Inlet Protection	101 EA	\$	250.00	\$ 25,250.00
Orange Const. Fence	5,277 LF	\$	3.00	\$ 15,831.00
Tree Protection Fence	2,950 LF	\$	4.00	\$ 11,800.00
Rock Const. Ent.	3 EA	\$	2,500.00	\$ 7,500.00
Sediment Basins				
Cuts/Fills	12,000 CY	\$	3.50	\$ 42,000.00
Dewatering Facility	3 EA	\$	500.00	\$ 1,500.00
Mountable Berm	3 EA	\$	1,200.00	\$ 3,600.00
Rock Filter Outlet	3 EA	\$	600.00	\$ 1,800.00
Skimmer	3 EA	\$	2,100.00	\$ 6,300.00
Plywood Baffle	497 LF	\$	35.00	\$ 17,395.00
Sed Basin Maint/De-Silt	3 LS	\$	5,000.00	\$ 15,000.00
Sediment Traps				
Cuts/Fills	1,900 CY	\$	3.50	\$ 6,650.00
Temp. Riser	2 EA	\$	500.00	\$ 1,000.00
Sed Trap Maint/De-Silt	2 LS	\$	5,000.00	\$ 10,000.00
Temp. Stabilization (Stockpiles)	7,925 SF	\$	0.15	\$ 1,188.75
Conc. Washout	1 EA	\$	1,500.00	\$ 1,500.00
Conc Washout Maint.	1 LS	\$	4,500.00	\$ 4,500.00
Earthwork				
Strip Topsoil	14,000 CY	\$	1.50	\$ 21,000.00
Re-Spread Topsoil	14,000 CY	\$	2.75	\$ 38,500.00
Cuts/Fills	5,000 CY	\$	3.50	\$ 17,500.00
Amended Soils	2,500 CY	\$	7.00	\$ 17,500.00
Stormsewer				
4" Underdrain	1,510 LF	\$	9.65	\$ 14,571.50
Underdrain Stone Backfill	224 CY	\$	10.00	\$ 2,240.00
Non-Woven Geotextile	2,848 SY	\$	2.20	\$ 6,265.60
6" HDPE	1,181 LF	\$	40.00	\$ 47,240.00
8" HDPE	571 LF	\$	41.00	\$ 23,411.00
12" HDPE	884 LF	\$	43.00	\$ 38,012.00
15" HDPE	5,261 LF	\$	45.00	\$ 236,745.00
18" HDPE	489 LF	\$	50.00	\$ 24,450.00
24" HDPE	682 LF	\$	60.00	\$ 40,920.00
30" HDPE	146 LF	\$	65.00	\$ 9,490.00
36" HDPE	393 LF	\$	80.00	\$ 31,440.00
15" RCP	170 LF	\$	45.00	\$ 7,650.00
18" RCP	347 LF	\$	50.00	\$ 17,350.00
24" RCP	408 LF	\$	60.00	\$ 24,480.00

Escrow Estimate Worksheet

Project Name: Longwood Gardens - West Conservatory
Project Number: 23425.52

ITEM	QUANTITY	UNIT COST	ITEM COST
36" Head/End wall	2 EA	\$ 80.00	\$ 160.00
Manhole	14 EA	\$ 3,500.00	\$ 49,000.00
M top Inlet	16 EA	\$ 2,500.00	\$ 40,000.00
C top Inlet	31 EA	\$ 2,500.00	\$ 77,500.00
12"x12" Area Drain	21 EA	\$ 2,500.00	\$ 52,500.00
9"x9" Garden Drain	85 EA	\$ 2,500.00	\$ 212,500.00
13"x24" Runnel Drain	17 EA	\$ 2,500.00	\$ 42,500.00
"T" connection	54 EA	\$ 2,500.00	\$ 135,000.00
Catch Basin	26 EA	\$ 2,500.00	\$ 65,000.00
Outlet Structure	4 EA	\$ 5,000.00	\$ 20,000.00
Anti Seep Collar	4 EA	\$ 1,500.00	\$ 6,000.00
Drain valve	3 EA	\$ 900.00	\$ 2,700.00
River Rock	21 CY	\$ 105.00	\$ 2,205.00
R4 Aprons	243 CY	\$ 133.00	\$ 32,319.00
Landscaping			
Parking Lot Trees			
2.5" to 3" Caliper Shade Trees	17 EA	\$ 500.00	\$ 8,500.00
Buffer Plantings			
2.5" to 3" Caliper Shade Trees	29 EA	\$ 500.00	\$ 14,500.00
5' to 6' Evergreen Trees	97 EA	\$ 350.00	\$ 33,950.00
Parking Lot Screening Trees			
2.5" to 3" Caliper Shade Trees	10 EA	\$ 500.00	\$ 5,000.00
5' to 6' Evergreen Trees	5 EA	\$ 350.00	\$ 1,750.00
5' to 6' Understory Trees	11 EA	\$ 300.00	\$ 3,300.00
2' Shrubs	54 EA	\$ 65.00	\$ 3,510.00
Specimen Tree Replacement			
6" Caliper Shade Trees	145 EA	\$ 2,800.00	\$ 406,000.00
Seeding			
Meadow Seeding	180,000 SF	\$ 0.15	\$ 27,000.00
Lawn Seeding	108,000 SF	\$ 0.15	\$ 16,200.00
Miscellaneous:			
Construction Stakeout	1 LS	\$ 10,000.00	\$ 10,000.00
Parking Area Lighting	26 EA	\$ 4,500.00	\$ 117,000.00
Fire Hydrants	6 LS	\$ 5,300.00	\$ 31,800.00
8" DIP Water Line	640 LF	\$ 50.00	\$ 32,000.00
Traffic Signs	30 EA	\$ 250.00	\$ 7,500.00
Critical Stage Inspections	1 LS	\$ 7,500.00	\$ 7,500.00
As-Built Survey	1 LS	\$ 10,000.00	\$ 10,000.00
Inspection (approx. 5% of constr.)	1 LS	\$ 121,000.00	\$ 121,000.00
Estimated Construction Cost			\$ 2,549,874.35
Contingency @ 10%			\$ 254,987.00
Recommended Escrow Amount			\$ 2,804,861.35



**VANDEMARK
& LYNCH, INC.**
ENGINEERS • PLANNERS • SURVEYORS

4305 MILLER ROAD
WILMINGTON, DE 19802-1901
(302) 764-7635 FAX (302) 764-4170
www.vdleng.com

MEMORANDUM

Project No. 20300.52

TO: Board of Supervisors, East Marlborough Township

FROM: Lisa Donlon, P.E., VanDemark & Lynch, Inc. 

**RE: Plan Review Summary
Longwood Gardens West Conservatory Project**

DATE: April 28, 2021

To assist the Township in its review process, we are providing this summary of our review for the referenced project. All items mentioned in our previous review of the plan have been resolved, provided:

1. The applicant provides verification from the Fire Marshal and Longwood Fire Chief that all their issues have been addressed. (Comments #1 and #17)
2. A copy of the Operations and Maintenance agreement is provided, and recorded with the approved Post Construction Stormwater Management Plans, prior to construction. (Comment #26)
3. The Financial Security Agreement and Land Development Agreement are executed prior to construction. (Comment #27)

Our complete review letter is attached. If you have any questions, please call.

Attachment

cc: Planning Commission
Ross Unruh, Esq.
Lisa Thomas, R.L.A., Glackin Thomas Panzak
Gerald Baker, P.E., Traffic Planning and Design
Chris Poterjoy, P.E., Pennoni Associates
Charlie Shock, Building Inspector



VANDEMARK & LYNCH, INC.

ENGINEERS • PLANNERS • SURVEYORS

4305 MILLER ROAD
WILMINGTON, DE 19802-1901
(302) 764-7635 FAX (302) 764-4170
www.vandemarklynch.com

April 28, 2021

Project No. 23425.52

Board of Supervisors
EAST MARLBOROUGH TOWNSHIP
721 Unionville Road
Kennett Square, PA 19348

Attn: Neil Lovekin, Township Manager

**RE: Longwood Gardens – West Conservatory Project
Revised Land Development Plan Review**

As requested, we have reviewed the following documents submitted in support of the referenced project:

- An 88 sheet set of Preliminary Land Development Plans, last revised February 24, 2021, prepared by Pennoni Associates, Inc. (PAI);
- A Post Construction Stormwater Management Report for Longwood Gardens West Conservatory Project, last revised December 9, 2020, prepared by PAI;
- A copy of the NPDES permit for the project (PAC150235)
- A response letter from PAI, dated March 5, 2021
- A cost estimate for public improvements prepared by PAI, dated March 5, 2021.

The above documents were received via email in our office on March 5, 2021.

The project was granted Preliminary/Final Land Development Approval at the October 5, 2020 Board of Supervisors Meeting, subject to resolution of comments from the Township consultants.

Listed below are the comments from our September 28, 2020 review letter, followed by a response in **bold face type**, indicating what action has been taken to resolve the comment. Comment numbers are non-sequential because previously resolved comments have been deleted.

Zoning Ordinance (ZO):

1. The proposed buildings will be connected to each other and existing buildings via underground passage ways, and we have considered them as a single building for purposes of compliance with the building separation requirements of Section 1103.F. A minimum of 24' is shown between ground level structures. The plans should be provided to the Longwood Fire Chief for review of emergency equipment access to the building perimeters.

9/4/20 Response: The applicant's response letter indicates that they are coordinating with both the Longwood Fire Chief, and the Township Fire Marshal. The plans should be revised per the Fire Marshal's August 11, 2020 letter, and any comments provided by the Longwood Fire Chief.

9/28/20 and Current Response: The current submission includes a response to the Township Fire

Marshal's August 11, 2020 letter, and indicates that they are working with the Longwood Fire Chief to resolve his comments. This item is resolved, subject to the Fire Marshal and Longwood Fire Chief confirming their issues have been addressed.

2. The applicant's traffic letter indicates that there will be no change in the number of paid visitors to the site, no changes to visitor parking are proposed, and the proposed Administration Building will house a total of 147 employees (29 of which will be part time). The plans indicate that there will also be an Event Space, with a capacity of 483 guests.

The plan provides 127 parking spaces (including 8 handicap accessible spaces and 8 EV charging spaces) in a lot adjacent to the new Administration Building, and there are another 217 spaces in an existing lot approximately 600 feet south of the new Administration Building (344 total). Overall, there is a net loss of 14 spaces from the existing to proposed condition.

Per §1812.A.1.b.ii, the required parking for Botanical Garden is one space for each employee, plus additional depending on the intensity of the proposed use, subject to approval by the Board of Supervisors. The table below summarizes the parking demand for the site, based on information provided by the applicant.

Use	Area (SF)	# Spaces Req'd	Total # Spaces Req'd
Office	16,550 sf x 3 stories= 49,650 sf	1/300	166
Office Employee	-	1/Employee	147
Event Staff	-	483 guests/2 x 10%*	25
Total Required	-	-	338 (plus additional as required by the Board)
Total Provided	-	-	344 (incl. HC & EV)

*Guest parking will be in the existing guest parking areas

The Board should determine if the provided parking is adequate. (§1812.A.1.b)

9/4/20 and 9/28/20 Response: The applicant's response letter indicates that they will discuss parking requirements with the Board of Supervisors.

Response: The minutes of the 9/29/20 Planning Commission meeting indicate that the parking is adequate. This item is resolved.

5. The average to minimum uniformity ratio should be added to the lighting plan. (§1812.G.2)

9/4/20 Response: The applicant's Engineer has indicated that revised Lighting Plans will be submitted.

9/28/20 Response: The current submission includes a revised lighting plan, and a letter from the applicant's lighting consultant requesting the Township reconsider their lighting requirements for the portions of the project where pedestrians and vehicles will not be in conflict. An additional fixture should be added to bring the minimum average footcandle level on the crosswalk to between 0.6 and 0.8, and the extents of the areas used in the average to minimum ratios shown on the plans should be delineated. We defer to Glackin Thomas Panzak as to the merits of the lower lighting levels proposed for

the pedestrian areas of the grounds as discussed in the letter from the applicant's lighting consultant.

Response: GTP's March 23, 2021 letter indicates all lighting plan issues have been addressed. This item is resolved.

9. A plan and restrictive covenant for restoring the canopy of the wetlands and Riparian Buffer over the entire site (both TP 61-5-57 and TP 61-6-54), in accordance with the standards in §1820.D.2 should be submitted. Note that per 1820.E, the applicant can request modifications to the requirements of Sections 1820.B and 1820.D, at the discretion of the Board. (§1820.D.1, 1820.D.3, 1820.D.4)

9/4/20 and 9/28/20: The applicant's response letter indicates that they will be planting and seeding the disturbed area of Outer Wetland Buffer so as to blend in with the existing meadow surrounding it, and they are planting new trees in the area. Their opinion is that the proposed planting meets the intent of §1820.D.2. Section 1820.D.1 requires the entire area of wetland and/or Riparian Buffer, anywhere on the tract, to be planted to provide a minimum of 200 trees per acre of wetland and/or riparian buffer zone. We suggest the Board and applicant discuss potential modifications to the requirements of Sections 1820.B and 1820.D.

Response: The Planning Commission recommended flexibility on riparian buffer requirements at its 9/29/20 meeting, and the Board approved the plans based on recommendations from the Planning Commission. This item is resolved.

11. The plan proposes removal of several specimen trees. The applicant is requesting a variance from §1822.D.1 to remove no more than 28 specimen trees (24 within the project area, and 4 elsewhere on Longwood property). (§1822.D.1)

9/4/20 and 9/28/20 Response: The applicant's response letter indicates that they have gotten permission to remove two of the trees in question due to them being dead, dying, or diseased, and they have submitted information to verify 5 more of the trees in question are dead, dying, or diseased. The Zoning relief request has therefore been revised to encompass the removal of 21 specimen trees. The Zoning Hearing Board should determine whether or not to grant the requested relief.

Response: The Board authorized the tree removal at their 10/5/20 meeting. This item is resolved.

12. The Planning Commission and Environmental Advisory Council should review the materials that have been presented by the applicant and consider whether or not it is likely that the project will have an adverse impact on public natural or historic resources. (§1825.D)

9/4/20 and 9/28/20 Response: No further comment; the Planning Commission and/or Environmental Advisory Council should consider whether or not it is likely that the project will have an adverse impact on public natural or historic resources.

Response: The Planning Commission has recommended approval. This item is resolved.

13. Longwood Gardens is on the National Register of Historic Places, which makes it a Class 1 Historic Resource. The applicant should coordinate with the Zoning Officer and Historical Commission as to whether or not any of the buildings to be removed are historic, and any landscaping or screening

required to buffer remaining historic buildings from the new construction. (§2406.A.1, §2407, §2408, §2413)

9/4/20 Response: The applicant's response letter indicates that they will be submitting a Building/Demolition permit for the project shortly, and will discuss this issue with the Historical Commission. We suggest that the applicant start that process as soon as possible, since any required screening or buffering could impact the scope and layout of the proposed improvements.

9/28/20 Response: We understand that the applicant attended the September 21, 2020 Historic Commission meeting to discuss the project, but have not received any documentation of what (if any) screening and/or buffering may be required. The plans should be revised as required to address any comments from the Historic Commission.

Response: The minutes of the 9/29/20 Planning Commission meeting indicate that the Historical Commission recommends approval. This item is resolved.

Subdivision and Land Development Ordinance (SLDO)

14. The submitted plans are on 36"x48" sheets. The applicant is requesting a waiver from the Section 502.B requirement for a 34"x44" maximum sheet size. Due to the size and complexity of this project, and the difficulty in showing the entire site in sufficient detail on a smaller sheet, on we have no technical objection to the requested waiver. The Board should determine whether or not to grant the requested waiver. (§502.B)

9/4/20 and 9/28/20 Response: No further comment. The Board should determine whether or not to grant the requested waiver.

Response: The requested waiver was granted at the 10/5/20 Board of Supervisors meeting. This item is resolved.

16. The applicant is requesting a waiver from the Section 502.C.13 requirement for a shadow analysis. Due to the distance between the proposed development and any adjacent properties, we have no technical objection to the requested waiver. The Board should determine whether or not to grant the requested waiver. (§502.C.13)

9/4/20 and 9/28/20 Response: No further comment. The Board should determine whether or not to grant the requested waiver.

Response: The requested waiver was granted at the 10/5/20 Board of Supervisors meeting. This item is resolved.

17. The plans should be provided to the Longwood Fire Chief for review of fire hydrant location and piping. (§503.C.4)

9/4/20 and 9/28/20 Response: The applicant's response letter indicates that they are coordinating with the Longwood Fire Chief. The plans should be revised as required to address any comments from the Longwood Fire Company and Township Fire Marshal.

Response: The current submission does not include the mountable curb radii requested by the Longwood Fire Chief. We understand the applicant's engineer is discussing the issue with the Fire Chief. The applicant should provide verification from the Longwood Fire Chief that all issues have been resolved.

Stormwater Management Ordinance (SWMO)

18. The project will require an NPDES permit, and letter of adequacy from the Chester County Conservation District. These documents should be forwarded to the Township when available. (§301.C.2, 302, 303, 403.A, 404.B)

9/4/20 and 9/28/20 Response: The applicant's response letter indicates that they will provide the requested documentation when available. This item is resolved, subject to Township receipt of the Letter of Adequacy and NPDES permit.

Response: We have received a copy of the NPDES permit for the project. This item is resolved.

24. Post Construction Stormwater Management Plan Note 12 on sheet CS9000 should be updated to reference the date of the Stormwater Management Report. (§402)

9/4/20 and 9/28/20 Response: The note has been revised as requested. This item is resolved, subject to the note being updated as may be required for all future submissions.

Response: The note refers to the current SWM report. This item is resolved.

26. An Operation and Maintenance Agreement is required for the proposed stormwater management facilities. The applicant should provide a copy of the Operation and Maintenance agreement to the Township prior to final plan approval, and the document should be recorded with the Chester County Recorder of Deeds prior to construction. (§402.F.2, 703.A.7)

9/4/20,9/28/20 Response: The applicant's response letter indicates that they will provide a copy of the O&M agreement under separate cover. This item is resolved, subject to the Township being provided a copy of the O&M agreement prior to Final Plan approval, and the agreement and approved plans being recorded prior to construction.

Response: The applicant's cover letter indicates that the O&M agreement will be submitted under separate cover. This item is resolved. The O&M agreement will need to be recorded, and a copy of the recorded document provided to the Township, prior to issuance of a building permit for this project.

27. Financial security for the proposed stormwater management and erosion and sediment control facilities will need to be provided prior to final plan approval. (§403.G)

9/4/20 and 9/28/20 Response: The applicant's response letter indicates that they will provide an estimate for financial security under separate cover. This item is resolved, subject to our review of the estimate, and execution of a Financial Security Agreement prior to recordation of the plans.

Response: We have reviewed the submitted financial security estimate. Our recommendation is detailed in a separate letter. This item is resolved, subject to the Financial Security Agreement being

executed before the plans are released for recording.

34. It does not appear that the drainage area used in the calculations to size sediment basin 1 includes the entire area tributary to the basin. The pre-developed drainage calculations indicate there are 18.91 acres draining to the basin, while the basin sizing calculations use a tributary area of 12.93 acres. The sediment basin should be redesigned to account for all area tributary to it. The sediment basin drainage area along Conservatory Road on sheet CS8009 should also be revised to reflect the existing drainage patterns, rather than those after grading is complete.

9/28/20 Response: The plans have been revised to more accurately reflect the drainage area to the sediment basins. The revised sediment basin data given on sheet CS8503 contains a typographical error in the permanent and temporary riser elevations which should be corrected.

Response: We received an updated sheet C-8503 on March 25, 2021, which corrected the typographical errors. This item is resolved.

If you have any questions, please call.

Sincerely,

VanDemark & Lynch, Inc.

Township Engineers



Lisa Donlon, P.E.

cc: Ross Unruh, Esq.
Lisa Thomas, R.L.A., Glackin Thomas Panzak
Christopher Poterjoy, P.E., Pennoni Associates
Charles Shock, Zoning Officer/Building Inspector

[Return to Agenda](#)

April 26, 2021

Neil Lovekin, Township Manager
East Marlborough Township
721 Unionville Road
Kennett Square PA 19348

Dear Mr. Lovekin:

As in past years, Longwood Gardens is planning for another exciting summer season in 2021, including the return of our Main Fountain Garden Fountain and Fireworks Performances. We realize, however, that certain challenges experienced during 2020 are still with us and that plans could change, and Longwood has been steadfast in adhering to all state and federal regulations during the entirety of the COVID pandemic and plan to continue that path. We have programmed six evenings of special shows that include fireworks for 2021, with crowd capacity limits and adherence to all required regulations noted and in place.

The dates we have set for the 2021 fireworks shows, pending the Township approval, are as follows:

1. Saturday, July 3, at 9:15 pm (rain date is July 4)
2. Saturday, July 17, at 9:15 pm (rain date is July 18)
3. Saturday, August 7, at 9:15 pm (rain date is Aug. 8)
4. Sunday, September 5, at 8:15 pm (rain date is Sept. 6)
5. Saturday, September 25, at 8:15 pm (rain date is Sept. 26)
6. Saturday, October 23, at 8:15pm (rain date Oct. 10 or 24)

I believe in the past, we have forwarded the Township copies of the insurance certificate from the fireworks company in advance of the show dates. I will be happy to do so again this coming year once we receive it.

We plan to have Longwood representation at a Township meeting to address any questions, presumably at the May meeting. Please let us know if you have any questions.

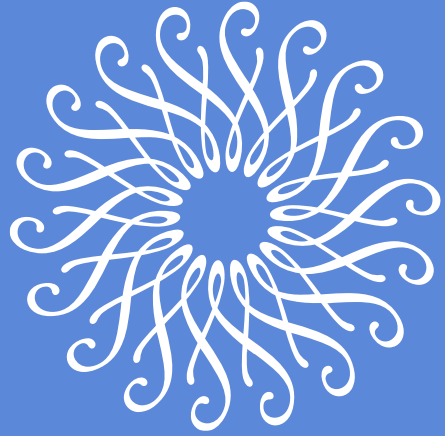
Thank you for your consideration.

Sincerely,



Chris Benevento
Vice President, Guest Services and Operations
610 388 5307
cbenevento@longwoodgardens.org





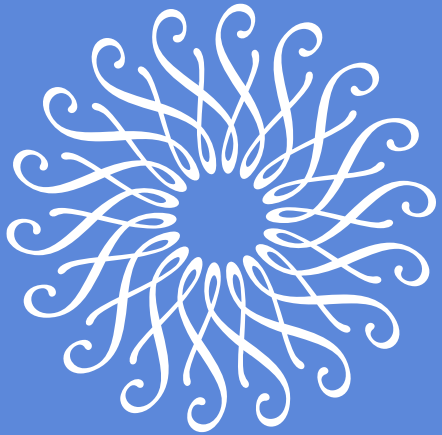
LONGWOOD
GARDENS

April 27, 2021

Longwood Gardens

Fireworks and Fountains Display Dates and Operations

LONGWOOD
GARDENS



Fireworks and Fountains Display Dates

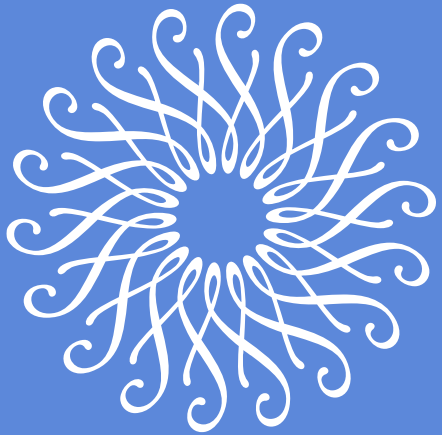
Fireworks & Fountains

Proposed Dates: (Rain Dates are scheduled as the following day)

1. Saturday, July 3rd
2. Saturday, July 17th
3. Saturday, August 7th
4. Sunday, September 5th
5. Saturday, September 25th
6. Saturday, October 23rd



LONGWOOD
GARDENS



*Fireworks and Fountains
Attendance and Seating*

Following State and County Guidelines

Longwood Gardens attendance and seating model follows Pennsylvania State and County Guidelines, accounts for social distancing, and maintains a low-touch approach.

- Attendance – 1,260 guests
 - This is 25% of available capacity within the Main Fountain Garden area.
 - Assures ample space to social distance
 - Face covering compliance maintained to align with State guidance and regulations.
- Seating – Guests Bring Their Own Chair
 - Guests handle their own chairs, placing them in designated seating areas, Staff to monitor placement to maintain proper compliance.
 - Ample space is available for social distancing / spacing of chairs



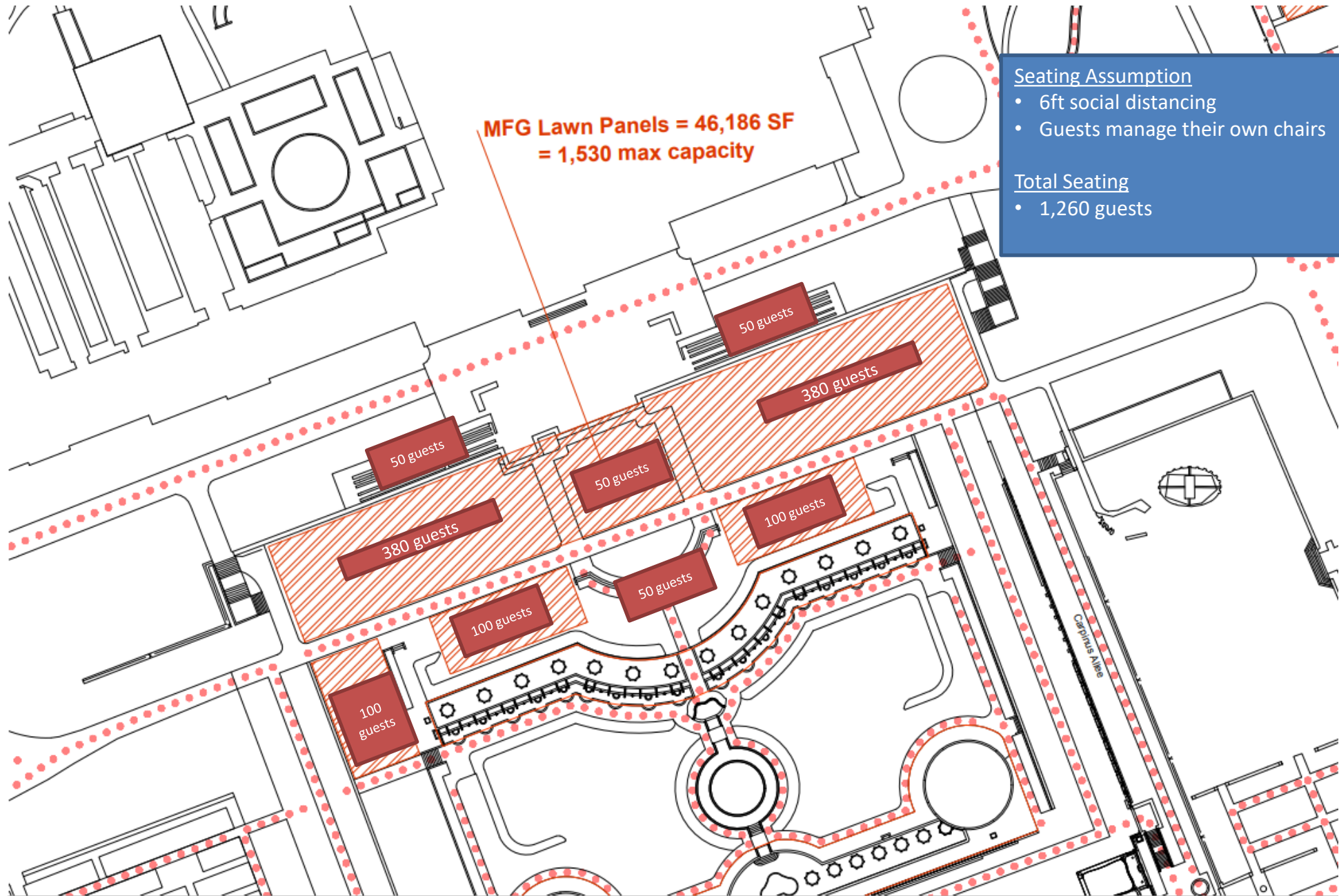
**MFG Lawn Panels = 46,186 SF
= 1,530 max capacity**

Seating Assumption

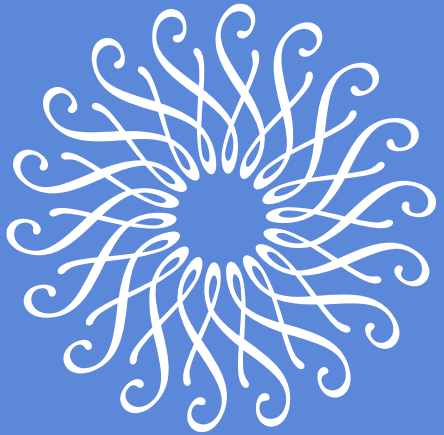
- 6ft social distancing
- Guests manage their own chairs

Total Seating

- 1,260 guests



LONGWOOD
GARDENS



*Fireworks and Fountains
Public Safety*

Public Safety

Following all State and Chester County Health Department Guidelines related to COVID-19

- Emergency Operations
 - East Marlborough Police Department
 - Longwood Fire Department
 - Chester County Department of Emergency Services
 - Pennsylvania State Police
- Parking & Transportation
 - On-site parking team
 - Fire Police
 - East Marlborough Police



SUBDIVISION AND LAND DEVELOPMENT AGREEMENT

THIS AGREEMENT made as of this 25th day of April, A.D. 2021, by and between East Marlborough Township, Chester County, Pennsylvania, a Township of the Second Class, with offices at 721 Unionville Road, Kennett Square, PA, 19348 (“Township”); and Longwood Preserve LLC a Delaware limited liability company, with an address of 39687 Seaside Avenue, Bethany Beach, Delaware 19930 (“Developer”).

BACKGROUND:

- A. Developer proposes to subdivide and develop a 40 +/- acre tract of land situate in East Marlborough Township, Chester County, Pennsylvania, along Walnut Road, as and for one hundred fifty (150) lots, together with new streets and roads to serve the same, and other improvements and/or common amenities proposed or required in, on and/or related to the proposed subdivision and land development.
- B. The proposed subdivision and land development of the tract is known as “Longwood Preserve.”
- C. An application for approval of the proposed subdivision and land development of the tract has been submitted to Township.
- D. The Board of Supervisors of East Marlborough Township has granted final plan approval of the application for the proposed subdivision and land development, subject to certain conditions, including the execution and acknowledgment of an agreement providing for the proper and timely completion of the proposed or required improvements and/or amenities, and the posting of financial security to guarantee said completion.
- E. Township and Developer, contemporaneously herewith, have entered into a certain Financial Security Agreement further providing for the said financial security.
- F. The parties, by these presents, 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 40 +/- acre tract which is situate in East Marlborough Township, Chester County, Pennsylvania, along Walnut Road, and which is more fully and further shown and described on the Plans.

(2) "Plans" shall mean that certain final subdivision and land development plan, generally entitled "Final Land Development Plan of Longwood Preserve" prepared by D.L. Howell & Associates dated February 17, 2017 (last revised June 14, 2018), and intended to be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania contemporaneously herewith 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 plan, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the plan.

(3) "Subject Subdivision/Land Development" shall mean the proposed subdivision and land development of the Tract as and for one hundred fifty (150) lots, 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 subdivision and land development, as the same are more fully and further shown and depicted on and by the Plans.

(4) "Improvements" shall mean all those streets, roads, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, sanitary sewers, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, buffer or screen plantings, and/or other improvements or common amenities, as the same are more fully and further 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.b. 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 4 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 therefore) and the funds representative thereof and therein.

(8) "Financial Institution" shall mean the bonding company or lending institution, approved by Township, with which the Financial Security has been posted or established and/or which issues the Financial Security.

(9) "Financial Security Agreement" shall mean that certain Financial Security Agreement, of even date herewith, by and between Township and Developer, which agreement is fully incorporated into and made part of this Agreement.

(10) "Subdivision and Land Development Ordinance" shall mean the East Marlborough Township Subdivision and Land Development Ordinance of 1992, 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 Subdivision/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 Township or engaged by 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. Compliance with Conditions of Approval.

a. Developer hereby acknowledges and agrees to fully comply with and otherwise satisfy (or to cause the full compliance with or other satisfaction of) all conditions to the grant of final plan approval of the Subject Subdivision/Land Development, which conditions are set forth in the plan approval adopted by the Board of Supervisors of Township, and/or the confirmation of approval letter from the Township Solicitor, copies of which are hereby incorporated herein by reference, to the extent that such conditions, as of the date of this Agreement, have not been fully complied with or otherwise satisfied.

3. 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 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 which impose the greater or greatest, as the case may be, restrictions upon the Developer 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, this Agreement and the Financial Security Agreement is executed and delivered to Township.

(4) All fees (i) required by any Ordinance, Resolution or regulation of Township, and (ii) reasonable legal and engineering expenses, incurred by Township for the completion of its initial approval of the plan, preparation of the Agreements, Resolutions and other papers relating to the acceptance of this Agreement by County are paid; and

(5) All required Declarations of Covenants and Restrictions shall be executed and recorded;

(6) All other requirements of the Township Ordinances and regulations and any and all permits required by (i) the Township, and/or (ii) state or federal agencies, (including when applicable Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation, and the Chester County Conservation District) have been met.

c. Upon compliance with the requirements of subsection b, above, Developer may obtain permits for the aforesaid Improvements and for the buildings which together constitute the Project.

d. Developer and Township have agreed that the site Improvements for the development may be constructed in two phases, and that the Phase 2 Financial Security Agreement shall provide security for Phase 2, as well as the portion of Phase 1 which is incomplete as of the date hereof (collectively, the "Remainder of Phase 1"), as more fully set forth in that certain February 19, 2021 Memorandum prepared by VanDemark & Lynch, Inc. entitled "Longwood Preserve - Phase 1 Escrow Closeout/Phase 2 Escrow Recommendation" (the "Cost Breakdown").

e. The Improvements shall be completed on or before the date occurring eighteen (18) months from the date of this Agreement. Upon written request of Developer and approval of the Township Board of Supervisors, which approval shall not be unreasonably withheld, conditioned or delayed, said 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 thirty (30) 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 thirty (30) days after the extended completion date.

f. Developer shall be solely responsible, at its sole cost and expense, for the repair and maintenance of all Improvements during and after construction thereof until such time as said Improvements are transferred or assigned to an individual unit owner or the homeowners' association created for Longwood Preserve, 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 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 6 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 at least in accordance with and/or as contemplated by 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.

g. In the event that Developer is in default of any of its repair and maintenance obligations under Subsection f., and provided that Developer is first given written notice by Township specifying the failure of repair or maintenance and an opportunity to cure said default pursuant to Section 5(8) of the Financial Security Agreement, 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 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 Township of the dedication, transfer or other assignment of the Improvements subject of the default, and/or as imposing any responsibility upon 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 reasonable costs, expenses and/or fees incurred by Township related to the satisfaction of such defaulted obligations, (i) draw upon from payment to Township, or its order, of all or any part of the Financial Security for such reasonable costs, expenses and fees (notwithstanding that the amount of the Financial Security, but for this Paragraph g (2), is not now or hereafter specifically established to guarantee or otherwise cover the payment of such reasonable costs, expenses and/or fees); and/or (ii) institute and prosecute appropriate legal and/or equitable actions or proceedings against Developer to recover such reasonable costs, expenses and/or fees, together with attorney fees and costs incurred by Township for and otherwise related to any such legal and/or equitable action or proceeding.

h. 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.

i. Developer agrees that it will obtain Use and Occupancy Permits as required under the Township Zoning Ordinance prior to (i) conveying title of a townhouse unit to a unit purchaser or (ii) permitting occupancy of any building or part thereof within the Project.

j. 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.

k. In any instance where the drainage facilities and stormwater run-off facilities prove to be inadequate to protect existing Township roads or adjoining private or public areas from excessive drainage, whether because said development plan is inadequate in said regard or whether due to improper maintenance of said facilities or to changed conditions, Township shall have the right to seek any remedy available under this Agreement, the Financial Security Agreement, the MPC or other applicable law until such time as the drainage conditions have been corrected.

4. Guaranty of Completion of Secured Improvements.

a. Developer shall deposit with Township or otherwise establish the Financial Security all in accordance with and pursuant to the terms and conditions of this Section 4 and the Financial Security Agreement. Unless and until the Financial Security is so deposited or otherwise established by Developer, no work towards the completion of any of the Improvements shall be laid out, installed or otherwise commenced, and no building, grading, occupancy or other permit, relating to the erection, placement or occupancy of any of the Improvements or of any buildings or other structures in, on and/or related to the Subject Subdivision/Land Development, shall be issued by 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 terms and conditions of this Agreement, and shall further guarantee the performance of the other obligations of Developer under this Agreement and the Financial Security Agreement.

c. The Financial Security shall be of such type as more fully and further provided in and by the Financial Security Agreement.

d. The initial amount of the Financial Security shall be \$2,606,938.13, which is 110% of the total cost estimate as set forth in Exhibit "C" attached hereto and made fully part hereof. The amount of the Financial Security shall be subject to such increase, adjustment and reduction as provided in and by the Financial Security Agreement.

5. Dedication.

a. Developer, at its expense, hereby offers to dedicate the following to Township, and with respect to the same, hereby agrees to tender to Township deeds of dedication containing such provisions and in such form as shall be approved by the Township Solicitor:

(1) All those certain new streets or roads, designated on the Plans as "Cascade Way", "Fountain Trail", "Connector Stub", and "Preserve Lane" 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 School House Lane, 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 construction 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 Final Subdivision and Land Development Plans (collectively, the improvements set forth in Sections 5.a(1), (2), (3), (4) and (5) shall be referred to as the "Dedicated Improvements" and each a "Dedicated Improvement".

b. Township shall not be obligated to accept dedication of any or part of the Dedicated Improvements, whether expressly by deed of dedication (or other instrument) or otherwise, unless and until all of the following have been satisfied, at the sole expense of Developer (all of the following also to apply to other of the Improvements the dedication of which may be offered to Township prior to, on or after the date of this Agreement):

(1) Certification by the Township Engineer that all Dedicated Improvements then being offered for dedication have been satisfactorily completed fully in accordance with and pursuant to all terms, conditions and requirements of Section 2 above;

(2) Deposit of a maintenance bond or other security, as provided under Section b below, with respect to each of the Dedicated Improvements offered for dedication;

(3) Compliance with all other or further requirements of the Subdivision and Land Development Ordinance concerning dedication and acceptance thereof;

(4) Advancement and/or reimbursement to Township of and for all reasonable costs, expenses and fees as provided under and in accordance with Section 8 below;

(5) Satisfaction of or other compliance with all terms, conditions and requirements applicable to the Dedicated Improvements offered for dedication under and by which the Board of Supervisors of Township granted final plan approval of the Subject Subdivision/Land Development; and

(6) Submission to Township of a recordable written agreement of Developer, in such form and containing such provisions as shall be approved by the Township Solicitor, indemnifying, holding harmless and defending 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: (i) the design, laying out, installation, construction and/or completion of the Dedicated Improvements, which are part of the offer of dedication (or other transfer or assignment); and/or (ii) any repair and/or maintenance of such Dedicated Improvements (or failure thereof), which repair and/or maintenance (or failure thereof) occurs or is alleged to occur, either in whole or in part, prior to the time when Township's acceptance of the offer of dedication (or other transfer or assignment) becomes final and effective.

6. Maintenance Bond or Other Financial Security.

The maintenance bond or other financial security, to be deposited by Developer under Section 5.b.(2) above as a condition to Township's acceptance of dedication of any of the Dedicated Improvements offered for dedication under Section 5.a. (or any other of the Dedicated Improvements the dedication of which may be offered to Township prior to, on or after the date of this Agreement) shall be in accordance with the following:

(1) The form and provisions of the bond or other financial security shall 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, and shall be subject to approval of Township, which approval shall not be unreasonably withheld;

(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 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 and/or contemplated by the Plans, for a term of eighteen (18) months from the date when the Township's acceptance of dedication of each such Dedicated Improvement becomes final and effective;

(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, as such amount and costs shall be certified by the Township Engineer;

(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 Township, or its order, from time to time, as 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 Township, or its order, at and upon receipt from 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 Township to payment under the bond or other financial security shall not constitute the exclusive right and/or remedy of Township, but shall be in addition to such other or further rights and/or remedies as may be available to 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 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 Township of and for all reasonable costs, expenses and fees under and in accordance with Section 7 below.

7. Failure to Complete; Other Default.

a. In the event that any of the Secured Improvements is or are not completed fully in accordance with the terms, conditions and requirements of Section 2 above, and provided that Developer is first given written notice by Township specifying said Improvements which Developer has failed to complete and given an opportunity to cure said failure to complete pursuant to Section 5(8) of the Financial Security Agreement, 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 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: (i) enter upon the Tract and complete all or part of the Secured 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 reasonable costs of such completion and related reasonable 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 reasonable costs of fully completing all the incomplete Improvements, together with related reasonable costs, expenses and fees, 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 reasonably necessary to complete the remainder of the incomplete Secured Improvements and pay related reasonable costs, expenses and fees.

b. In the event that Township exercises its right, but not obligation, to complete all or part of the incomplete Secured Improvements upon the aforesaid default of Developer, and after notice and opportunity to cure is provided in accordance with Section 7.a, there shall be no requirement for the advertisement of public works or for competitive bidding. Any monies paid to 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. 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 Township in that regard. Township shall have the right, but not the obligation, to use its own employees to complete all or part of the Secured Improvements. Developer shall exonerate, indemnify and hold harmless Township, its officials, officers, employees, and agents, of and from any liability, claim, suit, or demand of whatever nature or kind arising from, out of or related to any act of Township, or of any official, officer, employee, or agent thereof, done or authorized to be done in completing all or part of the Improvements; and Developer hereby authorizes, ratifies and affirms any act done by Township, or by any official, officer, employee, or agent thereof, in furtherance of such completion.

8. Advancement and/or Reimbursement of Expenses.

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

(1) All reasonable costs, expenses and fees incurred by Township in and for the preparation, review, orderly performance and/or 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, other professional consultants engaged by Township, and/or the Township Road Master in visiting the site for the purposes of inspection and for the performance of official duties necessarily connected with said inspection purposes.

(2) All reasonable costs, expenses and fees incurred by 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, the Township Engineer, and/or other professional consultants engaged by Township.

(3) All reasonable administrative costs and expenses of or incurred by Township in connection with the Subject Subdivision/Land Development at then-prevailing rates.

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 Township, to be held in escrow by Township, to cover the costs, expenses and fees, described in Subsection a. above, and (ii) thereafter replenish such escrow deposits. In the event that portions of the Financial Security cover inspections by the Township Engineer and reasonable Township administrative costs and expenses, no escrow of monies for such purposes, to the extent covered by the Financial Security, shall be required under this Subsection b.

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 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 Township from monies deposited by Developer with and held in escrow by Township for any such costs, expenses or fees.

d. Township, under and in accordance with the Financial Security Agreement, shall have the right to recover, from and under the Financial Security, the reasonable 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 reasonable 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 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 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.

9. Indemnification.

a. It is understood and agreed that the Township Planning Commission and Board of Supervisors have 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 and 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 and does further warrant that the Secured

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 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 Secured Improvements, together with all reasonable cost, fees and expenses (including, but not limited to, attorney's fees and costs, and expert witness fees and costs) as may be incurred by Township in connection with any such liability, claim, suit or demand until such time as the Secured Improvements may be completed and dedicated (or otherwise transferred and assigned) to the Township, the homeowners' association created for Longwood Preserve or other third party.

10. 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, at the time of deposit in the United States mails.

11. Miscellaneous.

a. Developer acknowledges that an appeal from the final approval of this project has been filed by David P. Adamson ("Adamson v. East Marlborough Township and Everreal, Inc. and CJK, LLC", Chester County CCP No. 2018-03493-ZB). Developer, if and to the extent that it chooses to proceed with construction of site improvements and/or improvement of lots, acknowledges and agrees that it shall do so solely and completely at its own risk, and Developer further releases East Marlborough Township from any claim which may arise out of the aforesaid appeal, and indemnifies the Township against any loss or claim which may be asserted against the Township as a result of the Developer's choice to proceed at its own risk including, but not limited to, counsel fees and court costs in connection with any such claim or loss.

b. Waiver. Neither the failure nor any delay on the part of 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 Township unless it is in writing signed by a duly authorized representative of Township. Nothing set forth herein shall be construed to be a waiver of Developer's rights under the MPC.

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

d. Cumulative Rights and Remedies. Any and all rights, powers, privileges and/or remedies granted or accruing to 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 Township under the Subdivision and Land Development Ordinance and/or the MPC, and/or otherwise at law or in equity.

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

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

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

h. Entire Agreement; Amendment. This Agreement, together with the exhibits attached hereto and made part hereof and the 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.

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

EAST MARLBOROUGH TOWNSHIP

Secretary

By: _____
Chairman

DEVELOPER

LONGWOOD PRESERVE LLC
By: FuXion Two LLC, Authorized Member

By:  _____
Kevin Holohan, Sole Member

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF : SS.

On this day of , A.D. 20__, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself to be the Chairman of the Board of Supervisors of East Marlborough Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

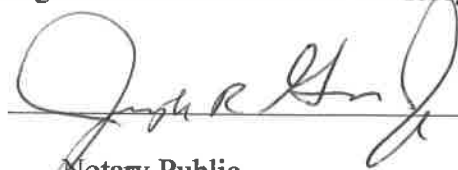
WITNESS my hand and official seal the day and year aforesaid.

Notary Public

ACKNOWLEDGMENT

COMMONWEALTH/STATE OF :
COUNTY OF *Pennsylvania* : SS
Montgomery :

On this 27th day of April, 2021, before me, the undersigned officer, personally appeared Kevin Holohan, known to me (or satisfactorily proven) to be the Sole Member of FuXion Two LLC, a Delaware limited liability company and Authorized Member of Longwood Preserve LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the foregoing instrument, for the purposes therein contained.



Notary Public

Commonwealth of Pennsylvania - Notary Seal
JOSEPH R GREER JR - Notary Public
Montgomery County
My Commission Expires Sep 28, 2022
Commission Number 1241600

EXHIBIT "A"

PLAN SHEETS

Sheet No.	Drawing No.	Title	Date	Last Revised Date
--------------	----------------	-------	------	----------------------

EXHIBIT “B”

ADDENDUM

EXHIBIT “C”

TOTAL COST ESTIMATE

Prepared by and Return to:

Jonathan A. Jordan, Esq.
Riley Riper Hollin & Colagreco
717 Constitution Drive, Suite 201
P.O. Box 1265
Exton, Pennsylvania 19341

Part of UPI# 61-6-63

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

THIS AGREEMENT, made and entered into this 25th day of April, 2021, by and between LONGWOOD PRESERVE LLC, a Delaware limited liability company (hereinafter the "Landowner"), and East Marlborough Township, Chester County, Pennsylvania, (hereinafter "Municipality");

WITNESSETH

WHEREAS, the Landowner is the developer of the community known as Longwood Preserve, a planned community (the "Community") located in East Marlborough Township, Chester County, Pennsylvania as described in Declaration of Covenants, Conditions and Restrictions dated June 28, 2019, which was recorded in the Office of the Recorder of Deeds in and for Chester County ("Recorder's Office") in Record Book 9955, Page 1249, as amended ("Declaration"). The Community was created from certain real property as described in a deed of conveyance recorded in the land records of Chester County, Pennsylvania, at Record Book 9769 and Page 644 (hereinafter, excluding those lots which Landowner has conveyed to third parties prior to the date hereof, the "Property"); and

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

WHEREAS, the stormwater Best Management Practices (herein after BMP(s)) And Conveyances Operations and Maintenance Plan approved by the Municipality (hereinafter referred to as the "O&M 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” –Those activities, facilities, designs, measures, or procedures as specifically identified in the O&M Plan, used to manage stormwater impacts from land development, to meet state water quality requirements, to promote groundwater recharge, and to otherwise meet the purposes of the Municipality’s Stormwater Management Ordinance. BMPs may include, but are not limited to, a wide variety of practices and devices, from large-scale retention ponds and constructed wetlands to small-scale underground treatment systems, infiltration facilities, filter strips, low impact design, bioretention, wet ponds, permeable paving, grassed swales, riparian or forested buffers, sand filters, detention basins, manufactured devices, and operational and/or behavior-related practices that attempt to minimize the contact of pollutants with stormwater runoff. The BMPs indentified in the O&M Plan are permanent appurtenances to the Property; and

Conveyance – As specifically identified in the O&M Plan, a man-made, existing or proposed facility, structure or channel used for the transportation or transmission of stormwater from one place to another, including pipes, drainage ditches, channels and swales (vegetated and other), gutters, stream channels, and like facilities or features. The conveyances identified in the O&M Plan are permanent appurtenances to the Property; and

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

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

1. The foregoing recitals to this Agreement are incorporated as terms of this Agreement as if fully set forth in the body of this Agreement.
2. The Landowner shall construct the BMP(s) and conveyance(s) in accordance with the final design plans and specifications as approved by the Municipality entitled "Final Land Development Plan of Longwood Preserve" prepared by D.L. Howell & Associates dated February 17, 2017 (last revised June 14, 2018), and recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania in Plan Book 20353.
3. The Landowner shall inspect, operate and maintain the BMP(s) and conveyance(s) as shown on the O&M Plan in good working order acceptable to the Municipality and in accordance with the specific inspection and maintenance requirements in the approved O&M Plan.
4. The Landowner hereby grants and conveys a blanket easement of access, inspection and maintenance 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 O&M Plan and the Municipality's Stormwater Management Ordinance and, at the Municipality's option, to exercise the rights as set forth in paragraphs 8 and 9, hereinbelow. Whenever possible, the Municipality shall notify the Landowner prior to entering the Property.

5. The Municipality shall have the right, but not the obligation to inspect the BMP(s) and conveyance(s) at a minimum of once every three years to determine if they continue to function as required.

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

7. In the event that the Landowner fails to operate and maintain the BMP(s) and conveyance(s) as shown on the O&M Plan in good working order acceptable to the Municipality, and the same is not cured within thirty (30) days of the Municipality's issuance of written notice of said violation to Landowner, specifying the areas in violation of this Agreement and the steps that must be taken to cure the violation (provided, however, that in the event of an emergency presenting an imminent threat to persons or property or otherwise requiring immediate action, as determined in the reasonable exercise of the Municipality's sole discretion, prior written notice of violation shall not be required), 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 pursuant to the blanket easement as referenced in paragraph 4, hereinabove, and take whatever action is deemed necessary, in the reasonable exercise of the Municipality's sole discretion, to maintain said BMP(s) and conveyance(s); provided, however, that except in cases of emergency or threat to public health, safety or welfare, the Municipality shall first give written notice of the violation to Landowner, with a period of thirty (30) days for the Landowner to cure the violation before taking action pursuant to this provision. 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.

8. 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 labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all reasonable

expenses (direct and indirect) incurred in order to cure Landowner's breach of this Agreement (the "Municipality's Expenses"), within 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 in the amount of the Municipality's Expenses, which filing is expressly authorized by the Landowner.

9. The intent and purpose of this Agreement is to ensure the proper maintenance of the on-site BMP(s) and conveyance(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability on any party for damage alleged to result from or be caused by stormwater runoff.

10. The Landowner, for itself and its executors, administrators, assigns, heirs, and other successors in interest, hereby releases and shall release the 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, except to the extent caused by the gross negligence or willful misconduct of the 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 reasonable attorneys' fees, of defense of the same undertaken on behalf of the Municipality, except to the extent caused by the gross negligence or willful misconduct 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 reasonable attorneys fees, regarding said damages, judgments or claims, except to the extent caused by the gross negligence or willful misconduct of the Municipality.

11. 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 attorney's fees and costs incurred in seeking relief under this Agreement.

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

13. The Landowner shall inform future buyers of the Property about the function of, operation, inspection and maintenance requirements of the BMP(s) prior to the purchase of the Property by said future buyer, and upon purchase of the Property the future buyer assumes all responsibilities as Landowner and must comply with all components of this Agreement, which shall run with the land at all times herein unless and until modified or terminated by a written document, recorded at the Recorder of Deeds Office. All references herein to the term "Landowner" shall mean and refer to the record owner of the Property (or portion thereof at issue) at the time in question.

14. 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.


15. Nothing set forth herein shall be construed to be a waiver of Landowner's rights under the Pennsylvania Municipalities Planning Code or other applicable law.

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.

EAST MARLBOROUGH TOWNSHIP

By: _____
Robert McKinstry Jr., Chairman

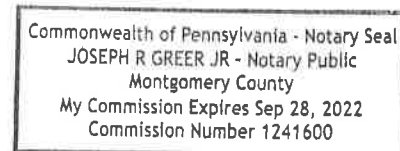
LONGWOOD PRESERVE LLC
By: FuXion Two LLC, Authorized Member

By:  _____
Kevin Holohan, Sole Member

COMMONWEALTH/STATE OF :
COUNTY OF Pennsylvania :
Montgomery : SS

On this 21th day of April, 2021, before me, the undersigned officer, personally appeared Kevin Holohan, known to me (or satisfactorily proven) to be the Sole Member of FuXion Two LLC, a Delaware limited liability company and Authorized Member of Longwood Preserve LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the foregoing instrument, for the purposes therein contained.

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



Joseph R. Greer Jr.
Notary Public

By: [Signature]
Kevin Holohan, Sole Member

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF : SS
:

On this ____ day of _____, 2021 before me, the undersigned officer, personally appeared _____, _____ of the East Marlborough Township Board of Supervisors, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the foregoing instrument, for the purposes therein contained.

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

Notary Public

FINANCIAL SECURITY AGREEMENT

(Phase 2 and the Remainder of Phase 1 of Longwood Preserve)

THIS AGREEMENT made as of this 25th day of April, 2021, by and among East Marlborough Township, Chester County, Pennsylvania, a Township of the Second Class, with offices at 721 Unionville Road, Kennett Square, PA, 19348 ("Township"), Longwood Preserve LLC, a Delaware limited liability company, with an address at 39687 Seaside Avenue, Bethany Beach, Delaware 19930 ("Developer"), and Parke Bank ("Financial Institution") with offices at 601 Delsea Drive, Sewell, NJ 08080.

BACKGROUND:

A. Developer proposes to subdivide and develop a 40 acre +/- tract situate in East Marlborough Township, Chester County, Pennsylvania, along Walnut Road, as and for one hundred fifty (150) single-family attached residential dwellings, together with new streets and roads to serve the same, and other improvements and/or common amenities proposed or required in, on and/or related to the proposed subdivision and land development.

B. The proposed subdivision and land development of the tract is known as "Longwood Preserve."

C. An application for approval of the proposed subdivision and land development of the tract has been submitted to Township.

D. The Board of Supervisors of Township granted final plan approval of the application for the proposed subdivision and land development, subject to certain conditions, including the execution and acknowledgment of an agreement providing for the proper and timely completion of the proposed or required improvements and/or amenities, and the posting of financial security to guarantee said completion.

E. The proposed development is to be carried out in two phases. This Agreement pertains to Phase 2, as well as the portion of Phase 1 which is incomplete as of the date hereof (collectively, the "Remainder of Phase 1"), as more fully set forth in that certain February 19, 2021 Memorandum prepared by VanDemark & Lynch, Inc. entitled "Longwood Preserve - Phase 1 Escrow Closeout/Phase 2 Escrow Recommendation" (the "Cost Breakdown"). The Cost Breakdown is attached hereto as Exhibit "A" and made a part hereof.

F. Township and Developer, contemporaneously herewith, have entered into a certain Development Agreement, providing for, among other things, the said completion of improvements and amenities and the said posting of financial security.

G. The parties, by these presents, desire to set forth their further 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) "Tract" shall mean all that certain 40 acre +/- Tract which is situate in East Marlborough Township, Chester County, Pennsylvania, along Walnut Road, and which is more fully and further shown and described on the Plans.

(2) "Plans" shall mean that certain final subdivision and land development plan, generally entitled "Final Land Development Plan of Longwood Preserve" prepared by D.L. Howell & Associates dated February 17, 2017 (last revised June 14, 2018), and intended to be Recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania contemporaneously herewith as set forth on Exhibit "A" to the Development Agreement, including, without limitation, all notes, statements and other information appearing on the plan, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the plan.

(3) "Subject Subdivision/Land Development" shall mean the proposed subdivision and land development of the Tract as and for one hundred fifty (150) single-family attached residential dwellings, 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 subdivision and land development, as the same are more fully and further shown and depicted on and by the Plans.

(4) "Improvements" shall mean all those Phase 2 and the Remainder of Phase 1 streets, roads, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, sanitary sewers, storm drains and sewers, storm water detention and/or retention basins and

other related drainage facilities, recreational facilities, open space Improvements, buffer or screen plantings, and/or other Improvements or common amenities, as the same are more fully and further shown, identified or otherwise described on and by the Plans.

(5) "Secured Improvements" shall mean all those certain Improvements for Phase 2 and the Remainder of Phase 1, for which the Financial Security is provided or to which the Financial Security otherwise relates as set forth on Exhibit "A" attached hereto and made a part hereof.

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

(7) "Financial Security" shall mean the Financial Security for Phase 2 and the Remainder of Phase 1 provided under and in accordance with the provisions of Section 2 and other provisions of this Agreement and with the provisions of Section 4 of the Development 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, approved by Township, with which the Financial Security has been posted or established and/or which issues the Financial Security.

(9) "Development Agreement" shall mean that certain Subdivision and Land Development Agreement, of even date herewith, by and between Township and Developer, which agreement is fully incorporated into and made part of this Agreement.

(10) "Subdivision and Land Development Ordinance" shall mean the East Marlborough Township Subdivision and Land Development Ordinance of 1992, 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 Subdivisions/Land Developments 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 Township or engaged by Township as a consultant thereto.

(13) "Phase 1" means the first phase of the development of Longwood Preserve, consisting of Lots 37 through 86, inclusive and Lots 112 through 150 inclusive, inclusive, all as shown on the Plans, together with the associated Improvements.

(14) "Phase 2" means the second phase of the development of Longwood Preserve, consisting of Lots 1-36, inclusive and Lots 87-111 inclusive (the "Phase 2 Lots"), inclusive, all as shown on the Plans, together with the associated improvements (e.g., roads, sidewalks, houses and utilities).

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, the MPC or the Development Agreement, shall have the meanings and shall be interpreted herein as under the Subdivision and Land Development Ordinance, the MPC or the Development Agreement.

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:

☐ (1) 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;

☒ (2) An irrevocable, ever green commercial letter of credit, issued by Financial Institution in favor of Township as beneficiary, in form and content satisfactory to the Township Solicitor and appended hereto as Exhibit "D";

☐ (3) An unconditional surety bond, issued by Financial Institution as surety to Developer, in form and content satisfactory to the Township Solicitor and appended hereto as Exhibit "D".

b. Developer and Township have agreed that the site Improvements for the development may be constructed in two phases, and that this Agreement shall provide security for Phase 2 and the Remainder of Phase 1 of the development. The Financial Security for Phase 2 and the Remainder of Phase 1 shall be established by Developer upon Developer's execution of this Agreement. The Financial Institution, as such escrow holder, issuer or surety shall be subject to approval of Township, which approval shall not be unreasonably withheld. 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 terms and conditions of the Development Agreement, and shall further guarantee the performance of the other obligations of Developer under this Agreement and the Development Agreement.

c. The initial amount of the Financial Security for Phase 2 and the Remainder of Phase 1 shall be \$2,606,938.13, 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, as such estimated costs and amounts are more fully and further set forth in Exhibit "C" to the Development Agreement and as set forth in Exhibit "A," appended hereto.

d. The Financial Security shall be held in the taxpayer identification number of Developer.

e. The Financial Security shall not be terminated or closed or expire, but shall be and remain open until the final release of funds therefrom in accordance with and pursuant to Section 7 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 by the Board of Supervisors of the Township in and by a writing signed by the Chairman of the Board of Supervisors, (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 Township for use under and for purposes of this Agreement and the Development Agreement, in accordance with their respective terms and the MPC.

g. The Financial Institution shall acknowledge and verify in writing to Township that, among other things: (i) the Financial Security, in accordance with this Agreement, has been duly established with it, (ii) the establishment, maintenance and use of the Financial Security under, for purposes of and in accordance with this Agreement and the Development Agreement do not violate any of federal, state or other laws or regulations applicable to the Financial Institution, and (iii) that the notation required by Subsection f. above appears on its records. The written acknowledgment and verification shall be substantially in the form attached hereto and made fully part hereof as Exhibit "B."

3. Adjustments to Financial Security.

a. Developer agrees that the total amount of the Financial Security for Phase 2 and the Remainder of Phase 1 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 to the reasonable satisfaction of Township within one (1) year after the date of this Agreement and Township has agreed to extend the time for completion beyond the Completion Date as may be necessary for the completion, Developer shall post such additional Financial Security as directed by Township and 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 as so directed by Township, if the Secured Improvements, or any part thereof, are not completed to the reasonable satisfaction of Township and Township has agreed to further extend the time for completion beyond the Completion Date, as the same may be been previously extended, as such further extension may be necessary for the completion.

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, permitted in accordance with the terms of the MPC and the terms of this Agreement, shall be given in writing by 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. In the event that Developer fails to fully post the additional Financial Security, increase or other adjustment within the said thirty (30)-day period, Township, in addition to such other or further rights and remedies as may be available, shall have the right to (i) refrain from issuing new permits of any kind for the Tract and/or the Subject Subdivision/Land Development, and/or (ii) withhold any interim releases as authorized in subsection 4.b, where such release would reduce the remaining Financial Security to less than 110% of estimated costs of completing the remaining uncompleted Secured Improvements.

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

4. Interim Releases of Funds.

a. As the work of the construction of the Secured Improvements satisfactorily proceeds, 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 and the Chairman of the Board of Supervisors of

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

b. Unless 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.

5. Default.

If Township, acting reasonably and in good faith, determines that any of the Secured Improvements has not been completed fully in accordance with the terms, conditions, and requirements of the Development Agreement (including, but not limited to, Section 3 thereof) or that Developer is otherwise in default of the Development Agreement, and such failure or default continues beyond any applicable notice and cure periods, Developer shall also be in default under this Agreement, and Township, in addition to such other or further rights and remedies as may be available, 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 Township in its sole discretion (exercised in good faith) 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 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) Township may draw amounts from and under the Financial Security prior to the performance of any work by or for Township in order to complete the Secured Improvements in accordance with the Development Agreement or otherwise cure the default, and/or to pay professional services related thereto, based upon (i) estimates received by Township for the completion and/or (ii) bills received by 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 Township.

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

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

(6) The right of 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 Township from time to time and at any time without limitation on the number of exercises thereof until the amount of the Financial Security has been fully drawn.

(7) If the reasonable costs, expenses and fees, incurred by 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 Township from and under the Financial Security, Developer, in addition to such other and further obligations and liabilities imposed upon it under the Development Agreement and otherwise by law, shall be liable to Township for such excess of such reasonable costs, expenses and fees. Developer hereby agrees to pay the full amount of such excess to 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 Township in the event of default, Township shall give thirty (30) days advance written 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 or, if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, such additional time period as may be reasonably required under the circumstances; provided, however, it is acknowledged by the Township and Developer that Financial Institution shall in no event and under no circumstance have any obligation to cure any breach or default under this Agreement.

6. Costs, Expenses and Fees.

a. If Developer fails to advance or reimburse Township any reasonable costs, expenses or fees in accordance with and pursuant to Section 8 of the Development Agreement and subject to the dispute provisions of the MPC and provided the Township first provides Developer thirty (30) days written notice and opportunity to cure and Developer fails to cure said failure, whether or not such failure is the result of Developer's not establishing and/or not replenishing an escrow

deposit with Township for payment of such reasonable costs, expenses or fees, Developer shall be in default of this Agreement, and 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 reasonable 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 Township and in the amount by which the Financial Security was reduced by any payment made to 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 Township to Developer. Developer shall also provide Township, to Township's reasonable satisfaction and within such fifteen (15)-day period, written proof of such additional Financial Security. The failure of Developer to provide Township, to Township's reasonable satisfaction, such additional Financial Security and written proof thereof within such time shall constitute a default or breach under this Agreement and the Development Agreement, and Developer shall be subject to the provisions governing its default or breach, as set forth in both agreements and/or as otherwise provided by law, and/or the issuance by Township of stop, cease and desist orders upon the construction of the Secured Improvements and/or other Improvements or any part thereof, until the default or breach is properly and fully cured. The additional Financial Security shall be and constitute Financial Security fully subject to the terms and conditions of this Agreement.

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

a. After all the Secured Improvements have been completed fully in accordance with the Development Agreement to the reasonable satisfaction of the Township, and after all the provisions of the Development Agreement and this Agreement have been satisfied fully by Developer (including the payment of all reasonable costs, expenses and fees for which Developer is responsible under both said agreements), Township shall authorize the Financial Institution in writing to release the balance of the Financial Security. Such release authorized by Township shall be the final release of funds from the Financial Security, and shall further release Developer 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 the Financial Institution shall have no further liability under this Agreement.

8. Validity and Enforceability of Financial Security.

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

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

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

d. If 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 and the Development Agreement are not satisfied, or, if Developer otherwise fails to provide and maintain the Financial Security under and in accordance with this Agreement and the Development Agreement, Township shall give Developer written notice to provide the required Financial Security within thirty (30) days of the date of the notice. If Developer fails to so provide the Financial Security to Township's reasonable satisfaction within that time, the Township shall send a second written notice to the Developer to provide the required Financial Security within thirty (30) days of the date of the second notice. If Developer does not provide the required Financial Security within thirty (30) days of the date of the second notice, Township, in addition to other and further rights and remedies as may be available, may revoke all permits previously issued in connection with the Tract and/or the Subject Subdivision/Land Development, may refuse to issue any new permits, and/or may issue stop, cease and desist orders upon the construction of the Secured Improvements and/or other Improvements or any part thereof, until the Financial Security is provided to Township's reasonable satisfaction..

e. Developer further agrees that if it determines or obtains knowledge during the continuance of this Agreement that the Financial Institution is, may be or will be unable to honor, provide or maintain the Financial Security for any reason whatsoever in accordance with this Agreement and the Development Agreement (including, but not limited to, the reason that control of the Financial Institution is or is about to be assumed by an agency of the United States government or the Commonwealth of Pennsylvania), Developer shall, immediately, but in no event later than five

(5) business days after making such determination or obtaining such knowledge, give written notice of the same to Township. Within thirty (30) days after either the aforesaid notice is given by Developer or such other time as Township notifies Developer that the Financial Security does not exist to the reasonable satisfaction of Township, Developer shall obtain additional or substituted Financial Security with another Financial Institution as shall be reasonably satisfactory to Township. The failure of Developer to provide such additional or substituted Financial Security shall be an event of default under this Agreement.

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

9. Township Non-Responsibility.

Neither this Agreement nor the Development Agreement (including any actions taken by Township in or related to the review, consideration and/or approval of the Plans and Subject Subdivision/Land Development) shall impose, or be construed to impose, any liability, responsibility or obligation on Township for the design, layout, construction, installation, maintenance or upkeep of the Secured Improvements and/or other Improvements, or render Township liable for the costs of any work to be performed under or in connection with the Development Agreement or for any other costs to be incurred under or in connection with this Agreement or the Development Agreement, it being expressly understood and agreed that the full responsibility and financial liability for all the foregoing are imposed upon Developer.

10. 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 further agrees 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 and the Development Agreement that apply to the Financial Security and 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 the Development Agreement, and under and with

respect the Financial Security, are for the sole benefit of Township, and shall not be affected, in any way, by any default, action or omission of Developer.

d. 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.

11. 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 Township shall not be liable or otherwise obligated for any of such charges, and Developer hereby agrees to indemnify, protect and defend Township from and against any such charges.

12. 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.

13. 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.

14. 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 Township, and that the Financial Security shall be maintained by the Financial Institution at all times during the continuance of this Agreement in the amounts required herein, less all sums drawn or released therefrom by Township in accordance with the terms hereof. Any violation of this covenant shall render Developer and/or Financial Institution liable for all damages to Township, including, without limitation, all reasonable costs, fees and expenses (including, but not limited to, reasonable

attorney's fees and costs), which Township is required to pay in order to cure any default or breach by Developer under the Development Agreement or by Developer and/or Financial Institution 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.

15. Notices.

Except as may be otherwise specifically provided in this 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, at the time of deposit in the United States mails.

16. Miscellaneous.

a. Waiver. Neither the failure nor any delay on the part of 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 Township unless it is in writing signed by a duly authorized representative of 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 Township, which consent shall not be unreasonably withheld, conditioned or delayed. 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 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 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 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 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.

EAST MARLBOROUGH TOWNSHIP

Attest:

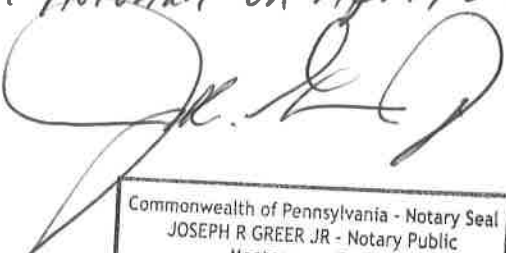
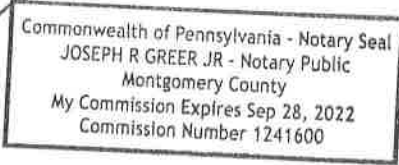
Township Secretary

By: _____
Chairman

DEVELOPER:
LONGWOOD PRESERVE LLC
By: FuXion Two LLC, Authorized Member

By: 
Kevin Holohan, Sole Member

*Sworn before me Joseph R. Greer Jr., A PA
Notary Public, by Kevin Holohan on April 27, 2021*

FINANCIAL INSTITUTION:
Parke Bank

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF _____ :

_____, who acknowledged himself to be the Chairman of the Board of Supervisors of East Marlborough Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

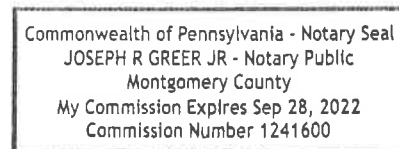
WITNESS my hand an official seal the day and year aforesaid.

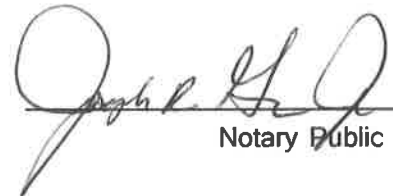
ACKNOWLEDGMENT

COMMONWEALTH/STATE OF :
Pennsylvania SS.
COUNTY OF *Montgomery* :

On this 27th day of April, 2021, before me, the undersigned officer, personally appeared Kevin Holohan, known to me (or satisfactorily proven) to be the Sole Member of FuXion Two LLC, a Delaware limited liability company and Authorized Member of Longwood Preserve LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the foregoing instrument, for the purposes therein contained.

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




Notary Public

COMMONWEALTH/STATE OF :
COUNTY OF :
SS.

On this _____ day of _____, A.D. 2021, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of Parke Bank, a New Jersey banking institution, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

EXHIBIT "A"
COST BREAKDOWN

EXHIBIT "B"

ACKNOWLEDGMENT AND VERIFICATION

THE UNDERSIGNED [BANK] [SAVINGS AND LOAN ASSOCIATION], by duly authorized officer or other representative and intending to be legally bound, hereby acknowledges, verifies and agrees:

1. THAT the Undersigned is the entity referred to as the "Financial Institution" in that certain Financial Security Agreement, dated _____, 200 , ("Financial Security Agreement") and that certain Development Agreement, of the same date, (the "Development Agreement") both between the Township of East Marlborough ("Township") and _____, (the "Developer"), with respect to the _____ subdivision and land development.

2. THAT, as of the date hereof, an escrow in the form of a _____, in the amount of _____ (\$_____), has been duly established with the Undersigned by the Developer, and is being held by the Undersigned in escrow for use under, for purposes of and in accordance with the Financial Security Agreement and the Development Agreement.

3. THAT the Financial Security has been established and is being held in escrow by the Undersigned as _____ No. _____, and that the funds thereof have been reserved from monies being borrowed by Developer from the Undersigned under and pursuant to Loan Account No. _____ with the Undersigned.

4. THAT the above _____ is the Financial Security referred to as the "Financial Security" in the Financial Security Agreement and the Development Agreement.

5. THAT, except provided in and by the Financial Security Agreement or as may be otherwise consented to and approved and directed by the Board of Supervisors of the Township in and by a writing signed by the Chairman of the Board of Supervisors, (i) no withdrawals shall be made from the Financial Security, (ii) the Financial Security shall not be terminated or closed or expire, and (iii) the balance of funds in the Financial Security shall be fully available to the Township for use under, for purposes of and in accordance with the Financial Security Agreement and the Development Agreement.

6. THAT a notation appears on the records of the Undersigned setting forth the substance of Paragraph 5 above.

7. THAT the Financial Security has been duly established and will be maintained by the Undersigned to comply with the Financial Security Agreement and the Development Agreement, copies of which Agreements have been reviewed, received and if required, executed, by the Undersigned.

8. THAT the Undersigned will otherwise comply with the terms of the Financial Security Agreement and the Development Agreement to the extent that said terms apply to: (i) the Financial Security referred to in the Financial Security Agreement and the Development Agreement; and (ii) the actions which the Undersigned, as the Financial Institution referred to in the Financial Security Agreement and the Development Agreement, is to take or not take with respect to such Financial Security.

9. THAT the establishment, maintenance and use of the Financial Security for purposes of and in accordance with the Financial Security Agreement and the Development Agreement do not violate any of federal, state or other laws or regulations applicable to the Undersigned.

10. THAT the Undersigned shall not assign or delegate any of its duties or obligations under this Acknowledgment and Verification or otherwise, as the Financial Institution under the Financial Security Agreement and the Development Agreement, without the express written consent of Township.

11. THAT, subject to Paragraph 10 above, the duties and obligations of the Undersigned, under this Acknowledgment and Verification or otherwise as the Financial Institution under the Financial Security Agreement and the Development Agreement, shall be binding upon the successors and assigns of the Undersigned.

Attest:

FINANCIAL INSTITUTION:

By: _____

Printed Name

Printed Name

Printed Title

Printed Title

Date: _____

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 Development Agreement between East Marlborough Township ("Township") _____, ("Developer"), dated _____, 200 , concerning the construction, installation and completion of Improvements in the _____ Subdivision and Land Development, have been completed to the extent of the amount indicated in item I below; and

B. AUTHORIZE _____ Bank, pursuant to the Development Agreement and related Financial Security Agreement of the same date, TO REDUCE the Financial Security, in the nature of a _____ provided and held with said 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 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 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. *less* AMOUNT OF RETAINAGE (10%) \$ _____

III. AMOUNT OF REDUCTION AND RELEASE \$ _____

Date _____ Township Engineer

Date _____
Chairman, East Marlborough Township
Board of Supervisors

EXHIBIT "D"

**EVERGREEN LETTER OF CREDIT
OR
SURETY BOND
(AS APPLICABLE)**

[Return to Agenda](#)

East Marlborough Township Zoning Hearing Board Application

Application must be accompanied by:

- ☒ Narrative answering every question on page 2 of this application
- ☒ Site plan (with zoning table) on 11"x17" paper
- ☒ Building elevations or architectural renderings (as appropriate)
- ☒ Other related materials (as appropriate)

Type of Application:

Check one: ☐ Commercial ☐ Institutional ☒ Residential
 Check all: ☐ Variance ☐ Special Exception _____ (Other)

I (we), the undersigned, hereby make application for a Special Exception or Variance from the terms of the Zoning Ordinance, Section _____, Paragraph _____.

Location of Property: 100 RIDGECOTE LANE KENNETT SQ, PA 19348Zoning Classification: RESIDENTIAL Tax Parcel # 61-5-176Property Owner/Applicant(s): TOM & BARB MANCILL

Address (if different from location): _____

Phone Number: [REDACTED] Cell: SAMEEmail: [REDACTED]Dimensions and area of parcel: 27,490 SQUARE FEETDimensions of proposed construction: 104', 7' CUSTOM CEDAR PRIVACY FENCE

Distance to each boundary:

Before construction North _____ South _____ East _____ West _____ > N/A

After construction North _____ South _____ East _____ West _____

Type of construction: PRIVACY FENCE (CEDAR)

I (we) have attached a sketch or a plot plan of the parcel to be affected, indicating the size of the lot and location of improvements now erected and proposed to be erected.

Owner (s) [Signature]

Permit no. _____

Zoning Relief Requested

Please address all of the following items:

1. Briefly describe the property (e.g. size of lot, dimensions, etc.) and the location (e.g. nearby intersections, landmarks, etc.) involved in application.

TAX PACE 61-5-176 AT 100 RIDGECOTE LANE
KENNETT SQUARE, PA 19348. PROPERTY IS
27,490 SQ FT LOCATED AT RIDGECOTE LANE
AND ROUTE 82.

2. Describe the present use of the property (e.g. residential, retail, office, etc.), including existing improvements (e.g. house, garage, and shed; or office and parking lot)

RESIDENTIAL HOUSE

3. Describe the proposed improvements, additions, or change(s) of use. For physical changes to the lot or structures, indicate the size of proposed improvements, materials to be used, and general construction to be carried out. Attach a plan or sketch for illustration.

INSTALL A 104' X 7' CEDAR PRIVACY FENCE
(EXISTING YEW BUSHES, PLANTED IN 1948 ARE
SLOWLY DYING OUT). WILL TAKE DOWN YEW BUSHES,
GRIND STUMPS. USE 1" X 4" X 7' CEDAR PLANKS AND
2" X 4" X 8' TREATED BACKERS AND 4" X 4" X 10' TREATED
POSTS.

4. State the specific variance, special exception, or other relief requested and cite the appropriate sections(s) of the Zoning Ordinance. REQUEST A HARDSHIP.

ARTICLE 18 - GENERAL REGULATIONS - SECTION 1823
FENCE AND WALL REGULATIONS. REQUEST RELIEF
FROM (1) HEIGHT REGULATIONS AND (3) TYPE OF
CONSTRUCTION.

WE WANT A 7' HIGH FENCE, AND WE DO NOT
WANT A SHADOW FENCE. THIS IS TO CUT DOWN
ON LIGHT AND NOISE POLLUTION.

5. Will the proposed change impact traffic or parking in the surrounding area? Explain.

NO, FENCE WILL BE 14' OFF ROUTE 82.

Fee: Payable to East Marlborough Township (non-refundable)

Residential: \$750, initial hearing
\$125/ hour, continuation

Non-residential: \$1,000, initial hearing
\$125/ hour, continuation

Zoning Hearing of Validity Challenges:
\$3,000, initial hearing
\$ 300, continuance fee, per hour, after first hearing

Submit application to: East Marlborough Township
721 Unionville Road
Kennett Square, PA 19348

This Indenture Made the 10th day of

February in the year of our Lord one thousand nine hundred and ninety five (1995)

Between ROBERT F. MANCILL and JANET M. MANCILL, his wife,

(hereinafter called the Grantors), of the one part, and

THOMAS M. MANCILL and BARBARA A. MANCILL, his wife,

(hereinafter called the Grantees), of the other part,

Witnesseth That the said Grantors

for and in consideration of the sum of money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees their heirs and assigns,

ALL THAT CERTAIN MESSUAGE AND TWO TRACTS OF LAND situate in East Marlborough Township, Chester County, Pennsylvania, bounded and described as follows:

#1 BEGINNING at a point in the middle of the public road leading from Kennett Square to Willowdale, the southwest corner of land of Marion L. McKay et vir; thence by the same South 87 degrees 38 minutes East two hundred twenty five (225) feet to a point in lands of Lillian G. Jackson et vir; thence along said lands, South 5 degrees West one hundred (100) feet to a stake; thence North 87 degrees 30 minutes West two hundred twenty five (225) feet to the middle of said public road; thence along the middle of said road North 5 degrees East one hundred (100) feet to place of beginning.

CONTAINING 22,500 square feet of land, more or less.

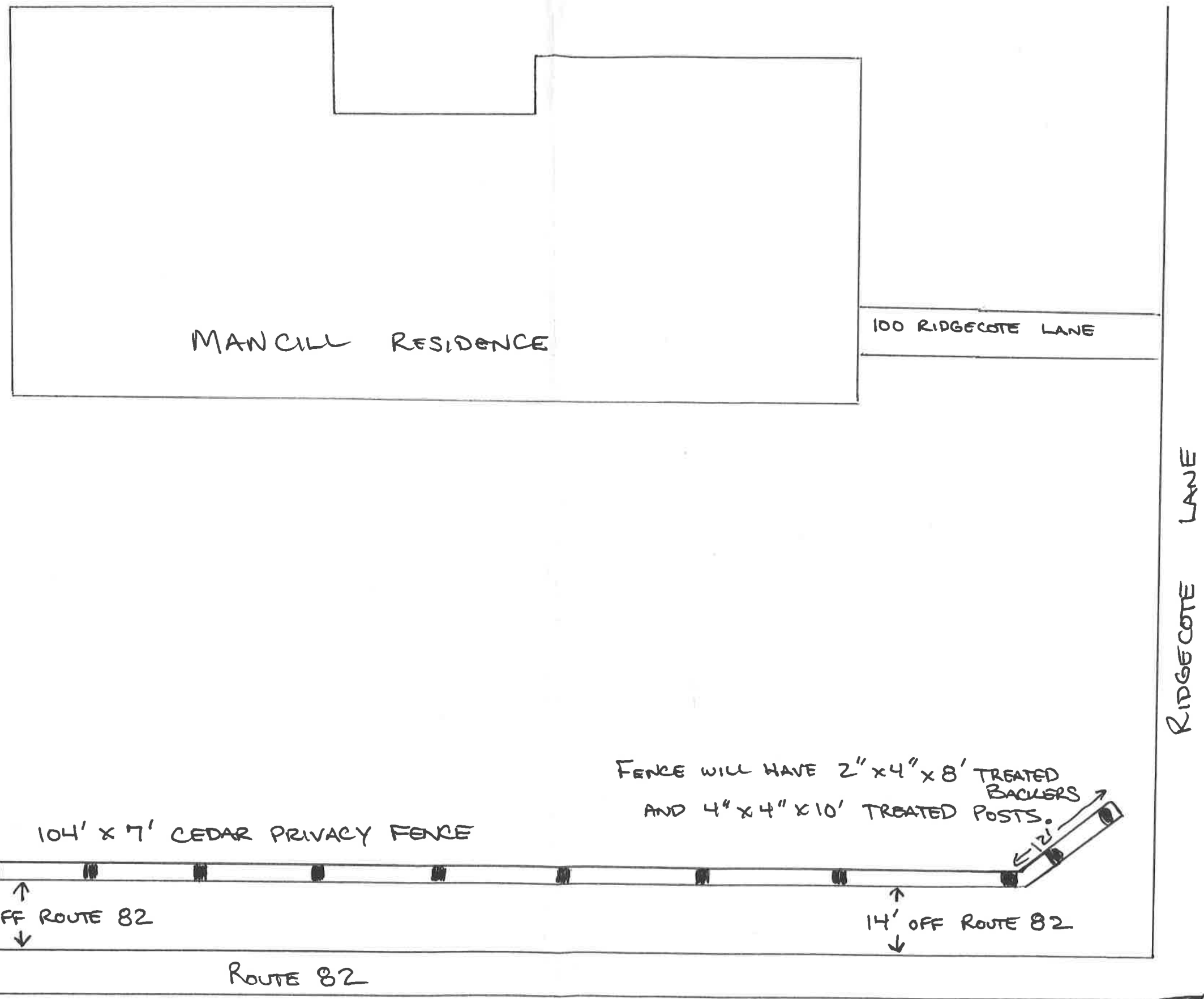
UNDER and subject to restrictions, limitations, and covenants as set forth in full in said deed, as covenants running with the land.

#2 BEGINNING at an original stake, now an iron pin, at the southeast corner of Lot #1 said pin being in the north line of Ridgescote Lane 35 feet wide; thence along line of Lot #1 due North one hundred (100) feet to an iron pin, a corner of land now or late of said McKays; thence by a line being the continuation of property line between land herein conveyed and McKay, North 87 degrees 22 minutes East forty nine and ninety nine hundredths (49.99) feet to an iron pin set in line of land of Charles T. Porter; thence along Porter's land due South ninety nine and eighty-three hundredths (99.83) feet to an iron pin in north line of said Ridgescote Lane; thence along north line of same South 87 degrees 10 minutes West fifty (50) feet to the place of beginning.

CONTAINING 4,990 square feet of land, more or less.

BK3862PG0012

EXAMPLE
FENCE, SEE
FENCE ACROSS
FROM EPISCOPAL
CHURCH IN
KENNETT SQUARE.





**VANDEMARK
& LYNCH, INC.**
ENGINEERS • PLANNERS • SURVEYORS

4305 MILLER ROAD
WILMINGTON, DE 19802-1901
(302) 764-7635 FAX (302) 764-4170
www.vandemarklynch.com

[Return to Agenda](#)

MEMORANDUM

Project No. 23425.40

TO: Board of Supervisors, East Marlborough Township

FROM: Lisa Donlon, P.E., VanDemark & Lynch, Inc. 

**RE: Northridge - Phases 1a/1b: Escrow Release #18
Phase 2: Escrow Release #6**

DATE: April 26, 2021

We received an escrow release request from the developer on April 23, 2021 in the amount of \$3,374.55 for Phases 1a/b, and \$96,009.86 for Phase 2. We have reviewed the work completed in the field, and recommend release of the requested amounts.

The requested items included:

Phase 1a/b

- Construction Review (\$3,374.55, 51% complete)

Phase 2

- Erosion and Sediment Control (\$825.00, 28% complete)
- Sitework (\$5,000.00, 46% complete)
- Sanitary Sewer (\$62,025.00, 80% complete)
- Storm Sewer (\$16,987.00, 28% complete)
- Construction Review (\$7,072.86, 20% complete)
- Contingency (\$4,100.00, 5% complete)

We have attached a signed copy of the escrow release.

If you have any questions, please call.

Attachments: **Escrow Account Schedules
Release Request
Certifications of Completion**

cc: Ryan Jennings, Esq.
Nick Ceritano, Thompson Homes

EAST MARLBOROUGH TOWNSHIP

721 Unionville Road
Kennett Square, PA 19348

Attn: Neil Lovekin, Township Manager

In accordance with the Township-Builders Escrow Agreement for public improvements for the below referenced project, we hereby request public monies to be released from escrow for the following items of work which have been completed:

Site Work and Development Escrow Account			Douglas C. White - "Northridge"			
Item No.	Description of Work	Scheduled value	Previous work	This period	Total completed	Balance to finish
Phases 1a & 1b						
Erosion & Sediment Control:						
1	Construction Entrance	\$ 4,380.00	\$ 4,380.00	\$ -	\$ 4,380.00	\$ -
	Inlet Protection	\$ 3,000.00	\$ 2,800.00	\$ -	\$ 2,800.00	\$ 200.00
	Temp Riser w/ skimmer	\$ 6,107.00	\$ 6,107.00	\$ -	\$ 6,107.00	\$ -
	24" Silt Sock	\$ 4,914.00	\$ 4,422.60	\$ -	\$ 4,422.60	\$ 491.40
	30" Silt Fence	\$ 1,914.00	\$ 1,722.60	\$ -	\$ 1,722.60	\$ 191.40
	Orange Construction Fence	\$ 6,765.00	\$ 6,765.00	\$ -	\$ 6,765.00	\$ -
	Sed. Trap Maintenance	\$ 10,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 8,000.00
	Basin Baffles	\$ 6,975.00	\$ 6,975.00	\$ -	\$ 6,975.00	\$ -
	Rock Filter Outlet	\$ 495.00	\$ 495.00	\$ -	\$ 495.00	\$ -
	River Rock	\$ 3,740.00	\$ -	\$ -	\$ -	\$ 3,740.00
	Temporary Endwall (Install & Remove)	\$ 3,500.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 500.00
	Temporary 30" HDPE (Install & Remove)	\$ 17,760.00	\$ 14,760.00	\$ -	\$ 14,760.00	\$ 3,000.00
	Temporary Manhole (Install & Remove)	\$ 3,500.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 500.00
	Subtotal	\$ 73,050.00	\$ 56,427.20	\$ -	\$ 56,427.20	\$ 16,622.80
2	Site Work					
	Clearing & Grubbing	\$ 13,140.00	\$ 13,140.00	\$ -	\$ 13,140.00	\$ -
	Remove Existing roadway	\$ 6,283.00	\$ -	\$ -	\$ -	\$ 6,283.00
	Relocate Existing Gas Line (Allowance)	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00
	Relocate Existing Electric Line (Allowance)	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00
	Strip Topsoil (ROW, Basin, Lots)	\$ 16,000.00	\$ 16,000.00	\$ -	\$ 16,000.00	\$ -
	Bulk Cut/Fill	\$ 150,000.00	\$ 145,000.00	\$ -	\$ 145,000.00	\$ 5,000.00
	Grade Streets	\$ 4,356.00	\$ 3,300.00	\$ -	\$ 3,300.00	\$ 1,056.00
	Temp. Driveway (Everfast)	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -
	Replace Topsoil (street ROW, Basin, Lots)	\$ 32,000.00	\$ 22,480.00	\$ -	\$ 22,480.00	\$ 9,520.00
	Basin Fence	\$ 29,656.00	\$ -	\$ -	\$ -	\$ 29,656.00
	Subtotal	\$ 286,435.00	\$ 214,920.00	\$ -	\$ 214,920.00	\$ 71,515.00
3	Sanitary Sewer:					
	8" PVC	\$ 62,720.00	\$ 62,720.00	\$ -	\$ 62,720.00	\$ -
	6" PVC	\$ 51,300.00	\$ 51,300.00	\$ -	\$ 51,300.00	\$ -
	Manholes	\$ 52,800.00	\$ 52,800.00	\$ -	\$ 52,800.00	\$ -
	Flush & Video Pipe	\$ 5,120.00	\$ -	\$ -	\$ -	\$ 5,120.00
	Testing	\$ 5,000.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00
	Subtotal	\$ 176,940.00	\$ 169,320.00	\$ -	\$ 169,320.00	\$ 7,620.00
4	Storm Sewer					
	Outlet Structures	\$ 8,700.00	\$ 8,700.00	\$ -	\$ 8,700.00	\$ -
	Endwalls	\$ 10,950.00	\$ 10,950.00	\$ -	\$ 10,950.00	\$ -
	Inlets	\$ 49,650.00	\$ 46,340.00	\$ -	\$ 46,340.00	\$ 3,310.00
	Anti-Seep Collars	\$ 3,080.00	\$ 3,080.00	\$ -	\$ 3,080.00	\$ -
	Rip-Rap	\$ 8,415.00	\$ 8,415.00	\$ -	\$ 8,415.00	\$ -
	15" HDPE	\$ 7,889.00	\$ 7,889.00	\$ -	\$ 7,889.00	\$ -
	18" HDPE	\$ 3,145.00	\$ -	\$ -	\$ -	\$ 3,145.00
	24" HDPE	\$ 43,320.00	\$ 43,320.00	\$ -	\$ 43,320.00	\$ -
	30" HDPE	\$ 17,215.00	\$ 17,215.00	\$ -	\$ 17,215.00	\$ -

Site Work and Development Escrow Account

Douglas C. White - "Northridge"

Item No.	Description of Work	Scheduled value	Previous work	This period	Total completed	Balance to finish
	36" RCP	\$ 5,115.00	\$ 5,115.00	\$ -	\$ 5,115.00	\$ -
	6" Sched. 40 w/valve	\$ 3,984.00	\$ 3,984.00	\$ -	\$ 3,984.00	\$ -
	Pavement Base Drain	\$ 7,000.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00
	Subtotal	\$ 168,463.00	\$ 158,508.00	\$ -	\$ 158,508.00	\$ 9,955.00
5	Water:					
	8" DIP	\$ 90,200.00	\$ 80,800.00	\$ -	\$ 80,800.00	\$ 9,400.00
	6" DIP	\$ 10,150.00	\$ 10,150.00	\$ -	\$ 10,150.00	\$ -
	8" Gate Valve	\$ 25,620.00	\$ 25,620.00	\$ -	\$ 25,620.00	\$ -
	6" Gate Valve	\$ 3,750.00	\$ 3,750.00	\$ -	\$ 3,750.00	\$ -
	Fire Hydrant	\$ 19,800.00	\$ 19,800.00	\$ -	\$ 19,800.00	\$ -
	8"x2" Blowoff	\$ 5,440.00	\$ 5,440.00	\$ -	\$ 5,440.00	\$ -
	1" Copper Services	\$ 43,420.00	\$ 43,420.00	\$ -	\$ 43,420.00	\$ -
	Testing	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -
	Subtotal	\$ 201,380.00	\$ 191,980.00	\$ -	\$ 191,980.00	\$ 9,400.00
6	Curbs					
	Belgian Block	\$ 12,535.00	\$ 12,535.00	\$ -	\$ 12,535.00	\$ -
	18" Vertical	\$ 37,635.00	\$ 34,060.00	\$ -	\$ 34,060.00	\$ 3,575.00
	Subtotal	\$ 50,170.00	\$ 46,595.00	\$ -	\$ 46,595.00	\$ 3,575.00
7	Paving					
	6" 3A Modified	\$ 33,660.00	\$ 25,500.00	\$ -	\$ 25,500.00	\$ 8,160.00
	5" BCBC	\$ 84,870.00	\$ 62,790.00	\$ -	\$ 62,790.00	\$ 22,080.00
	2" Binder	\$ 36,900.00	\$ 27,300.00	\$ -	\$ 27,300.00	\$ 9,600.00
	1.5" Wearing	\$ 31,365.00	\$ -	\$ -	\$ -	\$ 31,365.00
	Temp. Stone road	\$ 30,000.00	\$ 20,688.75	\$ -	\$ 20,688.75	\$ 9,311.25
	Signs	\$ 6,720.00	\$ 960.00	\$ -	\$ 960.00	\$ 5,760.00
	Subtotal	\$ 223,515.00	\$ 137,238.75	\$ -	\$ 137,238.75	\$ 86,276.25
8	Sidewalk					
	4" Conc	\$ 44,460.00	\$ 23,886.00	\$ -	\$ 23,886.00	\$ 20,574.00
	6" Driveway Crossing	\$ 3,960.00	\$ 1,920.00	\$ -	\$ 1,920.00	\$ 2,040.00
	HC Ramps	\$ 1,600.00	\$ 800.00	\$ -	\$ 800.00	\$ 800.00
	Pedestrian Path connection thru Phases 3 & 4:	\$ 8,680.00	\$ -	\$ -	\$ -	\$ 8,680.00
	Subtotal	\$ 58,700.00	\$ 26,606.00	\$ -	\$ 26,606.00	\$ 32,094.00
9	Seeding/Matting					
	Temp Seeding	\$ 29,350.00	\$ 22,033.00	\$ -	\$ 22,033.00	\$ 7,317.00
	NAG S-75	\$ 20,870.00	\$ 18,223.00	\$ -	\$ 18,223.00	\$ 2,647.00
	NAG P-300	\$ 418.00	\$ 418.00	\$ -	\$ 418.00	\$ -
	Subtotal	\$ 50,638.00	\$ 40,674.00	\$ -	\$ 40,674.00	\$ 9,964.00
10	Landscaping					
	Deciduous Trees	\$ 21,500.00	\$ 2,750.00	\$ -	\$ 2,750.00	\$ 18,750.00
	Buffer Plantings (in Phases 1a & 1b):					
	Deciduous Trees	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
	Evergreen Trees	\$ 66,850.00	\$ 8,750.00	\$ -	\$ 8,750.00	\$ 58,100.00
	Understory Trees	\$ 19,800.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 18,300.00
	Deciduous Shrubs	\$ 20,687.50	\$ -	\$ -	\$ -	\$ 20,687.50
	Wetland Buffer Plantings - Tree Whips (Incl. Shelter & Deer Guard)	\$ 10,083.50	\$ -	\$ -	\$ -	\$ 10,083.50
	Wetland Buffer Plantings - Decid. Shrubs	\$ 6,321.00	\$ -	\$ -	\$ -	\$ 6,321.00
	Wetland Buffer Plantings - Herbaceous	\$ 942.00	\$ -	\$ -	\$ -	\$ 942.00
	Mulch	\$ 2,875.00	\$ -	\$ -	\$ -	\$ 2,875.00
	Ernst Meadow Seeding	\$ 8,580.00	\$ -	\$ -	\$ -	\$ 8,580.00
	Subtotal	\$ 159,639.00	\$ 13,000.00	\$ -	\$ 13,000.00	\$ 146,639.00
11	Survey					
	Construction Stakeout	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -
	Conc. Monuments	\$ 2,470.00	\$ -	\$ -	\$ -	\$ 2,470.00
	Iron Pins	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00
	SWM As-Built	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00
	Subtotal	\$ 36,370.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 6,370.00

Site Work and Development Escrow Account


Douglas C. White - "Northridge"

Item No.	Description of Work	Scheduled value	Previous work	This period	Total completed	Balance to finish
	Total	\$ 1,485,300.00	\$ 1,085,268.95	\$ -	\$ 1,085,268.95	\$ 400,031.05
	Construction review / inspection	\$ 74,265.00	\$ 53,901.12	\$ 3,374.55	\$ 57,275.67	\$ 16,989.33
	Contingency	\$ 155,957.00	\$ 79,428.62	\$ -	\$ 79,428.62	\$ 76,528.38
	Grand Total	\$ 1,715,522.00	\$ 1,218,598.69	\$ 3,374.55	\$ 1,221,973.24	\$ 493,548.76
	TOTAL THIS REQUEST			\$ 3,374.55		

Builder / Developer

Date

The above items have been inspected and are hereby approved for the release of escrow in the above manner.



VanDemark & Lynch, Inc.

Date

East Marlborough Township

Date

EAST MARLBOROUGH TOWNSHIP

721 Unionville Road
Kennett Square, PA 19348

Attn: Neil Lovekin, Township Manager

In accordance with the Township-Builders Escrow Agreement for public improvements for the above referenced project, we hereby request public monies to be released from escrow for the following items of work which have been completed:

Site Work and Development Escrow Account Douglas C. White - "Northridge"

Item No.	Description of Work	Scheduled value	Previous work	This period	Total completed	Balance to finish
Phase 2						
1	Erosion & Sediment Control:					
	Construction Entrance	\$ 2,190.00	\$ 2,190.00	\$ -	\$ 2,190.00	\$ -
	Inlet Protection	\$ 2,600.00	\$ -	\$ -	\$ -	\$ 2,600.00
	30" Silt Fence	\$ 2,032.80	\$ -	\$ 825.00	\$ 825.00	\$ 1,207.80
	Orange Construction Fence	\$ 354.75	\$ 354.75	\$ -	\$ 354.75	\$ -
	Sed. Trap Maintenance	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00
	Subtotal	\$ 12,177.55	\$ 2,544.75	\$ 825.00	\$ 3,369.75	\$ 8,807.80
2	Site Work					
	Clearing & Grubbing	\$ 4,300.00	\$ 4,300.00	\$ -	\$ 4,300.00	\$ -
	Remove Existing roadway	\$ 11,382.60	\$ 11,382.60	\$ -	\$ 11,382.60	\$ -
	Relocate Existing Gas Line (Allowance)	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00
	Relocate Existing Electric Line (Allowance)	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00
	Remove Existing Storm Sewer	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00
	Strip Topsoil (ROW, Basin, Lots)	\$ 4,000.00	\$ 3,600.00	\$ -	\$ 3,600.00	\$ 400.00
	Bulk Cut/Fill	\$ 57,500.00	\$ 28,750.00	\$ 5,000.00	\$ 33,750.00	\$ 23,750.00
	Grade Streets	\$ 2,585.00	\$ -	\$ -	\$ -	\$ 2,585.00
	Temp. Driveway (Everfast)	\$ 33,000.00	\$ 33,000.00	\$ -	\$ 33,000.00	\$ -
	Replace Topsoil (street ROW, Basin, Lots)	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00
	Subtotal	\$ 185,767.60	\$ 81,032.60	\$ 5,000.00	\$ 86,032.60	\$ 99,735.00
3	Sanitary Sewer:					
	8" PVC	\$ 38,220.00	\$ 7,350.00	\$ 30,870.00	\$ 38,220.00	\$ -
	6" PVC	\$ 33,155.00	\$ 2,850.00	\$ 17,955.00	\$ 20,805.00	\$ 12,350.00
	Manholes	\$ 22,000.00	\$ 8,800.00	\$ 13,200.00	\$ 22,000.00	\$ -
	Flush & Video Pipe	\$ 5,912.00	\$ -	\$ -	\$ -	\$ 5,912.00
	Testing	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00
	Subtotal	\$ 100,787.00	\$ 19,000.00	\$ 62,025.00	\$ 81,025.00	\$ 19,762.00
4	Storm Sewer					
	Endwalls	\$ 2,190.00	\$ 2,190.00	\$ -	\$ 2,190.00	\$ -
	Inlets	\$ 43,030.00	\$ 3,310.00	\$ 3,310.00	\$ 6,620.00	\$ 36,410.00
	Rip-Rap	\$ 2,475.00	\$ 2,475.00	\$ -	\$ 2,475.00	\$ -
	15" HDPE	\$ 9,539.25	\$ -	\$ -	\$ -	\$ 9,539.25
	18" HDPE	\$ 4,377.50	\$ -	\$ -	\$ -	\$ 4,377.50
	24" HDPE	\$ 6,887.50	\$ -	\$ -	\$ -	\$ 6,887.50
	36" HDPE	\$ 32,994.00	\$ 3,877.00	\$ 13,677.00	\$ 17,554.00	\$ 15,440.00
	Subtotal	\$ 101,493.25	\$ 11,852.00	\$ 16,987.00	\$ 28,839.00	\$ 72,654.25
5	Water:					
	8" DIP	\$ 42,100.00	\$ -	\$ -	\$ -	\$ 42,100.00
	6" DIP	\$ 1,400.00	\$ -	\$ -	\$ -	\$ 1,400.00
	8" Gate Valve	\$ 5,490.00	\$ -	\$ -	\$ -	\$ 5,490.00
	6" Gate Valve	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00
	Fire Hydrant	\$ 7,920.00	\$ -	\$ -	\$ -	\$ 7,920.00
	8"x2" Blowoff	\$ 1,360.00	\$ -	\$ -	\$ -	\$ 1,360.00
	1" Copper Services	\$ 23,380.00	\$ -	\$ -	\$ -	\$ 23,380.00
	Testing	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
	Subtotal	\$ 87,150.00	\$ -	\$ -	\$ -	\$ 87,150.00
6	Curbs					
	18" Vertical	\$ 29,250.00	\$ -	\$ -	\$ -	\$ 29,250.00
	Subtotal	\$ 29,250.00	\$ -	\$ -	\$ -	\$ 29,250.00
7	Paving					

Site Work and Development Escrow Account Douglas C. White - "Northridge"


Item No.	Description of Work	Scheduled value	Previous work	This period	Total completed	Balance to finish
	6" 3A Modified	\$ 19,975.00	\$ -	\$ -	\$ -	\$ 19,975.00
	5" BCBC	\$ 54,050.00	\$ -	\$ -	\$ -	\$ 54,050.00
	2" Binder	\$ 23,500.00	\$ -	\$ -	\$ -	\$ 23,500.00
	1.5" Wearing	\$ 19,975.00	\$ -	\$ -	\$ -	\$ 19,975.00
	Signs	\$ 1,440.00	\$ -	\$ -	\$ -	\$ 1,440.00
	Subtotal	\$ 118,940.00	\$ -	\$ -	\$ -	\$ 118,940.00
8	Sidewalk					
	4" Conc	\$ 17,568.00	\$ -	\$ -	\$ -	\$ 17,568.00
	6" Driveway Crossing	\$ 6,048.00	\$ -	\$ -	\$ -	\$ 6,048.00
	HC Ramps	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00
	Subtotal	\$ 24,016.00	\$ -	\$ -	\$ -	\$ 24,016.00
9	Seeding/Matting					
	Temp Seeding	\$ 10,395.00	\$ -	\$ -	\$ -	\$ 10,395.00
	NAG S-75	\$ 3,250.00	\$ -	\$ -	\$ -	\$ 3,250.00
	Subtotal	\$ 13,645.00	\$ -	\$ -	\$ -	\$ 13,645.00
10	Landscaping					
	Street & Open Space plantings:					
	Deciduous Trees	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00
	Evergreen Trees	\$ 10,850.00	\$ -	\$ -	\$ -	\$ 10,850.00
	Understory Trees	\$ 6,300.00	\$ -	\$ -	\$ -	\$ 6,300.00
	Deciduous Shrubs	\$ 7,062.50	\$ -	\$ -	\$ -	\$ 7,062.50
	Mulch	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00
	Ernst Meadow Seeding	\$ 8,100.00	\$ -	\$ -	\$ -	\$ 8,100.00
	Subtotal	\$ 44,762.50	\$ -	\$ -	\$ -	\$ 44,762.50
11	Survey					
	Construction Stakeout	\$ 4,500.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,500.00
	Subtotal	\$ 4,500.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,500.00
	Construction review / inspection	\$ 36,124.00	\$ -	\$ 7,072.86	\$ 7,072.86	\$ 29,051.14
	Contingency	\$ 75,861.00	\$ -	\$ 4,100.00	\$ 4,100.00	\$ 71,761.00
				\$ -		
	GRAND TOTAL	\$ 834,473.90	\$ 116,429.35	\$ 96,009.86	\$ 212,439.21	\$ 622,034.69

TOTAL THIS REQUEST	\$ 96,009.86
---------------------------	---------------------

Builder / Developer

Date

The above items have been inspected and are hereby approved for the release of escrow in the above manner.

 4/26/2021
 VanDemark & Lynch, Inc. Date

East Marlborough Township

Date

EXHIBIT "C"

**CERTIFICATE OF COMPLETION AND
AUTHORIZATION OF REDUCTION AND RELEASE
Phase 1A and 1B NO. 18
Phase II No. 6**

WE, THE UNDERSIGNED, HEREBY:

A. CERTIFY that the work and Improvements, described herein below, completion of which is provided under and by that certain Development Agreement between East Marlborough Township ("Township") Villages at North Ridge, LLC. ("Developer"), dated _____ 201 , concerning the construction, installation and completion of Improvements in the Villages at Northridge Subdivision and Land Development, have been completed to the extent of the amount indicated in item I below; and

B. AUTHORIZE Meridian Bank, pursuant to the Development Agreement and related Financial Security Agreement of the same date, **TO REDUCE** the Financial Security, in the nature of a \$99,384.41 provided and held with said 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 Township of the work and Improvements described herein below (or of any other work performed or any Improvements installed or constructed), nor shall this Certificate and Authorization constitute any waiver by Township of its rights to inspect and approve the work and Improvements described herein below (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
\$99,384.41

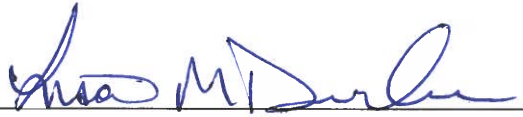
II. less AMOUNT OF RETAINAGE (10%)

\$ -0-

III. AMOUNT OF REDUCTION AND RELEASE

\$99,384.41

4/26/2021
Date


Township Engineer

Date

**Chairman, East Marlborough Township
Board of Supervisors**

Villages at Northridge, LLC
981 A South Bolmar Street
West Chester, PA 19382
Phone: 484-887-8520 Fax: 484-887-8212

April 23, 2021

Lisa Donlon, P.E.
Vandemark & Lynch, Inc.
4305 Miller Road
Wilmington, DE 19802

**Re: Village at Northridge Phase 1A and 1B Escrow Release #18 and Phase II
Release #6**

Lisa,

Attached please find Phase 1A and 1B Escrow Release #18 dated 4/23/21 for the Villages at Northridge in East Marlborough Township in the amount of \$3,374.55 and Phase II Escrow Release #6 in the amount of \$96,009.86.

We hope you find this release in agreement with your findings and will present to the Board on May 3, 2021

Please let us know if you have any questions.

Sincerely,

Nick Ceritano



**VANDEMARK
& LYNCH, INC.**
ENGINEERS • PLANNERS • SURVEYORS

4305 MILLER ROAD
WILMINGTON, DE 19802-1901
(302) 764-7635 FAX (302) 764-4170
www.vandemarklynch.com

[Return to Agenda](#)

MEMORANDUM

Project No. 23425.70

TO: Board of Supervisors, East Marlborough Township

FROM: Lisa Donlon, P.E., VanDemark & Lynch, Inc. 

RE: UCFSD - Escrow Release #3

DATE: April 28, 2021

We received an escrow release request for the above referenced project on April 22, 2021. After reviewing the work in the field, we recommend release of \$97,206.50.

The recommended release consists of:

- Erosion & Sediment Control (\$36,679.00, 20% complete)
- Sitework (\$17,625.00, 16% complete)
- Paving and Sidewalk (\$32,902.50, 16% complete)
- Miscellaneous (\$10,000.00, 42% complete)

Attached is a signed copy of the escrow release.

If you have any questions, please call.

Attachments: **Escrow Account Schedule**

cc: Ross Unruh/Ryan Jennings, Esq., UTBF
James Whitesel, UCFSD

East Marlborough Township
 721 Unionville Road
 Kennett Square, PA 19348

Escrow Release No. 3

Attn: Neil Lovekin, Township Manager

In accordance with the Township-Builders Escrow Agreement for public improvements for the below referenced project,
 we hereby request public monies to be released from escrow for the following items of work which have been completed:

Sitework and Development Escrow Account			Unionville Chadds Ford School District - Outdoor Facilities Enhancements			
Item No.	Description of Work	Scheduled value	Previous work	This period	Total completed	Balance to finish
1	MOBILIZATION					
	Mobilization	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -
		\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -
2	EROSION AND SEDIMENT CONTROL					
	LOD Fence	\$ 20,700.00	\$ 5,000.00	\$ 1,210.00	\$ 6,210.00	\$ 14,490.00
	OCF Rain Garden #2	\$ 780.00	\$ -	\$ -	\$ -	\$ 780.00
	Construction Entrance	\$ 7,500.00	\$ 4,875.00	\$ 2,625.00	\$ 7,500.00	\$ -
	Stone Access Drive @ Const. Ent #2	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -
	12" Compost Filter Sock	\$ 6,000.00	\$ 3,900.00	\$ 2,100.00	\$ 6,000.00	\$ -
	18" Compost Filter Sock	\$ 2,250.00	\$ 1,460.00	\$ 790.00	\$ 2,250.00	\$ -
	24" Compost Filter Sock	\$ 13,440.00	\$ 8,736.00	\$ 4,704.00	\$ 13,440.00	\$ -
	Slope Matting (Turf Field area)	\$ 4,050.00	\$ -	\$ -	\$ -	\$ 4,050.00
	Concrete Washout Area	\$ 1,500.00	\$ 975.00	\$ -	\$ 975.00	\$ 525.00
	Temp Seed Stockpiles	\$ 2,120.00	\$ -	\$ -	\$ -	\$ 2,120.00
	Topsoil, seed and mulch LOD 1 (Baseball Field)	\$ 171,000.00	\$ -	\$ -	\$ -	\$ 171,000.00
	Topsoil, seed and mulch LOD 2 (Softball Field)	\$ 67,500.00	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 47,500.00
	Topsoil, seed and mulch LOD 2 (Turf field)	\$ 36,000.00	\$ -	\$ -	\$ -	\$ 36,000.00
	E&S Maintenance	\$ 5,000.00	\$ 750.00	\$ 250.00	\$ 1,000.00	\$ 4,000.00
	Sediment Trap:					
	Sed. Trap Cut/Fill	\$ 5,500.00	\$ 5,500.00	\$ -	\$ 5,500.00	\$ -
	Sed. Trap ECB	\$ 2,730.00	\$ 2,730.00	\$ -	\$ 2,730.00	\$ -
	Swale 1 ECB	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -
	Swale 2 ECB	\$ 1,455.00	\$ 1,455.00	\$ -	\$ 1,455.00	\$ -
	Sed. Trap OS-300	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
	Sed. Trap Seep Collar	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
	15" HDPE	\$ 992.00	\$ -	\$ -	\$ -	\$ 992.00
	EW-301	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00
	Level Spreader #1	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00
	Sed. Trap Conversion	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00
	Sediment Trap 2:					
	Sed. Trap 2 Cut/Fill	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -
	Sed. Trap 2 Baffle	\$ 4,200.00	\$ 4,200.00	\$ -	\$ 4,200.00	\$ -
	Sed. Trap 2 OS-100	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
	15" HDPE	\$ 928.00	\$ -	\$ -	\$ -	\$ 928.00
	FES 101	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00
	Sed. Trap 2 ROP	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
	Sed. Trap 2 Conversion	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00

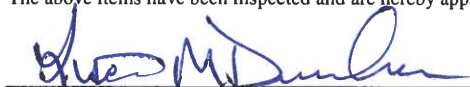
Item No.	Description of Work	Scheduled value	Previous work	This period	Total completed	Balance to finish
Sediment Basin 2:						
	Sed. Basin 2 Cut/Fill	\$ 17,000.00	\$ -	\$ -	\$ -	\$ 17,000.00
	Sed Basin 2 Baffle	\$ 7,700.00	\$ -	\$ -	\$ -	\$ 7,700.00
	Sed. Basin 2 Seep Collar	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00
	Swale 3 ECB	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00
	Swale 4 ECB	\$ 630.00	\$ -	\$ -	\$ -	\$ 630.00
	Sed. Basin 2 ECB	\$ 4,087.50	\$ -	\$ -	\$ -	\$ 4,087.50
	Sed. Basin 2 OS-200 w/ Temp riser	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
	24" HDPE	\$ 1,150.00	\$ -	\$ -	\$ -	\$ 1,150.00
	EW-201	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,250.00
	Level Spreader #2	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00
	Sed. Basin 2 Conversion	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00
		\$ 435,962.50	\$ 50,181.00	\$ 36,679.00	\$ 86,860.00	\$ 349,102.50
3	SITEWORK					
	Strip Topsoil LOD 1 (Baseball Field)	\$ 53,125.00	\$ 6,250.00	\$ 4,375.00	\$ 10,625.00	\$ 42,500.00
	Strip Topsoil LOD 2 (Softball Field)	\$ 22,500.00	\$ 22,500.00	\$ -	\$ 22,500.00	\$ -
	Strip Topsoil LOD 3 (Turf Field)	\$ 36,500.00	\$ -	\$ -	\$ -	\$ 36,500.00
	Cut to Fill LOD 1 (Baseball Field)	\$ 15,000.00	\$ 1,750.00	\$ 1,250.00	\$ 3,000.00	\$ 12,000.00
	Cut to Fill LOD 2 (Softball Field)	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -
	Cut to Fill LOD 1 (Turf Field)	\$ 80,000.00	\$ -	\$ -	\$ -	\$ 80,000.00
	Export Excess Cut	\$ 120,000.00	\$ 12,000.00	\$ 12,000.00	\$ 24,000.00	\$ 96,000.00
	M Top Inlets	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00
	Storm Manholes	\$ 5,600.00	\$ -	\$ -	\$ -	\$ 5,600.00
	Flared End Section FES-204	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00
	Endwall EW-100	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00
	EW-100 ROP	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
	15" HDPE	\$ 51,840.00	\$ -	\$ -	\$ -	\$ 51,840.00
	18" HDPE	\$ 30,400.00	\$ -	\$ -	\$ -	\$ 30,400.00
		\$ 441,765.00	\$ 52,500.00	\$ 17,625.00	\$ 70,125.00	\$ 371,640.00
4	STORMWATER MANAGEMENT					
	Rain Garden 1					
	Underdrain	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,320.00
	Amended Soils	\$ 3,600.00	\$ -	\$ -	\$ -	\$ 3,600.00
	Rain Garden 2					
	Underdrain	\$ 960.00	\$ -	\$ -	\$ -	\$ 960.00
	Amended Soils	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,100.00
	Outlet Structure	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
	Rain Garden 3					
	Amended Soils	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600.00
	Subsurface Infiltration Basin 1					
	Underground Chamber System	\$ 722,000.00	\$ -	\$ -	\$ -	\$ 722,000.00
	Inlet MH	\$ 5,600.00	\$ -	\$ -	\$ -	\$ 5,600.00
	Outlet Structure	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00
	Infiltration Basin 2					
	Underdrain	\$ 3,120.00	\$ -	\$ -	\$ -	\$ 3,120.00
	AASHTO #3 Stone	\$ 31,500.00	\$ -	\$ -	\$ -	\$ 31,500.00
		\$ 776,300.00	\$ -	\$ -	\$ -	\$ 776,300.00
5	PAVING AND SIDEWALK					
	HC Ramps	\$ 21,000.00	\$ -	\$ -	\$ -	\$ 21,000.00
	5' Wide Asphalt Trail	\$ 37,400.00	\$ -	\$ -	\$ -	\$ 37,400.00
	Parking Lot Paving - Fine grade and compact	\$ 8,902.50	\$ -	\$ 8,902.50	\$ 8,902.50	\$ -
	Parking Lot Paving - 6" Stone Base	\$ 32,049.00	\$ -	\$ 24,000.00	\$ 24,000.00	\$ 8,049.00
	Parking Lot Paving - 4" Binder	\$ 56,976.00	\$ -	\$ -	\$ -	\$ 56,976.00
	Parking Lot Paving - 2" wearing	\$ 35,610.00	\$ -	\$ -	\$ -	\$ 35,610.00
	Curb	\$ 14,420.00	\$ -	\$ -	\$ -	\$ 14,420.00
		\$ 206,357.50	\$ -	\$ 32,902.50	\$ 32,902.50	\$ 173,455.00

Item No.	Description of Work	Scheduled value	Previous work	This period	Total completed	Balance to finish
6	LANDSCAPING					
	Deciduous trees, 2.5" caliper	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00
	Evergreen trees, 6' hgt.	\$ 16,400.00	\$ -	\$ -	\$ -	\$ 16,400.00
	Bush/Shrub	\$ 8,625.00	\$ -	\$ -	\$ -	\$ 8,625.00
	Groundcover (Peat Pot)	\$ 3,540.00	\$ -	\$ -	\$ -	\$ 3,540.00
	Groundcover (Woody)	\$ 4,095.00	\$ -	\$ -	\$ -	\$ 4,095.00
	Ornamental Trees	\$ 3,600.00	\$ -	\$ -	\$ -	\$ 3,600.00
	Raingarden Plants	\$ 6,800.00	\$ -	\$ -	\$ -	\$ 6,800.00
		<u>\$ 73,060.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 73,060.00</u>
7	MISCELLANEOUS					
	SWM As-builts/NOT	\$ 16,000.00	\$ -	\$ -	\$ -	\$ 16,000.00
	Stop Sign	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
	OM1-3 Object Marker	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00
	Bus Access Drive Gate/Signage	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
	HC Parking Sign	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00
	Stripe Parking Space (Bus Lot)	\$ 75.00	\$ -	\$ -	\$ -	\$ 75.00
	Stripe Parking Lot	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00
	HC Parking Striping/Logo	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00
	Parking Bumpers	\$ 6,700.00	\$ -	\$ -	\$ -	\$ 6,700.00
	Construction Stakeout	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ -
		<u>\$ 47,825.00</u>	<u>\$ 10,000.00</u>	<u>\$ 10,000.00</u>	<u>\$ 20,000.00</u>	<u>\$ 27,825.00</u>
	Inspection (approx. 5% Cost of Work)	\$ 99,813.50	\$ -	\$ -	\$ -	\$ 99,813.50
	Contingency @ 10%	\$ 209,608.00	\$ -	\$ -	\$ -	\$ 209,608.00
	Grand Total	\$ 2,305,691.50	\$ 127,681.00	\$ 97,206.50	\$ 224,887.50	\$ 2,080,804.00
TOTAL THIS REQUEST				\$ 97,206.50		

Builder/Developer

Date

The above items have been inspected and are hereby approved for the release of escrow in the above manner



VanDemark & Lynch, Inc.



Date

East Marlborough Township

Date

EXHIBIT B

FORM OF WITHDRAWAL NOTICE

To: Pennsylvania Local Government Investment Trust
Fax: (800) 252-9551 Phone: (800) 572-1472
Attention: Client Services Group

You are hereby authorized, pursuant to the Account Agreement dated as of Nov 1, 2020, to honor the following withdrawal from the following account:

Amount: \$ 97,206.⁵⁰

Account Party: Unionville Chadds Ford School District

Account No. ESCR3536092

Apply the withdrawal as follows: _____
Transfer to Capital Reserve # 3536021

PART I APPROVAL AND AUTHORIZATION. This withdrawal is approved and authorized by both the Municipality and the School District pursuant to the relevant development agreement(s) between the Municipality and the School District.

Unionville Chadds Ford School District

East Marlborough Township (Municipality)

By: [Signature]
Authorized Representative

By: _____
Authorized Representative

-- OR --

PART II APPROVAL AND AUTHORIZATION. This withdrawal is approved and authorized by the Municipality pursuant to the relevant development agreement(s) between the School District and the Municipality; no School District approval and authorization is required for this withdrawal.

East Marlborough Township (Municipality)

By: _____
Authorized Representative

Return to Agenda

REGULAR MEETING
BOARD OF SUPERVISORS
721 Unionville Road
Kennett Square, PA 19348

April 5, 2021
7:00 P.M.

1. CALL TO ORDER

Present:

Chairman McKinstry
Vice-Chairman Sarro
Supervisor Monahan
Supervisor Vannote

Township Staff & Consultants:

Ryan Jennings, Township Solicitor
Lisa Donlon, Township Engineer
Neil Lovekin, Township Manager
Hannah Christopher, Township Treasurer
Robert Clarke, Chief of Police

2. PUBLIC COMMENT

Andy Skean of Chalfont Road spoke of Toll Brothers Development and complained about noise as early as 6 a.m. on Easter Sunday. Manager Lovekin will address the issue with the site director at Unionville Walk.

3. GENERAL DISCUSSION

a. Upcoming Events:

The Lights Festival at Plantation Field will take place on April 23rd and 24th. This was approved at the March 1st Board of Supervisors Meeting.

b. Announcements:

An executive session was held prior to the Board of Supervisors meeting to discuss personnel and real estate matters.

4. PROCLAMATION HONORING GERALD DAVIS- FORMER CHIEF OF POLICE

Supervisor Sarro made a motion to approve resolution 2021-01 – a proclamation honoring Gerald W. Davis, former Chief of Police of East Marlborough, who passed away recently. Vice Chair Monahan seconded. Motion Carried 5-0.

5. NEW BUSINESS

- a. Denis Glaccum presented an outdoor event application for the plantation field trials in April 17-18, May 8-9, and June 5-6, 2021. Supervisor Vannote made a motion, Vice Chair Monahan seconded. Motion carried 5-0.

- b. Christine Norland and Rob Daniels gave the Regional Trails Committee Update and County Multi Municipal Mapping Contract. Supervisor Vannote made a motion to approve the mapping contract. Supervisor Matuszak seconded; motion carried 5-0.
- c. Supervisor Matuszak made a motion to approve the township agreement for the forested Buffer Restoration between Stroud Water Research and East Marlborough. Supervisor Vannote seconded; motion carried 5-0.
- d. Gerry Baker from Traffic Planning and Design presented a speed study and crash report for a portion of route 82 required to reduce speed limit to 35 MPH. Supervisor Sarro made a motion to approve the recommendation from Traffic Planning and Design to reduce the speed limit to 35 MPH for the segment of road between Unionville Road (Route 82) and 926 (Doe Run Road). Vice Chair Monahan seconded; motion carried 5-0.
- e. Supervisor Sarro made a motion to approve the 2021 budgeted equipment purchase of a John Deer Gator from the Unionville Park Fund. Supervisor Matuszak seconded., motion carried 5-0.
- f. Supervisor Matuszak made a motion to authorize advertising publicly to increase the number of alternates on the zoning hearing board by two individuals. Supervisor Sarro seconded; motion carried 5-0.

6. RESOLUTION NO. 2021-23

Supervisor Sarro made a motion to approve Resolution 2021-23, a resolution to establish a Young Lungs at Play program in the Unionville Park and playground area. Supervisor Vannote second, motion carried 5-0.

7. RESOLUTION NO. 2021-24: PENNSYLVANIA SAFE DIGGING MONTH

Resolution No. 2021-24 is a resolution recognizing the month of April as “Pennsylvania Safe Digging Month”. Supervisor Vannote made a motion to approve resolution 2021-24, Vice Chair Monahan second. Motion carried 5-0.

8. CONTINUING BUSINESS

- a. A request for proposals for professional auditing services for the fiscal year 2021, will be published in the Daily Local News and posted on the township website on May 10th. Supervisor Vannote made a motion to approve the RFP for auditing services for the year 2021. Supervisor Matuszak seconded; motion carried 5-0.
- b. Vice Chair Monahan made a motion to approve a proposal to facilitate strategic planning by N.J. Hess Associates. Supervisor Vannote seconded; motion carried 5-0.
- c. Tristan Ruh was not on call for to discuss the American Tower agreement.
- d. Manager Lovekin presented two applications which will be reviewed by the Zoning Hearing Board on May 12th at 7 p.m. virtually by a “Go to Meeting”. The applicants are Harold and Jennifer Ortiz of 104 Chalfont, and James and Carrie Lee of 213 Lily Lane. They will both go before the ZHB to ask for variances for swimming pools. (request for impervious coverage relief) No action taken.

- e. Engineer Donlon presented an escrow request from Northridge, phases 1a and 1b for \$15,271.00 and \$51,642.60 for Phase 2. Supervisor Vannote made a motion to approve the escrow release #17 recommended by Engineer Donlon, Vice Chair Monahan seconded, Motion carried 5-0.
- f. Engineer Donlon recommended an escrow release for UCFSD Release #2 in the amount of \$40,870.00. Vice Chair Monahan made a motion to approve the recommended release for UCFSD. Supervisor Matuszak seconded. Motion carried 5-0.
- g. Supervisor Vannote made a motion to approve a letter in support of Chester County's application to the Pennsylvania Department of Conservation and Natural Resources Community Recreation and Conservation Planning grant program to review and update their county wide rivers conservation plan, Watersheds. Supervisor Sarro seconded; motion carried 5-0.

9. APPROVAL OF MINUTES

Supervisor Sarro made a motion to approve the March minutes as submitted. Vice Chair Monahan seconded; motion carried 5-0.

10. TREASURERS REPORT AND MONTHLY BILLS

A motion was made by Vice Chair Monahan to approve the treasurers report and monthly bills. Supervisor Sarro seconded. seconded the motion. Motion carried by a vote of 5-0, to approve the Treasurer's Report and the Monthly Bills for the month of March 2021, as submitted.

<u>Fund</u>	<u>Expenditure</u>
General	\$108,715.82
Payroll	\$74,142.32
Sewer	\$81,439.06

11. ADJOURNMENT

All business having been discussed, a motion was made by Vice Chair Monahan, seconded by Supervisor Vannote, and carried by a vote of 5-0 to adjourn the meeting at 8:56 p.m.

Respectfully submitted,

Hannah Christopher
Treasurer/Assistant Township Manager

EAST MARLBOROUGH TOWNSHIP
TREASURER'S REPORT

ACCOUNT BALANCES

May 3, 2021

GENERAL FUND:

PLGIT #3679014	\$ 1,835,129.94
PLGIT Plus	\$ 1,863,663.89
BB&T Bank	\$ 15,261.64
TOTAL	\$ 3,714,055.47

PLGIT Escrow Funds	\$ 64,480.31
Open Space Funds	\$ 1,080,510.56
PLGIT Building Fund	\$ 2,576,190.30

SEWER FUNDS:

PLGIT #3679143	\$ 1,590,062.31
PLGIT PLUS	\$ 2,332,137.37

STATE FUND	\$ 413,096.14
-------------------	----------------------

DEVELOPMENT FUND	\$ 67,191.32
-------------------------	---------------------

UNIONVILLE PARK FUND	\$ 108,252.37
----------------------	---------------

FIRE TAX FUND	\$ 86,795.49
---------------	--------------



Existing Solely for Your Success

[PLGIT Program](#) | [Profile Update](#) | [Logout](#) | [Contact](#) | [FAQ](#)

Reports

[Balance Summary](#)
[Current Balance Summary](#)
[Monthly Summary](#)
[Previous Month Trans](#)
[Month to Date Trans](#)
[Query & Download Trans](#)
[Pending Transactions](#)
[Check Detail](#)
[Fixed Term Holdings](#)
[Statements](#)
[Monthly Statements](#)
[Daily Confirms](#)
[Documents](#)
[Statement Guide](#)
[IP Statement Guide](#)
[New Daily Confirm Format](#)
[Information](#)
[Account Information](#)
[Wire Payee Instructions](#)
[ACH Payee Instructions](#)
[Holiday Schedule](#)
[News & Alerts](#)
[EON Enhancements](#)

Reports

Transactions

Tools / Forms



Reports - Current Balance Summary

Report as of 4/30/2021

Your **Current Balance** represents your End of Day balance, from the prior Business day, plus or minus any pending transactions scheduled to settle today. Please note that this balance is only an indication of your balance and may change as additional transactions are entered or reversed. In addition, depending on the type of transactions, your current balance may or may not be available for withdrawal.

East Marlborough Township

Show inactive accounts : ☐

00003679014 - GENERAL FUND

Investment Type	Current Balance
PLGIT-Class	\$1,835,129.94
PLGIT/Reserve-Class	\$1,863,663.89
Subtotal	\$3,698,793.83

00003679056 - LAND TRUST

Investment Type	Current Balance
PLGIT-Class	\$1,917.10
PLGIT/Reserve-Class	\$668,986.53
Subtotal	\$670,903.63

00003679069 - STATE FUND

Investment Type	Current Balance
PLGIT-Class	\$413,096.14
Subtotal	\$413,096.14

00003679072 - DEVELOPMENT FUND

Investment Type	Current Balance
PLGIT-Class	\$66,136.10
PLGIT/Reserve-Class	\$1,055.22
Subtotal	\$67,191.32

00003679127 - GENERAL FUND OPEN SPACE

Investment Type	Current Balance
PLGIT-Class	\$321,296.70
PLGIT/Reserve-Class	\$759,213.86
Subtotal	\$1,080,510.56

00003679130 - ESCROW FUNDS

Investment Type	Current Balance
PLGIT-Class	\$6,307.25
PLGIT/Reserve-Class	\$58,173.06
Subtotal	\$64,480.31

00003679143 - SEWER FUND

Investment Type	Current Balance
PLGIT-Class	\$1,590,062.31
PLGIT/Reserve-Class	\$2,332,137.37
Subtotal	\$3,922,199.68

00003679156 - WILLOWDALE CHAPEL ESCROW

Investment Type	Current Balance
PLGIT-Class	\$0.00
PLGIT/Reserve-Class	\$102,011.27
Subtotal	\$102,011.27

00003679172 - UNIONVILLE PARK

Investment Type	Current Balance
PLGIT-Class	\$31,179.65
PLGIT/Reserve-Class	\$77,072.72
Subtotal	\$108,252.37

00003679173 - BUILDING FUND

Investment Type	Current Balance
PLGIT-Class	\$594,320.44
PLGIT/Reserve-Class	\$1,981,869.86
Subtotal	\$2,576,190.30

00003679200 - Fire Tax

Investment Type	Current Balance
PLGIT-Class	\$86,795.49
Subtotal	\$86,795.49

Grand total \$12,790,424.90

East Marlborough Township
Monthly Bills - General Fund
 April 7 through May 4, 2021

Date	Name	Amount
Apr 7 - May 4, 21		
04/08/2021	Republic Services	-531.44
04/13/2021	Dept. of Community and Economic Dev.	-81.88
04/15/2021	Road-Con, Inc	-106,365.24
04/16/2021	Dixie Land Energy, LLC	-698.53
04/16/2021	Chester Water Authority	-31,363.20
04/16/2021	MEA	-683.00
04/16/2021	Ready Refresh	-96.95
04/16/2021	AECOM Technical Services, Inc.	-7,630.33
04/16/2021	Aqua PA	-2,121.81
04/16/2021	Go Green 'N' Clean Car Wash	-190.00
04/16/2021	Telesystem	-552.49
04/16/2021	Lowe's	-177.54
04/16/2021	Eleanor J. Schwandt	-200.00
04/16/2021	Gale Lane Solar LLC	-118.81
04/16/2021	Unruh, Turner, Burke & Frees	-7,889.00
04/16/2021	Barbacane Thornton & Company	-1,400.00
04/16/2021	Gawthrop Greenwood	-2,368.00
04/16/2021	Accurate Building Inspections, Inc.	-2,601.30
04/16/2021	Joe Bonavita	-150.00
04/16/2021	21st Century Media - Philly Cluster	-449.22
04/16/2021	Traisr, LLC	-1,200.00
04/16/2021	Austin Swim	-114.19
04/16/2021	Regis Investment Properties	-65.80
04/16/2021	Verizon Wireless	-40.01
04/16/2021	Aqua Pennsylvania, Inc.	-18.60
04/16/2021	Comcast	-385.73
04/16/2021	Office Depot	-134.82
04/16/2021	United Inspection Agency, Inc	-9,887.50
04/16/2021	Penn Prime	-4,433.00
04/16/2021	SWIF	-1,312.00
04/16/2021	Matt Bender & Co., Inc.	-375.20
04/16/2021	New Enterprise Stone & Lime Co.	-917.02
04/16/2021	Keen Compressed Gas	-13.75
04/16/2021	Gerbron Wholesale	-23.90
04/16/2021	Wilhelm's Service Center	-2,304.22
04/16/2021	Canon Financial Services, Inc	-177.87
04/16/2021	Keystone Health Plan East	-12,800.80
04/16/2021	Comcast Business	-468.46
04/16/2021	Chambers, John	-100.00
04/16/2021	Hicks, Michael W	-100.00
04/16/2021	Hoover, Dan	-100.00
04/16/2021	Nash, Joseph C	-100.00
04/16/2021	de Vries, Bastiaan A.	-100.00
04/16/2021	PECO Energy	-1,660.34
04/16/2021	Gerbron Wholesale	-109.70
04/16/2021	NAPA Auto Parts	-240.37
04/20/2021	Capital One Bank	-2,045.50
04/21/2021	John Deere Financial	-819.31
04/21/2021	Berkheimer Tax Administrator	-10,243.43
04/28/2021	Glackin Associates, Inc.	-255.45
04/28/2021	Vandemark & Lynch	-15,559.77
04/28/2021	Colledge Tire	-612.21
04/28/2021	Dixie Land Energy, LLC	-1,589.73
04/28/2021	PSATS	-36.00
04/28/2021	U.S. Municipal Supply	-976.73
04/28/2021	Traffic Planning & Design	-1,324.97
04/28/2021	Barry's Auto Repair	-208.50
04/28/2021	STEPP MFG	-2,877.47
04/28/2021	DS Diesall L.L.C	-370.42
04/28/2021	Brandywine Ace Pet and Farm	-59.46
04/28/2021	Kennett Library	-32,040.06

East Marlborough Township
Monthly Bills - General Fund

April 7 through May 4, 2021

Date	Name	Amount
05/04/2021	John F. Bowman	-254.50
05/04/2021	Simpson, Jeffrey	-70.00
05/04/2021	Chambers, John	-70.00
05/04/2021	Hicks, Michael W	-70.00
05/04/2021	Hoover, Dan	-70.00
05/04/2021	Nash, Joseph C	-70.00
05/04/2021	de Vries, Bastiaan A.	-70.00
05/04/2021	Urbany, Kevin	-70.00
05/04/2021	Clarke, Jr., Robert C.	-70.00
05/04/2021	Hannah Christopher	-70.00
05/04/2021	Lovekin, Neil G	-70.00
05/04/2021	Mahoney, Tina	-70.00
05/04/2021	Williams Scotsman, Inc.	-2,447.25
05/04/2021	Kennett Area Regional Fire Commission	-133,914.94
05/04/2021	Verizon	-94.99
05/04/2021	Republic Services	-456.93
05/04/2021	21st Century Media - Philly Cluster	-166.91
05/04/2021	The Lincoln National Life Insurance Group	-409.73
05/04/2021	Verizon Wireless	-40.01
05/04/2021	FP Mailing Solutions	-108.00
05/04/2021	General Recreation, Inc.	-596.00
05/04/2021	Traisr, LLC	-1,200.00
05/04/2021	Traffic Planning & Design	-260.00
05/04/2021	Glackin Associates, Inc.	-400.00
05/04/2021	Vandemark & Lynch	-126.10
05/04/2021	Signal Service, Inc.	-500.00
05/04/2021	Gerbron Wholesale	-40.80
05/04/2021	New Enterprise Stone & Lime Co.	-452.05
Apr 7 - May 4, 21		-414,109.24

East Marlborough Township
Payroll Summary
 April 6 through May 3, 2021

Apr 6 - May 3, 21

Employee Wages, Taxes and Adjustments

Gross Pay

Manager's Salary	11,415.84
Police Salary	13,941.16
Public Works Director - Roads	5,581.74
Road Crew	13,588.88
Sewer Salary	7,610.60
Manager - Hourly	0.00
Office hourly	1,375.00
Police -- Special Events	1,500.00
Police Hourly	3,166.20
Police Overtime Rate	2,416.52
Road Crew Hourly	1,177.34
Road Crew Overtime	0.00
Sewer Hourly	1,817.95
Sewer Overtime	524.09
Treasurer	1,817.95
Pub Works Director - Sewer	5,581.74

Total Gross Pay	71,515.01
-----------------	-----------

Deductions from Gross Pay

Medical Insurance (family)	-684.62
----------------------------	---------

Total Deductions from Gross Pay	-684.62
---------------------------------	---------

Adjusted Gross Pay	70,830.39
--------------------	-----------

Taxes Withheld

Federal Withholding	-8,623.00
Medicare Employee	-1,027.05
Social Security Employee	-4,391.48
PA - Withholding	-2,174.50
Pennsylvania Unemployment	-42.90
Aston Township	-2.00
East Bradford EIT	-2.50
East Marlborough EIT	-5.56
Franklin EIT	-5.89
Kennett Twp EIT	-17.19
London Grove Twp EIT	-164.58
Medicare Employee Addl Tax	0.00
Penn twn EIT	-20.94
West Caln Twp	-11.10
West Fallowfield Twp. EIT	-147.74
West Grove EIT	-53.28
Willistown Twp EIT	-113.10

Total Taxes Withheld	-16,802.81
----------------------	------------

Deductions from Net Pay

Local Services Tax	-26.00
--------------------	--------

Total Deductions from Net Pay	-26.00
-------------------------------	--------

Net Pay	54,001.58
---------	-----------

Employer Taxes and Contributions

Medicare Company	1,027.05
Social Security Company	4,391.48
PA - Unemployment Company	0.00

Total Employer Taxes and Contributions	5,418.53
--	----------

04/30/21

East Marlborough Township Income and Expenses - General Fund

April 6 through May 3, 2021

	Apr 6 - May 3, 21
Ordinary Income/Expense	
Income	
301.4 · Liened Tax - Returned from Cnty	6,453.97
306 · Property Transfer Tax	42,100.29
322.0 · Hearing Fees	
322.2 · Zoning Hearing Fees	2,250.00
Total 322.0 · Hearing Fees	2,250.00
330.0 · Fines	
330.2 · State Police Fines	37.50
330.3 · Local Police Fines	
330.32 · Police Reports	488.27
330.3 · Local Police Fines - Other	50.00
Total 330.3 · Local Police Fines	538.27
Total 330.0 · Fines	575.77
331.0 · Police Income	
331.1 · West Marlborough Payment	1,000.00
331.0 · Police Income - Other	100.00
Total 331.0 · Police Income	1,100.00
340.00 · Leases	
340.2 · 806148	4,008.78
340.6 · 093710	6,053.19
Total 340.00 · Leases	10,061.97
360 · Misc.	
360.7 · Refund	-179.99
Total 360 · Misc.	-179.99
362.0 · Building Permits	
362.05 · Road Occupancy Permit	275.00
362.0 · Building Permits - Other	41,703.07
Total 362.0 · Building Permits	41,978.07
384 · Impact Fees	
384.1 · Traffic Impact Fee	3,600.00
384.2 · Open Space Impact Fee	2,500.00
384.3 · Emergency Services Impact Fee	2,800.00
Total 384 · Impact Fees	8,900.00
389.0 · Engineering and Legal Fees	16,531.73
Total Income	129,771.81
Gross Profit	129,771.81
Expense	
400.0 · General Government Admin.	

04/30/21

East Marlborough Township
Income and Expenses - General Fund
 April 6 through May 3, 2021

	Apr 6 - May 3, 21
400.01 · General Government - misc.	565.69
Total 400.0 · General Government Admin.	565.69
401.0 · Office Salaries	
401.1 · Manager's Salary	11,415.84
401.2 · Office Staff Salary	
401.25 · Office Staff - Hourly	1,375.00
Total 401.2 · Office Staff Salary	1,375.00
Total 401.0 · Office Salaries	12,790.84
403.0 · Professional Fees	
402 · Audit Costs	1,400.00
403.1 · Tax Collector's Expenses	10,243.43
404.0 · Legal Fees	6,833.00
403.0 · Professional Fees - Other	1,056.00
Total 403.0 · Professional Fees	19,532.43
405 · Other general administration	
405.03 · Memberships	36.00
405.04 · Training and Certification	0.00
405.10 · TraisR Database	1,200.00
405.5 · Advertising	449.22
405.6 · Office Supplies	134.82
405.61 · Office Operating Expenses	
409.11 · Small Equipment - Office	177.87
405.61 · Office Operating Expenses - Other	683.00
Total 405.61 · Office Operating Expenses	860.87
405.7 · Cleaning	150.00
Total 405 · Other general administration	2,830.91
408.0 · Engineering/Planning Service	
408.05 · Plan Reviews	612.03
408.0 · Engineering/Planning Service - Other	22,833.52
Total 408.0 · Engineering/Planning Service	23,445.55
408.2 · Building Inspection	9,887.50
409.0 · Township Buildings	
409.4 Post Office	92.76
Total 409.0 · Township Buildings	92.76
409.3 · Utilities	
409.31 · Electric Service	1,357.60
409.32 · Telephone	669.45
409.34 · Trash Collection	531.44
409.3 · Utilities - Other	18.60

04/30/21

East Marlborough Township
Income and Expenses - General Fund
 April 6 through May 3, 2021

	Apr 6 - May 3, 21
Total 409.3 · Utilities	2,577.09
410 · Township Police	
410.1 · Police Salary	
410.12 · Hourly	3,166.20
410.13 · Special Events	1,500.00
410.14 · OT	2,416.52
410.1 · Police Salary - Other	13,941.16
Total 410.1 · Police Salary	21,023.88
410.3 · Police Expenses	
410.32 · Operations-Clothing, Guns, etc.	
410.31 · Police Computers	84.95
410.32 · Operations-Clothing, Guns, etc. - Other	329.80
Total 410.32 · Operations-Clothing, Guns, etc.	414.75
410.4 · Trailer Costs	
409.312 · Police Trailer Electric	328.79
Total 410.4 · Trailer Costs	328.79
410.5 · Police Vehicle	
410.54 · 2011 Ford Expedition	169.60
410.55 · 2015 Ford Expedition	38.90
410.5 · Police Vehicle - Other	190.00
Total 410.5 · Police Vehicle	398.50
410.3 · Police Expenses - Other	375.20
Total 410.3 · Police Expenses	1,517.24
Total 410 · Township Police	22,541.12
411.9 · Hydrants	33,485.01
414.0 · Hearing Expenses	
414.3 · Zoning - Legal	2,368.00
414.1 · Zoning Officer Commission	2,601.30
414.41 · Appearance Fees	100.00
414.42 · Transcript Costs	100.00
Total 414.0 · Hearing Expenses	5,169.30
430 · Public Works	
430.11 · PW Salary	19,170.62
430.12 · PW - Overtime	0.00
430.13 · PW Hourly	1,177.34
Total 430 · Public Works	20,347.96
430.2 · Vehicles	
430.21 · Vehicles - Fuel	2,288.26
430.22 · Vehicles - Maintenance/Repair	
430.221 · 1 2012 GMC Pick-up	370.42
430.223 · 3 2005 Sterling Dump	2,304.22

04/30/21

East Marlborough Township Income and Expenses - General Fund

April 6 through May 3, 2021

	Apr 6 - May 3, 21
430.22 · Vehicles - Maintenance/Repair - Other	3,877.47
Total 430.22 · Vehicles - Maintenance/Repair	6,552.11
Total 430.2 · Vehicles	8,840.37
430.3 · Garage Operations	
430.33 · Garage - Supplies	1,905.98
430.34 · Clothing	500.00
Total 430.3 · Garage Operations	2,405.98
433.0 · Traffic Control	
433.1 · Signs	976.73
433.2 · Signals	0.00
Total 433.0 · Traffic Control	976.73
434.0 · Unionville Street Lights	0.00
435 · Route 82 Crosswalks	1,324.97
437.1 · Small Tools and Machinery	878.77
438 · Roads	
438.10 · Roads - Materials	950.88
438.40 · Bridge Repair	
438.42 · E. Locust Lane	81.88
Total 438.40 · Bridge Repair	81.88
Total 438 · Roads	1,032.76
456.0 · Library Contribution	32,040.06
480.0 · Insurance	
480.6 · Worker's Comp.	
480.61 · Po-Mar-Lin	1,312.00
480.6 · Worker's Comp. - Other	4,433.00
Total 480.6 · Worker's Comp.	5,745.00
480.7 · Health Insurance	12,116.18
Total 480.0 · Insurance	17,861.18
495.0 · General Fund - Sewer/Water	
495.1 · Sewer Payroll & Overtime	15,534.38
495.0 · General Fund - Sewer/Water - Other	552.49
Total 495.0 · General Fund - Sewer/Water	16,086.87
499 · Misc. expense	
499.5 · Saving reimbursement	-375.61
Total 499 · Misc. expense	-375.61
6560 · Payroll Expenses	7,236.48
Total Expense	241,574.72

04/30/21

East Marlborough Township
Income and Expenses - General Fund
April 6 through May 3, 2021

	Apr 6 - May 3, 21
Net Ordinary Income	-111,802.91
Net Income	<u>-111,802.91</u>

East Marlborough Sewer Company Monthly Bills

April 6 through May 3, 2021

Date	Name	Amount
Apr 6 - May 3, 21		
04/12/2021	PA One Call	-13.96
04/12/2021	Pipe Data View	-945.00
04/12/2021	Jenkins & McMahon	-17.10
04/12/2021	Peter Lumber	-11.99
04/12/2021	Buckmans Inc.	-480.50
04/12/2021	Verizon	-74.45
04/12/2021	PECO	-13,538.04
04/12/2021	Aqua Pennsylvania, Inc	-200.00
04/12/2021	Denney Electric Supply	-30.90
04/15/2021	Longwood Fire Company	-60.00
04/15/2021	Buckmans Inc.	-311.65
04/15/2021	Verizon	-38.71
04/15/2021	Suburban Testing Labs	-4,788.75
05/03/2021	Buckmans Inc.	-671.73
05/03/2021	Pipe Data View	-2,400.00
05/03/2021	Cochranville Ag Service LLC	-2,766.91
05/03/2021	W. G. Malden	-1,750.50
05/03/2021	Christopher F. Perrotti	-288.00
05/03/2021	PECO	-267.05
05/03/2021	USA BlueBook	-58.93
05/03/2021	Verizon	-42.14
Apr 6 - May 3, 21		-28,756.31

Add to
your
Reports