



**WEST WHITELAND TOWNSHIP  
BOARD OF SUPERVISORS  
Agenda  
Wednesday, February 25, 2026  
6:30 p.m.**

[Etiquette for  
hybrid meetings](#)

[Join Zoom Meeting](#)

Meeting ID: 848 4944 7386

Passcode: 871814

One tap mobile +16465588656

**Meeting Packets can be found on Township website**

Reminder to meeting participants: Please speak clearly into the microphone

Call To Order

Pledge of Allegiance

**ANNOUNCEMENTS:**

The Board of Supervisors met on February 11<sup>th</sup>, 13<sup>th</sup>, 17<sup>th</sup>, and prior to tonight's meeting to discuss matters of personnel and litigation.

Leaves and Branches Curbside Pickup – Friday, March 6<sup>th</sup>. Please have leaves and bundled branches on the curbside by 6 am.

For the Love of Bluebirds Presentation – Thursday, March 12<sup>th</sup> at 6:30 pm

Volunteer Opportunity: Burke Road Clean-up – Saturday, March 14<sup>th</sup> from 8 am to 9:30 am at Burke Road Park

**PUBLIC COMMENT:** Comments from audience about items not on the agenda

**PRESENTATION:**

1. Employee Service Award – Caroline Partridge, 25 years

**PLAN:**

1. The Data Centers land development plan (stormwater management facilities at 215 Valley Creek Blvd.)

**CONSENT AGENDA:**

1. Approval of February 11, 2026 Minutes
2. Resolution 2026-11 Disposition of Media

**BUSINESS:**

1. Authorization to Advertise Proposed Amendment to the Zoning Ordinance for the Regulation of Data Centers
2. Approval of Settlement and Claim Offset Agreement with Boot Senior Property, LLC



3. Adoption of Ordinance No. 487 and Resolution 2026-12 Authorizing Execution of Cable Franchise Agreement with Verizon
4. Approval of Seventh Amendment to DARA Intermunicipal Agreement
5. Approval of Township Payment Report for February 25, 2026
6. Acknowledgment of 2025 Annual Report for the Planning & Zoning Department
7. Operations Reports
  - a. Financial Statement – January
  - b. Good Fellowship – January 2026
8. Township Commission Updates from Board Liaisons
9. Staff Updates

### **Adjournment**

Next Meeting: March 11, 2026

Next Ordinance: 487

Next Resolution: 2026-11



# MEMORANDUM

**TO:** Board of Supervisors  
**FROM:** John R. Weller, AICP  
Director of Planning and Zoning  
**SUBJECT:** **The Data Centers land development plan**  
**DATE:** February 20, 2026

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**APPLICANT:** Green Fig Land, LLC  
c/o Charles Lyddane  
10 Woodford La.  
Malvern, PA 19355

**SITE ADDRESS:** 215 Valley Creek Blvd.  
Exton, PA 19341

**TAX PARCELS:** 41-3-4

**ZONING:** O/L, Office/Laboratory

**DESCRIPTION:** Land development plan for stormwater management facilities for an industrial development on an adjacent property in East Whiteland Township.

**EXPIRES:** April 6, 2026

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## **Recommended Motion**

To approve the land development plan entitled "The Data Centers," a 13-sheet plan set prepared by JMR Engineering, LLC, dated January 31, 2024 and most recently revised February 3, 2026 (the "Plan"), with the eleven following waivers and conditions:

1. The Plan is approved as a Final Plan pursuant to §281-10.H of the West Whiteland Township Subdivision and Land Development Ordinance ("S/LDO").
2. Waiver of §270-15.T(2)(b) of the Stormwater Management Ordinance to allow fill within Zone 2 of the Riparian Buffer Area as shown on the Plan, pursuant to comment #1 of the Spotts, Stevens and McCoy ("SSM") review dated February 12, 2026.
3. Waiver of §270-20 of the Stormwater Management Ordinance such no infiltration of stormwater need be provided, pursuant to comment #2 of the SSM review dated February 12, 2026.
4. Waiver of §281-35.A and §281-35.E of the S/LDO such that no additional plantings are needed to satisfy the perimeter and screen buffer requirements, pursuant to comments #1 and #2 of the Theurkauf Design & Planning ("Theurkauf") review dated January 8,

2026. However, the Applicant shall provide additional landscaping satisfactory to the Township to mitigate the visual impact of the development as seen from the Chester Valley Trail, not to exceed the number of plantings that could be required pursuant to the said sections.

5. Waiver of §281-34.G of the S/LDO such that existing trees of 12" or greater DBH that are to be removed need not be identified, pursuant to comment #4 of the Theurkauf review dated January 8, 2026.
6. In the event that geese or other pests are attracted to the basin to the extent that they create a health hazard or nuisance in the determination of the Township, the owner shall install and maintain control measures to address the issue to the satisfaction of the Township.
7. In the event that mechanical aeration devices are needed to maintain the water quality in the basin to the satisfaction of the Township, such devices shall be installed and maintained at the direction of and to the satisfaction of the Township.
8. Execution and recording of the Township's Stormwater Facilities Maintenance Agreement and Landscaping Restrictive Covenant, pursuant to Township practice. If the Applicant makes no material revisions or additions to the standard form of the said documents, then the Township Manager is hereby authorized to sign these forms on behalf of the Township.
9. Execution of a Developer Agreement and a Financial Security Agreement pursuant to Township practice. The amount of such security shall be based upon construction cost estimates for the site improvements, including landscaping, to be provided by the Applicant, which shall be reviewed and deemed sufficient by SSM and Theurkauf. If the Applicant makes no material revisions or additions to the standard form of the said agreements, then the Township Manager is hereby authorized to sign these forms on behalf of the Township.
10. All remaining consultant and Staff concerns shall be resolved to the satisfaction of the Township.
11. Payment of all outstanding Township invoices within 45 days of the date of Final Plan approval by the Board of Supervisors.

## **Background**

The subject property is a vacant lot covering 25.07 acres in the Office/Laboratory zoning district along the east side of Valley Creek Blvd. It is bound by the Chester Valley Trail to the north and the East Whiteland Township line to the east; the adjacent land in East Whiteland is to be developed as a data center. The property to the south is the West Whiteland Township Public Works Facility. The subject lot is nearly level, rising at an average grade of just over 1% from Valley Creek Blvd. to the Township line. Valley Ck. flows across the site, and much of the lot is within the FEMA-designated floodway and 100-year floodplain associated with that stream. The stream corridor is mostly wooded, with the rest of the property in meadow. An easement owned by the Philadelphia Electric Company runs along the north edge of the property, adjacent to the Trail.

In the mid-2000's,<sup>1</sup> the then-owner of the adjacent 75-acre lot in East Whiteland planned to develop that site with a retirement community. All the buildings and amenities were to be in East Whiteland; West Whiteland would have only a small office building/sales center, an access drive to Valley Creek Blvd., and stormwater management facilities. On June 12, 2007<sup>2</sup>, the West Whiteland Board of Supervisors ("Board") approved the land development plan for those improvements, and the basin was constructed soon thereafter. However, none of the proposed buildings were ever built, and the developer eventually abandoned the project.

When the developer applied to withdraw their plans officially, West Whiteland had concerns about leaving the essentially complete stormwater basin in place, noting that the property owner would be responsible for maintenance and reporting, even though the facilities would not be used as designed. After consulting the Township Engineer and the Township Solicitor, the Board concluded that the site should be restored to its original condition. The restoration work was found to constitute a "land development," and we required the developer to secure land development approval for it. The Board approved this land development plan on October 23, 2013, and the restoration was subsequently completed.

In January 2024, we received a new land development plan for this property that proposed to re-construct the stormwater management facilities, again to accommodate a large development on the adjacent land in East Whiteland. As indicated by the plan title, the East Whiteland project this time is a data center complex and not a residential community. Our Board approved that application on April 10, 2024, and construction has since begun.

The Applicant recently applied to East Whiteland Township to amend their plan for that portion of the project to allow considerably larger buildings. The larger buildings affect the design of the stormwater management system, hence the plan before us tonight. As of this writing, East Whiteland has not approved the new plans; the Applicant advised the Planning Commission that they are running the approval processes concurrently in the interest of efficiency. Once the plans are approved by both Townships, they will be recorded, thereby superceding the previously approved plans.

The Planning Commission reviewed this plan at their meeting of February 17, 2026. At the conclusion of discussion, the Commission passed a motion recommending Board approval of the plan, including support for several waivers and subject to various conditions. These waiver recommendations and conditions are all included in the Recommended Motion, above.

Tonight is the first presentation of this revised land development plan to the Board.

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<sup>1</sup> This was shortly after West Whiteland approved a Master Plan for the Valley Creek Corporate Center, an office park which was to occupy the adjacent lands in West Whiteland. The subject property abuts – but was never part of – the corporate center project.

<sup>2</sup> At that time we determined that the proposed improvements were allowed by §325-15.B(6) of the Zoning Ordinance ("Zoning") as "accessory uses incidental to those permitted above," even though the use proposed in East Whiteland was not among those "above" uses. Based upon this precedent, we have determined that the stormwater management facilities now proposed are permitted under that same section of the Zoning.

## **Consultant Reviews**

Since there are no proposed traffic-related improvements nor any sanitary sewer connections, we did not request reviews from Bowman, our traffic engineer, or Remington & Vernick, which reviews new sanitary infrastructure on our behalf.

- **SSM review dated February 12, 2026.** Comments #1 through #6 review requested waivers, some of which were granted when the Board approved the original plan on April 10, 2024. The first three are provisions of the Stormwater Management Ordinance, and SSM supports them. The other three are related to landscaping, and SSM defers to Theurkauf.

Comments #7 and #8 are administrative items required by our Subdivision and Land Development Ordinance ("S/LDO").

Comments #9 through #25 concern the stormwater management provisions. While extensive, all of these direct minor corrections and revisions; request supporting data and details; or note administrative requirements. There does not appear to be any concern about the functionality of the design.

Comments #26, #27, and #28 direct minor corrections, including text revisions to the various notes to eliminate confusion about whether a given action is mandatory or merely suggested.

- **Theurkauf Design and Planning ("Theurkauf") review dated January 8, 2026.** The Applicant has requested a variety of waivers from our landscaping requirements. Comments #1 and #2 support waivers from the perimeter and screen buffer requirements as the intent of the buffer is satisfied by the size of the tract and existing vegetation. Comment #3 notes that the proposed basin design qualifies as "naturalistic," so no buffer plantings are required.

Regarding our compensatory planting requirement, comment #4 advises that the proposed landscaping is sufficient compensation for the trees likely to be removed.

Comments #5 and #6 are administrative items.

The Chester County Planning Commission reviewed the entire project at the request of East Whiteland Township in correspondence dated December 21, 2023. A portion of that review addressed the stormwater management facilities in West Whiteland, and we previously noted that addressing SSM's concerns would also resolve the County's issues. The County advised that they would not review the West Whiteland portion separately, so the 2023 review satisfies the legal requirement for County review.

## **Staff Comment**

Due to the nature of this project, the Planning Commission requested that a representative from SSM attend the February 17 meeting. Engineer Kent Morey was therefore at that meeting both to explain SSM's comments as well as to engage with the Applicant's engineer on a variety of issues. As a result, all of SSM's comments were addressed in the course of the meeting to the satisfaction of the Commission.

Theurkauf does not directly address the requested waiver from §281-16.C(11)(a) of the S/LDO, which requires the identification of existing large trees. However, by comparing the area that will be disturbed by this project with current site conditions, it appears that virtually none of the wooded area will be disturbed, making an inventory of large trees irrelevant. Furthermore, comment #4 of the Theurkauf review concludes that the proposed landscaping is sufficient to compensate for whatever trees are removed, which addresses both the waiver from §281-34.G (granted previously) and the waiver from this section. The Planning Commission and Staff therefore have no objection to this waiver, and it is included in the Recommended Motion.

Staff agrees with the conclusions of the Planning Commission, and we have no objection to Board action on the Recommended Motion tonight.

### **Attachments**

1. SSM review dated February 12, 2026.
2. Theurkauf review dated January 8, 2026.
3. Plan set prepared by JMR Engineering, LLC, dated January 31, 2024 and most recently revised February 3, 2026.

Plans\123\215 Valley Creek\BOS memo - 260220



February 12, 2026

Mr. John R. Weller, AICP  
Director of Planning and Zoning  
West Whiteland Township  
101 Commerce Drive  
Exton, PA 19341

RE: Data Centers  
Stormwater Basin Review  
SSM File 101008.0386

Dear Mr. Weller:

We have reviewed the above-referenced submission consisting of the following:

- Preliminary/Final Land Development Plans (14 sheets), “The Data Centers”, prepared by JMR Engineering, LLC, Project No. 1508-B, dated January 31, 2024 and most recently revised February 3, 2026;
- Preliminary PCSM Narrative & Report, Data Centers, prepared by JMR Engineering, LLC, Project No. 1508-B, dated November 10, 2023 and most recently revised January 10, 2026;
- Erosion & Sediment Control Narrative & Report Data Centers, prepared by JMR Engineering, LLC, Project No. 1508-B, dated November 10, 2023 and most recently revised January 10, 2026, and;
- Waiver Request Letter, prepared by JMR Engineering, LLC, dated December 15, 2025.

Green Fig Land Company is proposing to construct two buildings, associated parking, utilities and other stormwater facilities on the adjoining property in East Whiteland Township. In addition to the stormwater facilities within East Whiteland Township, a relatively large wet basin (retention pond) is proposed within West Whiteland Township at the site N/F Whiteland Holdings, L.P. parcel UPI#41-3-4 that was once the proposed site for the Township’s proposed Public Works Facility.

Issues regarding landscaping and buffering will be addressed by Theurkauf Design and Planning.

We have the following comments.

### **WAIVER REQUESTS**

It is noted that some of the waiver requests were previously approved by the Board of Supervisors on April 10, 2024, as noted below in *italics*.

1. Section 270-15.T(2)(b) – (*Previously Approved*) – A waiver is requested to permit encroachments (e.g., fill) within Riparian Buffer Zone 2.



2. Section 270-20 – (*Previously Approved*) – A waiver is requested to not require stormwater infiltration, due to the presence of underlying karst geologic formations (e.g., significant potential for sinkhole formation).
3. Section 270-21.D – To allow a minimum orifice size in the outlet structure less than 3 inches in diameter. The plan proposes orifice diameters of 1.5 and 1.6 inches and provide a trash rack over the outlet structure in which the orifice is proposed. We have no objection to this request so long as an NPDES permit approval can be required. We note that the PaDEP Managed Release Concept (MRC) guidelines specifically permit orifices sizes less than 3-inches in diameter.
4. Section 281-16.C(11)(a) – A waiver is requested to not require survey of individual mature trees with a diameter at breast height (DBH) of six inches or more outside of woodland areas and their associated species name and size. We defer landscaping related waiver requests to Theurkauf Design and Planning.
5. Section 281-34.G. – (*Previously Approved*) – A waiver is requested to not require compensatory planting for trees removed which are greater than 12-inches diameter at breast height (DBH).
6. Section 281-35.A. & E. – (*Previously Approved*) – A waiver is requested to not have to provide the required buffer plantings within the indicated 25-ft wide perimeter buffer setbacks given the amount of existing vegetation within these setbacks.

#### **COMPLIANCE WITH SUBDIVISION AND LAND DEVELOPMENT ORDINANCE**

7. The owner’s affidavit shall be signed and notarized prior to the plan being endorsed by the Township, Section 281-16.B(10)(a).
8. An improvements agreement and guarantee will be required, Section 281-54. We are currently re-reviewing our previous review of the escrow tabulation. However, we cannot complete that review until other items listed below have been properly addressed.

#### **COMPLIANCE WITH STORMWATER MANAGEMENT ORDINANCE**

##### **Background**

The plan proposes a wet pond, Managed Release Concept Rain Gardens and portions of conveyance facilities (storm sewer pipes, swales and rip-rap / endwalls) located within West Whiteland Township that will serve runoff from proposed buildings and parking lots within adjoining East Whiteland Township. It appears that the plan is intended to stand-alone and that other Best Management Practices (BMPs) are only noted by reference to other plans for facilities in East Whiteland Township.

9. The MRC design protocol outlined by PaDEP is proposed. We note that the issuance of an NPDES permit for this project will satisfy the “Water quality and runoff volume requirements” Section 270-19 in this regard.
10. The applicant shall provide the Township with evidence that they have received an NPDES Permit for construction activities, Section 270-17.A(1)(b).
11. Forebay design calculations shall be provided, Section 270-27.J.(a). Forebay calculation methodology may be found in the Maryland Stormwater Design Manual, Chapter 3, page 10, Section 3.1.3 Pond Pretreatment Criteria. A cleanout stake shall be provided.



12. The upper portion of the rain garden key trench (the basin berm core) is shown and specified incorrectly. The core shall be shown and specified as required by Section 270-29.A.(4)(d).
13. The plan shall be updated to contain a standard detail for stormwater endwalls and manholes. Concrete endwalls shall be set on a minimum of 12 inches of AASHTO No. 57 (PennDOT 2B) coarse aggregate, Section 270-29.E(6). As currently shown on the grading plans, the proposed grading around the endwalls is incorrect. Details of the endwalls and their grading shall be provided demonstrating proper grading such that slopes around the endwalls are no greater than 2:1.
14. The applicant shall provide the Township with a letter of adequacy from the Conservation District for an erosion and sediment control plan prior to the Township endorsing the plan, Section 270-31.B.
15. The Operation and Maintenance (O&M) plan(s) and O&M agreement(s) shall name the person identified in the SWM (Storm Water Management) site plan (their respective contact information, e.g., name, company / title, address, phone, email), who shall be the owner of and be responsible for ongoing inspections, operation, repair, and maintenance of each BMP or conveyance following completion of construction, Section 270-41.C. It should be noted that the O&M plans for this project are the PSCM Plans, Sheets 6, 11 and 12.
16. An O&M agreement shall be submitted, Section 270-41.D(1) and the O&M plan shall be attached to, incorporated within, and recorded as a public record along with a fully executed O&M agreement, all of which shall be recorded as a restrictive covenant that runs with the land and shall be binding upon the landowner and any heirs, administrators, successors in interest or assigns of the landowner, Section 270-41.D(2). The agreement should be recorded concurrently with the final plans.
17. We previously noted that easements shall be provided for access to the stormwater management facilities, Section 270-41.E(2). Note 24 of the General Notes on Sheet 2 has been added to the plan. We recommend that the Township should review the note for adequacy.
18. Details of the diversion structures A2D and B3D must be provided. These details are required before we can determine if the stormwater management facilities will function as designed. Their designs are critical in how the system functions. Therefore, we recommend that the Design Engineer submit these details as soon as possible. If they don't function as intended, major modifications to the system may be required.
19. We have the following comments regarding the Typical MRC Rain Garden Detail on Sheet 11:
  - a. An internal water storage (IWS) zone is included in the design of MRC rain gardens. This zone is the area below the outlet orifice and above the bottom of the soil media. The current design includes 2' of topsoil below the soil media used to protect the underlying PVC liner. This 2' of topsoil will always be wet as it does not have any means to drain. As currently shown, the concrete outlet structure will rest on this wet soil and will be unstable. The protective topsoil shall be replaced with a geotextile fabric.
  - b. A cross section of the forebay shall be added to this detail and the impermeable liner shall extend under the forebay.



- c. The detail shall clarify if the concrete structure in the bed will sit on the impermeable liner or if the liner will be battened to the concrete structures. If battens are proposed, a detail shall be provided. The PVC Stormwater Facility Liner Detail shall be revised accordingly.
  - d. A detail of pipe penetrations of the liner shall be provided.
  - e. The “Bottom of Soil Media” leader shall point to the correct location.
  - f. A cross section (perpendicular to this detail) must be provided to show the depths of the media and location and separation distances from other materials.
  - g. “Double Washed” is not a proper specification for the No. 57 Stone within the soil media. A specification such as a wash loss of no more than 0.5% is appropriate.
  - h. A detail of the spillways shall be provided clearly showing the extents of the lining material which shall extend down to the water level of the wet pond.
  - i. The outlet sump depth shall be shown graphically on the detail.
  - j. The orifice diameter is specified in decimal inches. The size shall also be specified in fraction of an inch to the nearest 1/16<sup>th</sup> of an inch.
  - k. We recommend that the compost be specified as US Composting Council – STA Certified Compost Class I or II.
20. Storm sewer profile F3-F1 shall be provided and the crossing of this storm sewer with the Storm B (1) profile.
  21. Storm A (1) profile shall show the pertinent information (invert elev., rim elev., etc.) for MHA2D and shall include its pertinent information.
  22. An overall construction sequence has not but shall be provided. Individual construction sequences for the Sediment Basin and the Rain Gardens have been provided but cannot be constructed at the same time. The Rain Gardens must be constructed only after the site has been stabilized. Therefore, the Erosion and Sedimentation Control Plan must include interim grading for the sediment basin that does not include the internal construction of the rain gardens.
  23. The rip-rap aprons shall be drawn to scale and extend a minimum of 4 feet vertically below the permanent pool elevation.
  24. The legend shall clarify what the light grey circles are which are shown throughout the site.
  25. Endwalls F1 and B2 shall be labelled on the PCSM Plan (Sheet 6).

## **GENERAL**

26. There are numerous instances within notes, construction sequences and details in which the word should has been used. These instances are directives and words such as “should” or “may” shall be replaced with “shall” or “must”. This includes standard notes and details required by other agencies.
27. The “Soil Use Limitations and Resolutions” notes on Sheets 5 & 8 refer to “the above chart.” The above chart shall be provided or the appropriate pertinent information shall be listed in the notes instead of referring to the chart.



28. The date that the Township has approved the waivers shall be added to the plan.

We respectfully request for ease of review that future response letters include responses to all of our comments and indicate the drawing numbers and/or report page numbers that correspond to the changes that have been made.

If you have any questions please feel free to call me.

Sincerely,  
Spotts, Stevens and McCoy

A handwritten signature in blue ink, appearing to read "Kent D. Morey", with a long, sweeping flourish extending to the right.

Kent D. Morey, P.E., CBLP  
Senior Engineer  
[kent.morey@ssmgroup.com](mailto:kent.morey@ssmgroup.com)

cc: Nick Szeredai, P.E.



MEMORANDUM

TO: John Weller, AICP, West Whiteland Township Director of Planning and Zoning  
Patrick Gorman, AICP, Township Planner  
Anne F. Walters, RLA  
John M. Robinson, P.E., M.B.A., JMR Engineering, LLC  
Kent Morey, SSM Group, Inc.  
Nick Szeredai, SSM Group, Inc.

FROM: Edward A. Theurkauf, RLA, ASLA, APA  
Celia E. Winters, ASLA, MLA

DATE: January 8, 2026

SUBJECT: **REVIEW COMMENTS – DATA CENTER  
PRELIMINARY/FINAL LAND DEVELOPMENT PLAN DATED 12-15-25**

Please note our review comments pertaining to the following documents that we received on 12-23-2025:

- Land Development Plan consisting of 13 sheets; and
- Waiver request letter from John M. Robinson, P.E. dated 12-15-2025

**REVIEW COMMENTS – DATA CENTER  
PRELIMINARY/FINAL LAND DEVELOPMENT PLAN DATED 12-15-25**

January 8, 2026

1. Property Line Perimeter Buffers – The basin/BMP and rain gardens/MRC are accessories to the data center use across the eastern property line. Sections 281-35.A and 281-35.E of the subdivision and land development ordinance (SLDO) require 25 foot wide planted perimeter buffers between the basins and the municipal public works use to the south and southwest, and from the data center to the east. The applicant requests a waiver from the planting requirement.
  - a. Public Works Buffer – The area between the basin/rain gardens and the public works facility consists of a broad wooded floodplain area that provides more than adequate screening. We have no objection to the requested relief.
  - b. Data Center Buffer – The 25 foot buffer width is proposed without the required vegetation. As the basin is a component of the adjacent development, we have no objection to the requested relief.
2. Screen Buffer – Section 281-35.A (SLDO) requires a 50 foot wide planted screen buffer between the proposed basin/rain gardens and the recreational Chester Valley Trail to the north. The nearest rain garden is 385 feet from the Trail, and there is an ample buffer of existing tree and shrub vegetation between. The basin/rain gardens will be below grade and scarcely visible from the Trail. We would support a waiver from any further buffer planting requirement.
3. Basin Buffer – In accordance with Section 281-35.F.4 (SLDO), a perimeter buffer is not required for naturalistic basins with maximum 4:1 side slopes and 100% native vegetation. The basin and rain gardens qualify as naturalistic.
4. Tree Removal and Compensatory Trees – Section 281-34.G (SLDO) requires compensatory plantings for trees of 12-inch DBH and greater that are removed. The (22) proposed evergreen trees would meet the requirement for any reasonably anticipated amount of tree removal. The plan is deemed compliant.
5. Cost Estimate – The cost estimate shall reflect the increase of native seed mix for the proposed rain gardens.
6. Conclusion – Subject to Township approval of the buffer planting waiver requests, we have no objection to plan approval.

Please contact this office with any questions

**WEST WHITELAND TOWNSHIP**

**RESOLUTION NO. 2026-**

**WHEREAS** by virtue of Resolution 2009-09 adopted April 8, 2009, the Board of Supervisors of Whiteland Township declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved on December 16, 2009, and,

**WHEREAS** in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality;

**NOW THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the Township of West Whiteland, Chester County, Pennsylvania, in accordance with the above-cited Municipal Records Manual, hereby authorizes reformatting of the following public records:

**RECORDS TO BE DESTROYED:**

<b><u>OFFICE</u></b>	<b><u>RECORD TITLE</u></b>	<b><u>DATE</u></b>	<b><u>MEDIA/File Size</u></b>
Planning	Historical Commission	January 12, 2026	96 KB of data

**ADOPTED** this 25<sup>th</sup> day of **February, 2026**.

WEST WHITELAND TOWNSHIP  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Brian Dunn, Chair

ATTEST:

\_\_\_\_\_  
Pam Gural-Bear, Township Manager

\_\_\_\_\_  
Rajesh Kumbhardare, Vice-Chair

\_\_\_\_\_  
Libby Madarasz, Supervisor



# MEMORANDUM

**TO:** Board of Supervisors  
**FROM:** Pam Gural-Bear, Township Manager  
**SUBJECT:** Adoption of Ordinance No. 487 and Resolution 2026-12 - Verizon Cable Franchise Renewal Agreement  
**DATE:** February 20, 2026

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## **Motion**

To adopt Ordinance No. 487, which shall also be cross-referenced as Resolution No. 2026-12, authorizing the Cable Franchise Renewal Agreement between West Whiteland Township and Verizon Pennsylvania LLC, and to authorize execution of the Agreement.

## **Background**

The Township currently maintains franchise agreements with Comcast and Verizon for the provision of cable television services to West Whiteland Township residents. The Comcast franchise agreement was renewed in 2015 and remains in effect through 2030.

The Cohen Law Group (CLG), which previously negotiated the Township's Verizon franchise agreement on behalf of multiple Chester County municipalities, has negotiated a new Cable Franchise Renewal Agreement with Verizon Pennsylvania LLC ("Verizon"). The negotiations followed a comprehensive review of the Township's existing agreement and current cable and broadband market conditions.

The proposed Agreement preserves the benefits of the current franchise while incorporating several key improvements, including:

- Expanded definition of "gross revenue" subject to franchise fees
- Enhanced franchise fee audit rights and increased audit cost reimbursement
- Clear obligations for providing cable services to municipal facilities, schools, and public libraries
- Comprehensive, enforceable customer service standards
- Updated reporting and record-keeping requirements
- Rights related to educational and governmental access channels
- Increased liquidated damages for violations
- Clarified unilateral termination notice requirements
- Competitive equity protections and a five-year franchise term

The Board previously authorized advertisement of the Ordinance and Executive Summary in accordance with federal law (47 U.S.C. § 546). The required public notice period has been satisfied, and the Agreement is now before the Board for final adoption.

Because the Township Code requires franchise agreements to be approved by resolution, the Ordinance further provides that it shall be cross-referenced as Resolution 2026-XX.

**Attachments**

Executive Summary

Cable Franchise Agreement

Ordinance No. 487/Resolution 2026-12



**EXECUTIVE SUMMARY OF CABLE FRANCHISE RENEWAL  
AGREEMENT WITH VERIZON PENNSYLVANIA LLC  
January 2026**

**Introduction**

We are pleased to inform you that the Cohen Law Group (“CLG”) has reached agreement with Verizon Pennsylvania LLC (“Verizon”) on a new Cable Franchise Renewal Agreement (“Agreement”). As with our firm’s negotiations with Verizon in prior cable franchise renewals, the negotiations leading to this Agreement took place in a challenging environment for municipalities. The reason is that the video service industry is even more competitive today than it was during the last negotiation with Verizon five years ago.

The primary source of the competition and a major threat to the cable industry is the continued rise of video streaming services, such as Netflix, Hulu, and Disney+. According to a Pew Research Center survey, 83% of Americans report that they subscribe to one or more streaming services, while only 36% say that they subscribe to cable or satellite services.<sup>1</sup> Nielsen reported in June 2025 that 44% of Americans watched streaming services while only 24% watched cable. This was a significant increase from June 2021, when Nielsen reported that 26% of Americans watched streaming while 39% watched cable.<sup>2</sup> Current law does not permit municipalities to franchise streaming service companies.

A secondary reason is that recent federal funding for broadband expansion has also increased cable competition in Pennsylvania. The now-completed Broadband Infrastructure Program (BIP) and the ongoing Broadband Equity, Access and Deployment (BEAD) grant process have provided significant funding for broadband service providers, some of which also provide cable television service, to expand their networks. Some broadband providers that have received grant funding are also choosing to offer cable service. This has further increased cable competition for Verizon in certain geographical areas.

It was within this climate of increased cable competition that CLG negotiated a cable franchise renewal agreement with Verizon. While much of our negotiation involved fighting to retain the benefits in your current franchise agreement, we are also pleased to report that we were able to secure several key improvements to your current agreement.

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<sup>1</sup> Pew Research Center, *American Trends Panel* (July 2025). Pew further reported that 64% of Americans aged 65 and older state they subscribe to cable or satellite television. Cable or satellite viewers comprised 44% of those aged 50-64, 23% of those aged 30-49 and 16% ages 18-29.

<sup>2</sup> Nielsen, *The Gauge* (June 2021, June 2025)

The following is a summary of the major provisions contained in the Agreement. While there are many other important provisions in the Agreement, this summary addresses only those items we feel are most important to your municipality. The Agreement is, of course, subject to the approval by your local governing body.

## **1. Franchise Fees (Section 6.1)**

As with your current Verizon agreement, the new Agreement allows your municipality to assess a franchise fee of up to five percent (5%) of the cable operator's "gross revenue" received from cable services derived from the municipality. The percentage in the new Agreement is the same as in your current Verizon agreement. We negotiated to expand the definition of "gross revenue" in the new Agreement, however, such that it includes 27 enumerated revenue sources, which is 5 more than the 22 revenue sources in your current agreement.

Examples of new revenue sources subject to the franchise fee include broadcast retransmission fees and service plan protection fees. The "gross revenue" list also includes a "catch all" item to capture future revenue sources that are not in existence today, but may arise during the term of the Agreement. As with the current agreement, franchise fees in the new Agreement are payable on a quarterly basis and are subject to interest at six percent (6%) if they are not paid on time. All franchise fees are passed through to cable subscribers as a separate line item on their bills.

## **2. Franchise Fee Accountability (Sections 6.3, 6.4)**

One of the most unaccounted-for line items in the revenue portion of your municipal budget is franchise fees. Verizon and your incumbent cable operator submit quarterly checks (or electronic deposits) to your municipality, but it is impossible to know whether the amounts on the checks are accurate without further investigation. As such, we strongly recommend periodic franchise fee audits of your cable operators.

As with your current agreement, the new Agreement authorizes your municipality to conduct an audit of Verizon to ensure the accurate payment of franchise fees. The audit is subject to a four-year "look back" period, meaning you are able to review the previous four years of franchise fee payments when conducting an audit. Verizon is required to pay six percent (6%) interest in addition to any underpayments. If the audit reveals underpayments of five percent (5%) or more, then Verizon must also reimburse the municipality up to \$8,000 for the cost of the audit. The current agreement limits this reimbursement to \$3,000.

Based on our firm's experience in conducting numerous franchise fee audits of Verizon, we negotiated heavily for a more efficient audit process that is fair to both sides. The Agreement requires Verizon to provide all records requested by the municipality within 45 days of the request. This will accelerate the audit process, as the current agreement does not include a time frame for production of audit materials by Verizon. Verizon also agreed to provide such records through a "secure electronic communication" rather than in person at a "designated [Verizon] office" as

provided in the current agreement.<sup>3</sup> The audit must be completed within 180 days of the receipt of all requested documents. Finally, Verizon tried to impose a “competitive equity” requirement such that the municipality could not conduct an audit of Verizon without also auditing the incumbent cable operator. After we objected, Verizon agreed to drop this request.

### **3. Cable Services to Community Facilities (Section 3.4)**

The Agreement restructures and clarifies the section on cable services to municipal facilities, schools, and public libraries. Due to the uncertainty surrounding the Federal Communications Commission’s (“FCC’s”) Third Report and Order (2019) and the decision of the Sixth Circuit Court of Appeals (2021) regarding the Order, your current agreement does not clearly state whether Verizon is required to provide free services to such facilities. The Order required that “in-kind contributions” to municipalities, including cable services, be treated as franchise fees. As such, it found that the cost of such services may be offset against franchise fee revenue. The Sixth Circuit, however, held that such in-kind services must be valued at the cable operator’s “marginal cost” rather than its “retail rate-card” price, the latter of which is significantly higher.

Given this clarification by the Sixth Circuit Court, the Agreement clearly states that Verizon must provide free cable service to municipal facilities, schools and public libraries within 90 days of a written request by the municipality.<sup>4</sup> If Verizon decides in the future to charge for this service, it must provide written notice to the municipality, may only charge its marginal cost and must provide “reasonable detail sufficient to substantiate the marginal cost and the amount due.” Note that, since the Sixth Circuit decision in 2021, no known cable operator, including Verizon, has stated its marginal cost for providing cable service to community facilities. Please note that the free service does not include internet service.

### **4. Customer Service Standards (Exhibit B)**

The Agreement includes a set of comprehensive, quantifiable, and enforceable customer service standards. These standards adopt the recommendations of the FCC, which are not enforceable unless they are included in a franchise agreement, and also add certain additional requirements that benefit your residents. The customer service standards include, but are not limited to, the following:

- Telephone answering time limits for customer service representatives, including the requirement that Verizon measure compliance if there are customer complaints;
- Time limits for commencing installation, service interruption, and repair work;
- A four-hour “appointment window” for service calls and restrictions on technicians cancelling appointments with customers;
- Credits for service interruptions of four or more hours upon request;
- Requirements that bills be clear and fully itemized, and that Verizon may not impose late fees on a customer who disputes a bill in good faith until the dispute is resolved;

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<sup>3</sup> Note that Verizon’s release of financial records and other information pertinent to the audit must follow the signing of a non-disclosure agreement.

<sup>4</sup> The facilities must be located within 200 feet of a Verizon distribution line. The free service is Verizon’s Basic Service package and includes one cable drop.

- Customer complaint procedures and time frames for responding to customer complaints;
- Requirements that employees of Verizon and its contractors who visit residences must wear a “clearly visible ID card” and that every service vehicle of Verizon or its contractors must be “clearly identified as such to the public.”
- Requirements that must be met prior to Verizon disconnecting cable service to a subscriber.

## **5. Reporting and Records Requirements (Sections 6.2, 8.2)**

As with the current agreement, the new Agreement requires Verizon to send the municipality a quarterly, line-item franchise fee report. In addition, Verizon must keep the following specific records that may be inspected by the municipality: 1) records of all written “complaints” regarding any aspect of Verizon’s cable service or cable system; 2) records of all “significant outages” as defined in the Agreement; 3) records of service calls for repair or maintenance; and 4) records of installation/reconnection activities and requests for service extensions. The municipality also has the right to inspect Verizon’s records pertaining to the Agreement or any aspect of its cable service. Verizon must retain the records for at least four years.

## **6. Educational and Governmental Channels (Section 5)**

Federal law grants municipalities the right to dedicated channel space for public, educational and governmental (“PEG”) channels. The Agreement reserves the right for the municipality to obtain up to two educational and governmental (“EG”) channels from Verizon to be used for programming related to educational and/or governmental activities. The municipality would have complete control over the content, scheduling, and administration of the channel, and may delegate these functions, or a portion of these functions, to a designated access administrator, such as the School District.

If the municipality activates a channel or channels, Verizon will provide the wires and other signal distribution equipment so that programming can originate from the selected video origination location and be distributed over the cable system. In the Agreement, Verizon is required to maintain these wires and equipment “in good working order.” The Agreement also requires the technical specifications of the channel(s) to be comparable to the technical specifications used for commercial channels.

## **7. Liquidated Damages for Violations (Section 12.1-12.3)**

Once Verizon has agreed to the obligations described in this summary and the other obligations contained in the Agreement, it is important for the municipality to be able to enforce these obligations. As with the current Verizon agreement, the new Agreement authorizes the municipality to impose monetary fines, also known as “liquidated damages,” on a daily basis in the event of a violation by Verizon. The amounts of the fines in the new Agreement, however, are 83% higher than those in the old agreement (\$275 per day rather than \$150 per day for nearly all violations).

The municipality may assess these monetary fines after providing Verizon with written notice and allowing it 30 days to correct the violation. If the nature of the violation is such that it cannot be corrected within 30 days, the municipality may extend the cure period if it chooses to do so. The total amount of liquidated damages per year may not exceed \$20,000, after which the municipality may commence revocation proceedings or initiate a lawsuit. Note that Verizon requested a “competitive equity” clause, such that liquidated damages could only be assessed on Verizon if the incumbent cable operator is also subject to such damages. After we objected, Verizon dropped this request.

## **8. Unilateral Termination (Section 2.4)**

As with your current agreement, the new Agreement includes a unilateral termination provision. Verizon initially insisted upon the right to terminate the Agreement upon 60 days’ written notice to the municipality. The reason for this request is consistent with the issues discussed in the introduction above—namely, the rise of video streaming services and increased competition in the cable industry. It is possible that these developments, combined with Verizon’s internal business priorities, could in the future cause the company to cease its cable operations.

Recognizing that, if Verizon decides to terminate its cable business, there is little the municipality could do to stop it, we pushed for the longest possible notice period. An appropriate notice period would give Verizon subscribers the time to switch to Comcast or another video provider prior to termination. It would also ensure that the municipality would not suffer an abrupt drop in franchise fee revenue from Verizon before receiving increased franchise fees from the incumbent cable provider due to the newly migrated subscribers.

In the end, Verizon agreed to a requirement that it must give written notice to the municipality at least 12 months prior to any termination. We also attempted to insert a condition based on a specific loss of subscribers before Verizon could terminate—similar to that in the current agreement—but Verizon had no appetite for such a condition. We can confidently state that the 12-month notice period is as far as Verizon is willing to go regarding this issue.

## **9. Competitive Equity (Section 2.5)**

Like Comcast and other incumbent cable operators, Verizon insisted on a competitive equity provision to ensure that the municipality does not grant a separate franchise to another company that is more favorable to that company than this Agreement is to Verizon. As with your current agreement, we insisted upon and Verizon agreed that the competitive equity provision will trigger only if the municipality enters into another franchise agreement with a “video service provider (VSP)” and that agreement “taken as a whole upon consideration of all of its material obligations, is materially less burdensome than the terms imposed by this Franchise.”<sup>5</sup> The term “VSP” applies to wired companies that offer video services in the municipality and use the public rights-of-way. It does not apply to wireless companies.

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<sup>5</sup> The provision also applies to “changes in federal, state, or local law that reduces any material financial and/or operational obligation that the municipality has required from or imposed upon a VSP...”

If Verizon believes there is a lack of equity with the other VSP agreement, then it may notify the municipality and, within 60 days of such notice, the parties must begin negotiations to modify the Agreement to create “reasonable competitive equity” between Verizon and the other VSP. If the parties cannot reach agreement, then either party may request mediation or, if both parties agree, they may submit the matter to arbitration. Initially, Verizon wanted the right to terminate the Agreement altogether if the parties could not reach agreement on modifications to the Agreement, but we refused. Verizon dropped this request.

#### **10. Length of Franchise Term (Section 2.3)**

Verizon insisted on a 5-year term for this Agreement, stating that it does not want to be locked into a longer term (despite the “unilateral termination” provision described above). According to Verizon attorneys, no local government in the United States has negotiated a longer renewal term than 5 years. From the beginning of the negotiations, Verizon’s attorneys said that this item was non-negotiable. As such and as with your current agreement, the length of term in this Agreement is 5 years.

Thank you for the opportunity to present this summary of the major provisions of the Agreement. Please do not hesitate to contact either of us directly if you have any questions or concerns.

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**ORDINANCE NO. 487**

**ORDINANCE OF WEST WHITELAND TOWNSHIP (“THE TOWNSHIP”)  
AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT  
BETWEEN THE TOWNSHIP AND  
VERIZON PENNSYLVANIA LLC (“THE FRANCHISEE”)**

**WHEREAS**, the Franchisee is a “cable operator” and the Township is a “local franchising authority” in accordance with Title VI of the Communications Act (see 47 U.S.C. § 522(5), (10)) and the Township is authorized to grant one or more nonexclusive cable franchises to operate a Cable System within the Township pursuant to Title VI of the Communications Act;

**WHEREAS**, the Township previously granted to the Franchisee a nonexclusive Franchise to install, maintain, extend, and operate a Cable System in the Township (the “Prior Franchise”);

**WHEREAS**, the Franchisee has operated a Cable System in accordance with the Prior Franchise on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Township which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which are not subject to Title VI of the Communications Act or this Agreement;

**WHEREAS**, the Franchisee has requested that the Township renew the Franchisee’s Franchise to provide Cable Service to residents of the Township;

**WHEREAS**, pursuant to and in accordance with applicable federal and state law, the Township undertook a process to determine whether it should renew the Prior Franchise and the terms for such a renewal;

**WHEREAS**, the Township has examined the past performance of the Franchisee and has identified the Township’s future cable-related needs and interests;

**WHEREAS**, following good faith negotiations between the parties, the Township and the Franchisee have agreed on the terms for a Franchise Renewal Agreement (the “Agreement”) under which the Franchisee will continue to operate its Cable System in the Township; and

**WHEREAS**, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations.

**NOW THEREFORE, BE IT ORDAINED** that the Township Board of Supervisors does hereby approve the Agreement, including all of the terms and conditions contained therein, and does hereby authorize the execution of such Agreement.

**AND FURTHER, BE IT ORDAINED** that this Ordinance shall also be cross-referenced as a Resolution, and numbered as **Resolution No., 2026-12.**

**ENACTED AND ORDAINED** this **25<sup>th</sup>** day of **February, 2026.**

ATTEST:

WEST WHITELAND TOWNSHIP

\_\_\_\_\_  
Pam Gural-Bear, Township Manager

\_\_\_\_\_  
Brian Dunn, Chair

\_\_\_\_\_  
Rajesh Kumbhardare, Vice Chair

\_\_\_\_\_  
Libby Madarasz, Supervisor

**CABLE FRANCHISE RENEWAL AGREEMENT**  
**BETWEEN**  
**WEST WHITELAND TOWNSHIP**  
**AND**  
**VERIZON PENNSYLVANIA LLC**

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THIS CABLE FRANCHISE RENEWAL AGREEMENT (the “Franchise” or “Agreement”) is entered into on \_\_\_\_\_ (the “Effective Date” as set forth in Section 2.3) by and between WEST WHITELAND TOWNSHIP, Chester County, a validly organized and existing political subdivision of the Commonwealth of Pennsylvania (the “Township”), and VERIZON PENNSYLVANIA LLC, a limited liability company duly organized under the applicable laws of the State of Delaware (the “Franchisee”).

WHEREAS, the Franchisee is a “cable operator” and the Township is a “franchising authority” in accordance with Title VI of the Communications Act (*see* 47 U.S.C. §§ 522(5), 522(10)) and the Township is authorized to grant one (1) or more nonexclusive cable franchises to operate a Cable System within the Township pursuant to Title VI of the Communications Act;

WHEREAS, the Township granted to the Franchisee, effective as of March 10, 2021, a nonexclusive renewal franchise to own, construct, maintain, extend, and operate a Cable System in the Township for a term of five (5) years (the “Current Franchise”);

WHEREAS, the Franchisee has operated a Cable System in accordance with the Current Franchise as of the Effective Date on its existing Telecommunications Facilities consisting of a Fiber to the Premise Telecommunications Network (“FTTP Network”) in the Township which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which Non-Cable Services are not subject to Title VI of the Communications Act or this Agreement;

WHEREAS, the Franchisee has requested that the Township renew the Franchisee’s Current Franchise to provide Cable Service to residents of the Township;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Township undertook a process to determine whether it should renew the Current Franchise and the terms for such a renewal;

WHEREAS, the Township has examined the past performance of the Franchisee, has determined that the Franchisee is and has been in material compliance with the Current Franchise, and has identified the Township’s future cable-related needs and interests in accordance with applicable law;

WHEREAS, following good faith negotiations between the parties, the Township and the Franchisee have agreed on the terms for a franchise renewal agreement under which the Franchisee will continue to operate its Cable System in the Township; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations.

NOW, THEREFORE, in consideration of the Township’s grant of a renewal franchise to the Franchisee, the Franchisee’s promise to continue to provide Cable Service to residents of the Township pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and

WEST WHITELAND TOWNSHIP

other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

**1. DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 *Access Channel*: A video Channel that the Franchisee shall make available to the Township without charge for educational or governmental use for the transmission of Video Programming as directed by the Township.

1.2 *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3 *Basic Service*: Any service tier that includes the retransmission of local television broadcast signals as well as the EG Channel(s) required by this Franchise.

1.4 *Township*: The incorporated area (entire existing territorial limits) of the Township and such additional areas as may be included in the corporate (territorial) limits of the Township during the term of this Franchise.

1.5 *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as may be amended, which currently states: “(A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.”

1.6 *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as may be amended, which currently states: “a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of [T]itle II of this Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c)) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of this title; or (E) any facilities of any electric utility used solely for operating its electric utility systems.”

1.7 *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as may be amended, which currently states: “a portion

of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by the [FCC] by regulation).”

1.8 *Communications Act*: The Communications Act of 1934, as may be amended.

1.9 *Complaint*: Any written communication, including electronic mail, by a Subscriber expressing dissatisfaction with any aspect of the Franchisee’s Cable System or Cable Service operations in the Township.

1.10 *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of the Franchisee’s affairs.

1.11 *Customer Service Standards*: The standards for customer service as set forth in Exhibit B.

1.12 *Educational Access Channel*: An Access Channel available for the use of the local schools in the Township.

1.13 *Effective Date*: Shall mean the date on which the Township signs this Agreement.

1.14 *EG*: Educational or Governmental.

1.15 *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.16 *Fiber to the Premise Telecommunications Network or FTTP Network*: The Franchisee’s network that transmits Non-Cable Services pursuant to the authority granted under the laws of the Commonwealth of Pennsylvania and under Title II of the Communications Act, which Non-Cable Services are not subject to Title VI of the Communications Act or this Agreement, and which provides Cable Services from the operation of a Cable System.

1.17 *Force Majeure*: An event or events reasonably beyond the ability of the Franchisee to anticipate and control. This includes, but is not limited to, the following: severe or unusual weather conditions; labor strikes and slowdowns; war or act of war (whether an actual declaration of war is made or not); insurrection, riots, or act of public enemy, including terrorist attacks; orders of the government of the United States or the Commonwealth of Pennsylvania; actions or inactions of any government instrumentality or public utility other than the Franchisee (including condemnation to the extent not foreseeable); major accidents for which the Franchisee is not responsible; fire, flood, epidemics, pandemics, public health emergencies, or other acts of God; or work delays caused by waiting for utility providers to service utility poles to which the Franchisee’s FTTP Network is attached and the unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials and/or qualified labor was reasonably beyond the ability of the Franchisee to foresee or control.

1.18 *Franchisee*: Verizon Pennsylvania LLC, and its lawful and permitted successors, assigns, and transferees.

WEST WHITELAND TOWNSHIP

1.19 *Government Access Channel*: An Access Channel available for the use of the Township for governmental purposes.

1.20 *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by the Franchisee or its Affiliates, from the operation of the Cable System to provide Cable Service in the Township including, but not limited to:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged to Subscribers for premium Cable Services;
- (4) fees charged to Subscribers for all Cable Service digital video tiers;
- (5) fees charged to Subscribers for video-on-demand and pay-per-view Cable Services;
- (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (7) revenues from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Video Programming;
- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls;
- (11) Cable Service plan protection fees;
- (12) convenience fees;
- (13) early termination fees (solely to the extent such early termination fee can be proportionately attributable to Cable Service);
- (14) fees for leasing of Channels;
- (15) rental of any and all Subscriber equipment, including digital video recorders, converters and remote control devices;
- (16) advertising revenues (on a pro rata basis) as set forth herein;
- (17) revenues from the sale or rental of Subscriber lists;

- (18) revenues or commissions received from the carriage of home shopping channels (on a pro rata basis as set forth herein) subject to Subsection 1.20.5 below;
- (19) fees for music services that are Cable Services over the Cable System;
- (20) fees for DVR Cable Services;
- (21) regional sports programming fees;
- (22) broadcast retransmission fees;
- (23) late payment fees;
- (24) billing and collection fees;
- (25) NSF check charges;
- (26) franchise fees collected from Subscribers for the provision of Cable Services over the Cable System in the Township; and
- (27) forgone revenue that the Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value consistent with Subsection 1.20.8 below.

For the avoidance of doubt, advertising revenues shall include the amount of the Franchisee's gross advertising revenue calculated in accordance with generally accepted accounting principles (i.e., without deducting commissions paid to independent third parties). Advertising and home shopping revenue, as described in Sections 1.20(16) and 1.20(18) above, is based upon the ratio of the number of the Franchisee's Subscribers in the Township as of the last day of the period for which Gross Revenue is being calculated to the number of the Franchisee's Subscribers within all areas covered by the particular revenue source as of the last day of such period. By way of illustrative example, the Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Pennsylvania. The Franchisee has 100 Subscribers in the Township, 500 Subscribers in Pennsylvania, and 1,000 Subscribers nationwide. Gross Revenue as to the Township from Ad "A" is ten percent (10%) of the Franchisee's revenue therefrom. Gross Revenue as to the Township from Ad "B" is twenty percent (20%) of the Franchisee's revenue therefrom.

Gross Revenue shall not include:

1.20.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by the Franchisee to provide Cable Service over the Cable System;

1.20.2 Bad debts written off by the Franchisee in the normal course of its business; provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

WEST WHITELAND TOWNSHIP

1.20.3 Refunds, rebates, or discounts made to Subscribers or other third parties;

1.20.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services including, without limitation, Internet Access service, electronic mail service, internet-derived electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication that is classified as Non-Cable Services; and any other revenues classified as Non-Cable Services in accordance with applicable laws or regulations;

1.20.5 Any revenue of the Franchisee or any other Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.20.6 The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

1.20.7 Any tax of general applicability imposed upon the Franchisee or upon Subscribers by a local, state, federal, or any other governmental entity and required to be collected by the Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and non-cable franchise fees);

1.20.8 Any forgone revenue that the Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person including, without limitation, employees of the Franchisee and public institutions or other institutions designated in this Franchise; provided, however, that such forgone revenue that the Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value shall be included in Gross Revenue;

1.20.9 Sales of capital assets or sales of surplus equipment that are not deemed to be a Cable Service;

1.20.10 Program launch fees;

1.20.11 Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; and

1.20.12 Any fees or charges collected from Subscribers or other third parties for any EG Grant required by this Franchise.

1.21 *High Definition* or *HD*: Format for digital television transmission with video transmitted in at least a 16:9 aspect ratio with a resolution of at least 720p or 1080i.

1.22 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24), as may be amended, which currently states: “the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.”

1.23 *Internet Access*: Broadband access service that enables Subscribers to access the Internet.

1.24 *Non-Cable Services*: Any service that is not a Cable Service as defined herein including, but not limited to, Information Services and Telecommunications Services.

1.25 *Normal Operating Conditions*: Those service conditions that are within the control of the Franchisee. Those conditions that are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. See 47 C.F.R. § 76.309(c)(4)(ii).

1.26 *Person*: An individual, partnership, association, joint stock company, trust, corporation, limited liability company, or governmental entity.

1.27 *Public Access Channel*: An Access Channel available for the non-commercial use by the residents in the Township.

1.28 *Public Rights-of-Way*: The surface and the area across, in, over, along, upon, and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may hereafter exist, which are under the jurisdiction or control of the Township. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other wireless communications or broadcast services.

1.29 *Service Area*: All portions of the Township where Cable Service is being offered.

1.30 *Service Interruption*: The loss of picture or sound on one (1) or more cable Channels.

1.31 *Standard Definition* or *SD*: Format for digital television transmission with video transmitted in a 4:3 aspect ratio with a resolution of at least 480i.

1.32 *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with the Franchisee’s express permission.

1.33 *Telecommunications Facilities:* The Franchisee's existing Telecommunications Services and Information Services facilities and its FTTP Network facilities.

1.34 *Telecommunications Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53), as may be amended, which currently states: "the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used."

1.35 *Title II:* Title II of the Communications Act, Common Carriers, as may be amended, which governs the provision of Telecommunications Services.

1.36 *Title VI:* Title VI of the Communications Act, Cable Communications, as may be amended, which governs the provision of Cable Services by the Franchisee.

1.37 *Transfer of the Franchise:*

1.37.1 Any transaction in which:

1.37.1.1 the right, title, control or other interest in the Franchisee is transferred, directly or indirectly, from one (1) Person or group of Persons to another Person or group of Persons, so that control of the Franchisee is transferred; or

1.37.1.2 at least thirty percent (30%) of the equitable ownership of the Franchisee is transferred or assigned; or

1.37.1.3 the rights held by the Franchisee pursuant to this Agreement are transferred or assigned to another Person or group of Persons.

1.37.2 Notwithstanding Subsection 1.37.1 above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; transfer of an interest in this Franchise or the rights held by the Franchisee under this Franchise to the parent of the Franchisee or to another Affiliate of the Franchisee; any action that is the result of a merger of the parent of the Franchisee; or any action that is the result of a merger of another Affiliate of the Franchisee.

1.38 *Video Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as may be amended, which currently states: "programming provided by, or generally considered comparable to programming provided by, a television broadcast station."

1.39 *Video Service Provider or VSP:* Any entity using wired facilities occupying a substantial portion of the Public Rights-of-Way as the primary means of delivery to provide Video Programming services to multiple subscribers within the territorial boundaries of the Township. A VSP shall include any entity that provides Cable Services or Video Programming services within the territorial boundaries of the Township.

## **2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1 *Grant of Authority:* Subject to the terms and conditions of this Agreement and applicable laws and regulations, the Township hereby grants to the Franchisee the right to own, construct, operate, and maintain a Cable System to provide Cable Services along the Public Rights-of-Way within the Township. No privilege or power of eminent domain is bestowed or waived by this grant or by this Agreement.

2.2 *The Township's Regulatory Authority:* The parties recognize that the Franchisee's FTTP Network has been constructed and is operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the Township over the Franchisee's Telecommunications Facilities is governed by federal and state law, and the Township will not assert jurisdiction over the Franchisee's FTTP Network in contravention of those laws. Therefore, as provided in Section 621(b)(3)(A) of the Communications Act, 47 U.S.C. § 541(b)(3)(A), the Township's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of the Franchisee's FTTP Network to the extent the FTTP Network uses the Franchisee's existing Telecommunications Facilities for the provision of Non-Cable Services. This Agreement shall not be construed to limit whatever existing regulatory authority the Township may have under federal and state law with respect to the FTTP Network facilities.

2.3 *Term:* This Franchise shall become effective on \_\_\_\_\_ (the "Effective Date"). The term of this Franchise shall be five (5) years from the Effective Date until \_\_\_\_\_, unless the Franchise is earlier terminated by the Franchisee pursuant to the terms of Section 2.4 of this Agreement or is revoked by the Township pursuant to Section 12.5 of this Agreement.

2.4 *Termination Generally:* Notwithstanding any provision herein to the contrary, the Franchisee may terminate this Franchise and all obligations hereunder at any time during the term of this Franchise for any reason, in the Franchisee's sole discretion, upon twelve (12) months' written notice to the Township.

### *2.5 Modification Based on VSP Requirements; Competitive Equity:*

2.5.1 If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the Township has required from or imposed upon a VSP, or if the Township enters into any franchise, agreement, license, or grant of authorization with a VSP to provide Video Programming services to residential subscribers in the Township and the franchise, agreement, license or grant of authorization, taken as a whole upon consideration of all of its material obligations, is materially less burdensome than the terms imposed by this Franchise, then the Franchisee and the Township shall, within sixty (60) days of the Township's receipt of the Franchisee's written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between the Franchisee and such other VSP(s).

2.5.2 The Franchisee's notice pursuant to Subsection 2.5.1 shall specify either the change in law or the lesser burden in an authorization to a competitive VSP and

the resulting change in obligations. The Franchisee shall respond to reasonable information requests from the Township, as may be necessary to review the change in obligations resulting from the cited law or the alleged lesser burden.

2.5.3 In the event the parties do not reach mutually acceptable agreement on a modification requested by the Franchisee, the Franchisee shall, at any time and in its sole discretion, have the option of exercising either of the following actions:

2.5.3.1 if agreed by both parties, submitting the matter to binding commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

2.5.3.2 submitting the matter to mediation by a mutually-acceptable mediator.

2.6 *Grant Not Exclusive:* This Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Township reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights that are granted shall not materially interfere with existing facilities of the Cable System or the Franchisee's FTTP Network.

2.7 *Franchise Subject to Federal, State, and Local Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal, state, and local laws and regulations.

2.8 *No Waiver:*

2.8.1 The failure of the Township on one (1) or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act, or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Township, nor to excuse the Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2 The failure of the Franchisee on one (1) or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance by the Franchisee, nor shall it excuse the Township from performance, unless such right or performance has been specifically waived in writing.

2.9 *Construction of Agreement:*

2.9.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.9.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

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2.9.3 Should any change to federal, state or local law have the lawful effect of materially altering the terms and conditions of this Agreement making it commercially impracticable for the Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee and the Township of the material alteration. Any modification to this Franchise shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to this Franchise, then upon either party's initiative, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.10 *Police Powers*: Nothing in this Franchise shall be construed to prohibit the reasonable, necessary, and lawful exercise of the police powers of the Township. The Township shall not subject the Franchisee to any ordinances or regulations that are in material conflict with this Franchise.

2.11 *Compliance with Federal and State Privacy Laws*: The Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act, 47 U.S.C. § 551, and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, the Franchisee shall not be subject to any local laws or ordinances which, directly or indirectly, conflict with or exceed the scope of such applicable federal and/or state privacy laws.

2.12 *Permits*: Nothing herein shall be construed to limit the Township's lawful authority to require permits and applicable fees for certain activities in the Public Rights-of-Way; provided, however, that the Franchisee shall not be required to obtain permits for Cable Service drops for individual Subscribers.

### **3. PROVISION OF CABLE SERVICE**

3.1 *Service Area*: Subject to the issuance of all necessary permits by the Township, the Franchisee shall offer Cable Service to all residential households in the Service Area, and may make Cable Service available to businesses in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of unreasonable delay caused by the Township; (C) for periods of delay resulting from the Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments, buildings or other residential dwelling units are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where the Franchisee cannot gain access under reasonable terms and conditions after good faith negotiation, as reasonably determined by the Franchisee; (F) in areas, developments, buildings or other residential dwelling units where the Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis including, but not limited to, circumstances where the Franchisee cannot access the areas, developments, buildings or other residential dwelling units by using the Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas where the occupied residential household density does not meet the density requirements set forth in Section 3.2; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable as of the Effective Date.

3.2 *Density Requirement:* Subject to Section 3.1 above, the Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the minimum density is thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line. Should, through new construction, an area within the Township meet the density requirement as set forth herein, the Franchisee shall make commercially reasonable efforts, as determined by the Franchisee, to provide Cable Service to such area within twelve (12) months of receiving notice from the Township that the density requirement has been met.

3.3 *Availability of Cable Service:* The Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, and the Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which the Franchisee shall provide Cable Service, the Franchisee shall be required to connect, at the Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within two hundred (200) feet of trunk or feeder lines not otherwise already served by the Franchisee's FTTP Network. The Franchisee shall be allowed to recover, from a Subscriber that requests such connection, no more than the actual costs incurred for the portion of the residential dwelling unit connection that exceeds two hundred (200) feet and the actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.4 *Cable Service to Public Buildings:* Subject to Section 3.1, the Franchisee shall provide, without charge and within ninety (90) days following the Township's written request, one (1) service outlet activated for Basic Service (or equivalent) to the following:

3.4.1 Each current municipal building, fire station, and public library located in the Service Area as may be designated in Exhibit A; provided, however, that if it is necessary to extend the Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such public building, the Township shall have the option either of paying the Franchisee's direct costs for such extension for the portion of the connection in excess of two hundred (200) feet, or of releasing the Franchisee from the obligation to provide service to such public building. Furthermore, the Franchisee shall be permitted to recover, from any public building owner entitled to service under this subsection, the direct cost of installing, when requested to do so, more than one (1) outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that the Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed except in accordance with Subsection 3.4.3 below.

3.4.2 Each public K-12 school, and each non-public K-12 school that (i) receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. §§ 6301 et seq., and (ii) is considered a non-public, non-licensed school under the Pennsylvania Private Academic Schools Act, 24 P.S. §§ 6701-6721, located in the Service Area, as may be designated in Exhibit A; provided, however, that the Franchisee shall not be obligated to provide any service outlets activated for Basic Service to home schools; also provided, however, that if it is necessary to extend the Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school building, the Township shall have the option either of paying the Franchisee's direct costs for such extension for the portion of the connection in

excess of two hundred (200) feet, or of releasing the Franchisee from the obligation to provide service to such school building. Furthermore, the Franchisee shall be permitted to recover, from any school building owner entitled to service under this subsection, the direct cost of installing, when requested to do so, more than one (1) outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that the Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed except in accordance with Subsection 3.4.3 below.

3.4.3 In accordance with the applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order") and the decision on appeal by the Sixth Circuit Court of Appeals, the Franchisee may charge for the services described in Subsections 3.4.1 and 3.4.2 above in accordance with applicable law, which as of the Effective Date is the Franchisee's marginal cost of providing such service. Prior to charging for such services, the Franchisee shall provide written notice to the Township of its intent to charge for such services and shall provide reasonable detail sufficient to substantiate the marginal cost and the amount due.

#### **4. SYSTEM FACILITIES**

4.1 *Technical Requirements:* The Cable System shall meet or exceed all applicable technical performance standards of the FCC, any other future applicable technical performance standards, the National Electrical Safety Code, the National Electrical Code, and any other applicable federal laws and the laws of the Commonwealth of Pennsylvania to the extent not in conflict with federal law and regulations.

4.2 *System Characteristics:* The Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1 The Cable System shall be operated with a digital carrier passband between 57 and 861 MHz.

4.2.2 The Cable System shall be operated as an active two-way system that allocates sufficient portion of said bandwidth to deliver reliable two-way Cable Services.

4.3 *Interconnection:* The Franchisee shall operate its Cable System so that it may be interconnected with other cable systems in the Township. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4 *No Interference:* The Cable System shall be operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off-the-air signals of licensed FCC operators.

4.5 *Standby Power:* The Cable System shall incorporate equipment capable of providing continuous standby powering of the System during any commercial utility power outage.

4.6 *Emergency Alert System:* The Franchisee shall comply with the applicable requirements of the FCC and the Commonwealth of Pennsylvania with respect to the operation of

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an Emergency Alert System (“EAS”) and applicable state and local EAS plans in order that emergency messages may be distributed over the Cable System.

## **5. EG SERVICES**

### *5.1 EG Channel Set Aside:*

5.1.1 In order to ensure universal availability of Educational and Government Access programming, the Franchisee shall reserve on the Basic Service tier capacity for one (1) dedicated Educational Access Channel and one (1) dedicated Government Access Channel (collectively, “EG Channels”) for exclusive use by the Township or its designee. The EG Channels shall be used for community programming related to educational and/or governmental activities. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channels, and may delegate such functions, or a portion of such functions, to an appropriate designee. The Franchisee shall not exercise any editorial control over EG Channel programming. The Franchisee shall maintain in good working order the video link(s) and equipment necessary to transmit the EG Channel signals to the channel aggregation site for further processing and distribution to Subscribers. The Franchisee shall maintain the EG Channels and video link(s) in accordance with FCC technical specifications that are comparable to the specifications used to maintain commercial Channels transmitted to Subscribers on the Cable System, except that the Franchisee shall not be responsible for the technical signal quality of the programming produced by any EG Channel producer.

5.1.2 The Township and the Franchisee will comply with all laws and regulations related to use of the EG Channels. The parties agree that the Franchisee shall retain the right to utilize such reserved EG Channel capacity, in its sole discretion, during the term of this Franchise until such time as the Township notifies the Franchisee in writing of its desire to begin using the EG Channel pursuant to Subsection 5.1.3 below.

5.1.3 The Township may obtain from the Franchisee, within one hundred twenty (120) days of the receipt of written notice from the Township, up to two (2) EG Channels as identified in Subsection 5.1.1 for exclusive use by the Township or its designee. Such notification shall constitute authorization to the Franchisee to transmit such EG Channel programming within and without the Township. The Franchisee shall assign the EG Channel number(s) to the extent such Channel number assignments do not interfere with the Franchisee’s existing or planned Channel number line-up and contractual obligations, provided it is understood that the Franchisee specifically reserves the right to make or change such EG Channel number assignments, in its sole discretion, upon at least thirty (30) days’ written notice to the Township. If an EG Channel provided under this Article 5 is not being utilized by the Township, or if the Township ceases to use an EG Channel during the term of this Franchise, the Franchisee may utilize such EG Channel capacity, in its sole discretion, after receiving written approval from the Township until such time as the Township elects to utilize the EG Channel for its intended purpose. In the event that the Township decides to exercise its right to use previously de-activated EG Channel capacity, the Township shall provide the Franchisee with written notice and the Franchisee shall re-activate the EG Channel within ninety (90) days of receipt of the written request from the Township.

5.1.4 The Township shall comply with all applicable laws and regulations regarding the non-commercial use of EG Channels.

5.2 *EG Channel Equipment and Programming:* The Township and/or its designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all EG Channel programming up to the demarcation point and for ensuring all EG Channel programming is inserted on the appropriate upstream EG Channel. All EG Channel programming shall be transmitted to the Franchisee in baseband or SD-SDI format with either mono or stereo audio signals, and with signals received by the Franchisee in stereo cablecast by the Franchisee in stereo. Notwithstanding the foregoing, the Franchisee shall not be obligated to provide the Township or its designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Township's side of the demarcation point and used to generate or administer any EG Channel access signals, except as necessary to implement the Franchisee's responsibilities specified herein. The Township and the Franchisee shall work together in good faith to resolve any connection issues. If the Township issues a franchise to, or renews a franchise with, a competing cable operator, the competing cable operator may not connect its system to the Franchisee's System for the purposes of obtaining EG Channel programming from the EG Channels transmitted on the Franchisee's System without the Franchisee's prior written consent.

5.3 *Interconnection for EG Channel Programming:* The Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, for purposes of providing EG Channels, no earlier than six (6) months after written notice by the Township to activate an EG Channel, the Township may require the Franchisee to provide a video link, without charge to the Township, to a location within the Service Area where EG Channel programming is originated for the purpose of cablecasting such EG Channel programming. The Franchisee shall maintain the fiber connection to such origination location in good working order and without any charge to the Township. The Franchisee shall not be obligated to provide the Township with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such EG Channel programming.

5.4 *EG Channel Relocation:* The Township shall have the right to relocate the location where its EG Channel programming originates after such time as the Franchisee has established a direct connection or has interconnected with another cable operator for purposes of obtaining EG Channel programming as follows: (i) the Franchisee's obligation shall be subject to the same conditions that apply to the EG Channel origination sites as set forth in this Article 5; (ii) the Township shall provide access to such site at least ninety (90) days prior to the Township's anticipated use of the relocated EG Channel origination site; and (iii) the Township shall reimburse the Franchisee for the actual costs it incurs to relocate its direct connection or for any additional costs associated with the interconnection with any other cable operator. Said relocation shall be undertaken within ninety (90) days of the Township both: (A) providing a written request therefore, and (B) meeting the conditions set forth above.

5.5 *Indemnity for EG Services:* The Township shall require all local producers and users of any of the EG facilities or EG Channels to agree in writing to authorize the Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless the

Franchisee and the Township from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims regarding an EG Channel programming facility, not including the FTTP Network, or EG Channel or EG Channel programming, including claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state, or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity. The Township may establish rules and procedures for use of EG Channel facilities consistent with applicable laws and regulations. Notwithstanding the foregoing, the Township shall not indemnify the Franchisee for any damages, liability, or claims resulting from acts of willful misconduct or negligence of the Franchisee, its officers, employees, or agents.

5.6 *Recovery of Costs:* The Franchisee shall be allowed to recover any costs arising from the provision of EG Channel services as set forth in Section 622 of the Communications Act, 47 U.S.C. § 542, and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, the Franchisee may externalize, line-item, or otherwise pass through interconnection costs to Subscribers.

## **6. FRANCHISE FEES**

6.1 *Payment to the Township:* The Franchisee shall pay to the Township a franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under this Franchise for the computation of the franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any franchise fee payment is not made on or before the applicable dates, then interest shall be added at the rate of six percent (6%) of the amount of franchise fee revenue due to the Township. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. The Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, along with interest at six percent (6%) of the amount from the date such underpayment was due, and shall credit any payments that were incorrectly submitted, in connection with the quarterly franchise fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. If the Township issues or renews any cable franchise(s) after the Effective Date that provide(s) for a lower percentage of a franchise fee than is required by this Agreement, the Township shall provide the Franchisee with written notice of such issuance or renewal and the percentage of the Franchisee's franchise fee payments shall be immediately thereafter reduced to match such lower percentage over that same time period.

6.2 *Supporting Information:* Each franchise fee payment shall be accompanied by a brief report that provides line items for revenue sources and the amount of revenue received from each source and is verified by a financial manager of the Franchisee showing the basis for the computation.

6.3 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any franchise fee payable hereunder shall be forty-eight (48) months from the date on which the applicable payment by the Franchisee is due.

6.4 *Audits:*

6.4.1 The Township may conduct a franchise fee review or audit of the Franchisee's books and records pertaining directly to the Franchisee's payment of franchise fees to the Township no more than once every three (3) years during the term of this Franchise. Any audit shall be initiated through written notice to the Franchisee by the Township, and the Township or any auditor employed by the Township shall submit its request for records within forty-five (45) days of the Township's notice; provided, however, that the parties shall work cooperatively on an ongoing basis during the audit review in the event the Township or its designated auditor identifies reasonable follow-up records that are necessary to complete the audit. Subject to the confidentiality provisions of Section 8.1 below, and execution of a non-disclosure agreement with the Township or an auditor employed by the Township, all records requested by the Township for such audit shall be made available to the Township or its auditor within forty-five (45) days of the Township's request for documents. All records shall be provided by the Franchisee for inspection at a mutually agreed upon location or, if agreed by the parties, through secure electronic communication.

6.4.2 Any audit conducted by the Township or auditor employed by the Township shall be completed within one hundred eighty (180) days of receipt of all documents identified in the request for records submitted pursuant to Subsection 6.4.1, or by such other date as is mutually agreed to by the parties. If upon completion of the audit, the Township does not make a claim for additional payments, then the Township shall provide the Franchisee with written documentation of closure of the audit within forty-five (45) days from the date the audit is completed. The Township's claim for additional franchise fee payments shall be provided to the Franchisee within forty-five (45) days from the date on which the audit is completed by the Township or its auditor or by such other date as is mutually agreed to by the parties.

6.4.3 Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that the Franchisee underpaid the franchise fees by five percent (5%) or more, then the Franchisee shall pay the reasonable, documented, out-of-pocket costs of the audit up to eight thousand dollars (\$8,000).

6.4.4 If the results of an audit indicate an underpayment of franchise fees, the parties agree that such underpayment shall be remitted to the Township within forty-five (45) days; provided, however, that the Franchisee shall be required to remit underpayments to the Township together with interest at six percent (6%) of the amount correctly due from the date such underpayment would have been due.

6.4.5 Any entity employed by the Township that performs the audit or franchise fee review shall be a professional firm with recognized expertise in auditing franchise fees and shall not be permitted to be compensated on a success-based formula, e.g., payment based on an underpayment of franchise fees, if any.

6.5 *Bundled Services*: If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, the calculation of Gross Revenue shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of the Franchisee in accordance with FCC rules, regulations, standards, or orders. If the Franchisee bundles Cable Services with Non-Cable Services, the Franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading payments due under this Franchise. The parties agree that tariffed Telecommunications Services that cannot be discounted by state or federal law or regulation are to be excluded from the bundled discount allocation basis.

## **7. CUSTOMER SERVICE**

Customer Service Standards to be complied with by the Franchisee are set forth in Exhibit B. Such standards may be amended by written consent of the parties.

## **8. REPORTS AND RECORDS**

8.1 *Open Books and Records*: Upon written notice to the Franchisee, the Township shall have the right to inspect the Franchisee's books and records pertaining to this Agreement or the Franchisee's provision of Cable Service in the Township at any time during Normal Business Hours to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of this Franchise that is under review, so that the Franchisee may organize the necessary books and records for appropriate access by the Township. Within thirty (30) days of the Township's written notice, all records requested by the Township shall be provided by the Franchisee for inspection at a mutually agreed upon location or, if agreed by the parties, through secure electronic communication. The Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than forty-eight (48) months. Notwithstanding anything to the contrary set forth herein, the Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to this Agreement or to the provision of Cable Service in the Township. If the Franchisee claims any information to be proprietary or confidential, it shall identify the information and provide a written explanation as to the reason it is claimed to be confidential or proprietary. The Township shall treat any information disclosed by the Franchisee as confidential so long as it is permitted to do so under applicable law, and shall only disclose it to employees, representatives, and agents of the Township that have a need to know, or in order to enforce the provisions hereof. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2 *Records Required*: The Franchisee shall at all times maintain the following, which may be inspected pursuant to Section 8.1 above:

8.2.1 Records of all Complaints for a period of forty-eight (48) months after receipt by the Franchisee. Complaints recorded will not be limited to Complaints requiring an employee service call;

8.2.2 Records of Significant Outages (as defined in the Customer Service Standards attached as Exhibit B) for a period of forty-eight (48) months after occurrence, indicating date, duration, area, the number of Subscribers affected, type of outage, and cause;

8.2.3 Records of service calls for repair and maintenance for a period of forty-eight (48) months after resolution by the Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), the date and time service was provided, and (if different) the date and time the problem was resolved; and

8.2.4 Records of installation/reconnection and requests for service extension for a period of forty-eight (48) months after the request was fulfilled by the Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

## **9. INSURANCE AND INDEMNIFICATION**

### **9.1 *Insurance:***

9.1.1 The Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage:

9.1.1.1 Commercial General Liability Insurance with limits of three million dollars (\$3,000,000) per occurrence for property damage and bodily injury and three million dollars (\$3,000,000) general aggregate including premises-operations, contractual liability, personal and advertising injury and products/completed operations covering the construction, operation, and maintenance of the Cable System, and the conduct of the Franchisee's Cable Service business in the Township.

9.1.1.2 Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage coverage covering all owned, non-owned, and hired vehicles.

9.1.1.3 Workers' Compensation Insurance in compliance with the statutory requirements of the Commonwealth of Pennsylvania and Employers' Liability Insurance in the following amounts: (i) Bodily Injury by Accident: one hundred thousand dollars (\$100,000); and (ii) Bodily Injury by Disease: one hundred thousand dollars (\$100,000) each employee; five hundred thousand dollars (\$500,000) disease policy limit.

9.1.2 The Township shall be included as an additional insured as its interest may appear under this Franchise on Commercial General Liability and Automobile Liability insurance policies.

9.1.3 Upon receipt of notice from its insurer, the Franchisee shall provide the Township with thirty (30) days' prior written notice of cancellation of any required insurance.

9.1.4 Each of the required insurance policies shall be with insurers qualified to do business in the Commonwealth of Pennsylvania, with an A-VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

9.1.5 Upon written request, the Franchisee shall deliver to the Township Certificates of Insurance showing evidence of the required coverage.

9.2 *Indemnification:*

9.2.1 The Franchisee agrees to indemnify, save, hold harmless, and defend the Township, its elected and appointed officials, officers, agents, boards, and employees, from and against any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to, or connected with any act or omission of the Franchisee, its officers, agents, or employees, including the acts or omissions of any contractor or subcontractor of the Franchisee, arising out of the construction, operation, upgrade, or maintenance of its Cable System. The obligation to indemnify, save, hold harmless and defend the Township shall include the obligation to pay judgments, injuries, liabilities, damages, penalties, expert fees, court costs and the Franchisee's own attorney's fees. The Township shall give the Franchisee timely written notice of the Township's request for indemnification within (i) thirty (30) days of receipt of a claim or action pursuant to this subsection or (ii) ten (10) days following service of legal process on the Township or its designated agent of any action related to this subsection. The Township agrees that it will take all necessary action to avoid a default judgment. Notwithstanding the foregoing, the Franchisee shall not indemnify the Township for any damages, liability, or claims resulting from, and the Township shall be responsible for, the Township's own acts of willful misconduct or the willful misconduct of its elected and appointed officials, officers, agents, boards, and employees.

9.2.2 With respect to the Franchisee's indemnity obligations set forth in Subsection 9.2.1, the Franchisee shall provide the defense of any claims brought against the Township by selecting counsel of the Franchisee's choice to defend the claim, subject to the consent of the Township, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Township from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense; provided, however, that after consultation with the Township, the Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and the Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement include the release of the Township, and the Township does not consent to the terms of any such settlement or compromise, the Franchisee shall not settle the claim or action, but its obligation to indemnify the Township shall in no event exceed the amount of such settlement.

**10. TRANSFER OF FRANCHISE**

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, and applicable federal regulations, no Transfer of the Franchise shall occur without the prior written consent of the Township, provided that such consent shall not be unreasonably conditioned or withheld. No such

consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in this Franchise or the Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.37 above.

## **11. RENEWAL OF FRANCHISE**

The Township and the Franchisee agree that any proceedings undertaken that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

## **12. ENFORCEMENT AND TERMINATION OF FRANCHISE**

12.1 *Notice of Noncompliance:* If at any time the Township believes that the Franchisee has not complied with the terms of this Franchise, the Township shall informally discuss the matter with the Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the Township shall then notify the Franchisee in writing of the nature of the alleged noncompliance (for purposes of this Article 12, the “Noncompliance Notice”). If the Township does not notify the Franchisee of any alleged noncompliance, it shall not operate as a waiver of any rights of the Township hereunder or pursuant to applicable law.

12.2 *The Franchisee’s Right to Cure or Respond:* The Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Township in writing, if the Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, diligently pursue such remedy to completion, and notify the Township of the steps being taken and the date by which the cure is projected to be completed. Upon cure of any noncompliance, the Township shall provide written confirmation that such cure has been effected.

12.3 *Liquidated Damages:* After the time periods set forth in Sections 12.1-12.2 above, in the event that the Township finds that an alleged noncompliance continues to exist and that the Franchisee has not corrected the same in a satisfactory manner, the Franchisee agrees that the Township may recover liquidated damages from the Franchisee in the amounts set forth below; provided, however, that if the Franchisee disputes the assessment of any liquidated damages hereunder, the Franchisee may request and the Township may schedule a public hearing with regard to such dispute. Following the notice and opportunity to cure periods in Sections 12.1-12.2 above, the Township shall provide the Franchisee with written notice that it intends to impose the liquidated damages remedies set forth herein. If the Township elects to recover liquidated damages for any item set forth in Subsection 12.3.1 below (including customer service violations), the Township agrees that such recovery shall be its exclusive remedy for the time period for which liquidated damages are assessed; provided, however, that once the Township has ceased to assess its liquidated damages remedies as set forth in Subsection 12.3.1 below, it may pursue other available remedies.

12.3.1 Pursuant to Section 12.3, the following monetary damages shall apply:

For failure to provide Cable Service as set forth in Sections 3.1-3.4.....\$275/day for each day the violation continues;

For failure to maintain the FCC technical standards as set forth in Section 4.1 .....\$275/day for each day the violation continues;

For failure to provide EG services to the community as specified in Section 5.1.....\$275/day for each day the violation continues;

For failure to comply with franchise fee audit requirements as set forth in Section 6.4.....\$275/day for each day the violation continues;

For failure to provide the Township with any reports or records required by this Agreement within the time period required .....\$275/day for each day the violation continues;

For failure to meet customer service requirements with regard to Sections 2, 3, and 4 of the Customer Service Standards as set forth in Exhibit B.....\$675 for each quarter in which such standards were not met;

For failure to carry the insurance specified in Subsection 9.1.1 .....\$275/day for each day the violation continues; and

For a Transfer specified in Article 10 without required approval.....\$275/day for each day the violation continues.

12.3.2 The amount of all liquidated damages per annum shall not exceed twenty thousand dollars (\$20,000) in the aggregate. All similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one (1) of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Sections 12.1-12.2.

12.3.3 Except as otherwise provided herein, any liquidated damages assessed pursuant to this Section 12.3 shall not be a limitation upon any other provisions of this Franchise and applicable law, including revocation.

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12.4 *Additional Enforcement Measures:* Subject to applicable federal, state and local law, in the event the Township determines that the Franchisee is in default of any provision of this Franchise, the Township may:

12.4.1 Commence an action at law for monetary damages or seek other equitable relief; or

12.4.2 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 12.5 below.

12.5 *Revocation:* Should the Township seek to revoke this Agreement after following the procedures set forth in Sections 12.1-12.2 above, and the Township chooses not to impose liquidated damages or ceases to impose liquidated damages, the Township shall give written notice to the Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Township has not received a satisfactory response from the Franchisee, it may then seek revocation of this Agreement and shall schedule a public hearing. The Township shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing.

12.5.1 At any designated public hearing at which the Township has informed the Franchisee that revocation is a possible consequence in accordance with the written notice requirements set forth above, the Franchisee shall be provided a fair opportunity for full participation, including the following rights: to be represented by legal counsel; to introduce relevant evidence and require the production of evidence; and to question and/or cross-examine witnesses. A complete verbatim record and transcript shall be made of such hearing at the Franchisee's sole cost and expense.

12.5.2 Following the public hearing, the Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Township in writing, and thereafter the Township shall provide a written determination to the Franchisee setting forth: (i) whether an event of default has occurred under this Agreement; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured by the Franchisee. The Township shall also determine whether it will revoke this Franchise based on the information presented or, in the discretion of the Township, grant additional time to the Franchisee to effect any cure. If the Township determines that it will revoke this Franchise, the Township shall promptly provide the Franchisee with a written determination setting forth the Township's reasoning for such revocation. The Franchisee may appeal such written determination of the Township to an appropriate court of competent jurisdiction, which will have the power to review the determination of the Township consistent with applicable law. The Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within the time frame permitted by law.

### 13. MISCELLANEOUS PROVISIONS

13.1 *Actions of Parties:* In any action by the Township or the Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

13.2 *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

13.3 *Preemption:* In the event that a change in federal or state law or regulation preempts or limits the enforceability of a provision of this Agreement, the provision shall be read to be preempted or limited, but only to the extent and for the time required by such law or regulation. In the event such federal or state law or regulation is subsequently repealed, rescinded, amended, or otherwise changed so that the provision hereof that had been preempted or limited is no longer preempted or limited, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Township.

13.4 *Force Majeure:* The Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure event. If the Franchisee makes a decision that a Force Majeure event has taken place, it shall give the Township written notice no more than thirty (30) days after such decision has been made.

13.5 *Good Faith Error:* The parties hereby agree that it is not the Township's intention to subject the Franchisee to penalties, fines, forfeitures, or revocation of the Franchise for violations of this Agreement where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers.

13.6 *Delivery of Payments:* The Franchisee may use electronic funds transfer to make any payments to the Township required under this Agreement.

13.7 *Notices:* Unless otherwise expressly stated herein, notices required under this Franchise shall be mailed first-class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

13.7.1 Notices to the Franchisee shall be mailed to:

President  
Verizon Pennsylvania LLC  
900 Race Street, 6<sup>th</sup> Floor  
Philadelphia, PA 19107

With a copy to:

Verizon  
1300 I Street NW, Suite 500 East  
Washington, DC 20005  
Attention: Tonya Rutherford, Vice President and Deputy  
General Counsel

13.7.2 Notices to the Township shall be mailed to:

West Whiteland Township Municipal Building  
101 Commerce Drive  
Exton, PA 19341  
Attention: Township Manager

With a copy to:

Cohen Law Group  
413 S. Main Street  
Pittsburgh, PA 15215

13.8 *Entire Agreement*: This Franchise and the Exhibits hereto constitute the entire agreement between the Franchisee and the Township and supersedes all prior or contemporaneous agreements, representations, or understanding (whether written or oral) of the parties regarding the subject matter hereof. Any lawful ordinances or parts of ordinances related to the provision of Cable Services over the Cable System in the Township that conflict with the provisions of this Agreement are superseded by this Agreement.

13.9 *Amendments*: Amendments or modifications to this Agreement shall be mutually agreed to in writing and signed by the parties.

13.10 *Captions*: The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

13.11 *Severability*: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of this Franchise.

13.12 *Recitals*: The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

13.13 *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this Franchise, or any other action to forbid or disallow the Franchisee from providing Cable Services, shall the  
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Franchisee or its assignees be required to sell any right, title, interest, use, or control of any portion of the Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Township or any third party. The Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal, or any other action to forbid or disallow the Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI of the Communications Act or the EG service requirements set out in this Agreement.

13.14 *Parental Control:* The Franchisee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any Channels being received on their television sets.

13.15 *Independent Review:* The Township and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of this Agreement.

13.16 *Modification Due to Exercise of Police Powers:* If the Township exercises its reasonable, necessary, and lawful police power rights and such exercise results in a material alteration of the terms and conditions of this Agreement that makes it commercially impracticable for the Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects of the Township's exercise of its police power rights on the Franchisee. Any modification to this Agreement shall be in writing and signed by both parties. If the parties cannot reach agreement on how to ameliorate the negative effects of the Township's exercise of its police power rights, then the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

13.17 *No Third Party Beneficiaries:* Except as expressly provided herein, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

13.18 *Counterparts:* This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for the other counterparts.

**[SIGNATURE PAGE FOLLOWS]**

WEST WHITELAND TOWNSHIP

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VERIZON PENNSYLVANIA LLC

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBITS

Exhibit A – Cable Service to Public Buildings

Exhibit B – Customer Service Standards

## **EXHIBIT A**

### **CABLE SERVICE TO PUBLIC BUILDINGS**

Township Municipal/Public Works Building  
222 North Pottstown  
Pike, Exton PA

Public Works Operations Office  
222 North Pottstown Pike (Rear)  
Exton PA

New Township Municipal/Administration Building  
101 Commerce Drive  
Exton PA

Municipal Parks Operation Building  
925 Old Valley Road  
Exton PA

West Whiteland Fire Company  
227 Crest Avenue  
Exton PA

Chester County Library  
450 Exton Square Parkway  
Exton PA

Exton Elementary School  
301 Hendricks Avenue  
Exton PA

Mary C. Howse Elementary School  
641 West Boot Road  
West Chester PA

Pierce Middle School  
1314 Burke Road  
West Chester, PA

Church Farm School  
1001 East Lincoln Highway  
Exton PA

SS Philip and James School  
721 East Lincoln Highway  
Exton PA

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Devereaux School  
891 E. Boot Road  
West Chester PA

Collegium School  
535 James Hance Court  
Exton PA

Whiteland Woods Pump Station  
191 Birchwood Drive  
West Chester, PA

Exton Pump Station  
1480 S. Pottstown Pike  
West Chester PA

Grubbs Mill Pump Station  
559 Grubbs Mill Road  
West Chester PA

Broad Run Pump Station  
600 Grubbs Mill Road  
West Chester PA

Clover Mill Pump Station  
652 Clover Mill Road  
Exton PA

Clover Mill Garage  
650 Clover Mill Road  
Exton PA

Boot Road Park Office  
110 Darlington Drive  
West Chester PA

Exton Park Office  
800 E. Swedesford Road  
Exton PA

## EXHIBIT B

### CUSTOMER SERVICE STANDARDS

These standards shall apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Township.

#### **SECTION 1: DEFINITIONS**

A. **Respond:** The Franchisee's investigation of a Service Interruption after receiving a Subscriber call by opening a trouble ticket, if required, and responding to the call.

B. **Significant Outage:** A Significant Outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Township.

C. **Service Call:** The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. **Standard Installation:** Installations where the Subscriber is within two hundred (200) feet of trunk or feeder lines.

#### **SECTION 2: OFFICE HOURS AND TELEPHONE AVAILABILITY**

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers and/or residents in the Township regarding Cable Service. The Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must respond to Subscriber telephone inquiries during the Franchisee's Normal Business Hours. The Franchisee representatives shall identify themselves by name when answering this number. After Normal Business Hours, the toll-free number may be answered by an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained Franchisee representative on the next business day.

B. The Franchisee's telephone numbers shall be listed, with appropriate description (e.g., administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by the Franchisee.

C. The Franchisee may, at any time, use an ARU or a VRU to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three (3) times, if Subscribers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from Subscribers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three percent (3%) of the time during any calendar quarter.

F. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Township of such a change at least thirty (30) days in advance of any implementation. The Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply.

### **SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS**

A. All installations will be in accordance with the rules of the FCC, the National Electrical Code, and the National Electrical Safety Code including, but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the Subscriber's premises or within seven (7) business days after an order is placed if the ONT is already installed on the Subscriber's premises.

The Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding Subscriber requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the Subscriber's premises.

C. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Township of such a change at least thirty (30) days in advance of any implementation.

D. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) hour time block scheduled during Normal Business Hours. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends. The Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If a technician is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be

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contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

#### **SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES**

A. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Township and each affected Subscriber in the Service Area have been given fifteen (15) days' prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Franchisee may perform modifications, repairs, and upgrades to the Cable System between 12:01 a.m. and 6:00 a.m. which may interrupt Cable Service.

B. Under Normal Operating Conditions, the Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service problem within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area, and shall diligently pursue to completion.

(2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Township of a Cable Service problem, and shall diligently pursue to completion.

C. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time the Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

D. The Franchisee shall meet the standard in Subsection 4.C. for ninety percent (90%) of the Service Calls it completes, as measured on a calendar quarterly basis.

E. At the Franchisee's option, the above measurements may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Township of such a change at least thirty (30) days in advance of any implementation.

F. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber's current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

G. Under Normal Operating Conditions, if a Significant Outage affects all Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in an amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in an amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on a subsequent Subscriber billing statement.

H. With respect to service issues concerning Cable Services provided to Township facilities, the Franchisee shall Respond to all inquiries from the Township within four (4) hours, shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions, and shall diligently pursue to completion. If such repairs cannot be completed within twenty-four (24) hours, the Franchisee shall notify the Township in writing as to the reason(s) for the delay and provide an estimated time of repair.

I. The Franchisee may provide all notices identified in this Section 4 electronically or on-screen.

#### **SECTION 5: SUBSCRIBER COMPLAINTS**

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber Complaints referred by the Township within seventy-two (72) hours of receipt. The Franchisee shall notify the Township of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial Complaint. The Township may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section 5, “resolve” means that the Franchisee shall perform those actions which, in the normal course of business, are necessary to investigate the Subscriber’s Complaint and advise the Subscriber of the results of that investigation.

#### **SECTION 6: BILLING**

A. Subscriber bills shall be clear, concise, and understandable. Bills shall be fully itemized to include all applicable service tiers and, if applicable, all related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. The Franchisee shall maintain records of the date and place of delivery of bills.

B. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill that lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due.

C. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

- (1) The Subscriber pays all undisputed charges;

WEST WHITELAND TOWNSHIP

(2) The Subscriber provides notification of the dispute to the Franchisee within five (5) days prior to the due date;

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute; and

(4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

D. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing Complaints received from Subscribers within five (5) business days of receipt of the Complaint. Final resolution shall not be unreasonably delayed.

E. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

F. The Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the Township upon written request.

G. The Township hereby requests that the Franchisee omit the Township's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

#### **SECTION 7: RATES, FEES, AND CHARGES**

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Franchisee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to, a situation in which the Subscriber reconnects the Franchisee's equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment.

B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

#### **SECTION 8: DISCONNECTION/DENIAL OF SERVICE**

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee provides a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be provided to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Cable Service termination was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services; refusal to pay any required deposit; theft of Cable Service; damage to the Franchisee's equipment; abusive and/or threatening behavior toward the Franchisee's employees or representatives; refusal to provide credit history information; or refusal to allow the Franchisee to validate the identity, credit history, and credit worthiness via an external credit agency.

## **SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS**

A. All Franchisee personnel, contractors, and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable efforts to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's or potential Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner.

C. All notices identified in this Section 9 shall be by either:

- (1) A separate document included with a billing statement or a message included on the portion of the monthly bill that is to be retained by the Subscriber;
- (2) A separate electronic notification;
- (3) A separate on-screen notification; or
- (4) Any other reasonable written means.

D. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products, or offers) and, subject to the foregoing, any changes in Cable Services, including Channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the Township including how and where the notice was given to Subscribers.

E. The Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 9.D., at least thirty (30) days prior to making significant changes in the information required by this Subsection 9.E. if within the control of the Franchisee:

- (1) Products and Cable Services offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees, and other fees charged by the Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address, and telephone number of the Township, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Franchisee's office to which complaints may be reported.

F. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

G. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

# MEMORANDUM

**DATE:** February 20, 2026  
**TO:** Board of Supervisors  
**FROM:** Pam Gural-Bear  
**SUBJECT:** Approval of Seventh Amendment to DARA Intermunicipal Agreement

---



## **Motion**

To approve the Seventh Amendment to the 1985 Downingtown Area Regional Authority (DARA) Intermunicipal Agreement and to authorize the Township Manager to execute the amendment on behalf of the Township.

## **Background:**

The Downingtown Area Regional Authority (“DARA”) was formed under the Municipality Authorities Act of 1945 by the Borough of Downingtown and the Townships of East Caln, Uwchlan, West Whiteland, and Caln to establish a regional framework for wastewater treatment and administration of sanitary sewer capacity at the Downingtown Regional Water Pollution Control Center (DRWPCC). In December 1985, the participating municipalities entered into an Intermunicipal Agreement to define each municipality’s capacity allocation rights, governance through DARA, and cost-sharing responsibilities for operation, maintenance, upgrades, and future expansions of the DRWPCC. The agreement continues to serve as the authority under which regional sewer capacity is managed and assigned among the municipalities.

Under the current proposal, East Caln Township has entered into an agreement to sell 50,000 gallons per day (GPD) of sanitary sewage treatment capacity to Uwchlan Township and the Uwchlan Township Municipal Authority (Uwchlan Parties). Concurrently, the Uwchlan Parties have entered into a separate agreement, along with a first amendment to that agreement, through which the Hankin Group will purchase and reserve 50,000 GPD of this capacity to meet projected development needs in Uwchlan Township.

To implement these transactions, a Seventh Amendment to the 1985 Intermunicipal Agreement has been prepared. The amendment updates the agreement to reflect:

1. The sale of 50,000 GPD of capacity from East Caln Township to the Uwchlan Parties.
2. Adjustments to GPD allocations and billing allocations between East Caln Township and the Uwchlan Parties.

Under Section 6.15 of the Intermunicipal Agreement, completion of this transfer requires all parties to waive rights to purchase the allocation in question and consent to the

transfer. Similar transfers have been approved previously, most recently through the Sixth Amendment in 2018.

The Seventh Amendment has been executed by East Caln Township, the Uwchlan Parties, and DARA.

NOTE: Counterpart signatures circulated in PDF format are considered the equivalent of original signatures for execution purposes.

**Attachments:**

- Partially Executed Seventh Amendment to the 1985 Intermunicipal Agreement
- Executed Agreement for Sale and Purchase of Sewage Treatment Capacity
- Agreement for Sale and Purchase of Sewage Treatment Capacity
- First Amendment to Agreement for Sale and Purchase of Sewage Treatment Capacity
- 1985 DARA Intermunicipal Agreement

**SEVENTH AMENDMENT TO THE  
INTERMUNICIPAL AGREEMENT OF DECEMBER 27, 1985**

THIS SEVENTH AMENDMENT ("**Seventh Amendment**") is made and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, to that certain Agreement of December 27, 1985 ("**Intermunicipal Agreement**") by and among the **DOWNTOWN AREA REGIONAL AUTHORITY**, a Pennsylvania municipality authority ("**DARA**"), the **BOROUGH OF DOWNTOWN**, the **TOWNSHIP OF CALN**, the **TOWNSHIP OF EAST CALN**, the **TOWNSHIP OF UWCHLAN**, the **UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY**, and the **TOWNSHIP OF WEST WHITELAND** (the aforesaid parties to the Intermunicipal Agreement are sometimes hereinafter individually called a "**Party**" and collectively called the "**Parties**"; and the Parties other than DARA are sometimes hereinafter called the "**Municipal Parties**").

**RECITALS**

WHEREAS, the Parties entered into, or are successors in interest to the Parties who entered into, the Intermunicipal Agreement the terms of which, inter alia, allocated certain sewage treatment capacity in the Downingtown Regional Water Pollution Control Center ("**Center**") to the Municipal Parties and their successors in interest or assigns; and

WHEREAS, the Intermunicipal Agreement has previously been amended by a First Amendment dated May 1, 1996, a Second Amendment dated January 18, 1998, a Third amendment dated February 23, 2000, a Fourth Amendment dated May 18, 2006, a Fifth Amendment dated January 18, 2010; and a Sixth Amendment dated October 29, 2018 (collectively, the "**Prior Amendments**");

WHEREAS, the Township of Uwchlan ("**Uwchlan**") and the Uwchlan Township Municipal Authority ("**Uwchlan Authority**") have entered into a certain Agreement for the Sale and Purchase of Sanitary Sewage Treatment Capacity dated October 15, 2025 (the "**Transfer Agreement**") with the Township of East Caln ("**East Caln**") to purchase from East Caln a portion of its the allocation of sewage treatment capacity in the Center; and

WHEREAS, under Section 6.15 of the Intermunicipal Agreement, DARA has approved the transfer of allocation pursuant to the Transfer Agreement, subject to certain conditions, including, inter alia, the execution and delivery of this Seventh Amendment by the Parties.

NOW, THEREFORE, in consideration of the agreement of each of the Parties hereto and for One Dollar (\$1.00) and other consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. DARA does hereby approve the proposed transfer from East Caln to Uwchlan and the Uwchlan Authority of Fifty Thousand gallons per day (50,000 gpd) (average daily flow) of East Caln's allocated and reserved sewer treatment capacity in the Center pursuant to the Transfer Agreement and this Seventh Amendment.

2. Section 4.02 of the Intermunicipal Agreement (as previously amended by the Prior Amendments) is hereby deleted and replaced with the following, with substantive changes indicated by ~~strikeout~~ and interlineation:

Section 4.02. Each party shall have the right to have sewage treated in accordance with the following allocations:

<b>Municipality</b>	<b>After <del>Sixth</del> <u>Seventh</u> Amendment</b>
Downingtown	1,444,650 gpd
Caln	1,387,500 gpd
East Caln	<del>660,700 gpd</del> <u>610,700 gpd</u>
Uwchlan	<del>2,083,950 gpd</del> <u>2,133,950 gpd</u>
West Whiteland	1,923,200 gpd
<b>TOTAL</b>	<b>7,500,000 gpd</b>

3. Section 6.03 of the Intermunicipal Agreement (as previously amended by the Prior Amendments) is hereby deleted and replaced with the following, with substantive changes indicated by ~~strikeout~~ and interlineation:

Section 6.03. For all billings after the effective date of the ~~Sixth~~ Seventh Amendment to this Agreement, the Base Service Fee shall be divided in its entirety among the parties as follows:

<b>Municipality</b>	<b>Billing Percentage</b>
Downingtown	19.26%
Caln	18.50%
East Caln	<del>8.81%</del> <u>8.14%</u>
Uwchlan	<del>27.79%</del> <u>28.46%</u>
West Whiteland	25.64%
<b>TOTAL</b>	<b>100.00%</b>

The Administrative Fee, Operating Fee and Pass Through Costs shall be divided among the parties other than the Authority in the proportion the sewage treated of each party bears to the total amount of sewage treated. Income attributable to the operation of the Center, including interest on

payments made by the parties for the Operating Fee and governmental grants applicable to operating costs, shall be applied to the Operating Fee and each party's payment therefor shall be proportionately reduced.

The Administrative Expenses of the Authority shall be divided among the parties other than the Authority equally so long as the Authority causes the Center to be operated by a third party. In the event the Authority operates the Center, they shall be divided as the parties mutually agree.

4. For purposes of applying Sections 6.04 of the Intermunicipal Agreement and the constituent Municipal Parties' respective percentages of contributions to the Capital Facilities Fund, the following table shall replace the table set forth in the Sixth Amendment, with substantive changes indicated by strikeout and interlineation:

<b>Municipality</b>	<b>Billing Percentage</b>
Downingtown	19.26%
Caln	18.50%
East Caln	<del>-8.81%</del> <u>8.14%</u>
Uwchlan	<del>27.79%</del> <u>28.46%</u>
West Whiteland	25.64%
<b>TOTAL</b>	<b>100.00%</b>

Except for replacement of the aforesaid table, the remainder of Section 6.04 of the Intermunicipal Agreement as amended by the Prior Amendments shall remain in full force and effect.

5. Each of the Municipal Parties hereby consents to the transfer of reserved capacity from East Caln to Uwchlan and Uwchlan Authority pursuant to the Transfer Agreement and each of them (other than Uwchlan and Uwchlan Authority) waives its right to purchase all or any part of such capacity pursuant to Section 6.15 of the Intermunicipal Agreement.

6. The transfer of sewage treatment capacity allocation and the amendments to the Intermunicipal Agreement set forth herein shall not become effective until DARA is advised in writing by East Caln, Uwchlan and Uwchlan Authority that all conditions precedent to the effectiveness of the transfer under the Transfer Agreement have been met and DARA acknowledges and confirms such satisfaction in writing to East Caln and Downingtown.

7. The parties hereto agree that if the proposed transfer of capacity from the East Caln to Uwchlan and Uwchlan Authority does not occur, this Amendment shall be null and void and of no force or effect, and the revised allocations set forth above and the revised Billing Percentages set forth above shall not be effective for any purpose.

8. Uwchlan shall reimburse DARA for its costs and expenses incurred in reviewing this Seventh Amendment and the sale of the Purchased Capacity under the Transfer Agreement, including the fees of DARA's solicitor in preparing the agreements and resolutions necessary to approve and implement the sale of the Purchased Capacity and this Seventh Amendment to reflect the revised allocation of capacity in the sanitary sewage treatment plant known as the Downingtown Regional Water Pollution Control Center.

9. This Seventh Amendment is binding upon the parties hereto and their respective successors and assigns.

10. This Seventh Amendment, together with the Intermunicipal Agreement and the Prior Amendments, constitutes the entire understanding among the parties hereto concerning the subject matter hereof.

11. This Seventh Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this Seventh Amendment may contain more than one counterpart of the signature page and this Seventh Amendment may be executed by affixing the signatures of each of the parties to one of the counterpart signature pages; all of those signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page. Transmission of a signed counterpart of this Seventh Amendment by a Party to the other(s) by electronic mail in PDF format or by facsimile shall have the same force and effect as delivery of a counterpart hereof bearing original ink signatures.

12. Except as specifically modified by this Seventh Amendment, the Intermunicipal Agreement, as modified and supplemented by the Prior Amendments, shall remain in full force and effect and all Parties confirm and ratify all of the provisions thereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the day and year first above written on the date of execution set forth below their signature.

**DOWNINGTOWN AREA REGIONAL  
AUTHORITY**

By: Robert J. Mays (Exec. Director)  
(Title)

**BOROUGH OF DOWNINGTOWN**

By: \_\_\_\_\_  
(Title)

**TOWNSHIP OF CALN**

By: \_\_\_\_\_  
(Title)

**TOWNSHIP OF EAST CALN**

By: Donald P. Ash CHAIR  
(Title)

**TOWNSHIP OF UWCHLAN**

By: John Oberon chair, BAS  
(Title)

**UWCHLAN TOWNSHIP MUNICIPAL  
AUTHORITY**

By: John King chair  
(Title)

**TOWNSHIP OF WEST WHITELAND**

By: \_\_\_\_\_  
(Title)



**AGREEMENT FOR THE SALE AND PURCHASE OF SANITARY  
SEWAGE TREATMENT CAPACITY BETWEEN  
TOWNSHIP OF EAST CALN,  
TOWNSHIP OF UWCHLAN  
AND  
UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY**

THIS AGREEMENT FOR THE SALE AND PURCHASE OF SANITARY SEWAGE CAPACITY (this "**Agreement**") is made and entered into on OCTOBER 15 2025 (the **Execution Date**) by and between **THE TOWNSHIP OF EAST CALN**, a Township of the Second Class of Chester County, Pennsylvania, and a body corporate and politic duly organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal municipal offices located at 110 Bell Tavern Road, Downingtown, PA 19335 ("**East Caln**"), the **TOWNSHIP OF UWCHLAN**, a Township of the Second Class of Chester County, Pennsylvania, and a body corporate and politic duly organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal municipal offices located at 715 North Ship Road, Exton, PA 19341 ("**Uwchlan**"), and the **UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY**, a municipal authority duly organized and existing under the laws of the Commonwealth, with its principal authority offices located at 715 North Ship Road, Exton, PA 19341 ("**Uwchlan Authority**"). Uwchlan and Uwchlan Authority will be referred to collectively hereinafter as the (the "**Uwchlan Parties**").

**BACKGROUND RECITALS**

A. East Caln and the Uwchlan Parties, together with the Downingtown Area Regional Authority ("**DARA**"), the Township of Caln, the Caln Township Municipal Authority, West Whiteland Township, and Downingtown Borough are parties to a certain Agreement dated December 27, 1985, as amended up through and including a certain "Sixth Amendment to the Intermunicipal Agreement of December 27, 1995" dated October 29, 2018 (as previously so amended, the "**DARA Agreement**"), for the purpose of setting forth the terms and conditions on which the parties would participate in the operation and financing of a sanitary sewage treatment plant known as the Downingtown Regional Water Pollution Control Center ("**Center**"), and pursuant to which each municipal party thereto (collectively the "**Municipal Parties**") is allocated a portion of the aggregate seven million five hundred thousand (7,500,000) gallons per day (gpd) of sewage treatment capacity in the Center.

B. Pursuant to Section 6.11 of the DARA Agreement, East Caln has the right to utilize one hundred (100%) percent of its allocation in the Center.

C. Based upon present sewerage usage, and reasonably anticipated and planned future sewerage usage, East Caln's sewerage needs are less than its allocation in the Center under the DARA Agreement.

D. The Uwchlan Parties, at present and in the reasonably anticipated future, have sewerage needs in excess of the Uwchlan Parties' present allocation of capacity in the Center under the DARA Agreement.

E. Consistent with the Uwchlan Parties' sewerage planning pursuant to the Pennsylvania

Sewage Facilities Act, 35 P.S. §750.1 et seq., the Uwchlan Parties have determined that they presently have anticipated additional sewerage needs of at least 50,000 gpd of treatment capacity in the Center.

F. East Caln desires to sell to the Uwchlan Parties, and the Uwchlan Parties desire to purchase from East Caln, a portion of East Caln's unused allocation of sewage treatment capacity in the Center, in the amount of 50,000 gpd of treatment capacity, subject to the terms and conditions set forth in this Agreement.

G. East Caln and the Uwchlan Parties understand that Hankin Group ("Hankin") desires to reserve 50,000 gpd of Uwchlan's treatment capacity in the Center to serve Hankin's projected needs for development of its land in Uwchlan.

H. East Caln has been advised by its Consulting Engineer and has determined that the sale of 50,000 gpd of its sewage treatment capacity allocation in the Center is consistent with present and reasonably anticipated future sewerage needs of East Caln.

I. East Caln and the Uwchlan Parties understand that DARA desires to modernize the Center in order to address aging infrastructure, replace outdated or non-functioning equipment, and increase treatment reliability. The project is also expected to allow for a re-rating of the facility that would increase and expand its capacity to meet projected wastewater flows ("DARA Modernization Project"), generally in accordance with the plan attached hereto as Exhibit "A" and made a part hereof.

J. It is in the public interest, in order to provide for the health and safety of the residents of the communities involved in this Agreement, that this Agreement be entered into.

**NOW, THEREFORE**, the parties hereto, each binding itself, its successors and assigns,

and each intending to be legally bound hereby, subject only to the satisfaction or waiver of the conditions precedent set forth herein, do mutually represent, covenant and agree as follows:

1. Sale and Purchase of Sewer Treatment Capacity. Under and subject to the terms and conditions hereof, and subject to the conditions precedent to the parties' respective obligations hereunder, East Caln hereby conveys, transfers and assigns to the Uwchlan Parties all of its right, title and interest in Fifty Thousand gallons per day (50,000 gpd) (average daily flow) of sewage treatment capacity in the Center (the "Purchased Capacity") from East Caln's allocation of treatment capacity in the Center under the DARA Agreement. East Caln and the Uwchlan Parties understand that simultaneously with the execution of this Agreement, Hankin is entering into an agreement with the Uwchlan Parties to reserve the Purchased Capacity (the "Uwchlan/Hankin Agreement"). The Purchased Capacity shall be deemed available for use by the Uwchlan Parties following the execution of this Agreement, the execution of the Uwchlan/Hankin Agreement, the written approval of DARA and the other parties to the DARA Agreement, and the approval of the Pennsylvania Department of Environmental Protection (hereinafter "DEP") as required by **Section 11**, whichever date is later.

2. Purchase Price and Payment Terms. As of October 15, 2024, the standard price for the Purchased Capacity pursuant to Section 6.15 of the DARA Agreement, as amended by the Fourth Amendment thereto dated May 18, 2006, and adjusted for simple interest as set forth therein, would be estimated at One Million Six Hundred and Ninety-Eight Thousand Dollars (\$1,698,000.00). In the interest of inter-municipal cooperation, the Purchase Price agreed to herein shall be **One Million Six Hundred Thousand Dollars (\$1,600,000.00)** (the "Purchase Price"). . The Purchase Price shall be paid to East Caln by Uwchlan, or by Hankin at Uwchlan's direction

and authority, once all of the following procedural prerequisites (“Procedural Prerequisites”) have occurred:

- A. Written approval is granted by DARA and the other Municipal Parties to the DARA Agreement;
- B. Execution of the Uwchlan/Hankin Agreement;
- C. All un-appealed DEP approvals needed by the Uwchlan Parties and Hankin for the use of the Purchased Capacity are issued and final; and
- D. Funding of the Purchase Price pursuant to the Uwchlan/Hankin Agreement.

Upon completion of these Procedural Prerequisites, the Purchase Price shall be immediately paid directly to East Caln (hereinafter the “**Effective Date**”). Upon receipt by East Caln of the Purchase Price, no further payment is required by the Uwchlan Parties to East Caln for the Purchased Capacity.

3. Apportionments. As of the Effective Date, any Base Service Fees, Administrative Fees, Operating Fees and Pass Through Costs, as defined respectively in the DARA Agreement, to the extent attributable to the Purchased Capacity, for the billing or fiscal period for or to which such charges relate, shall be apportioned between Uwchlan and East Caln on a per diem basis. The parties shall cooperate in calculating such apportionments and within thirty (30) days after the Effective Date, Uwchlan or East Caln (as the case may be) shall reimburse the other for its share of any proportional charges attributable to the period of time before (in the case of East Caln) or after (in the case of Uwchlan) the Effective Date. Commencing as of the Effective Date, any Base Service Fees, Administrative Fees, Operating Fees and Pass Through Cost attributable to and computed with respect to the Purchased Capacity and attributable to periods to time accruing from and after the Effective Date shall be paid solely by Uwchlan.

4. Contribution to Capital Facilities Fund. After the Effective Date, any contributions required to be made to the Capital Facilities Fund pursuant to DARA Agreement in respect of the Purchase Capacity shall be paid solely by Uwchlan.

5. Cooperation in DARA Modernization Project. The Uwchlan Parties and East Caln agree that they will cooperate in the DARA Modernization Project and associated Capacity Expansion, with two caveats and exceptions: 1) the Uwchlan Parties and East Caln continue to retain full power and authority as a Municipal Party under the DARA Agreement to participate, question, and vote under the DARA Agreement in a manner consistent with their respective rights and duties to their taxpayers and in exercising proper fiscal oversight of the DARA Modernization Project; and 2) East Caln also continues to fully reserve all objections and potential exercise of its contractual rights and powers under the DARA Agreement, including but not limited to power to vote against the DARA Modernization Project as to Capacity Expansion<sup>1</sup> until such time as the Purchase Price is paid in full to East Caln; if the Procedural Prerequisites are not pursued in good faith by the Uwchlan Parties and Hankin; or if the Procedural Prerequisites cannot be completed and finalized for any reason.

6. Default. In addition to any other remedy East Caln may have at law or in equity, in the event Hankin fails to make a payment to East Caln as indicated in Section 2 or Section 3 when due, East Caln shall have the right, if such default is not cured within thirty (30) days written notice to the Uwchlan Parties and DARA, to terminate this Agreement and thereafter the Uwchlan Parties shall have no further right to use the Purchased Capacity.

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<sup>1</sup> The DARA Agreement at Section 9.04 provides: "The Authority shall not, without the unanimous consent of the parties hereto, undertake any expansion of the Center, or treat the sewage of any entity other than one of the parties hereto or sold by one of the parties hereto pursuant to the provisions hereof."

7. DARA Agreement. As parties to the DARA Agreement the Uwchlan Parties and East Caln rely upon their own knowledge, understanding and interpretation of the terms of the DARA Agreement, and not the knowledge, understanding, interpretation and representations of the other regarding their obligations under the DARA Agreement, in entering into this Agreement. The Uwchlan Parties and East Caln acknowledge that the approval of DARA, as well as the consent and/or waivers of rights of first refusal of the other parties to the DARA Agreement, is required in accordance with Section 6.15 of the DARA Agreement.

8. Representations of East Caln. East Caln represents to the Uwchlan Parties that:

(a) Except for the DARA Agreement, East Caln is not a party to any contract for the purchase of, payment for supplies, equipment or for services, or any other contract or obligation related to the Purchased Capacity.

(b) The Purchased Capacity is reserved to and for the exclusive benefit of East Caln under the DARA Agreement, and subject to Section 6.15 of the DARA Agreement, East Caln has the right, power and authority to sell and transfer the Purchased Capacity to the Uwchlan Parties and no other consent or approval (other than as specified in this Agreement) is required as a condition thereof.

(c) East Caln does not know of any condition or development which would affect its determination that it will have adequate capacity after the sale of the Purchased Capacity.

(d) East Caln has the corporate power and authority to convey the Purchased Capacity, enter into and perform all of its obligations under this Agreement and has taken all actions necessary to properly authorize entering into this Agreement and to make it a binding and enforceable obligation of East Caln. The execution, delivery and performance of this Agreement by East Caln has been duly authorized by all necessary municipal and statutory proceedings, and

the parties signing this Agreement as representatives and officials of East Caln are duly authorized to execute, deliver and bind East Caln to this Agreement.

9. Representations of the Uwchlan Parties. The Uwchlan Parties represent to East Caln that:

(a) Except for the DARA Agreement and the aforementioned Uwchlan/Hankin Agreement, the Uwchlan Parties are not party to any contract for the purchase of payment for supplies, equipment or for services, or any other contract or obligation related to the Purchased Capacity.

(b) The Uwchlan Parties have the corporate power and authority to acquire the Purchased Capacity, enter into and perform all of its obligations under this Agreement and has taken all actions necessary to properly authorize entering into this Agreement and to make it a binding and enforceable obligation of the Uwchlan Parties. The execution, delivery and performance of this Agreement by the Uwchlan Parties has been duly authorized by all necessary municipal and statutory proceedings, and the parties signing this Agreement as representatives and officials of Uwchlan are duly authorized to execute, deliver and bind the Uwchlan Parties to this Agreement.

10. Obligations under DARA Agreement. Nothing set forth in this Agreement shall affect or supersede any obligation, duty or right of the Uwchlan Parties or East Caln under the DARA Agreement (except for adjustments in financial obligations on account of the transfer of the Purchased Capacity).

11. Conditions Precedent. This Agreement is subject to the satisfaction or (if allowed by law) waiver of the following conditions precedent. The obligations of the parties under this Agreement shall extend for a reasonable period of time as may be needed to obtain the satisfaction

or waiver of each of the following conditions, but if such conditions are not satisfied or waived on or before January 30, 2027, either party may terminate this Agreement by written notice to the other without any further liability on the part of either party hereto to the other party; provided, however, that so long as Uwchlan and/or Uwchlan Authority (and East Caln and Hankin, if necessary) submits to DEP a timely plan revision to its official sewage plan for use of the Purchased Capacity in order to satisfy the condition of subsection (c) below, and DEP has failed to approve the plan revision by January 30, 2027, this Agreement shall be further extended for a reasonable period of time as may be needed to obtain said approval.

(a) DARA's approval of the sale of this Purchased Capacity as required by Section 6.15 of the DARA Agreement. Any conditions imposed by DARA on such approval must be acceptable to the Uwchlan Parties and East Caln, but neither will unreasonably withhold or condition is approval of such conditions. The Uwchlan Parties shall reimburse DARA for its costs and expenses incurred in reviewing this Agreement and the sale of the Purchased Capacity, including the fees of DARA's solicitor in preparing the agreements and resolutions necessary to approve and implement the sale of the Purchased Capacity and amendment of the DARA Agreement to reflect the revised allocation of capacity in the Center; East Caln shall have no obligation to share in such costs. Both parties agree to use their best efforts in obtaining DARA's approval of this Agreement and to cooperate with DARA and one-another in connection therewith. Both parties acknowledge that DARA's approval of this Agreement does not constitute a waiver by DARA of its right to challenge any subsequent sale of capacity by any of the parties to this Agreement or any other municipality which is a member of DARA. Likewise, the failure of the parties to the DARA Agreement to challenge this transfer does not constitute a waiver by such

municipalities and Authorities of their right in the future to challenge or object to any other sale of capacity in the Center.

(b) The consent of all other parties to the DARA Agreement to waive any right of first refusal, right of first offer or similar right that any of them has or may have under Section 6.15 of the DARA Agreement, or otherwise, to acquire all or any portion of the purchased capacity.

The Uwchlan Parties and East Caln will exert their best efforts to obtain such waiver and consent under subsection (a) and (b) above, including to prepare for review and execution a Seventh Amendment to the Intermunicipal Agreement of December 27, 1985, by which DARA and the other Municipal Parties consent to the transfer of the Purchased Capacity.

(c) Execution of the Uwchlan/Hankin Agreement.

(d) The DEP has authorized the use of the Purchased Capacity by the Uwchlan Parties and Hankin in a form satisfactory to the Uwchlan Parties, and such authorization is unappealed and final. Both parties agree to use their best efforts to obtain DEP's authorization for use of the Purchased Capacity by the Uwchlan Parties.

(e) The Purchased Capacity is available for use by the Uwchlan Parties and Hankin.

(f) East Caln has provided an opinion of counsel regarding the issues and matters set forth in Section 8 above in a form satisfactory to the Uwchlan Parties.

(g) The Uwchlan parties have provided an opinion of counsel regarding the issues and matters set forth in Section 9 above in a form satisfactory to East Caln.

12. Indemnification by East Caln. East Caln shall indemnify and hold harmless the Uwchlan Parties and their officers, employees and agents from and against all damages and costs resulting from any misrepresentation or breach of warranty by East Caln, and from and against

any and all claims, actions, judgments, fines or costs, including attorney's fees, related to the title to the Purchased Capacity or use of the Purchased Capacity, if any, by East Caln prior to the Effective Date; provided that East Caln will not indemnify nor hold the Uwchlan Parties and their officers, employees and agents harmless from and against all damages, costs, expenses and fees related to any claim made by a third party challenging the authority of East Caln to sell or transfer Purchased Capacity to Uwchlan, challenging the Uwchlan Parties' purchase of such Purchased Capacity according to the terms of this Agreement or otherwise objecting to or challenging this transaction. It is the intention of the parties to share equally (i.e. ½ to the Uwchlan Parties and ½ to East Caln) in the cost, expenses and fees required of any defense to such challenge including the cost, expenses and fees of any litigation initiated by any party including parties to the DARA Agreement. In the event of such litigation, the parties agree to proceed with the implementation of this Agreement according to its terms unless otherwise ordered by a court of competent jurisdiction. Further, it is the intention of the Uwchlan Parties and East Caln, and the parties agree, to share equally in any judgment rendered against one or the other, or both, as a result of such litigation, but to the extent the Uwchlan Parties are ordered to refrain from using any part or all of the Purchased Capacity; East Caln agrees to reimburse the Uwchlan Parties for the amounts paid for such Purchased Capacity, minus a reasonable amount representing the Uwchlan Parties use of the Purchased Capacity up to the day of the Court's order.

13. Indemnification by the Uwchlan Parties. The Uwchlan Parties agree to indemnify and hold harmless East Caln and its officers, employees and agents from any claims, actions, judgments, fines or costs, including reasonable attorney's fees, related to the Purchased Capacity or its use which arise or originate after the Effective Date, and are not caused by activities of East Caln that occurred or originated prior to the Effective Date; provided that the Uwchlan Parties will

not indemnify nor hold East Caln harmless from and against all damages, costs, expenses and fees related to any claim made by a third party challenging the authority of East Caln to sell or transfer the Purchased Capacity to the Uwchlan Parties, challenging the Uwchlan Parties' purchase of such Purchased Capacity according to the terms of this Agreement or otherwise objecting to or challenging this transaction.

14. Governing Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

15. Assignment. This Agreement shall not be assignable by any party to this Agreement except upon the written consent of all parties hereto and DARA.

16. Entire Agreement. This Agreement (together with the DARA Agreement) represents and embodies the entire agreement and understanding between the parties hereto, and there are no representations, warranties or agreements, express or implied, except as specifically set forth hereinabove. Any changes or amendments hereto must be in writing executed by all parties hereto and subject to the consent of DARA if required by the DARA Agreement.

17. Cooperation and Further Assurances. The parties hereto agree to cooperate with one another to the fullest extent to obtain the consent of DARA, the other parties to the DARA Agreement and the authorization of DEP as required herein, and to execute any and all additional papers and documents necessary to effectuate the terms of this Agreement.

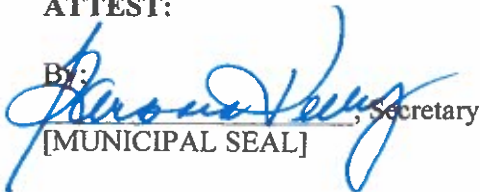
18. Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. Transmission of a signed counterpart of this Agreement by a party to the other(s) by electronic mail in PDF format or by facsimile shall have the same force and effect as delivery of a counterpart hereof bearing original ink signatures.

19. Waivers. The waiver of any term, condition, clause or provision of this Agreement shall in no way be deemed or considered a waiver of any other term, condition, clause or provision of this Agreement.

20. Authority of Signatories. By signing this Agreement, the individual signatories acknowledge that they have been duly authorized by the respective governing bodies of the parties hereto to execute this Agreement and that this Agreement will not be invalidated at a latter time because such signatory lacked such authority.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated on the annexed acknowledgements for the parties hereto.

ATTEST:

By:  Secretary  
[MUNICIPAL SEAL]

TOWNSHIP OF EAST CALN

 Chairman  
Board of Supervisors

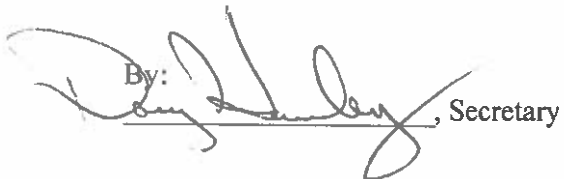
ATTEST:

By:  Secretary  
[MUNICIPAL SEAL]

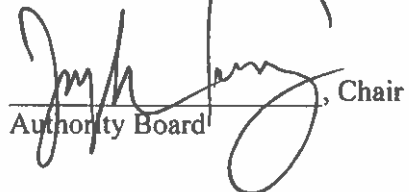
TOWNSHIP OF UWCHLAN

 Chair  
Board of Supervisors

ATTEST:

By:  Secretary

UWCHLAN TOWNSHIP  
MUNICIPAL AUTHORITY

 Chair  
Authority Board



**AGREEMENT FOR THE SALE AND PURCHASE OF SANITARY  
SEWAGE TREATMENT CAPACITY BETWEEN  
TOWNSHIP OF UWCHLAN,  
UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY  
AND  
HANKIN GROUP**

THIS AGREEMENT FOR THE SALE AND PURCHASE OF SANITARY SEWAGE CAPACITY (this “**Agreement**”) is made and entered into on October 15, 2025 (the **Execution Date**) by and between the **TOWNSHIP OF UWCHLAN**, a Township of the Second Class of Chester County, Pennsylvania, and a body corporate and politic duly organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal municipal offices located at 715 North Ship Road, Exton, PA 19341 (“**Uwchlan**”) and the **HANKIN GROUP** (“Hankin”), a Pennsylvania corporation with a business address of 707 Eagleview Blvd., Exton, PA 19341, and the **UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY**, a municipal authority duly organized and existing under the laws of the Commonwealth, with its principal authority offices located at 715 North Ship Road, Exton, PA 19341 (“**Uwchlan Authority**”). Uwchlan and Uwchlan Authority will be referred to collectively hereinafter as the (the “**Uwchlan Parties**”).

**BACKGROUND RECITALS**

A. The Uwchlan Parties, together with the Downingtown Area Regional Authority (“**DARA**”), the Township of East Caln (“East Caln”), the Township of Caln, the Caln Township Municipal Authority, West Whiteland Township, and Downingtown Borough are parties to a certain Agreement dated December 27, 1985, as amended up through and including a certain

“Sixth Amendment to the Intermunicipal Agreement of December 27, 1995” dated October 29, 2018 (as previously so amended, the “**DARA Agreement**”), for the purpose of setting forth the terms and conditions on which the parties would participate in the operation and financing of a sanitary sewage treatment plant known as the Downingtown Regional Water Pollution Control Center (“**Center**”), and pursuant to which each municipal party thereto (collectively the “**Municipal Parties**”) is allocated a portion of the aggregate seven million five hundred thousand (7,500,000) gallons per day (gpd) of sewage treatment capacity in the Center.

B. The Uwchlan Parties and Hankin understand that East Caln desires to sell to the Uwchlan Parties, and the Uwchlan Parties desire to purchase from East Caln, a portion of East Caln’s unused allocation of sewage treatment capacity in the Center, in the amount of 50,000 gpd of treatment capacity, subject to the terms and conditions set forth in this Agreement and in the East Caln/Uwchlan Agreement (as defined hereinbelow).

C. Hankin desires to reserve 50,000 gpd of the Uwchlan Parties’ treatment capacity in the Center to serve Hankin’s projected needs for development of its land in Uwchlan.

D. DARA desires to modernize the Center in order to address aging infrastructure, replace outdated or non-functioning equipment, and increase treatment reliability. The project is also expected to allow for a re-rating of the facility that would increase and expand its capacity to meet projected wastewater flows (“**DARA Modernization Project**”), generally in accordance with the plan attached hereto as Exhibit “A” and made a part hereof.

E. A Hankin affiliated entity owns a parcel of land abutting the DARA Property a portion of which is located in East Caln Township, Chester County, Pennsylvania (“**Hankin Property**”).

F. The Hankin affiliated entity desires to subdivide the Hankin Property and sell approximately 3.42 acres of the Hankin Property as identified on Exhibit “A” (“**Sewer Parcel**”).

to DARA and DARA desires to purchase the Sewer Parcel and consolidate it with the DARA Property for utilization as part of the DARA Modernization Project.

G. It is in the public interest, in order to provide for the health and safety of the residents of the communities involved in this Agreement, that this Agreement be entered into.

**NOW, THEREFORE**, the parties hereto, each binding itself, its successors and assigns, and each intending to be legally bound hereby, subject only to the satisfaction or waiver of the conditions precedent set forth herein, do mutually represent, covenant and agree as follows:

1. Sale and Purchase of Sewer Treatment Capacity. Under and subject to the terms and conditions hereof, and subject to the conditions precedent to the parties' respective obligations hereunder, Hankin reserves Fifty Thousand gallons per day (50,000 gpd) (average daily flow) of the Uwchlan Parties' sewage treatment capacity in the Center (the "**Purchased Capacity**"). The Uwchlan Parties acknowledge that Hankin will not be able to convey sewage flows representing the reserved Purchased Capacity to the Center until such time as the Eagleview Wastewater Treatment Plant has been decommissioned and connection has been made to a collection and conveyance system which allows for sewage flows from Hankin's land in Uwchlan to be conveyed to the Center. The Uwchlan Parties and Hankin understand that simultaneously with the execution of this Agreement the Uwchlan Parties are entering into an agreement with East Caln in which East Caln agrees to convey, transfer and assign to the Uwchlan Parties all of its right, title and interest in the Purchased Capacity from East Caln's allocation of treatment capacity in the Center (the "**East Caln/Uwchlan Agreement**"). The Purchased Capacity shall be deemed available for use by Hankin following the execution of this Agreement, the execution of an agreement of the "East Caln/Uwchlan Agreement", the written approval of DARA and the other parties to the

DARA Agreement, and the approval of the Pennsylvania Department of Environmental Protection (hereinafter “**DEP**”) as required by **Section 8**.

2. Purchase Price and Payment Terms. The Purchase Price agreed to herein shall be **One Million Six Hundred Thousand Dollars (\$1,600,000.00)** (the “**Purchase Price**”). The Purchase Price shall be paid by Hankin to East Caln once all of the following procedural prerequisites (“Procedural Prerequisites”) have occurred:

- A. Written approval is granted by DARA and the other Municipal Parties to the DARA Agreement;
- B. Execution of the East Caln/Uwchlan Agreement;
- C. All un-appealed DEP approvals needed by the Uwchlan Parties and Hankin for the use of the Purchased Capacity are issued and final;
- D. Approval is granted by East Caln Township to Hankin subdivide the Sewer Parcel from the Hankin Property; and
- E. Hankin and DARA complete conveyance of the Sewer Parcel from Hankin to DARA.

Upon completion of these Procedural Prerequisites, the Purchase Price shall be immediately paid directly by Hankin to East Caln (hereinafter the “**Effective Date**”). Upon completion of these Procedural Prerequisites, no further payment is required by the Uwchlan Parties to East Caln for the Purchased Capacity.

3. Cooperation in DARA Modernization Project. The Uwchlan Parties and Hankin agree that they will cooperate in the DARA Modernization Project and associated Capacity Expansion, provided that the Uwchlan Parties continue to retain full power and authority as parties under the DARA Agreement to participate, question, and vote under the DARA Agreement in a

manner consistent with their respective rights and duties to their taxpayers and in exercising proper fiscal oversight of the DARA Modernization Project.

4. Default. In addition to any other remedy the Uwchlan Parties may have at law or in equity, in the event Hankin fails to make a payment to East Caln under Section 2 or Section 3 when due, the Uwchlan Parties shall have the right, if such default is not cured within thirty (30) days written notice to Hankin, to terminate this Agreement and thereafter Hankin shall have no further right to use the Purchased Capacity.

5. Representations of the Uwchlan Parties. The Uwchlan Parties represent to Hankin that:

(a) Except for the DARA Agreement and the aforementioned East Caln/Uwchlan Agreement, the Uwchlan Parties are not party to any contract for the purchase of, payment for supplies, equipment or for services, or any other contract or obligation related to the Purchased Capacity.

(b) Following the execution and effectiveness of the East Caln/Uwchlan Agreement and subject to Section 6.15 of the DARA Agreement, the Purchased Capacity will be reserved to and for the exclusive benefit of the Uwchlan Parties under the DARA Agreement, and the Uwchlan Parties will have the right, power and authority to reserve the Purchased Capacity for Hankin and no other consent or approval (other than as specified in this Agreement) is required as a condition thereof.

(c) The Uwchlan Parties do not know of any condition or development which would affect its determination that it will have adequate capacity after the sale of the Purchased Capacity.

(d) The Uwchlan Parties have the corporate power and authority to reserve the Purchased Capacity, enter into and perform all of its obligations under this Agreement and have taken all actions necessary to properly authorize entering into this Agreement and to make it a binding and enforceable obligation of the Uwchlan Parties. The execution, delivery and performance of this Agreement by the Uwchlan Parties has been duly authorized by all necessary municipal and statutory proceedings, and the parties signing this Agreement as representatives and officials of the Uwchlan Parties are duly authorized to execute, deliver and bind East Caln to this Agreement.

6. Representations of Hankin. Hankin represents to the Uwchlan Parties that:

(a) Hankin is not a party to any contract for the purchase of payment for supplies, equipment or for services, or any other contract or obligation related to the Purchased Capacity.

(b) Hankin has the corporate power and authority to acquire the Purchased Capacity, enter into and perform all of its obligations under this Agreement and has taken all actions necessary to properly authorize entering into this Agreement and to make it a binding and enforceable obligation of Hankin. The execution, delivery and performance of this Agreement by Hankin has been duly authorized by all necessary corporate and statutory proceedings, and the parties signing this Agreement as representatives and officials of Hankin are duly authorized to execute, deliver and bind Hankin to this Agreement.

7. Obligations under DARA Agreement. Nothing set forth in this Agreement shall affect or supersede any obligation, duty or right of the Uwchlan Parties under the DARA Agreement.

8. Conditions Precedent. This Agreement is subject to the satisfaction or (if allowed by law) waiver of the following conditions precedent. The obligations of the parties under this Agreement shall extend for a reasonable period of time as may be needed to obtain the satisfaction or waiver of each of the following conditions, but if such conditions are not satisfied or waived on or before January 30, 2027, either party may terminate this Agreement by written notice to the other without any further liability on the part of either party hereto to the other party; provided, however, that so long as Uwchlan and/or Uwchlan Authority (and East Caln and Hankin, if necessary) submits to DEP a plan revision to its official sewage plan for use of the Purchased Capacity on or before January 30, 2026 in order to satisfy the condition of subsection (c) below, and DEP has failed to approve the plan revision by January 30, 2027, this Agreement shall be further extended for a reasonable period of time as may be needed to obtain said approval.

(a) DARA's approval of the sale of this Purchased Capacity as required by Section 6.15 of the DARA Agreement. Any conditions imposed by DARA on such approval must be acceptable to the Uwchlan Parties, but it will not unreasonably withhold or condition its approval of such conditions. Both parties acknowledge that DARA's approval of this Agreement does not constitute a waiver by DARA of its right to challenge any subsequent sale of capacity by any of the parties to this Agreement or any other municipality which is a member of DARA. Likewise, the failure of the parties to the DARA Agreement to challenge this transfer does not constitute a waiver by such municipalities and Authorities of their right in the future to challenge or object to any other sale of capacity in the Center.

(b) The consent of all other parties to the DARA Agreement to waive any right of first refusal, right of first offer or similar right that any of them has or may have under Section

6.15 of the DARA Agreement, or otherwise, to acquire all or any portion of the purchased capacity.

(c) Execution of the East Caln/Uwchlan Agreement.

(d) The DEP has authorized the use of the Purchased Capacity by the Uwchlan Parties and Hankin in a form satisfactory to the Uwchlan Parties and Hankin, and such authorization is un-appealed and final. The parties hereto agree to use their best efforts to obtain DEP's authorization for use of the Purchased Capacity by the Uwchlan Parties.

(e) The Purchased Capacity is available for use by the Uwchlan Parties and Hankin.

(f) Approval is granted by East Caln Township to Hankin subdivide the Sewer Parcel from the Hankin Property.

(g) Hankin and DARA complete conveyance of the Sewer Parcel from Hankin to DARA.

(h) The Uwchlan Parties have provided an opinion of counsel regarding the issues and matters set forth in Section 5 above in a form satisfactory to Hankin.

(i) Hankin has provided an opinion of counsel regarding the issues and matters set forth in Section 6 above in a form satisfactory to the Uwchlan Parties.

9. Indemnification by the Uwchlan Parties. The Uwchlan Parties shall indemnify and hold harmless Hankin and its officers, employees and agents from and against all damages and costs resulting from any misrepresentation or breach of warranty by the Uwchlan Parties, and from and against any and all claims, actions, judgments, fines or costs, including attorney's fees, related to the title to the Purchased Capacity or use of the Purchased Capacity, if any, by Hankin prior to the Effective Date; provided that the Uwchlan Parties will not indemnify nor hold Hankin and its officers, employees and agents harmless from and against all damages, costs, expenses and fees

related to any claim made by a third party challenging the authority of the Uwchlan Parties to purchase or transfer Purchased Capacity, challenging the purchase of such Purchased Capacity according to the terms of this Agreement or otherwise objecting to or challenging this transaction. It is the intention of the parties to share equally (i.e. ½ to the Uwchlan Parties and ½ to Hankin) in the cost, expenses and fees required of any defense to such challenge including the cost, expenses and fees of any litigation initiated by any party including parties to the DARA Agreement. In the event of such litigation, the parties agree to proceed with the implementation of this Agreement according to its terms unless otherwise ordered by a court of competent jurisdiction. Further, it is the intention of the Uwchlan Parties and Hankin, and the parties agree, to share equally in any judgment rendered against one or the other, or both, as a result of such litigation, but to the extent Hankin is ordered to refrain from using any part or all of the Purchased Capacity; the Uwchlan Parties agree to reimburse Hankin for the amounts paid for such Purchased Capacity, minus a reasonable amount representing Hankin's use of the Purchased Capacity up to the day of the Court's order.

10. Indemnification by Hankin. Hankin agrees to indemnify and hold harmless the Uwchlan Parties and their officers, employees and agents from any claims, actions, judgments, fines or costs, including reasonable attorney's fees, related to the Purchased Capacity or its use which arise or originate after the Effective Date, and are not caused by activities of the Uwchlan Parties that occurred or originated prior to the Effective Date; provided that Hankin will not indemnify nor hold the Uwchlan Parties harmless from and against all damages, costs, expenses and fees related to any claim made by a third party challenging the authority of the Uwchlan Parties to sell or transfer the Purchased Capacity to Hankin, challenging Hankin's purchase of such

Purchased Capacity according to the terms of this Agreement or otherwise objecting to or challenging this transaction.

11. Governing Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

12. Assignment. This Agreement shall not be assignable by any party to this Agreement except upon the written consent of all parties hereto and DARA.

13. Entire Agreement. This Agreement (together with the DARA Agreement and the East Caln/Uwchlan Agreement) represents and embodies the entire agreement and understanding between the parties hereto, and there are no representations, warranties or agreements, express or implied, except as specifically set forth hereinabove. Any changes or amendments hereto must be in writing executed by all parties hereto.

14. Cooperation and Further Assurances. The parties hereto agree to cooperate with one another to the fullest extent to obtain the consent of DARA, the other parties to the DARA Agreement and the authorization of DEP as required herein, and to execute any and all additional papers and documents necessary to effectuate the terms of this Agreement.

15. Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. Transmission of a signed counterpart of this Agreement by a party to the other(s) by electronic mail in PDF format or by facsimile shall have the same force and effect as delivery of a counterpart hereof bearing original ink signatures.

16. Waivers. The waiver of any term, condition, clause or provision of this Agreement shall in no way be deemed or considered a waiver of any other term, condition, clause or provision of this Agreement.

17. Authority of Signatories. By signing this Agreement, the individual signatories acknowledge that they have been duly authorized by the respective governing bodies of the parties hereto to execute this Agreement and that this Agreement will not be invalidated at a latter time because such signatory lacked such authority.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated on the annexed acknowledgements for the parties hereto.

ATTEST:

By: Katie Churchill, Secretary  
[MUNICIPAL SEAL]

ATTEST:

By: Katie Churchill, Secretary

ATTEST:

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

**TOWNSHIP OF UWCHLAN**

Jan Oberer, Chair  
Board of Supervisors

**UWCHLAN TOWNSHIP  
MUNICIPAL AUTHORITY**

[Signature], Chair  
Authority Board

**HANKIN GROUP**  
a Pennsylvania limited partnership  
By: **THE HANKIN GROUP, INC.**,  
a Pennsylvania corporation, its general  
partner

By: \_\_\_\_\_  
Robert S. Hankin, President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated on the annexed acknowledgements for the parties hereto.

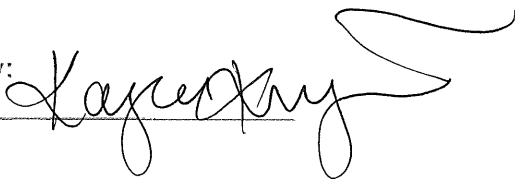
**ATTEST:**

By: \_\_\_\_\_, Secretary  
[MUNICIPAL SEAL]

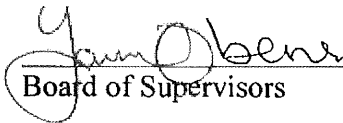
**ATTEST:**

By: \_\_\_\_\_, Secretary

**ATTEST:**

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


**TOWNSHIP OF UWCHLAN**

 \_\_\_\_\_, Chair  
Board of Supervisors

**UWCHLAN TOWNSHIP  
MUNICIPAL AUTHORITY**

\_\_\_\_\_, Chair  
Authority Board

**HANKIN GROUP**  
a Pennsylvania limited partnership  
By: **THE HANKIN GROUP, INC.**,  
a Pennsylvania corporation, its general  
partner

By:  \_\_\_\_\_  
Robert S. Hankin, President

**FIRST AMENDMENT TO  
AGREEMENT FOR THE SALE AND PURCHASE OF SANITARY  
SEWAGE TREATMENT CAPACITY BETWEEN  
TOWNSHIP OF UWCHLAN,  
UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY  
AND  
HANKIN GROUP**

THIS 20th day of January, 2026, the **TOWNSHIP OF UWCHLAN**, a Township of the Second Class of Chester County, Pennsylvania, and a body corporate and politic duly organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal municipal offices located at 715 North Ship Road, Exton, PA 19341 (“**Uwchlan**”), the **HANKIN GROUP** (“**Hankin**”), a Pennsylvania corporation with a business address of 707 Eagleview Blvd., Exton, PA 19341, and the **UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY**, a municipal authority duly organized and existing under the laws of the Commonwealth, with its principal authority offices located at 715 North Ship Road, Exton, PA 19341 (“Uwchlan Authority”) (Uwchlan and Uwchlan Authority will be referred to collectively hereinafter as the “**Uwchlan Parties**”) intending to be legally bound, and for good and valid consideration paid and received, hereby agree to amend the AGREEMENT FOR THE SALE AND PURCHASE OF SANITARY SEWAGE CAPACITY (“Agreement”) entered into by and between Hankin and the Uwchlan Parties and dated October 15, 2025, as follows:

1. The introductory statement in Paragraph 8 of the Agreement is hereby amended to read as follows:

8. Conditions Precedent. This Agreement is subject to the satisfaction or (if allowed by law) waiver of the following conditions precedent. The obligations of the parties under this

Agreement shall extend for a reasonable period of time as may be needed to obtain the satisfaction or waiver of each of the following conditions, but if such conditions are not satisfied or waived on or before January 30, 2027, either party may terminate this Agreement by written notice to the other without any further liability on the part of either party hereto to the other party; provided, however, that so long as Uwchlan and/or Uwchlan Authority (and East Caln and Hankin, if necessary) submits to DEP a plan revision to its official sewage plan for use of the Purchased Capacity on or before **June 30, 2026** in order to satisfy the condition of subsection (c) below, and DEP has failed to approve the plan revision by January 30, 2027, this Agreement shall be further extended for a reasonable period of time as may be needed to obtain said approval.

2. Subparagraphs (a) through (i) of Paragraph 8 of the Agreement remain unchanged and in effect.
3. All other terms and conditions of the Agreement remain unchanged and in effect.
4. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. Transmission of a signed counterpart of this Agreement by a party to the other(s) by electronic mail in PDF format or by facsimile shall have the same force and effect as delivery of a counterpart hereof bearing original ink signatures.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement the day and year indicated on the annexed acknowledgements for the parties hereto.

**ATTEST:**

By: Katie Churdwell, Secretary  
[MUNICIPAL SEAL]

**ATTEST:**

By: [Signature], Secretary

**ATTEST:**

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

**TOWNSHIP OF UWCHLAN**

[Signature], Chair  
Board of Supervisors

**UWCHLAN TOWNSHIP  
MUNICIPAL AUTHORITY**

[Signature], Chair  
Authority Board

**HANKIN GROUP**

a Pennsylvania limited partnership  
By: **THE HANKIN GROUP, INC.**,  
a Pennsylvania corporation, its general  
partner

\_\_\_\_\_  
Robert S. Hankin, President

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement the day and year indicated on the annexed acknowledgements for the parties hereto.

**ATTEST:**

**TOWNSHIP OF UWCHLAN**

By: \_\_\_\_\_, Secretary  
[MUNICIPAL SEAL]

\_\_\_\_\_, Chair  
Board of Supervisors

**ATTEST:**

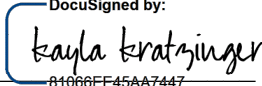
**UWCHLAN TOWNSHIP  
MUNICIPAL AUTHORITY**


By: \_\_\_\_\_, Secretary

\_\_\_\_\_, Chair  
Authority Board

**ATTEST:**

**HANKIN GROUP  
a Pennsylvania limited partnership  
By: THE HANKIN GROUP, INC.,  
a Pennsylvania corporation, its general  
partner**

By:   
01066EE45AA7447...

  
B00655BC74784C9...  
Robert S. Hankin, President

AGREEMENT

AGREEMENT, made this 27<sup>th</sup> day of November, 1985,  
by and between the DOWNINGTOWN AREA REGIONAL AUTHORITY (the  
"Authority"), the BOROUGH OF DOWNINGTOWN ("Downingtwn") the  
TOWNSHIP OF CALN, and the CALN TOWNSHIP, CHESTER COUNTY, MUNICI-  
PAL AUTHORITY (collectively "Caln"), the TOWNSHIP OF EAST CALN  
and the EAST CALN TOWNSHIP, CHESTER COUNTY, MUNICIPAL AUTHORITY  
(collectively "East Caln"), the TOWNSHIP OF UWCHLAN and the  
UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY (collectively "Uwchlan"),  
the TOWNSHIP OF WEST WHITELAND and the WEST WHITELAND MUNICIPAL  
AUTHORITY (collectively "West Whiteland").

RECITALS

WHEREAS, Downingtwn, in accordance with certain  
agreements with Caln, East Caln, Uwchlan, and West Whiteland, has  
hitherto constructed and operated the Downingtwn Regional Water  
Pollution Control Center (the "Center");

WHEREAS, under those agreements certain charges were to  
be made against parties thereto and payments made to other parties  
thereto to apportion equitably the costs of the construction of  
the Center taking into account the fact that certain components  
thereof were constructed so as to be suitable for an expansion of  
the Center (the "Adjustments");

WHEREAS, the parties hereto have determined to upgrade  
the capability of the Center to treat sewage and expand its  
capacity to seven million gallons per day (the "Project") with  
East Caln participating only in the upgrading thereof;

WHEREAS, the parties have authorized and paid for the design of the Project by an engineer engaged by Downingtown;

WHEREAS, Downingtown, with the consent of the other parties hereto, has determined to convey the Center to the Authority; and

WHEREAS, the Authority has determined to carry out the Project by entering into a certain Wastewater Service Agreement with Parsons Downingtown Associates ("Parsons") and The Parsons Corporation ("TPC"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Authority has further determined to engage Parsons and TPC to operate and maintain the Center on the terms and conditions set forth in Exhibit "A" hereto.

#### AGREEMENT

NOW THEREFORE, in consideration of the mutual promises herein and for one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, and in writing, intending to be legally bound hereby, the parties agree as follows:

#### ARTICLE I

#### DEFINITIONS

Section 1.01. Administrative Expenses of the Authority shall mean expenses of every sort incurred by the Authority in the administration of the Center and shall include, without limitation, fees for consulting, legal, engineering, and auditing services.

Section 1.02. Administrative Fee shall mean the Administrative Fee as defined in the Service Agreement.

Section 1.03. Base Service fee shall mean the Base Service Fee as defined in the Service Agreement.

Section 1.04. Center shall mean the sewage treatment facility presently operated by Downingtown including, without limitation, land, buildings, structures, and equipment but excluding any interceptor or Collection System.

Section 1.05. Collection System of any party shall mean its entire sewer system except that part which contributes no flow to nor has any effect on the Center.

Section 1.06. Excessive Infiltration shall mean any twelve (12) consecutive week average daily gallonage, expressed as GPD, of sewage and wastewater received by the Center from any party hereto in excess of 135% of that party's average lowest daily flows of sewage and wastewater to the Center for any twelve (12) consecutive week period in the preceeding calendar year adjusted, as determined by the Authority's engineer, for new connections and unusual weather conditions.

Section 1.07. Excessive Inflow shall mean a daily gallonage of sewage and wastewater received by the Center from any party hereto in excess of 150% of that party's daily average flow of sewage and wastewater to the Center in the fifty-two (52) weeks immediately preceding, adjusted by the Authority's engineer for new connections and unusual weather conditions.

Section 1.08. Existing Facilities shall mean the Center on the date hereof.

Section 1.09. Existing Facilities Fund shall mean the fund established under Section 6.04 hereof.

Section 1.10. Existing Facilities Fund Amount shall mean \$80,000 and shall increase or decrease each year by such percentage as the ENR Index (as defined in the Service Agreement) increases or decreases.

Section 1.11. GPD shall mean gallons per day.

Section 1.12. Operating Fee shall mean the Operating Fee as defined in the Service Agreement.

Section 1.13. Over allocation, with respect to a party, shall mean that that party's average daily flow of sewage and wastewater to the Center for twelve (12) consecutive weeks has exceeded its allocation as set forth in Section 4.02 hereof.

Section 1.14. Pass Through Costs shall mean the Pass Through Costs as defined in the Service Agreement.

Section 1.15. Plans and Specifications shall mean the plans and specifications prepared for the Project, as amended, from time to time, with the approval of the Authority.

Section 1.16. Project Fund shall mean the Wastewater Facility Repair and Replacement Fund required by the Service Agreement.

Section 1.17. Project Fund Amount shall mean the Required Replacement Fund Amount as defined in the Service Agreement, adjusted from time to time as specified in the Service Agreement.

Section 1.18. Service Agreement shall mean the Waste-water Service Agreement between the Authority, Parsons, and TPC dated December 15, 1985.

## ARTICLE II

### CONVEYANCE OF THE DOWNINGTOWN REGIONAL WATER POLLUTION CONTROL CENTER

Section 2.01. Downingtown hereby conveys, transfers, and assigns (the "conveyance") all of its right, title and interest in the Center and permits necessary or desirable in the operation thereof to the Authority. The other parties hereto consent to the conveyance. The Authority accepts the conveyance.

Section 2.02. The conveyance shall include buildings, machinery and equipment, tools, vehicles, fixtures, cash, accounts receivable and supplies listed in Exhibit "B" hereto, all claims and rights of any description held by Downingtown on account of the Center and those certain parcels of land described in the form of quitclaim deed, attached as Exhibit "C" hereto. A deed in the form of Exhibit "C" shall be executed and delivered by Downingtown to the Authority contemporaneously with the execution and delivery of this Agreement. The personal property, buildings and fixtures are being delivered by Downingtown in an "as is" condition and no warranties, express or implied, are made with respect thereto, including warranties of fitness for a particular purpose or merchantability, provided, however, that the Authority shall have the right to inspect all property being

conveyed hereunder and to have its auditors examine all records of the Center. No party shall refuse to pay any assessment of the Authority nor have any claim against the Authority on account of any damage or diminution by Downingtown of or to any property hereby conveyed or against Downingtown for such damage or diminution or otherwise on account of the construction, operation, and maintenance of the Center.

Section 2.03. Downingtown warrants that there are no material outstanding claims against the Center except those set forth in Exhibit "D" hereto, and agrees to indemnify and hold the Authority harmless from any claims arising out of the operation of the Center prior to the date hereof, except those arising out of and in the amount of the debts listed in Exhibit "E" hereto and those immaterial debts arising out of the ordinary course of operation of the Center.

Section 2.04. The Authority shall indemnify and hold harmless Downingtown against any claims made against Downingtown on account of the operation of the Center after the date hereof. The Authority shall assume each of the debts and contract obligations of Downingtown incurred on account of the Center listed in Exhibit "E" hereto and those immaterial debts arising out of the ordinary course of operation of the Center and shall indemnify and hold Downingtown harmless on their account. In the event any

claim is made against Downingtown for the return of any grants, the proceeds of which reduced the payments of any party hereto to Downingtown for the construction or operation of the Center, each of the parties shall pay to Downingtown, in the event the claim is paid by Downingtown, the amount by which its payments were so reduced, multiplied by the amount paid by Downingtown, divided by the amount by which all parties payments to Downingtown (including transfers from the Borough of Downingtown to the Center) were reduced on account of such grant.

Section 2.05. The following parties shall pay the amounts listed below to the Authority within 60 days of the date hereof which shall be in full payment and satisfaction of any and all claims against the said parties by the other parties hereto on account of the Adjustments:

Caln	\$12,708.00
Uwchlan	40,948.00
West Whiteland	47,273.76

The Authority shall within 30 days of the receipt of all of such payments, distribute the amounts collected as follows:

Downingtown	\$70,656.48
East Caln	30,273.28

Section 2.06 This agreement terminates all previous agreements between Downingtown and the parties, other than the Authority, relating to the operation of the Center, and, from the

date hereof, the obligations of the parties to one another in respect of the Center and matters related thereto shall be controlled hereby, provided, however, that Downingtown's accounts payable and receivable on account of the operation under the previous agreements shall, as of the date hereof, become accounts payable and receivable of the Authority. Otherwise, the parties agree not to assert any claims against one another under those previous agreements or others relating to the Center (excluding those arising out of the agreement between West Whiteland and East Caln set forth in Exhibit "I" hereto.). Each party releases Downingtown from any claim it may have against Downingtown on account of Downingtown's operation of the Center. Anything in this paragraph to the contrary notwithstanding no party hereto, including Downingtown and DARA, waives any claim based on underpayments or overpayments to Downingtown, on accounting errors, on improper diversion of funds from or to Downingtown, or on fraud. It is specifically understood by the parties that if any claim is successfully asserted against Downingtown or DARA pursuant to the preceding sentence based on underpayments, overpayments, or accounting errors, the parties hereto shall pay Downingtown or DARA or be reimbursed by Downingtown or DARA such amounts as to place them in the same position each would have been in had no underpayment, overpayment, or accounting error been made. In the event of an improper diversion of funds or fraud,

reimbursement shall be made by the party or parties which benefitted therefrom to the party or parties which suffered on account of the diversion or fraud.

Section 2.07. Downingtown shall permit an audit of the books and records of the Center by a certified public accountant acceptable to the Authority, at the Authority's expense, as of a date no later than ninety days prior to the date hereof. The report of such audit shall be made available to each party on the date hereof. As of the date hereof, Downingtown shall provide to the Authority unaudited financial statements of the Center and shall certify that no material adverse change has affected the Center's finances or operation since the aforesaid audit and that no expenditures have been made nor liabilities waived, other than in the ordinary cause of business.

Section 2.08. The aforesaid audit shall include a calculation of funds owed to and from the parties hereto on account of payments heretofore made on account of the Project on and after dates of the first Phase II billing from Downingtown as adjusted from time to time for changes in estimates of costs of the Project attributable to expansion and upgrading. The Authority shall cause the aforesaid calculation to be revised after the value engineering provided for in the Service Agreement, and after the completion of the Project.

ARTICLE III

THE UPGRADING AND EXPANSION OF  
THE DOWNINGTOWN REGIONAL WATER POLLUTION CONTROL CENTER

Section 3.01. The Authority shall undertake the Project by entering into the Service Agreement with Parsons.

Section 3.02. Each party hereto approves the Service Agreement. Each party shall use its best efforts, in addition to compliance with this Agreement, to cause the Authority to meet its obligations under the Service Agreement.

Section 3.03. In the event that the Project is not completed pursuant to the Service Agreement, whether on account of a breach by Parsons or otherwise, the Authority shall undertake the completion thereof in accordance with the Plans and Specifications, without any substantial changes unless the same shall be unanimously agreed upon by the parties hereto and unless the total project cost on account of the changes will not exceed the Guaranteed Maximum Cost (as defined in the Service Agreement) by more than ten percent (10%) as estimated by the Authority's Engineer.

Section 3.04. In the event liquidated damages are received under the Service Agreement, they shall be applied to the Base Service Fee and the parties' payments on account thereof shall be reduced proportionately.

ARTICLE IV

TREATMENT OF SEWAGE AND  
ALLOCATION AMONG THE PARTIES

Section 4.01. The Authority shall cause the sewage from each of the parties to be treated as required by law including applicable statutes, regulations, permits, guidelines and the like.

Section 4.02. Each of the parties shall, now and on completion of the project, have the right to have its sewage treated as set forth above in accordance with the following allocations. Allocations prior to completion shall be as of the date hereof except as agreed by the parties.

	<u>On Completion</u>	<u>Present</u>
Downingtoun	1,975,000 GPD	1,629,000
Caln	1,225,000 GPD	610,000
East Caln	500,000 GPD	500,000
Uwchlan	1,575,000 GPD	610,000
West Whiteland	1,725,000 GPD	651,000

Section 4.03. None of the foregoing parties shall exceed its allocation. No party, however, except as hereinafter provided, shall be deemed in breach hereof merely because its flow of sewage to the Center exceeds its allocation prior to completion so long as that flow remains substantially the same as its flow

in the 12 weeks immediately preceding the date hereof, as adjusted by the Authority's Engineer for seasonal variations, provided, however, that if an action is brought against any party hereto, that party shall have the right to claim that any other party is alone liable, jointly or severally liable, or liable over on the cause of action asserted on account of that party exceeding its allocation.

#### ARTICLE V

##### OPERATION AND MAINTENANCE

Section 5.01. The Authority shall operate and maintain the Center in accordance with good engineering and business practice. It shall delegate its responsibility for operation and maintenance hereunder to Parsons under the terms of the Service Agreement.

Section 5.02. In the event that Parsons, for any reason, does not continue to operate and maintain the Center, then the Authority shall engage another person or organization to operate and maintain the Center or shall undertake the operation and maintenance itself.

#### ARTICLE VI

##### FEES AND EXPENSES

Section 6.01. Each party, other than the Authority, shall, on or before the first day of October of each year, submit

to the Authority its estimate of its flow for the next year. The Authority shall prepare an annual budget showing its estimated income and expenses, including its own administrative expenses. Copies of this budget shall be submitted to each of the other parties hereto on or before 60 days prior to the start of each calendar year. This budget shall show the projected total allocation for each party and the projected flow from each party to the Center for the next calendar year.

Section 6.02. The Authority shall bill each of the other parties hereto on the fifteenth day prior to the first day of each calendar quarter. Each shall remit its payment to the Authority within fifteen days of the receipt thereof. Within ninety days of the close of each fiscal year the Authority shall submit to each of the other parties hereto an audited statement of its income and expenses and of each party's actual sewage flow for the year prepared by a certified public accountant, which statement shall show which, if any, municipalities have overpaid and which municipalities have underpaid. If any party is shown to have paid an amount less than its obligation, it shall pay the difference between that amount and its obligation to the Authority within thirty days. If any party is shown to have paid more than its obligation, the Authority shall pay the difference between that amount and the party's obligation within ten days of the Authority's receipt of all payments due from parties who paid less than their obligation.

Section 6.03. For so long as the Service Agreement remains in effect, the Authority shall bill in such amounts as to provide for its own administrative expenses and the payments required under the Service Agreement, provided, however, that each party shall pay additionally to the Authority one-sixth of its estimated annual share of the Base Service Fee (which estimate shall be made by the Authority by January 1, 1986), on April 1, 1986, and the first day of each calendar quarter thereafter until 80% of the estimated annual Base Service Fee shall have been paid, which amount shall be held in reserve by the Authority for application to the Base Service Fee in the event payments therefor to the Authority shall be insufficient to make timely full payment thereof. In such event, the Authority shall immediately pursue its remedies hereunder and otherwise to effect a replenishment of the amount held in reserve from any party whose failure to make payments to the Authority has caused the insufficiency. The funds held in reserve by the Authority shall be invested and the net annual interest and profits earned therein shall be applied to the payment of the Base Service Fee and credited proportionately to the parties hereto. All of the funds held in reserve hereunder may be used by the Authority, if necessary, to make timely full payments of the Base Service Fee. The said funds are not to be construed as being held for the account of a particular party nor restricted in use because the party paying the same has made all payments required of it hereunder.

The Base Service Fee shall be divided among the other parties as follows:

a. Each of the following parties shall pay the following percentage of that part of the Base Service Fee attributable to the upgrading:

Downingtown	40.72%
Caln	15.25%
East Caln	12.50%
Uwchlan	15.25%
West Whiteland	16.28%

b. Each of the following parties, shall pay additionally the following percentage of that part of the Base Service Fee attributable to expansion:

Downingtown	11.53%
Caln	20.50%
East Caln	-0-
Uwchlan	32.17%
West Whiteland	35.80%

c. The percentages of the Base Service Fee attributable to upgrading and to expansion shall be determined by the Authority (which determination may be delegated to Parsons) at the date hereof, at the conclusion of any changes in the Plans and Specifications prior to the beginning of construction of the Project, and at the completion of the Project by the Authority or its designee in accordance with the procedures set forth in

Exhibit "F" hereto. Each determination shall be retroactive to the first payments hereunder and underpayments and overpayments shall be adjusted by the Authority in billing subsequent to the determination.

The Administrative Fee, Operating Fee and Pass Through Costs shall be divided among the other parties hereto in the proportion the sewage treated of each party bears to the total amount of sewage treated. Income attributable to the operation of the Center, including interest on payments made by the parties for the Operating Fee and governmental grants applicable to operating costs, shall be applied to the Operating Fee and each party's payment therefor shall be proportionately reduced.

The Administrative Expenses of the Authority shall be divided among the parties other than the Authority equally so long as the Authority causes the Center to be operated by a third party. In the event the Authority operates the Center, they shall be divided as the parties mutually agree.

Section 6.04. Each of the parties other than the Authority shall contribute to the Project Fund and the Existing Facilities Fund in accordance with the following table:

	<u>Project Fund</u>	<u>Existing Facilities Fund</u>
Downingtown	<u>23.43%</u>	40.72%
Caln	<u>18.36%</u>	15.25%
East Caln	5.10%	12.50%
Uwchlan	25.27%	15.25%
West Whiteland	27.84%	16.28%

Each party shall pay to the Authority 50% of its total payment on the first day of April and October, 1986, until the entire amount has been paid. When monies in either fund are spent, the Authority shall bill the other parties in such amounts necessary to replenish the fund as follows:

1. In the case of payments from the Existing Facilities Fund, the parties shall pay a percentage thereof as follows:

Downingtown	40.72%
Caln	15.25%
East Caln	12.50%
Uwchlan	15.25%
West Whiteland	16.28%

2. In the case of payments from the Project Fund, the parties shall pay a percentage thereof as follows:

Downingtown	<u>23.43%</u>
Caln	<u>18.36%</u>
East Caln	5.10%
Uwchlan	25.27%
West Whiteland	27.84%

When monies in either fund are less than the Project Fund Amount or Existing Facilities Fund Amount, the parties other than the Authority shall make payments to restore the respective Funds to the appropriate Fund Amount, each party to contribute the same percentage of the amount necessary to restore the Fund Amount as it contributed pursuant to subparagraphs 1 and 2 above, within thirty days of billing therefor by the Authority. The percentages

listed above are subject to retroactive adjustment in accordance with Exhibit "E" and improper payments compensated for in subsequent billings.

The Authority shall bill each of the other parties for payments due on account of deficiencies in the aforesaid funds on the first day of the calendar quarter after the deficiency occurs. Payments shall be made within 30 days after receipt of the said bills unless the Authority permits payments to be made over a longer period.

Section 6.05. The Existing Facilities Fund shall be held by the Authority and used for extraordinary repairs and replacements to the Existing Facilities.

Section 6.06. In the event that the Service Agreement is terminated for any reason, or, the Authority incurs other expenses in carrying out its obligations hereunder, the Authority shall bill the other parties hereto for its expenses, based upon the principles that the expenses of operation and maintenance of the Center shall be borne by the users in proportion to their use and that capital expenditures or expenses for extraordinary repairs and replacements should be borne by all the parties other than the Authority in accordance with their percentages of the Project Fund with respect to the expansion and upgrading facilities, and in accordance with the percentages of the Existing Facilities Fund with respect to the Existing Facilities. The Administrative Expenses of the Authority shall, in any event, continue to be divided as set forth above.

Section 6.07. The Authority shall establish from time to time uniform acceptability standards for extra strength sewage and other wastes to be discharged into the Center and such standards must be adopted by each party hereto. The Center is, and any additional treatment facilities will be, designed primarily for the treatment and disposal of sanitary sewage (which for the purposes hereof means the normal, water-carried household and toilet wastes resulting from human occupancy). Consequently, neither the Authority nor any other party hereto shall permit any connection for the disposal of any waste other than sanitary sewage to be made to the Center except upon prior specific written permit from the Authority or for those connections in place on the date hereof, provided that the acceptance for treatment and disposal by the Authority of wastes other than sanitary sewage shall be in accordance with the current uniform standards established by the Authority.

It is agreed that, except in the case of wastes other than sanitary sewage for which a specific written permit from the Authority has been obtained as aforesaid, each party hereto shall prohibit any discharge into the Center which is not made by a direct connection (by approval of the municipality) between its Collection System and the plumbing facilities of the structures on the property served.

The Authority and each party hereto shall take such action in the exercise of their rights or their police power as

tion of the Authority. Failure to remedy the extra strength waste to the satisfaction of the Authority shall be a violation of this Agreement and render the offending party subject to the procedures of ARTICLE VIII.

Section 6.08. The Authority shall be permitted to inspect and examine the Collection Systems of the other parties hereto at any reasonable time upon reasonable notice. The Authority shall permit representatives of the other parties hereto to inspect the Center subject to the Service Agreement and any records or documents pertaining to the operation and maintenance of the Center at any reasonable time upon reasonable notice.

Section 6.09. The Authority agrees it will at all times cause the Center to be insured against loss or damage by fire or other casualty in such amounts and against such risks as are usually carried with respect to like properties. Said insurance policies shall be written by responsible insurance companies authorized and qualified to do business in Pennsylvania, be non-assessable and name the Authority and the other parties hereto as insureds, as interests may appear, and to the extent procurable, shall not be cancellable without at least thirty (30) days prior written notice to said named insureds.

In the event of any damage to the facilities covered by said insurance, the Authority shall promptly repair or replace or

cause the repair or replacement of the damaged property by utilizing the insurance proceeds unless the Service Contract or other contract prescribes a different obligation and unless its Consulting Engineer certifies that it would not be practical and advantageous to do so. In the latter case, the Authority shall take all reasonable action to maintain for the parties a capacity for treating sewage at the allocations set forth in Section 4.02 hereof.

In the event the proceeds of insurance resulting from damage to the Center are not applied to the repair or replacement of it either because the same is determined to be impractical and not advantageous, or as a result of any agreement among parties hereto, said proceeds shall be distributed to the parties hereto in accordance with their proportionate share of allocation in the Center. Then the parties hereto shall mutually agree upon the future use, capacity and operation of the Center based upon its condition at that time.

In the event it becomes necessary to make any extraordinary repairs or replacements at the Center because of damage or destruction and there are insufficient funds available from the insurance proceeds to pay the costs thereof, then the Authority may pay such costs out of the Project Fund or Existing Facilities Fund as it deems appropriate.

ever said party reaches 90% of its allocation. Copies of said notification shall be sent to all other parties hereto. The party receiving said notification shall within thirty (30) days from receipt thereof submit to the Authority and the other parties hereto a documented statement reflecting said party's allocation use projection for the twelve-month period following receipt of said notification. Said projection shall include existing but unused connection permits and land development approvals, tentative or final, which may result in the need for sewage treatment within said twelve-month period.

Any party exceeding its allocation for a period of any twelve consecutive weeks shall be notified of such violation. Said party shall have sixty (60) days in which to submit a written plan and reasonable timetable acceptable to the Authority to correct exceeding its allocation. Should any party not comply with the plan and timetable, then said party shall be in violation of this Agreement and the matter shall be resolved in accordance with ARTICLE VIII.

Section 6.12. Each quarter of the calendar year the Authority's Engineer shall review all the records of the Center indicating the total sewage flow from each party hereto. Then the Authority's Engineer shall determine to what extent unusual weather conditions and/or new connections are affecting the sewage flow, and also shall make a determination of whether there

is Excessive Inflow or Excessive Infiltration into the sewage system. Whenever there exists Excessive Inflow or Excessive Infiltration into the Collection System of a party hereto, the Authority shall promptly give written notice to that party hereto of the Excessive Inflow or Infiltration and demand that it be remedied within a reasonable period of time.

Should any party exceed the acceptable inflow or infiltration requirements as specified by the Authority, it shall submit to the Authority within 60 days of notification a written plan and timetable acceptable to the Authority for correction of its inflow or infiltration problems. Should said party fail to comply with its plan and timetable for correction of the inflow or infiltration problem, said failure shall be a violation of this Agreement and the matter shall be resolved in accordance with ARTICLE VIII.

Section 6.13. It is the intent of this Agreement that sewage and waste waters transmitted to all parties hereto shall originate within the geographical limits of Downingtown and participating townships for treatment by the Center. Any party hereto transmitting to the Center sewage and waste water from outside those geographical limits shall be in violation of this Agreement unless all parties hereto consent in writing, provided, however, Uwchlan may use fifty thousand (50,000) gallons of its

allocation for the treatment of sewage from Marsh Creek State Park and one thousand (1,000) gallons for the Shryock Paper Company, which users are located outside the municipal limits of Uwchlan Township.

Section 6.14. Each of the parties, other than the Authority, acknowledges it has installed one or more metering stations to measure accurately the sewage flow from said municipality to the Center. The locations of said metering stations are shown on Exhibit "H". Each party hereto shall maintain said metering stations in proper working order at all times. The parties shall at least quarterly have the metering stations tested and calibrated for accuracy and shall submit a copy of the report to the Authority upon its receipt. The Authority may request calibration of a metering station at any time. If a party fails to comply, the Authority may cause the station to be calibrated. If the Authority-ordered calibration shows the metering station to be more than 5% inaccurate, the Authority shall bill the party for testing and calibration. Otherwise, the calibration shall be at the Authority's expense. Parties shall pay the Authority the costs of such testing and calibration within 15 days of receipt of a bill therefor.

In the event any metering station is determined to be inaccurate or inoperative, the Authority's Engineer shall esti-

mate the flow in lieu of measurement by the said station and that estimate shall bind the parties hereto.

All new or replacement metering stations shall require the prior written approval of the Authority's Engineer and such approval shall not be unreasonably withheld.

Section 6.15. Whenever any party with allocation hereto desires to sell any of its capacity in the Center, said party agrees to offer for sale said capacity in equal parts to all the other parties hereto at a price equal to its cost therefor and interest at the Prime Rate (all as determined by the Authority) (and inter se between those municipalities desiring to purchase such capacity) prior to it being offered to any municipality not a party to this Agreement. Any sale shall be subject to the approval of the Authority, which approval shall not be unreasonably withheld, and on such reasonable terms and conditions, including the agreement of the buyer to be bound by appropriate provisions of this agreement, as the Authority shall specify.

Section 6.16. The parties hereto agree in the event the Authority is required to treat sewage from another municipality or any other entity not a party to this Agreement as a result of being ordered to do so by any court of competent jurisdiction or governmental agency, then said municipality or any other entity shall be required to pay its pro rata share based upon its allocation in the Center of the total cost for original construc-

tion and the upgrading and expansion of the Center. In addition, said municipality or any other entity shall be required to pay interest at eighty (80%) per cent of the lowest interest offered for short term unsecured loans to its most creditworthy customers per annum by Mellon Bank (East) National Association, its predecessor Girard Bank and successors, in Philadelphia, Pennsylvania (the "Prime Rate") from February 14, 1972 to the date said municipality or any other entity makes its payment. Upon receipt of said funds from said municipality or any other entity, the Authority shall distribute said funds among the parties hereto in proportion to their pro rata share of the costs for the original construction, upgrading and expansion of the Center. In addition, said municipality or other entity shall acknowledge in writing its agreement to be bound by all of the terms and conditions of this Agreement.

In order to provide the gallonage in the Center for the new entity utilizing the Center, in the absence of any other agreement of the parties to the contrary, the allocation of each party hereto shall be reduced pro rata in accordance with said party's allocation to provide the gallonage for the new entity.

Any entity other than a municipality body shall be required, unless ordered by the aforesaid court or governmental agency, to arrange for the treatment of its sewage through a governmental body.

Section 6.17. Upon the execution of this Agreement, each party providing flow to the Center, hereby agrees to provide the Authority hereto with a written report on the first day of each year certified by its Secretary, providing the number of all present connections to its sewer system and indicating whether they are residential, industrial, commercial or institutional. Said report also shall indicate the number of new connections and the removals for each customer classification on forms provided by the Authority. Any party failing to submit said reports shall be subject to the provision of ARTICLE VIII.

Section 6.18. Each party hereto shall annually submit to the Authority within thirty (30) days of demand therefor the necessary information for the Annual Municipal Waste Load Management Report as required by the Department of Environmental Resources.

Section 6.19. Each party hereto shall provide the Authority with any available map or maps of its entire sewerage system, including the location of all collection lines, interceptors, pumping stations and metering stations; and further shall notify the Authority annually of any change, modification or alteration of said map for the purpose of providing a regional map of all collection lines and interceptors, and a copy shall be provided to each municipality.

Section 6.20. The Authority is authorized to take any action it deems necessary during any emergency occurrences at the Center, and further is authorized to take any reasonable action that it deems necessary to remedy or abate or terminate any occurrences at the Center which, in the sole opinion of the Authority, is immediately affecting the health or welfare of any person or is immediately harmful in any manner to the environment at or near the Center.

Section 6.21. The Townships of Caln, East Caln, West Whiteland, Uwchlan, and the Borough of Downingtown, hereby covenant to impose sewer rents and charges as specified in Section 20.03 of the Service Agreement. Any amounts collected by each such party pursuant to Section 20.03(iv) of the Service Agreement and not applied toward payment of the Base Service Fee due thereunder shall be held in a separate account (the "Municipality's Account") for a period of one year and shall be used during such period only if and to the extent that such party is otherwise unable to make its payments to the Authority for the Authority's use in paying the Base Service Fee under the Service Agreement. After any monies have been held in a Municipality Account for a period of one year, the respective municipality may, with the approval of the Authority, withdraw such monies from such Account and use them for any purpose.

## ARTICLE VIII

### RESOLUTION OF DISPUTES

Section 8.01. Disputes hereunder shall be resolved in accordance with this Article. In the event of default, remedies shall be determined in accordance with this Article. In the event of a violation of Section 7.01, however, the late charge set forth in Section 9.02 shall be applicable and this Article shall not apply provided, however, that the Authority may enter judgment pursuant to Section 8.06, in the full amount due from any party, including late charges, just as though an award of a Board of Arbitrators had been obtained and take any other action and pursue any other remedy available to it at law, in equity, or otherwise.

Section 8.02. Any party involved in a dispute may, and the Authority in the event of default shall, demand that a Board of Arbitration be convened by giving written notice thereof to the other parties to this Agreement.

Section 8.03. The Board of Arbitration shall consist of five arbitrators, at least one of whom shall be an attorney, licensed to practice law in the Commonwealth of Pennsylvania and at least one of whom shall be an engineer licensed as a Professional Engineer in the Commonwealth of Pennsylvania. The Authority shall request the American Arbitration Association or its successor or, in the event it has no successor, a similar organization, to furnish a list of six prospective arbitrators who are engineers, residents of Pennsylvania, who do not reside

in any of the municipalities parties hereto, are not engaged in business in the said municipalities, nor have any financial or personal interest in the arbitration, nor in any of the parties hereto. The Authority shall also request a separate list of six prospective arbitrators who are attorneys at law, licensed to practice in Pennsylvania, who do not reside in any of the municipalities represented herein, or practice primarily therein, nor have any financial or personal interest in the arbitration proceeding, nor in any of the parties hereto. The Authority shall further request a separate list of eight individuals, residents of Pennsylvania, who do not reside in any of the municipalities parties hereto, are not engaged in business in the said municipalities, nor have any financial or personal interest in the arbitration, nor in any of the parties hereto.

Section 8.04. Each party hereto, other than the authorities, shall, within five days after publication of the list of arbitrators, eliminate one name from each list. A party failing to eliminate a name within five days shall lose its right to do so. The elimination shall be in an order determined by the drawing of lots.

Section 8.05. The Board of Arbitration, thus established, shall begin arbitration within thirty (30) days thereafter and shall make a final determination within sixty (60) days after the first arbitration hearing.

Section 8.06. The arbitration shall be governed by the following rules. Situations not covered by the following rules shall be governed by the rules, if any, of the body providing the initial lists of arbitrators.

1. The hearing shall take place at the Municipal Building of Downingtown or at any other location mutually convenient to all of the parties hereto and the arbitrators.

2. The arbitrators shall give written notice of the date, time and place of the arbitration hearing by regular mail which shall not be less than ten (10) days prior to the date for the hearing to all parties hereto.

3. It shall be in the discretion of the Arbitration Board whether a stenographic record is to be made of the proceedings. Any party, at its own expense, may have the proceedings stenographically, electronically or otherwise recorded.

4. The continuance of any arbitration hearing shall be within the discretion of the Arbitration Board.

5. The Arbitration Board shall require all witnesses to be examined under oath or by affirmation, and the Arbitration Board shall not be limited by the Rules of Evidence of the Commonwealth of Pennsylvania.

6. The Arbitration Board shall have the following powers:

- (a) To decide all procedural and factual issues.
- (b) To interpret all provisions of this Agreement.

(c) To decide the dispute or controversy requested for arbitration based upon the evidence presented even if any party fails to appear or participate in the arbitration proceedings.

(d) To issue subpoenas for the attendance of witnesses and the production of documents.

(e) To permit depositions of witnesses in lieu of testimony.

(f) To inspect or investigate any matter pertaining to the arbitration proceedings.

(g) To employ experts or professionals to facilitate the Board in its inspection, investigation and determination of the controversy or dispute before the Board.

7. The procedure of the arbitration hearing shall be in the discretion of the Board.

8. The arbitration hearing, after due notice, shall proceed in the absence of any party unless said party has obtained a continuance of the arbitration hearing from the Board.

9. The arbitration award shall be delivered to each party hereto by regular mail. The form of the award shall be within the sole discretion of the Arbitration Board.

10. The arbitration award shall designate the parties whom it is in favor of and those it is against and shall with specificity indicate what remedies are imposed by the Board. The remedies imposed by the Arbitration Board shall be as set forth in subsection 14 of this Section.

The Arbitration Board shall determine, if possible, who the injured parties are and to what extent or what portion of the remedies provided by the arbitration award shall be allocated or paid to any particular party. Should the Arbitration Board determine that it cannot reasonably allocate the remedies or damages among the parties, then the entire amount of the award shall be payable to the Authority for the benefit of the parties hereto as the Arbitration Board shall direct. The remedies imposed by the Arbitration shall be as set forth herein.

The parties hereto agree that any award of the Arbitration Board shall be entered as a final judgment in the Court of Common Pleas of Chester County, Pennsylvania. The Borough of Downingtown, the Township of Caln, Caln Township Municipal Authority, Township of East Caln, East Caln Township Municipal Authority, Township of Uwchlan, Uwchlan Township Municipal Authority, Township of West Whiteland, and West Whiteland Municipal Authority, jointly and severally, hereby authorize and empower the Prothonotary for Chester County, Pennsylvania to appear for and to confess judgment against each of them, jointly and severally, for any payment or payments, temporary and/or permanent injunctions, court costs, expenses, reasonable attorneys' fees, arbitrators' fees and expenses, and any other amount awarded by the Arbitration Board in its final award pursuant to the authority granted to the Arbitration Board in ARTICLE VIII of this Agreement, without declaration or stay of execution, with release of errors, and without any counterclaim or setoff whatsoever. This

power to enter confession of judgment against the Borough of Downingtown, Township of Caln, Caln Township Municipal Authority, Township of East Caln, East Caln Township Municipal Authority, Township of Uwchlan, Uwchlan Township Municipal Authority, Township of West Whiteland, West Whiteland Municipal Authority shall not be exhausted by any exercise of the power and shall continue from time to time and all times until full payment of all payments have been paid pursuant to said judgments.

13. Should the parties hereto settle any controversy during the arbitration proceedings, upon the request of the parties hereto, the Arbitration Board shall set forth the terms and conditions as agreed to in the settlement and render it as a final arbitration award.

14. The parties hereto agree the Arbitration Board may impose any or all of the following remedies against any party hereto in its discretion:

a. Award compensatory and special damages as the circumstances require, provided, however, in the event damages are sustained subsequent to the arbitration award the aggrieved party may seek from the Arbitration Board, or any other subsequent Arbitration Board, additional damages as provided for herein.

b. Require payment of all costs of depositions, transcripts, reasonable attorneys' fees, witness fees, professional

engineering and accounting fees, or any other cost or expense as the circumstances require.

c. May assign all of the costs of said arbitration to the party against whom the award is entered, including the fees of the arbitrators, experts and any other necessary, reasonable expense unless the Arbitration Board otherwise apportions said costs, fees and expenses.

d. Impose a temporary and/or permanent injunction as the circumstances require.

e. Any other relief deemed appropriate and reasonable under the circumstances.

#### ARTICLE IX

#### MISCELLANEOUS

Section 9.01. If the Service Agreement is not executed and delivered by the parties concurrently herewith, this agreement shall be null and void.

Section 9.02. The parties hereto agree a late charge of two (2%) per cent over the Prime Rate per month of the amount due, if lawful, shall be imposed against any party hereto who fails to remit any payment when due.

Section 9.03. Uwchlan shall permanently discontinue the operation of its Lionville Sewage Treatment Plant (the "Lionville Plant") within six (6) months after the Authority certifies that the expanded and upgraded Center is ready to accept flow at its designed capacity of seven million (7,000,000) gallons per day.

Section 9.04. The Authority shall not, without the unanimous consent of the parties hereto, undertake any expansion of the Center, or treat the sewage of any entity other than one of the parties hereto or sold by one of the parties pursuant to the provisions hereof.

9.05. Except as may otherwise be required by state or federal laws or regulations, none of the parties hereto shall construct, acquire or use sewage treatment facilities which would treat wastewater which, based on reasonable demographic projections, orderly planning, engineering studies and economic considerations, presently or in the future, should be treated by the Center, provided the Center has the capacity to treat properly such wastewater and the party has an allocation for the treatment of such capacity.

9.06. Each party hereto shall reasonably cooperate with Parsons in the financing associated with the project as set forth in Section 10.12 of the Service Agreement.

Section 9.07. Any notice or other communication required or permitted hereunder shall be sent by United States regular mail, postage prepaid, addressed to the Downingtown Area Regional Authority, P.O. Box 255, Lionville, Pennsylvania 19353, to the Borough of Downingtown, 4 West Lancaster Avenue, Downingtown, Pennsylvania 19335; to the Township of Caln and Caln Township Municipal Authority, Municipal Drive, Thorndale, Penn-

sylvania 19372; to the Township of East Caln and East Caln Municipal Authority, P.O. Box 232, Downingtown, Pennsylvania 19335; to the Township of Uwchlan, P.O. Box 255, Lionville, Pennsylvania 19353, and Uwchlan Township Municipal Authority, 47 Marchwood Road, Suite 1-B, Exton, Pennsylvania 19341, and the Township of West Whiteland and West Whiteland Municipal Authority, 222 North Pottstown Pike, Exton, Pennsylvania 19341; and the date of the notice shall be the date of the mailing.

Section 9.08. If any term, condition, clause or provision of this Agreement shall be deemed to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement as is held to be void or invalid and in all other respects this Agreement shall be valid and in full force and operation.

Section 9.09. The parties hereto agree to execute any and all additional papers and documents necessary to effectuate the terms of this Agreement.

Section 9.10. The waiver of any term, condition, clause or provision of this Agreement shall in no way be deemed or considered a waiver of any other term, condition, clause or provision of this Agreement.

Section 9.11. This Agreement shall be considered subject to and be governed by the laws of the Commonwealth of Pennsylvania.

Section 9.12. No amendment, alteration or modification of this Agreement shall be binding upon the parties hereto unless said amendment, alteration or modification is in writing and signed by all parties hereto.

Section 9.13. This Agreement shall not be assignable by any party to this Agreement except upon the written consent of all parties hereto.

Section 9.14. This Agreement shall be executed in ten (10) counterparts, each of which shall be deemed an original, but all of them together shall constitute one and the same agreement.

Section 9.15. This Agreement constitutes the entire understandings among the parties hereto with reference to the use, operation, maintenance and upgrading and expansion of the Center. There are no other terms, conditions or understandings among the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated on the annexed acknowledgments for the parties hereto.

DOWNINGTOWN AREA REGIONAL  
AUTHORITY

BY: *[Signature]*

ATTEST: *[Signature]*  
Secretary

BOROUGH OF DOWNINGTOWN

BY: *[Signature]*  
President of Borough Council

ATTEST: *[Signature]*  
Secretary  
(MUNICIPAL SEAL)

CALN TOWNSHIP, CHESTER COUNTY  
MUNICIPAL AUTHORITY

BY: [Signature]  
Chairman

ATTEST: [Signature]  
Secretary  
(AUTHORITY SEAL)

TOWNSHIP OF CALN

BY: [Signature]  
President of Bd. of Commissioners

ATTEST: [Signature]  
Secretary  
(MUNICIPAL SEAL)

EAST CALN TOWNSHIP, CHESTER  
COUNTY, MUNICIPAL AUTHORITY

BY: [Signature]  
Chairman

ATTEST: [Signature]  
Secretary  
(AUTHORITY SEAL)

TOWNSHIP OF EAST CALN

BY: [Signature]  
Chairman of Bd. of Supervisors

ATTEST: [Signature]  
Secretary  
(MUNICIPAL SEAL)

UWCHLAN TOWNSHIP MUNICIPAL  
AUTHORITY

BY: [Signature]  
Chairman

ATTEST: [Signature]  
Secretary  
(AUTHORITY SEAL)

TOWNSHIP OF UWCHLAN

BY: [Signature]  
Chairman of Bd. of Supervisors

ATTEST: [Signature]  
Secretary  
(MUNICIPAL SEAL)

WEST WHITELAND TOWNSHIP  
MUNICIPAL AUTHORITY

BY: [Signature]  
Chairman

ATTEST: [Signature]  
Secretary  
(AUTHORITY SEAL)

TOWNSHIP OF WEST WHITELAND

BY: [Signature]  
Chairman of Bd. of Supervisors

ATTEST: [Signature]  
Secretary  
(MUNICIPAL SEAL)

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CHESTER :

ON THIS, the 26<sup>th</sup> day of December, 1985,  
before me, the undersigned Notary Public, personally appeared  
John J. Lubanic, who acknowledged himself to be the Chairman  
of the Downingtown Area Regional Authority, of Chester County,  
Pennsylvania, and that he, as such Chairman, being authorized to  
do so, executed the foregoing Agreement for the purposes therein  
contained by signing the name of the said Borough by himself as  
such Chairman.

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

Lynda C. Smith (SEAL)  
LYNDA C. SMITH, Notary Public  
Uwchlan Twp., Chester Co.  
My Commission Expires April 2, 1988

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CHESTER :

ON THIS, the 26<sup>th</sup> day of December, 1985,  
before me, the undersigned Notary Public, personally appeared  
William J. Whitman, who acknowledged himself to be the President  
of Borough Council of the Borough of Downingtown, of Chester  
County, Pennsylvania, and that he, as such President, being  
authorized to do so, executed the foregoing Agreement for the  
purposes therein contained by signing the name of the said Borough  
by himself as such President.

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

Lynda C. Smith (SEAL)  
LYNDA C. SMITH, Notary Public  
Uwchlan Twp., Chester Co.  
My Commission Expires April 2, 1988

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CHESTER :

ON THIS, the 26<sup>TH</sup> day of November, 1985, before me, the undersigned Notary Public, personally appeared Victor B. Siskind who acknowledged himself to be the Chairman of the Caln Township, Chester County, Municipal Authority, of Chester County, Pennsylvania, and that he, as such Chairman, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of the Authority by himself as such Chairman.

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

Lynnda C. Smith (SEAL)  
LYNDA C. SMITH, Notary Public  
Uwchlan Twp., Chester Co.  
My Commission Expires April 2, 1988

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CHESTER :

ON THIS, the 26<sup>TH</sup> day of December, 1985, before me, the undersigned Notary Public, personally appeared Charles F. O'Donnell who acknowledged himself to be President of the Board of Commissioners for the Township of Caln, Chester County, Pennsylvania, and that as such President, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of said Township by himself as such President.

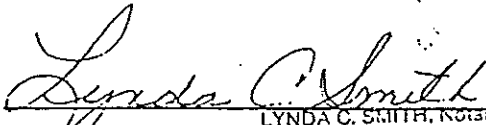
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lynnda C. Smith (SEAL)  
LYNDA C. SMITH, Notary Public  
Uwchlan Twp., Chester Co.  
My Commission Expires April 2, 1988

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CHESTER :

ON THIS, the 26<sup>th</sup> day of December, 1985,  
before me, the undersigned Notary Public, personally appeared  
Herald J. Lee, who acknowledged himself to be the Chair-  
man of the West Whiteland Township Municipal Authority of Chester  
County, Pennsylvania, and that he, as such Chairman, being  
authorized to do so, executed the foregoing Agreement for the  
purposes therein contained by signing the name of the Authority  
by himself as such Chairman.

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

 (SEAL)  
LYNDA C. SMITH, Notary Public  
Uwchlan Twp., Chester Co.  
My Commission Expires April 2, 1988

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CHESTER :

ON THIS, the 26<sup>th</sup> day of December, 1985,  
before me, the undersigned Notary Public, personally appeared  
Albert C. Miller, who acknowledged himself to be the  
Chairman of the Board of Supervisors for the Township of West  
Whiteland, Chester County, Pennsylvania, and that as such Chair-  
man, being authorized to do so, executed the foregoing Agreement  
for the purposes therein contained by signing the name of said  
Township by himself as such Chairman.

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

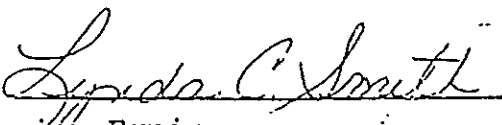
 (SEAL)  
MY Commission Expires \_\_\_\_\_  
Uwchlan Twp., Chester Co.  
My Commission Expires April 2, 1988

EXHIBIT A

Executed original of Service Agreement appears as  
Item 1.12 in Index of Closing Documents for Chester County  
Industrial Development Authority \$10,400,000 Variable Rate  
Demand Wastewater Treatment Privatization Revenue Bonds  
(Parsons Downingtown Associates Project), 1985 Series.

APPENDIX B

ASSETS

A. Full and complete set of "as built" plans of the Downingtown Regional Water Pollution Control Center as submitted by A. W. Martin Associates, Inc. for the following structures and piping:

1. 1 story app. roof masonry building occupied as pumping station.
2. 1 story app. roof block building occupied as garage and laboratory.
3. 1 story app. roof block building occupied as thermal oxidation building.
4. 1 story app. roof block building occupied as generation building.
5. 1 story app. roof block building occupied as chlorination building.
6. 1 story app. roof block building occupied as mixed media building.
7. 1 story app. roof block building occupied as primary distribution building.
8. 1 story app. roof block building occupied as sludge building.
9. 1 story app. roof block building occupied as primary clarifier.
10. 1 story app. roof block building occupied as sludge pumping station.
11. 1 story app. roof block building occupied as secondary clarifier.
12. 2 story app. roof block building occupied as aeration tanks.
13. 1 story app. roof block building occupied as chlorination tank, post activation tanks and metering building.
14. 1 story app. roof block building occupied as sludge thickener building.
15. Miscellaneous block boxes.
16. Metal lime silo.

B. DRWPCC equipment schedule and estimated value:

1. (2) Gorman Rupp 3" centrifugal pumps @ \$1,000	\$ 2,000
2. Gorman Rupp 6" centrifugal pump	1,500
3. Wheel Horse Tractor w/42" mower	2,300
4. Wallace adjustable gantry (2 ton)	900

5. Rigid 300 pipe threader	1,000
6. Advance Chlorinator #201	600
7. Wallace & Tiernam metering pump	800
8. ISCO portable sampler	700
9. 2 ISCO Composit Samplers #1580 @ \$2,000	4,000
10. Misc. tools and equipment	2,000
	<hr/>
	\$15,800

C. DRWPCC Vehicle Schedule:

1. 1974 Ford Truck F-260 w/plow, VIN #F26YET83387
2. 1975 Ford Dump Truck, VIN #F75FVW89309
3. 1984 Ford Ranger PU Truck, VIN #1FTBR10SOEUC63501

D. DRWPCC Laboratory Schedule and Estimated Value:

1. Bausch & Laumb Spectrophotometer 70	\$ 2,000
2. Fischer Ph Model 320	750
3. Orion Specific Ion Meter 407-A	995
4. Quebec Colony Counter	855
5. Corning Mega Pure Water Still, 1.4 litre	790
6. National Autoclave Model 704 9000-D	2,200
7. LAB Line Lo Temp Incubator	1,135
8. YSI DO Meter	750
9. Thermolyne 1500 Furnace	520
10. 2 Thelco Model 4 Air Incubators @ 1,410	2,820
11. GCA Drying Oven Model 18	1,475
12. Mettler H31 Electronic Balance	2,500
13. AO Monocular Microscope	3,224

14.	LABCONCO automatic glassware washer	2,745
15.	Verticle autoclave	2,595
16.	YSI conductivity bridge	750
17.	Fume hood	2,500
18.	Phase contrast microscope (BL-31-74-02-11)	1,770
19.	Precision water bath	890
20.	Orion 501 Ph meter	700
21.	Constant temp bath	519
22.	2 Ohaus moisture balances	1,190
23.	Miscellaneous items	13,600
		<hr/>
		\$47,273

# This Indenture, Made the

day of

in the year of our

Lord one thousand nine hundred and Eighty-Five (1985)

Between THE BOROUGH OF DOWNINGTOWN, party of the first part, and  
DOWNINGTOWN AREA REGIONAL AUTHORITY, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of  
the sum of One Dollar (\$1.00)

lawful money of the United States of America, to be well and truly paid by the said  
party of the second part, at and before the sealing and delivery of these presents, the  
receipt whereof is hereby acknowledged, remission,  
released and quit-claimed, and by these presents, does remise,  
release and quit-claim unto the said party of the second part, and to

its heirs and assigns forever, ALL

See Attachment "A"

Together with all and singular, the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof: And also, all the estate, right, title, interest,

property, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances.

To have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, its heirs

and assigns forever.

In Witness Whereof, The Borough of Downingtown hereunto sets its hand and seal the day and year first above written.

Scaled and Delivered }  
IN THE PRESENCE OF US:

THE BOROUGH OF DOWNINGTOWN

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

Recorded, the day of the date of the above Indenture, of the above-named

State of

County of

} ss.

On the \_\_\_\_\_ day of \_\_\_\_\_ Anno Domini 19\_\_\_\_, before me,

personally appeared the above-named

and in due form of law acknowledged the above Indenture to be act and deed, and desired the same might be recorded as such.

Witness my hand and \_\_\_\_\_ seal the day and year aforesaid.

\_\_\_\_\_  
Commission expires,

State of  
County of

} ss.

On the  
the subscriber

day of

Anno domini 19 , before

personally appeared

of the

who being duly according to law, says that he was personally present at the execution of the above Indenture and saw the common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said Corporation; that the above Indenture was duly sealed and delivered by of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned

and that the names of this deponent as  
and of

as of the said Corporation, subscribed to the above Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

Sworn and subscribed before me, the day  
and year aforesaid. Witness my hand and  
seal.

My commission expires

**REC'D**

1977 John C. Clark Co., Phila. 664

**Recorded** in the Office for Recording of Deeds in and for

in Deed Book

No.

page

**Witness** my hand and seal of Office this

day of

Anno Domini 19

Parcel 1

Parcel 1, being a portion of the lands owned by Downingtown Paper Co. as set forth in the Recorder of Deeds office of Chester County, Pennsylvania. Said property situate in East Caln Township, Chester County, Pennsylvania, is bordered by lands of Downingtown Paper Co. and the Borough of Downingtown and is more fully described to wit: Beginning at a point of the eastern edge of the 42.50 feet wide sewer basement granted to the Borough of Downingtown by Downingtown Paper Co., containing the "Downingtown Interceptor Sewer" and the northern property line of the lands owned by the Borough of Downingtown, said point being 201.52 feet eastwardly from the western terminus of said property line the following courses and distances: (1) North fifteen degrees, six minutes, fifty-three seconds West (N 15 -06' -53" W) a distance of four hundred, eighteen and forty-eight one hundredths of a foot (418.48') to a point in the aforementioned right-of-way line; thence South eighty degrees, fifty-seven minutes, thirty seconds East (S 80 -57' -30" E) a distance of one hundred, thirty feet (130.00') to a point; thence South thirty-three degrees, fifteen minutes, fifty-two seconds East (S 33 -15' -52" E) a distance of one hundred, one and one tenth of a foot (101.10') to a point; thence South eighty degrees, fifty-seven minutes, thirty seconds East (S 80 -57' -30" E) a distance of five hundred, seventy-five feet (575.00') to a point; thence South nine degrees, two minutes, thirty seconds West (S 09 -02'

-30" W) a distance of three hundred, ten feet (310.00') to a point in the aforementioned described northern property line of the Borough of Downingtown; thence along said line North eighty degrees, fifty-seven minutes, thirty seconds West (N80-57' -30" W) a distance of six hundred, eight and forty-eight hundredths of a foot (608.48') to the place of beginning. Said parcel contains 4.1879 acres more or less.

Parcel 2

Parcel 2 being a portion of lands now owned by the Davey Paper Co. as recorded in the Recorder of Deeds office of Chester County, Pennsylvania. Said property situate in East Caln Township, Chester County, Pennsylvania, is bordered by lands of the Davey Paper Co. and the Borough of Downingtown and is more fully described to wit: Beginning at a point in the southern property line of the Borough of Downingtown access road said point being North eighty degrees, fifty-seven minutes, thirty seconds W (N 80 -57' -30" W) a distance of five hundred, fifteen and twenty-five hundredths of a foot (515.25') more or less from a point in the centerline of South Brandywine Avenue (U.S. Route 322) and the intersection of the southern property line of the Borough of Downingtown access road the following courses and distances: south nine degrees, two minutes, thirty seconds West (S 09 -02' -30" W) a distance of two hundred, twenty-five and ninety-one hundredths of a foot (225.91') to a point; thence North sixty-six minutes, fifty-seven seconds West (N 66' -57" W)

a distance of six hundred, fifteen and eighty hundredths of a foot (615.80') to a point; thence North nineteen degrees, thirty-one minutes, thirty seconds East (N 19 -31' -30" E) a distance of seventy-eight and fifteen hundredths of a foot (78.15') to a point in the southern property line of the aforementioned access road; thence South eighty degrees, fifty-seven minutes, thirty seconds West (S 80 -57' -30" W) a distance of five hundred, eighty-three and twenty-seven hundredths of a foot (583.27') to the place of beginning. Said parcel contains 2.0639 acres more or less.

Parcel 3

Parcel 3 being a portion of the lands owned by Downingtown Paper Co. as set forth in the Record<sup>(~)</sup> of Deeds office of Chester County, Pennsylvania. Said property situate in East Caln Township, Chester County, Pennsylvania, is bordered by lands of Downingtown Paper Co. and the Borough of Downingtown and is more fully described to wit: Beginning at a point in the northern property line of the Borough of Downingtown, said point being the western terminus of said northern property line the following courses and distances to wit: North thirty-six degrees, fifty-three minutes East (N 36 -53' E) a distance of sixty-seven and eighty-five hundredths (67.85') of a foot to a point; thence South eighty degrees, fifty-seven minutes, thirty seconds East (S 80 -57' -30" E) a distance of ninety-seven and ninety-three hundredths of a foot (97.93') to a point in the

western right-of-way line of the "Downingtown Interceptor Sewer" thence along said line South fourteen degrees, six minutes, fifty-three seconds East (S 14 -06' -53" E) a distance of sixty-five and thirty-six hundredths of a foot (65.36') to a point in the northern property line of the Borough of Downingtown; thence along said property line North eighty degrees, fifty-seven minutes, thirty seconds West (N 80 -57' -30" W) a distance of one hundred, fifty-five and twenty-eight hundredths of a foot (155.28') to the place of beginning. Said parcel contains 0.17439 acres more or less.

Parcel 4

ALL THAT CERTAIN parcel or tract of ground with the buildings and improvements thereon erected, hereditaments and appurtenances, situate in the Township of East Caln, Chester County, Pennsylvania, bounded and described in accordance with and as shown on a certain Plan #1414, Sheet #2, entitled "Plot Plan, D.W.P.C.C." prepared by A.W. Martin Associates, Inc., Consulting Engineers, King of Prussia, Pennsylvania for the Borough of Downingtown, dated January 23, 1967 and last revised October 26, 1967, as follows, to wit:

BEGINNING at a point in Brandywine Avenue, said point being a corner common to this property and lands now or late of the Davy Paper Company; thence from said point of beginning leaving said Brandywine Avenue and along land of said Davy Company the following 5 courses and distances: (1) North 80 degrees 57 minutes 30 seconds

West, 1090.52 feet to a point: (2) South 19 degrees 31 minutes 30 seconds West, 78.15 feet to a point; (3) South 66 degrees 57 minutes 00 seconds East, 615.00 feet to a point; (4) South 33 degrees 35 minutes 00 seconds West, 183.68 feet to a point and (5) South 11 degrees 34 minutes 00 seconds West, 220.24 feet to a point said point being corner common to this property and of said Davy Paper Company and also in a line of land of the Pennsylvania Railroad Company, thence from said point along said common line the following 3 courses and distances: (1) North 69 degrees 32 minutes 40 seconds West, 200.78 feet to a point (2) North 61 degrees 30 minutes 00 seconds West, 637.60 feet to a point and (3) North 53 degrees 07 minutes 00 seconds West, 249.91 feet to a point being a corner common to this property and lands now or late of the Downingtown Paper Company, thence leaving said line of the Pennsylvania Railroad Company and along said land of Downingtown Paper Company the following 4 courses and distances: (1) North 36 degrees 53 minutes 00 seconds East, 331.16 feet to a point; (2) South 80 degrees 57 minutes 30 seconds East, 1020.00 feet to a point; (3) South 90 degrees 02 minutes 30 seconds East, 20.00 feet to a point; and (4) South 80 degrees 57 minutes 30 seconds East, 449.14 feet to a point in Brandywine Avenue, thence along Brandywine Avenue South 11 degrees 29 minutes 30 seconds West, 30.03 feet to a point being the aforementioned point and place of beginning.

CONTAINING 10.40 acres of land more or less. Included in the taking are all buildings, improvements and fixtures and the title taken by the condemnor is in fee simple.

The name of the owner of the property interest condemned by the taking, as reasonably known to the condemnor, is:

Downingtown Paper Company, subsidiary of Sonoco Products Company of Hartsville, South Carolina.

BEING part of the same premises which East Caln Realty Company by Indenture bearing date the 27th date of November, A.D., 1967 and recorded in the Office of the Recorder of Deeds, in and for the County of Chester, in Deed Book X-37 page 256 &c., granted and conveyed unto Downingtown Paper Company (Downingtown Paper Company has since merged with Sonoco Products Company), in fee.

BEING Registry Parcel #40-3-9.2

AND WHEREAS, by Condemnation proceeding had in the Court of Common Pleas of Chester County, Number 321, Jury of View Term 1968, the Borough of Downingtown has acquired the premises above-described including the improvements, for all public purposes as set forth in the Act in the manner provided therein, said proceedings having been recorded in the Office for the Recording of Deeds, in and for the County of Chester in Miscl. Deed Book 180 page 136.

EXHIBIT F

DETERMINATION OF PERCENTAGES OF UPGRADING AND EXPANSION  
FOR ALLOCATION OF BASE SERVICE FEE

The following procedures shall be used to determine the upgrading percentage and the expansion percentage for use in allocating the Base Service Fee as stipulated in Section 6.03 of the Agreement:

1. The main components of the treatment plant expansion and upgrading and the total cost of each component shall be listed.
2. The total cost of each component shall be allocated, in whole or in part, to the upgrading of the present 4.0 million gallon per day (mgd) capacity and to the 3.0 mgd expansion.
3. A rational method shall be used to allocate the cost, in a manner similar to that set forth in a letter dated November 11, 1984 from Engineering Management, Inc., attached.
4. In allocating costs, the following exceptions will be made, having been previously accepted by the parties to the Agreement:
  - a. The costs of the influent raw waste pumping station, the equalization tanks, and site grading shall be allocated 50 percent to upgrade and 50 percent to expansion.
  - b. Yard piping, instrumentation, electrical work, and mechanical work shall be the last construction costs allocated and shall be allocated in proportion to the total costs of all previous components of the plant.
5. All other Project costs, including legal fees, engineering, financing, etc. shall be allocated in proportion to the total construction costs allocated to upgrading and to expansion.
6. The total Project cost related to upgrading and the total Project cost related to expansion shall each be divided by the total project cost to determine the upgrading percentage and the expansion percentage.

Borough of Downingtown

RE: 101/011

Page 4

November 21, 1984

- d. Item 20, Other Miscellaneous Items, are essentially as I show them revolving between the upgrade and expansion. The biggest individual items are b, c, and d regarding the mill race. These items would only be required to be accomplished if we went to the expansion as we could construct the other necessary facilities on the other side of the mill race for upgrade only. It should be pointed out that there is every likelihood that the mill race will be closed and then these systems will be dropped.


The site paving is split almost 50-50 and the fence and gate are split as is required by the additional expansion. The return flow meter pit and flag pole relocation are items that are strictly related to either upgrade or expansion. Painting is divided based on the interior of the tanks that must be painted. Seeding, when you remove the large areas that are not required for expansion, is in the proper proportion. Adjustments have been made on site demolition and miscellaneous piping in accordance with the 4/7-3/7 split.

- e. Item 19 - Yard Piping, Item 21 - Instrumentation, and Item 22 - Electrical, have been prorated based on the total construction cost of the other twenty items. The upgrade portion of all other construction costs is 40.8% and the expense is 59.2%. These three items have been distributed according to those same percentages. As best we can determine, without a very detailed breakdown, this is a reasonable cost splitting.
- f. The Engineering and Contingency Costs were split on the same percentages as the items mentioned above in e. The overall total estimated costs therefore are as shown in the percentages of 42% for upgrade and 58% for expansion.

If you have any questions, please contact me at your convenience.

Very truly yours,

ENGINEERING MANAGEMENT, INC.

  
David N. Immendorf, P.E.  
President

DNI/jr

cc: All Township Engineers and Managers

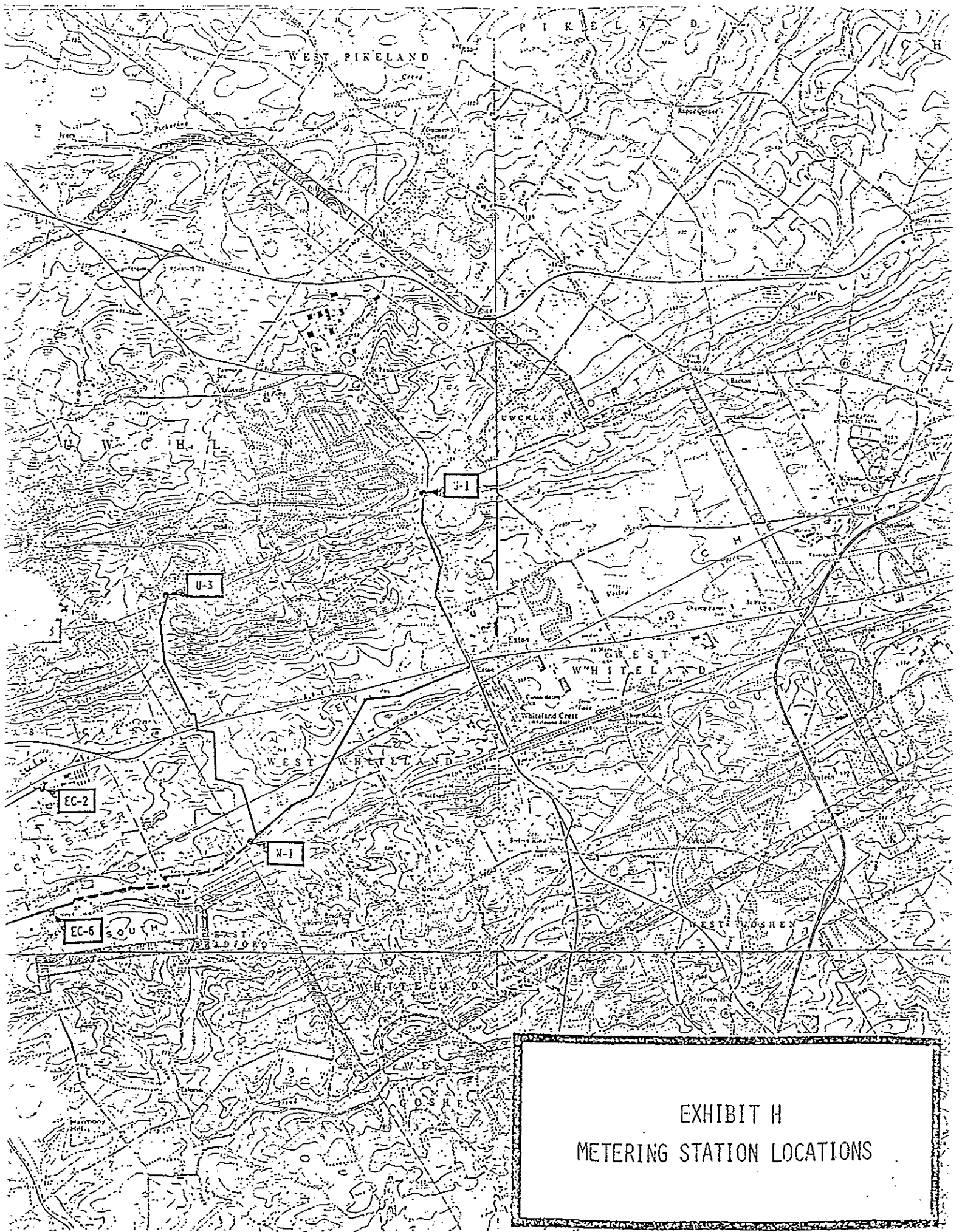
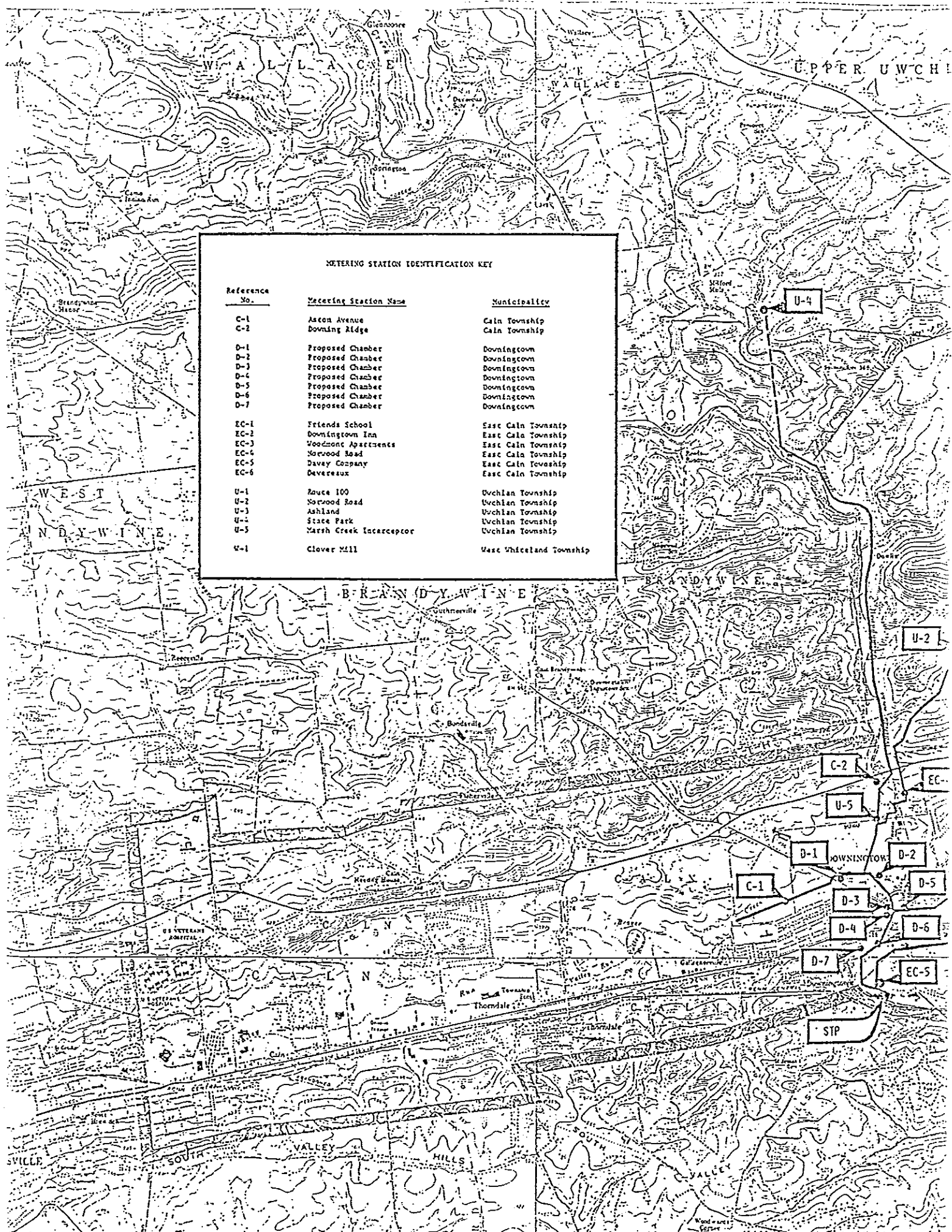


EXHIBIT H  
METERING STATION LOCATIONS



METERING STATION IDENTIFICATION KEY

Reference No.	Metering Station Name	Municipality
C-1	Aston Avenue	Cain Township
C-2	Downing Ridge	Cain Township
D-1	Proposed Chamber	Downingtoun
D-2	Proposed Chamber	Downingtoun
D-3	Proposed Chamber	Downingtoun
D-4	Proposed Chamber	Downingtoun
D-5	Proposed Chamber	Downingtoun
D-6	Proposed Chamber	Downingtoun
D-7	Proposed Chamber	Downingtoun
EC-1	Friends School	East Cain Township
EC-2	Downingtoun Inn	East Cain Township
EC-3	Woodmont Apartments	East Cain Township
EC-4	Norwood Road	East Cain Township
EC-5	Davey Company	East Cain Township
EC-6	Deveresus	East Cain Township
U-1	Rauce 100	Uchlian Township
U-2	Norwood Road	Uchlian Township
U-3	Ashland	Uchlian Township
U-4	State Park	Uchlian Township
U-5	Marsh Creek Interceptor	Uchlian Township
U-1	Clover Mill	West Whiteland Township

EXHIBIT I

East Caln Township (East Caln) and West Whiteland Township (West Whiteland) are and have been engaged in certain litigation and disputes wherein East Caln has asserted that West Whiteland has exceeded its assigned sewage-treatment allocation in the Downingtown Regional Water Pollution Control Center (DRWPCC). East Caln has further asserted that such over use is tantamount to a usurpation of East Caln's assigned capacity resulting in exposure to East Caln if it is unable to accommodate development within the township to the extent of its allocation in the DRWPCC (as presently constituted or as upgraded and expanded as contemplated). Accordingly, West Whiteland agrees to indemnify and save harmless East Caln against any and all actions, claims, demands, losses, damages, costs and expenses (including the payment of expert and reasonable attorneys' fees and costs) of any nature whatsoever, including actions in equity or otherwise which result in an order to supply sewage treatment capacity to any claimant (in which event West Whiteland shall comply with such order), resulting from any such claim or exposure. West Whiteland shall have the right to participate in the defense of any such claim or lawsuit (either as an intervenor or as a party defendant), and East Caln shall cooperate and consult with West Whiteland concerning the progress of any such claim or suit, and shall not settle any such claim or suit without West Whiteland's approval (which shall not be unreasonably withheld). East Caln represents to West Whiteland that, as of date hereof, it is not aware and has no knowledge of any pending or threatened claims of the nature contemplated by this paragraph, noting, however, that East Caln does know of several real estate development plans in various stages which, to be approved and completed, will require effluent treatment by the DRWPCC (as presently constituted or as upgraded and expanded as contemplated).



<b>DATE 02/20/2026</b>	<b>CHECK #730</b>		<b>20260211</b>
GENERAL FUND		\$	432.43
SEWER FUND		\$	48.05
<b>SUBTOTAL</b>		\$	<b>480.48</b>
<b>DATE 02/25/2026</b>	<b>CHECK # 70626 TO #70640</b>		<b>260225PY</b>
GENERAL FUND		\$	141,898.40
SEWER FUND		\$	22,557.64
SEWER CONSTRUCTION FUND		\$	18,149.65
PUBLIC SERVICE FUND		\$	168,005.16
TECHNOLOGY FUND		\$	14,009.89
<b>SUBTOTAL</b>		\$	<b>364,620.74</b>
<b>DATE 02/25/2026</b>	<b>CHECK # 70641 TO #70699</b>		<b>20260225</b>
GENERAL FUND		\$	59,070.72
SEWER FUND		\$	15,502.77
SOLID WASTE FUND		\$	7,372.67
LIQUID FUELS FUND		\$	40,273.25
PUBLIC SERVICE FUND		\$	9,422.25
TECHNOLOGY FUND		\$	63,667.59
<b>SUBTOTAL</b>		\$	<b>195,309.25</b>
<b>TOTAL</b>		\$	<b>560,410.47</b>

**APPROVED BY THE BOARD OF SUPERVISORS**

DATE

BRIAN DUNN

RAJESH KUMBHARDARE

LIBBY MADARASZ

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
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CHECK DATE: 02/19/2026											
1 INVOICES						480.48					

\*\* END OF REPORT - Generated by Caroline Partridge \*\*

VENDOR INVOICE LIST

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249362		09/21/2025	109487	260225PY	70627	6,684.00	6,684.00	12/31/2025	INV PD	CMPS	R
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249874		10/26/2025	109488	260225PY	70627	4,602.90	4,602.90	12/31/2025	INV PD	CMPS	R
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250550		11/23/2025	109492	260225PY	70627	2,967.00	2,967.00	12/31/2025	INV PD	CMPS	R
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						18,149.65					
576 KEYSTONE FIRE PROTECTION CO.											
7467110		11/19/2025	109426	260225PY	70632	1,079.50	1,079.50	12/31/2025	INV PD	2025	-
CHECK DATE: 02/25/2026											
7663671		12/31/2025	109427	260225PY	70632	292.26	292.26	12/31/2025	INV PD	2025	F
CHECK DATE: 02/25/2026											
						1,371.76					
595 LANGUAGE LINE SERVICES											
11847081		12/10/2025	109442	260225PY	70634	143.90	143.90	12/31/2025	INV PD	LANGUA	
CHECK DATE: 02/25/2026											
695 NATIONAL MEDICAL SERVICES											
1295698		11/30/2025	109659	260225PY	70636	2,447.00	2,447.00	12/31/2025	INV PD	DUI	B1
CHECK DATE: 02/25/2026											
864 REMINGTON & VERNICK ENGINEERS INC											
PA152135T001-3		10/28/2025	109531	260225PY	70638	3,575.00	3,575.00	12/31/2025	INV PD	SEWER	
CHECK DATE: 02/25/2026											
PA152135T001-5		12/28/2025	109484	260225PY	70638	80.00	80.00	12/31/2025	INV PD	2025	S
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PCWNT015-11		12/28/2025	109532	260225PY	70638	1,803.75	1,803.75	12/31/2025	INV PD	CMPS	
CHECK DATE: 02/25/2026											
PCWNT015-9		10/28/2025	109482	260225PY	70638	805.00	805.00	12/31/2025	INV PD	GENERA	
CHECK DATE: 02/25/2026											

VENDOR INVOICE LIST

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981 MERIPLEX SOLUTIONS LLC						6,263.75						
189888		08/07/2025	109642	260225PY	70635	1,174.99	1,174.99		12/31/2025	INV PD	ON	SIT
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206840		10/27/2025	109632	260225PY	70635	12,834.90	12,834.90		12/31/2025	INV PD	MONTHL	
CHECK DATE: 02/25/2026												
1111 WEAVER MULCH LLC						14,009.89						
659168		11/10/2025	109428	260225PY	70639	36.00	36.00		12/31/2025	INV PD	2025 -	
CHECK DATE: 02/25/2026												
659181		11/10/2025	109429	260225PY	70639	36.00	36.00		12/31/2025	INV PD	2025-	
CHECK DATE: 02/25/2026												
1172 KILKENNY LAW LLC						72.00						
18361		12/01/2025	109413	260225PY	70633	180.00	180.00		12/31/2025	INV PD	690 E.	
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18362		12/01/2025	109619	260225PY	70633	4,968.00	4,968.00		12/31/2025	INV PD	Kilken	
CHECK DATE: 02/25/2026												
18363		12/01/2025	109414	260225PY	70633	54.00	54.00		12/31/2025	INV PD	Ship R	
CHECK DATE: 02/25/2026												
18364		12/01/2025	109620	260225PY	70633	252.00	252.00		12/31/2025	INV PD	Kilken	
CHECK DATE: 02/25/2026												
18366		12/01/2025	109621	260225PY	70633	738.00	738.00		12/31/2025	INV PD	Kilken	
CHECK DATE: 02/25/2026												
18367		12/01/2025	109622	260225PY	70633	2,178.00	2,178.00		12/31/2025	INV PD	Kilken	
CHECK DATE: 02/25/2026												
18368		12/01/2025	109415	260225PY	70633	162.00	162.00		12/31/2025	INV PD	Ashbri	
CHECK DATE: 02/25/2026												
1255 DELAWARE VALLEY HEALTH TRUST						8,532.00						
30483		11/01/2025	109645	260225PY	70628	138,172.16	138,172.16		12/01/2025	INV PD	Delawa	
CHECK DATE: 02/25/2026												
1653 PATTERNH IVES LLC												

VENDOR INVOICE LIST

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2502.25-09 - 2 of 2 CHECK DATE: 02/25/2026		10/22/2025	108902	260225PY	70637	1,987.50	1,987.50	11/21/2025	INV	PD	Review
2502.25-10 - 1 of 2 CHECK DATE: 02/25/2026		11/14/2025	108903	260225PY	70637	675.00	675.00	12/14/2025	INV	PD	Review
2502.25-11 - 2 of 2 CHECK DATE: 02/25/2026		12/11/2025	108908	260225PY	70637	450.00	450.00	01/10/2026	INV	PD	Review
1675 GRIDLESS POWER						4,237.50					
119804 CHECK DATE: 02/25/2026		12/12/2025	109542	260225PY	70629	2,131.97	2,131.97	12/31/2025	INV	PD	2025-
1724 BOWMAN CONSULTING											
534941 CHECK DATE: 02/25/2026		12/31/2025	109485	260225PY	70626	935.00	935.00	12/31/2025	INV	PD	2025 -
1766 Interactive Data LLC											
IN1019599 CHECK DATE: 02/25/2026		12/31/2025	109548	260225PY	70630	149.00	149.00	12/31/2025	INV	PD	2025 o
1794 JVI Group Inc											
APPLICATION #1 250200 CHECK DATE: 02/25/2026		11/25/2025	109653	260225PY	70631	49,762.81	49,762.81	02/25/2026	INV	PD	Saint
APPLICATION #2 250200 CHECK DATE: 02/25/2026		12/31/2025	109654	260225PY	70631	96,242.35	96,242.35	02/25/2026	INV	PD	Saint
1797 wetland Studies						146,005.16					
9000136089 CHECK DATE: 02/25/2026		10/10/2025	109557	260225PY	70640	3,600.00	3,600.00	12/31/2025	INV	PD	Miller
9000136090 CHECK DATE: 02/25/2026		10/10/2025	109555	260225PY	70640	2,150.00	2,150.00	12/31/2025	INV	PD	Exton
9000147748 CHECK DATE: 02/25/2026		11/07/2025	109558	260225PY	70640	6,400.00	6,400.00	12/31/2025	INV	PD	Miller
9000163385 CHECK DATE: 02/25/2026		12/12/2025	109556	260225PY	70640	9,850.00	9,850.00	12/31/2025	INV	PD	Exton

VENDOR INVOICE LIST

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37 INVOICES						364,620.74					

\*\* END OF REPORT - Generated by Caroline Partridge \*\*

VENDOR INVOICE LIST

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2 10 8 EMERGENCY VEHICLE SERVICE LLC											
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CHECK DATE: 02/25/2026											
3 21ST CENTURY MEDIA PHILLY CLUSTER											
2790892-2790868		02/11/2026	109508	20260225	70642	259.01	259.01	02/25/2026	INV	PD	Public
CHECK DATE: 02/25/2026											
86 AQUA PENNSYLVANIA, INC.											
1487531 0415059 2602		02/13/2026	109581	20260225	70645	263.89	263.89	02/25/2026	INV	PD	101 Co
CHECK DATE: 02/25/2026											
1487531 0624930 2602		02/13/2026	109589	20260225	70645	292.01	292.01	02/25/2026	INV	PD	101 CO
CHECK DATE: 02/25/2026											
300138 0300138 2602		02/16/2026	109585	20260225	70645	141.33	141.33	02/25/2026	INV	PD	GMPS 1
CHECK DATE: 02/25/2026											
310963 1515908 2602		02/13/2026	109588	20260225	70645	420.40	420.40	02/25/2026	INV	PD	121 VA
CHECK DATE: 02/25/2026											
310963 1515910 2602		02/16/2026	109584	20260225	70645	453.45	453.45	02/25/2026	INV	PD	121 VA
CHECK DATE: 02/25/2026											
310964 1482832 2602		02/16/2026	109582	20260225	70645	137.09	137.09	02/25/2026	INV	PD	71 W B
CHECK DATE: 02/25/2026											
310964 1485725 2602		02/13/2026	109587	20260225	70645	189.03	189.03	02/25/2026	INV	PD	EXTON
CHECK DATE: 02/25/2026											
						1,897.20					
92 ASAP HYD EXTON LLC											
4037147		02/13/2026	109583	20260225	70646	167.53	167.53	03/13/2026	INV	PD	Hose a
CHECK DATE: 02/25/2026											
106 BAIRD & RUDOLPH TIRE COMPANY INC											
267065		02/04/2026	109348	20260225	70647	32.90	32.90	02/25/2026	INV	PD	valve
CHECK DATE: 02/25/2026											
267113	260038	02/06/2026	109420	20260225	70647	2,576.00	2,576.00	02/25/2026	INV	PD	4 New
CHECK DATE: 02/25/2026											
						2,608.90					
152 BRANDYWINE COACH WORKS INC											

VENDOR INVOICE LIST

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RO#63355		12/11/2025	109437	20260225	70649	1,265.60	1,265.60	02/25/2026	INV	PD		REPAIR
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RO#63630		02/06/2026	109417	20260225	70649	3,798.11	3,798.11	02/25/2026	INV	PD		repair
CHECK DATE:	02/25/2026											
						5,063.71						
170 C & N AUTOMOTIVE INC												
34035		02/04/2026	109360	20260225	70650	26.65	26.65	02/25/2026	INV	PD		Emissi
CHECK DATE:	02/25/2026											
34063		02/09/2026	109440	20260225	70650	28.25	28.25	02/25/2026	INV	PD		Emissi
CHECK DATE:	02/25/2026											
						54.90						
194 CHEMICAL EQUIPMENT LABS OF DE.												
7133931	260005	01/13/2026	109449	20260225	70651	1,462.54	1,462.54	02/25/2026	INV	PD		2026 R
CHECK DATE:	02/25/2026											
7133932	260005	01/13/2026	109450	20260225	70651	1,621.96	1,621.96	02/13/2026	INV	PD		2026 R
CHECK DATE:	02/25/2026											
7133933	260005	01/12/2026	109441	20260225	70651	1,691.71	1,691.71	02/25/2026	INV	PD		2026 R
CHECK DATE:	02/25/2026											
7133934	260005	01/12/2026	109443	20260225	70651	1,725.16	1,725.16	02/25/2026	INV	PD		2026 R
CHECK DATE:	02/25/2026											
7133936	260005	01/15/2026	109451	20260225	70651	1,508.80	1,508.80	02/25/2026	INV	PD		2026 R
CHECK DATE:	02/25/2026											
7133937	260005	01/14/2026	109444	20260225	70651	1,464.68	1,464.68	02/14/2026	INV	PD		2026 R
CHECK DATE:	02/25/2026											
7133938	260005	01/14/2026	109445	20260225	70651	1,505.25	1,505.25	02/25/2026	INV	PD		2026 R
CHECK DATE:	02/25/2026											
7133939	260005	01/14/2026	109446	20260225	70651	1,508.80	1,508.80	02/25/2026	INV	PD		2026 R
CHECK DATE:	02/25/2026											
7134735	260005	01/23/2026	109452	20260225	70651	1,479.62	1,479.62	02/25/2026	INV	PD		2026 R
CHECK DATE:	02/25/2026											
7134736	260005	01/23/2026	109453	20260225	70651	1,483.18	1,483.18	02/25/2026	INV	PD		2026 R
CHECK DATE:	02/25/2026											
7134740	260005	01/23/2026	109454	20260225	70651	1,428.38	1,428.38	02/25/2026	INV	PD		2026 R
CHECK DATE:	02/25/2026											
7134741	260005	01/23/2026	109455	20260225	70651	1,446.89	1,446.89	02/25/2026	INV	PD		2026 R

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:	02/25/2026										
7134742	260005	01/23/2026	109456	20260225	70651	1,444.04	1,444.04	02/25/2026	INV PD	2026	R
CHECK DATE:	02/25/2026										
7134743	260005	01/23/2026	109457	20260225	70651	1,536.56	1,536.56	02/25/2026	INV PD	2026	R
CHECK DATE:	02/25/2026										
7134745	260005	01/23/2026	109458	20260225	70651	1,474.64	1,474.64	02/25/2026	INV PD	2026	R
CHECK DATE:	02/25/2026										
7134746	260005	01/23/2026	109459	20260225	70651	1,433.36	1,433.36	02/25/2026	INV PD	2026	R
CHECK DATE:	02/25/2026										
7135622	260005	01/23/2026	109460	20260225	70651	1,661.82	1,661.82	02/25/2026	INV PD	2026	R
CHECK DATE:	02/25/2026										
7135624	260005	02/03/2026	109334	20260225	70651	1,668.22	1,668.22	02/25/2026	INV PD	2026	R
CHECK DATE:	02/25/2026										
7135625	260005	01/23/2026	109461	20260225	70651	1,635.49	1,635.49	02/25/2026	INV PD	2026	R
CHECK DATE:	02/25/2026										
7135629	260005	01/23/2026	109462	20260225	70651	1,599.19	1,599.19	02/25/2026	INV PD	2026	R
CHECK DATE:	02/25/2026										
7135630	260005	01/23/2026	109463	20260225	70651	1,476.07	1,476.07	02/25/2026	INV PD	2026	R
CHECK DATE:	02/25/2026										
7135631	260005	01/23/2026	109466	20260225	70651	1,575.70	1,575.70	02/25/2026	INV PD	2026	R
CHECK DATE:	02/25/2026										
7135632	260005	01/23/2026	109467	20260225	70651	1,639.05	1,639.05	02/25/2026	INV PD	2026	R
CHECK DATE:	02/25/2026										
7135633	260005	01/23/2026	109468	20260225	70651	1,616.98	1,616.98	02/25/2026	INV PD	2026	R
CHECK DATE:	02/25/2026										
7135634	260005	01/23/2026	109469	20260225	70651	1,530.16	1,530.16	02/25/2026	INV PD	2026	R
CHECK DATE:	02/25/2026										
205 CHESTER COUNTY SOLID WASTE AUTHORITY						38,618.25					
77632		02/10/2026	109475	20260225	70652	4,023.94	4,023.94	02/25/2026	INV PD	TIPPIN	
CHECK DATE:	02/25/2026										
77700		02/15/2026	109604	20260225	70652	3,257.68	3,257.68	02/25/2026	INV PD	TIPPIN	
CHECK DATE:	02/25/2026										
217 CIVIC PLUS						7,281.62					

## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
355459		02/10/2026	109625	20260225	70653	8,208.34	8,208.34	02/25/2026	INV	PD	ANNUAL
CHECK DATE: 02/25/2026											
320 NAPA											
361645		01/30/2026	109422	20260225	70676	13.50	13.50	02/25/2026	INV	PD	BLISTE
CHECK DATE: 02/25/2026											
362501		02/03/2026	109361	20260225	70676	564.50	564.50	02/25/2026	INV	PD	DEF F1
CHECK DATE: 02/25/2026											
362 ESRI											
900175142		01/13/2026	109525	20260225	70657	30,200.00	30,200.00	02/25/2026	INV	PD	ESRI G
CHECK DATE: 02/25/2026											
392 FOLEY RENTS											
Inv739031		02/03/2026	109624	20260225	70659	4,321.80	4,321.80	02/13/2026	INV	PD	Rental
CHECK DATE: 02/25/2026											
395 FRED BEANS FORD											
21157N		02/11/2026	109544	20260225	70660	167.24	167.24	02/25/2026	INV	PD	Tire P
CHECK DATE: 02/25/2026											
402 G.L. SAYRE											
01P99685		02/12/2026	109559	20260225	70661	78.06	78.06	03/12/2026	INV	PD	U Bolt
CHECK DATE: 02/25/2026											
410 GAWTHROP GREENWOOD											
222087341		02/05/2026	109606	20260225	70663	120.00	120.00	02/25/2026	INV	PD	ZHB So
CHECK DATE: 02/25/2026											
222087342		02/05/2026	109607	20260225	70663	520.00	520.00	02/25/2026	INV	PD	ZHB So
CHECK DATE: 02/25/2026											
222087346		02/05/2026	109608	20260225	70663	4,710.00	4,710.00	02/25/2026	INV	PD	ZHB So
CHECK DATE: 02/25/2026											
222087348		02/05/2026	109610	20260225	70663	1,040.00	1,040.00	02/25/2026	INV	PD	ZHB So
CHECK DATE: 02/25/2026											
222087349		02/05/2026	109611	20260225	70663	200.00	200.00	02/25/2026	INV	PD	ZHB So
CHECK DATE: 02/25/2026											

## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
222087350		02/05/2026	109612	20260225	70663	380.00		380.00	02/25/2026	INV	PD	ZHB So
CHECK DATE: 02/25/2026												
222087351		02/05/2026	109613	20260225	70663	680.00		680.00	02/25/2026	INV	PD	ZHB so
CHECK DATE: 02/25/2026												
429 GLOCK INC						7,650.00						
TRP/100224408		02/11/2026	109550	20260225	70664	300.00		300.00	02/25/2026	INV	PD	Glock
CHECK DATE: 02/25/2026												
445 GRAINGER												
9768921380		01/13/2026	109434	20260225	70665	344.40		344.40	02/25/2026	INV	PD	Light
CHECK DATE: 02/25/2026												
450 GREATAMERICA FINANCIAL SVCS.												
41260726		02/10/2026	109547	20260225	70666	135.00		135.00	02/25/2026	INV	PD	COPIER
CHECK DATE: 02/25/2026												
458 GUTH LABORATORIES INC												
2671092-IN		02/11/2026	109539	20260225	70667	272.84		272.84	02/25/2026	INV	PD	POLICE
CHECK DATE: 02/25/2026												
464 HA WEIGAND INC												
126917	260047	01/05/2026	109530	20260225	70668	1,806.00		1,806.00	02/05/2026	INV	PD	Street
CHECK DATE: 02/25/2026												
572 Kendall Electric												
S116460162.001		02/06/2026	109432	20260225	70671	321.94		321.94	02/25/2026	INV	PD	AC/DC
CHECK DATE: 02/25/2026												
576 KEYSTONE FIRE PROTECTION CO.												
7678461		01/15/2026	109529	20260225	70672	1,397.00		1,397.00	02/15/2026	INV	PD	2026 F
CHECK DATE: 02/25/2026												
618 LITTLE'S OF DOWNINGTOWN												
03-1238668		02/02/2026	109332	20260225	70674	53.31		53.31	02/25/2026	INV	PD	Carb.
CHECK DATE: 02/25/2026												

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
662 MCMAHON ASSOCIATES INC											
540388		01/31/2026	109614	20260225	70675	1,018.75	1,018.75	02/25/2026	INV PD	296	Bo
CHECK DATE: 02/25/2026											
695 NATIONAL MEDICAL SERVICES											
1300766		01/31/2026	109567	20260225	70677	530.00	530.00	02/25/2026	INV PD		DUID/D
CHECK DATE: 02/25/2026											
697 THE HOMER GROUP											
260146		02/10/2026	109473	20260225	70691	910.50	910.50	02/25/2026	INV PD		PRINTI
CHECK DATE: 02/25/2026											
744 PA CHIEFS OF POLICE ASSOC.											
23270		02/08/2026	109562	20260225	70684	150.00	150.00	02/25/2026	INV PD		PLEAC
CHECK DATE: 02/25/2026											
765 PECO ENGERY COMPANY											
0111340100 2602		02/12/2026	109568	20260225	70681	5,899.88	5,899.88	02/25/2026	INV PD		GMPS -
CHECK DATE: 02/25/2026											
119255800 2602		02/11/2026	109571	20260225	70681	679.28	679.28	02/25/2026	INV PD		BOOT R
CHECK DATE: 02/25/2026											
2273030100 2602		02/11/2026	109572	20260225	70681	457.23	457.23	02/25/2026	INV PD		MVPS -
CHECK DATE: 02/25/2026											
2473368111 2602		02/11/2026	109573	20260225	70681	2,381.30	2,381.30	02/25/2026	INV PD		RT 100
CHECK DATE: 02/25/2026											
7915762000 2602		02/11/2026	109574	20260225	70681	59.49	59.49	02/25/2026	INV PD		SOUTHE
CHECK DATE: 02/25/2026											
8043143000 2602		02/11/2026	109575	20260225	70681	2,038.33	2,038.33	02/25/2026	INV PD		CMPS G
CHECK DATE: 02/25/2026											
8382241222 2602		02/11/2026	109576	20260225	70681	147.32	147.32	02/25/2026	INV PD		STREET
CHECK DATE: 02/25/2026											
9170384000 2602		02/11/2026	109578	20260225	70681	38.57	38.57	02/25/2026	INV PD		CANTON
CHECK DATE: 02/25/2026											
						11,701.40					
766 PECO ENERGYGAS											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
2951886000	2602	02/10/2026	109591	20260225	70680	1,651.80	1,651.80	02/25/2026	INV	PD	222 N
CHECK DATE: 02/25/2026											
3646683000	2602	02/10/2026	109594	20260225	70680	113.48	113.48	02/25/2026	INV	PD	COUNTY
CHECK DATE: 02/25/2026											
779 PENNSYLVANIA ONE CALL SYSTEM INC						1,765.28					
1137730		01/31/2026	109511	20260225	70682	351.90	351.90	02/28/2026	INV	PD	PA1Ca1
CHECK DATE: 02/25/2026											
785 Advance Auto Parts											
9916603613599		02/05/2026	109421	20260225	70643	132.43	132.43	02/25/2026	INV	PD	Filter
CHECK DATE: 02/25/2026											
9916604113789		02/10/2026	109516	20260225	70643	51.58	51.58	03/10/2026	INV	PD	Brake
CHECK DATE: 02/25/2026											
9916604213821		02/11/2026	109513	20260225	70643	10.04	10.04	03/11/2026	INV	PD	wiper
CHECK DATE: 02/25/2026											
9916604213822		02/11/2026	109514	20260225	70643	121.70	121.70	03/11/2026	INV	PD	Progra
CHECK DATE: 02/25/2026											
9916604213823		02/11/2026	109515	20260225	70643	62.58	62.58	03/11/2026	INV	PD	wiper
CHECK DATE: 02/25/2026											
9916604213832		02/11/2026	109517	20260225	70643	5.38	5.38	03/11/2026	INV	PD	valve
CHECK DATE: 02/25/2026											
788 PETROLEUM TRADERS CORPORATION						383.71					
2150260		01/12/2026	109438	20260225	70683	223.34	223.34	02/25/2026	INV	PD	Diesel
CHECK DATE: 02/25/2026											
2150261		01/12/2026	109435	20260225	70683	223.46	223.46	02/25/2026	INV	PD	Diesel
CHECK DATE: 02/25/2026											
2150264		01/12/2026	109436	20260225	70683	315.45	315.45	02/25/2026	INV	PD	Diesel
CHECK DATE: 02/25/2026											
2150265		01/12/2026	109439	20260225	70683	994.45	994.45	02/25/2026	INV	PD	Diesel
CHECK DATE: 02/25/2026											
2156003		01/30/2026	109302	20260225	70683	532.00	532.00	02/28/2026	INV	PD	Heatin
CHECK DATE: 02/25/2026											
2159839		02/10/2026	109552	20260225	70683	2,908.29	2,908.29	02/25/2026	INV	PD	Diesel
CHECK DATE: 02/25/2026											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
						5,196.99						
828 PROFESSIONAL ID CARDS INC												
22238		02/13/2026	109561	20260225	70685	25.00		25.00	02/25/2026	INV	PD	New Of
CHECK DATE:		02/25/2026										
855 Ready Refresh												
16B0443932504		02/06/2026	109609	20260225	70686	217.94		217.94	02/25/2026	INV	PD	WATER
CHECK DATE:		02/25/2026										
871 RICHARD COWELL TACTICAL												
I-9942		02/11/2026	109549	20260225	70687	1,096.50		1,096.50	02/25/2026	INV	PD	Custom
CHECK DATE:		02/25/2026										
936 SIGNAL SERVICE INC												
062992		01/14/2026	109331	20260225	70689	390.00		390.00	02/25/2026	INV	PD	Signal
CHECK DATE:		02/25/2026										
063025		01/29/2026	109471	20260225	70689	260.00		260.00	02/25/2026	INV	PD	Traffi
CHECK DATE:		02/25/2026										
063043		02/06/2026	109472	20260225	70689	502.50		502.50	02/25/2026	INV	PD	Traffi
CHECK DATE:		02/25/2026										
063044		02/06/2026	109474	20260225	70689	502.50		502.50	02/25/2026	INV	PD	Traffi
CHECK DATE:		02/25/2026										
						1,655.00						
946 SPOTTS STEVENS & MCCOY INC												
0284142		02/09/2026	109636	20260225	70690	2,502.50		2,502.50	03/11/2026	INV	PD	Ashbri
CHECK DATE:		02/25/2026										
0284154		02/09/2026	109638	20260225	70690	3,130.75		3,130.75	03/11/2026	INV	PD	Exton
CHECK DATE:		02/25/2026										
						5,633.25						
1027 THEURKAUF												
0126-04		01/31/2026	109254	20260225	70692	108.75		108.75	02/25/2026	INV	PD	Valley
CHECK DATE:		02/25/2026										
0126-08		01/31/2026	109258	20260225	70692	326.88		326.88	02/25/2026	INV	PD	Data C
CHECK DATE:		02/25/2026										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
0126-09		01/31/2026	109260	20260225	70692	530.12		530.12	02/25/2026	INV	PD	296 w.
CHECK DATE: 02/25/2026												
0126-11		01/19/2026	109291	20260225	70692	325.25		325.25	02/25/2026	INV	PD	Exton
CHECK DATE: 02/25/2026												
0126-15		01/31/2026	109261	20260225	70692	72.50		72.50	02/25/2026	INV	PD	Colleg
CHECK DATE: 02/25/2026												
1063 TYLER TECHNOLOGIES INC						1,363.50						
045-552223		01/30/2026	109479	20260225	70693	4,850.00		4,850.00	02/25/2026	INV	PD	UTILIT
CHECK DATE: 02/25/2026												
045-552224		01/30/2026	109477	20260225	70693	700.00		700.00	02/25/2026	INV	PD	ENTERP
CHECK DATE: 02/25/2026												
045-552786		02/10/2026	109476	20260225	70693	700.00		700.00	02/25/2026	INV	PD	UB IMP
CHECK DATE: 02/25/2026												
1077 US MUNICIPAL SUPPLY INC						6,250.00						
6234628		11/10/2025	109304	20260225	70694	289.92		289.92	12/10/2025	INV	PD	Hydrau
CHECK DATE: 02/25/2026												
1083 VERIZON												
358197593000179	2602	02/04/2026	109605	20260225	70695	3.44		3.44	02/25/2026	INV	PD	ELEVAT
CHECK DATE: 02/25/2026												
1084 VERIZON COMMUNICATIONS												
957933293000126	2602	02/02/2026	109526	20260225	70696	346.16		346.16	02/25/2026	INV	PD	FIOS T
CHECK DATE: 02/25/2026												
1133 WITMER PUBLIC SAFETY GROUP												
INV820015		02/06/2026	109395	20260225	70698	254.06		254.06	02/25/2026	INV	PD	UNIFOR
CHECK DATE: 02/25/2026												
1160 COMCAST												
8499100870269569	262	02/05/2026	109603	20260225	70654	492.75		492.75	02/25/2026	INV	PD	BUSINE
CHECK DATE: 02/25/2026												
1197 Bill Manetta												

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
Bill Manetta 2326 CHECK DATE: 02/25/2026		02/03/2026	109335	20260225	70648	192.86	192.86	02/25/2026	INV	PD	Reimbu
1206 LEE BENSON											
020326LB CHECK DATE: 02/25/2026		02/03/2026	109580	20260225	70673	95.00	95.00	02/25/2026	INV	PD	REIMBU
02132026 CHECK DATE: 02/25/2026		02/08/2026	109563	20260225	70673	100.00	100.00	02/25/2026	INV	PD	REIMBU
1222 WEST GOSHEN TOWNSHIP											
WWPDC12026 CHECK DATE: 02/25/2026	260043	01/09/2026	109341	20260225	70697	3,848.02	3,848.02	02/25/2026	INV	PD	Annual
1228 Amazon Capital Services Inc.											
14GV-1XGN-3JTW CHECK DATE: 02/25/2026		02/10/2026	109554	20260225	70644	958.28	958.28	03/10/2026	INV	PD	Misc I
14VM-6P71-376W CHECK DATE: 02/25/2026		02/10/2026	109536	20260225	70644	35.53	35.53	02/25/2026	INV	PD	MECHAN
173J-Q6QV-1CGH CHECK DATE: 02/25/2026		02/10/2026	109523	20260225	70644	352.96	352.96	02/25/2026	INV	PD	Variou
1FWT-HLNK-1G6D CHECK DATE: 02/25/2026		02/10/2026	109527	20260225	70644	887.68	887.68	02/25/2026	INV	PD	Firear
1PMJ-LVX9-1P4T CHECK DATE: 02/25/2026		02/10/2026	109524	20260225	70644	278.58	278.58	02/25/2026	INV	PD	Variou
1TWH-3QH6-1NHT CHECK DATE: 02/25/2026		02/10/2026	109535	20260225	70644	135.82	135.82	02/25/2026	INV	PD	AMAZON
1WXN-C4PW-1G91 CHECK DATE: 02/25/2026		02/10/2026	109534	20260225	70644	123.75	123.75	02/25/2026	INV	PD	AMAZON
1282 CRIMEWATCH TECHNOLOGIES INC											
INV-2375 CHECK DATE: 02/25/2026	260032	02/04/2026	109340	20260225	70655	6,035.88	6,035.88	02/25/2026	INV	PD	Budget
1319 JADE I REESE											
2-13-2026		02/13/2026	109615	20260225	70670	1,280.50	1,280.50	02/25/2026	INV	PD	Court

## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:	02/25/2026										
February 2026		02/04/2026	109363	20260225	70670	748.00	748.00	02/25/2026	INV PD	ZHB	tr
CHECK DATE:	02/25/2026										
						2,028.50					
1462 YSM LANDSCAPE ARCHITECTS											
YSM 8435		02/04/2026	109465	20260225	70699	6,291.50	6,291.50	02/10/2026	INV PD	Exton	
CHECK DATE:	02/25/2026										
1514 GATEWAY ENGINEERS											
373197		01/22/2026	109543	20260225	70662	6,123.00	6,123.00	02/21/2026	INV PD	WWT	Mo
CHECK DATE:	02/25/2026										
373198		01/22/2026	109545	20260225	70662	4,725.25	4,725.25	02/21/2026	INV PD	WWT	-
CHECK DATE:	02/25/2026										
374340		02/12/2026	109635	20260225	70662	8,026.00	8,026.00	03/14/2026	INV PD	Traistr	
CHECK DATE:	02/25/2026										
						18,874.25					
1551 FBI-LEEDA											
72622973-26		02/08/2026	109564	20260225	70658	50.00	50.00	02/25/2026	INV PD	FBI-LE	
CHECK DATE:	02/25/2026										
73651292-26		02/11/2026	109538	20260225	70658	50.00	50.00	02/25/2026	INV PD	2026 M	
CHECK DATE:	02/25/2026										
						100.00					
1671 NATIONAL RECREATION AND PARK ASSOCIATION											
338440		02/18/2026	109648	20260225	70678	70.00	70.00	02/19/2026	INV PD	Renewa	
CHECK DATE:	02/25/2026										
1707 Pavion Corp											
PSE-PSI-42564 CMPS		01/30/2026	109448	20260225	70679	1,182.66	1,182.66	02/28/2026	INV PD	CMPS A	
CHECK DATE:	02/25/2026										
1766 Interactive Data LLC											
INV1036411		01/31/2026	109537	20260225	70669	158.00	158.00	02/25/2026	INV PD	IDI	CO
CHECK DATE:	02/25/2026										
1788 E.O. HABHEGGER Co											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
651909		02/13/2026	109586	20260225	70656	90.02	90.02	02/25/2026	INV	PD	Printe
CHECK DATE: 02/25/2026											
1798 Shank Door LLC											
499366		02/06/2026	109626	20260225	70688	1,255.00	1,255.00	03/06/2026	INV	PD	Emerge
CHECK DATE: 02/25/2026											
139 INVOICES						195,309.25					

\*\* END OF REPORT - Generated by Caroline Partridge \*\*



# MEMORANDUM

**TO:** Board of Supervisors  
**FROM:** John R. Weller, AICP  
Director of Planning & Zoning  
**SUBJECT:** **2025 Annual Report of the Planning & Zoning Department**  
**DATE:** February 20, 2026

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## **Recommended Motion**

None.

## **Background**

Section 207 of Pennsylvania Act 247, the Municipalities Planning Code, requires that municipal planning commissions provide a written annual report of their activities to the municipal governing body by March 1. The attached report is being provided to fulfil this requirement, but we have expanded it to be a report on all activities of the Planning & Zoning Department, not just the Planning Commission.

As this is only a report to the Board, no Board action is required. Following tonight's meeting, Staff will add this document to the Planning & Zoning page of the Township website.

## **Attachment**

1. Department of Planning & Zoning, 2025 Annual Report.

BOS MMO's - Miscellaneous\2026\260220 - P&Z annual rept



TOWNSHIP of WESTWHITELAND  
DEPARTMENT of PLANNING & ZONING

John R. Weller, AICP, *Director*  
Patrick Gorman, AICP, *Township Planner*



## 2025 ANNUAL REPORT

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### SUMMARY of ACTIVITY

The Township granted final approval to seven plans in 2025, as more fully described on page 4, resulting in a total of 325 new dwelling units. Non-residential projects included a commercial use, an addition to Exton Elementary school, and improvements to Exton Park.

There were fewer applications to the Planning Commission than in 2023 and 2024, but the number of applications to the Zoning Hearing Board remained high. Significant development projects included:

- The approval of the **Valley Creek Homes** active adult community on a 100-acre tract along Swedesford Rd. abutting East Whiteland Township. This one project accounted for nearly all of the residential development approved in 2025: with 96 single-family homes, 98 twins, and 123 townhouse units, the community will provide a total of 317 new dwelling units. The project includes a community center with a swimming pool and features the renovation of the historic Pickwick mansion, although the mansion lot will be sold separately and not included as part of the active adult community. Following approval, the project was acquired by Toll Brothers and was re-named Regency at Valley Creek.
- **ARD Exton Square, LLC**, a subsidiary of Abrams Realty and Development of Elkins Park, submitted a Master Plan for the redevelopment of the Exton Square shopping center in February. The Plan was reviewed by the Planning and Historical Commissions over a course of several months, with public meetings in March, July, August, and September. The final version of the Plan proposed a mixed-use town center with 718 residential units (both apartments and townhouses); new office and retail spaces, including a variety of restaurants; and public gathering areas. The Boscov's department store was to remain in its current location, and Main Line Health would be relocated to a new stand-alone building. The public hearing for the plan opened on September 24 and concluded on October 22. At the conclusion of the hearing, the Board voted unanimously to deny approval of the plan.
- On May 28, the Board granted final plan approval for a variety of improvements to **Exton Park**, including a 100-space parking lot with access from Church Farm La., a multi-modal trail, public restrooms, an outdoor performance space, and various recreational improvements, including a playground and courts for basketball, pickle ball, and tennis.

- On February 12, the Board approved an **amendment to the Town Center (TC) district** regulations in §325-13 of the Zoning Ordinance. Most significantly, the amendment limited residential density to six dwelling units per acre, based upon gross acreage of the tract being developed; the amendment also limited residential development in the district to apartment units only, and specifically allowed apartments in mixed-use buildings, but not on the ground floor. The long-standing provisions for life care and personal care facilities were specifically preserved.

We continued collaborating with Justin Smiley, Director of Capital and Special Projects, on updating the Township Comprehensive Plan. After the public survey concluded in 2025, the Comprehensive Plan Task Force and staff began developing the draft plan and held monthly meetings to review sections with the Task Force. In addition, an open public meeting was conducted to review the survey results. Work on the Plan continued into 2026, and we anticipate that it will be adopted in the late spring or early summer of 2026.

**PLANNING COMMISSION**

The Planning Commission met sixteen times in 2025. At their January 14 meeting, they elected Anita Nardone as Chair and Denise Jones as Vice-Chair. Andy Wright resigned from the Commission in November, and Ms. Nardone left the Commission at the end of the year. There were no new appointments to the Commission during 2025; Dan Cote, Denise Jones, Virginia Kerlake, and Todd Rouse served on the Commission for the entire year.

In 2025, the Planning Commission reviewed eleven applications: one conditional use application, one master plan application, six land development plans, and three sketch plans.

The chart below lists all projects reviewed by the Planning Commission in 2025 in alphabetical order. In the “Status” column, “Approved” indicates the date when the Commission passed a motion to recommend to the Board of Supervisors that the application or plan be approved, not the final action of the Board. The Commission did not recommend denial of any plans. Sketch plans are not considered official submissions but are provided for informal discussion; they are neither approved nor denied, so the chart shows only review dates.

#	Project Name	Type	Description	Status
1	ARD Exton Square, LLC	Master Plan	Redevelopment of the 75-acre Exton Square shopping mall site as a mixed-use project in a “town center” format, including preservation of the Boscov’s building along with new retail and office uses along with more than 700 dwelling units of various types.	Approved 8/19/25
2	Collegium Charter School - Athletic Fields	Land Development	Outdoor athletic fields, parking areas, and related facilities at 501-559 Clover Mill Rd. First approved in 2023, field changes were found to be sufficiently extensive to warrant a new review.	Under Review
3	Exton Elementary School	Sketch Plan	Replace temporary modular structures with a 4,380 sq.ft. addition to the existing school at 301 Hendricks Ave.	Reviewed 1/14/25
4	Exton Elementary School	Land Development	Same as above	Approved 4/1/25
5	Exton Market Realty	Land Development	Construction of an 18,383 sq.ft. retail building and a 2,913 sq.ft. restaurant with drive-thru service at 222 N. Pottstown Pk.	Under Review

6	Exton Park, Phase II	Land Development	Land development plan for various improvements to the Township-owned portion of Exton Park.	Approved 4/15/25
7	Green Fig Land, LLC	Land Development	Construction of stormwater management facilities at 215 Valley Creek Blvd. to serve an industrial development on the adjacent tract in East Whiteland. First approved in 2024, the East Whiteland portion was revised such that the stormwater facilities required significant revisions, warranting a new review.	Under Review
8	Hoadley Tract (Grove Meadow Developers, LLC)	Subdivision & Land Development	Lot consolidation of 1270-1274 Grove Rd. to create a 9.86-acre lot for subdivision for 8 lots for single-family homes to be served by a new extension of Memory La.	Approved 2/4/25
9	Kirkland Ave. Land Management, LLC	Subdivision & Land Development	Subdivision of 4.4-acre lot at 1375 Kirkland Ave. into 3 lots, one to accommodate the existing single-family dwelling and 2 for one single-family home each.	Approved 9/2/25
10	MacIntyre Subdivision	Sketch Plan	Subdivision of a 5.12-acre lot at 570 Colebrook Rd. using the lot averaging option to create 4 lots: 3 for new single-family homes, and 1 to accommodate the existing house ("Folly Cottage").	Reviewed 12/2/25
11	Mittal & Sons LLC	Sketch Plan	Proposed development of 2.94-acre lot (partially in Uwchlan Twp) at 500 N. Pottstown Pk. with a total of 8 townhouses, 4 in West Whiteland.	Reviewed 2/18/25
12	Shenkin Property (1358 Glen Echo Rd.)	Subdivision & Land Development	Subdivision of a 4-acre lot at 1358 Glen Echo Rd. into 5 lots, one to accommodate an existing dwelling and 4 for development with one single-family home each.	Under Review
13	Weston Property (Weston Partners II)	Conditional Use	Redevelopment of the 53-acre Weston Solutions campus at 1400 Weston Way with 49 new single-family homes using the cluster development option; also adaptive re-use of this historic Morstein Mansion.	Under Review
14	Whitford Mill Properties	Land Development	Construction of a 9,398 sq.ft. warehouse/storage building on a 2.63-acre lot at 411 Clover Mill Rd. in addition to 2 existing light industrial buildings	Under Review

The Commission also discussed the amendment to the Zoning Ordinance described above.

The preceding section is provided in part to meet the reporting requirement of §207(a) of Pennsylvania Act 247, the Municipalities Planning Code.

### HISTORICAL COMMISSION

The Historical Commission met ten times in 2025. At the reorganization meeting on January 13, Joe McCormick was elected Chair and Joshua Anderson was elected Vice-Chair. They, along with members Lee Ann Embrey, Jonathan Martin, and Sara DiPaolo, served on the Commission for the entire year. In January, the Township appointed a new Historic Preservation Consultant, Carol Quigley of Patterhn Ives, to advise the Commission.

The Commission advises the Board of Supervisors and the Zoning Hearing Board regarding subdivisions, land developments, conditional use applications, and variance applications involving properties that include or are within 300 feet of an identified historical resource. The Com-

mission also reviews applications for building, demolition, signs, and zoning permits for historic resources.

On October 27, the Commission recognized the 2023 and 2024 recipients of the Historic Preservation Awards for outstanding preservation and rehabilitation of historic resources:

- The 2023 awardee was the Autun mansion at Meadowcourt (Site No. 055.01), which is now a two-family residence owned by Mark and Susan Umile.
- The 2024 awardee was Colfelt House/John Bell Farm (Site No. 322.01), which is now the Cross Gables Estate special event venue owned by Joe and Theresa Conahan.

This event was also significant because it marked the 10th year of the awards.

### **BOARD OF SUPERVISORS - PLANNING ACTIVITY**

The Board of Supervisors has the authority to approve subdivision and land development plans and conditional use applications. The Board is advised by the Planning and Historical Commissions, various consultants, and Township staff. In 2025, the Board approved seven plans for subdivision and/or land development and denied one master plan application; there were no conditional use applications before the Board.

The following chart, in alphabetical order, lists all plans and applications considered by the Board in 2025. The “type” column indicates how the project was approved.

#	Project Name	Type	Description	Status
1	302-304 Commerce Dr.	Subdivision	Consolidation of 2 lots into one; no improvements proposed.	Approved 7/9/25
2	ARD Exton Square, LLC	Master Plan	Redevelopment of the 75-acre Exton Square shopping mall site as a mixed-use project in a “town center” format, including preservation of the Boscov’s building along with new retail and office uses along with more than 700 dwelling units of various types.	Denied 10/22/25
3	Exton Elementary School	Land Development	Replace temporary modular structures with a 4,380 sq.ft. addition to the existing school at 301 Hendricks Ave.	Approved 7/9/25
4	Exton Park, Phase II	Land Development	Land development plan for various improvements to the Township-owned portion of Exton Park.	Approved 5/28/25
5	Exton Pro Realty, LLC (Fred Beans Auto)	Land Development	Construction of a 9,600 sq. ft. addition to an existing building and a new 22,000 sq.ft. building for servicing automobiles and trucks at 206 S. Whitford Rd.	Approved 2/12/25
6	Hoadley Tract (Grove Meadow Developers, LLC)	Subdivision & Land Development	Lot consolidation of 1270-1274 Grove Rd. and re-subdivision for 8 lots for single-family homes to be served by a new extension of Memory La.	Approved 12/10/25
7	Kirkland Ave. Land Management, LLC	Subdivision & Land Development	Subdivision of 4.4-acre lot at 1375 Kirkland Ave. into 3 lots, one to accommodate the existing single-family dwelling and 2 for one single-family home each.	Approved 9/10/25
8	Valley Creek Homes	Land Development	Construction of an age-restricted, active adult community with up to 317 dwelling units of different types and various amenities at 301-305 Church Farm La.	Approved 3/26/25

## ZONING

The Zoning Hearing Board met fourteen times in 2025: twelve times for hearings and twice for special meetings. At their reorganization meeting on January 30, they re-elected Paul Clery as Chair and Guy McCandless as Vice-Chair. Mr. Clery and Mr. McCandless served for the full year, but Board member Libby Madarasz resigned from the at the end of the year, when she was appointed to the Board of Supervisors. Her position remained vacant for the remainder of the year. The official meeting time was moved from 7 p.m. to 6:30 p.m.

There were 21 applications to the Zoning Hearing Board for variance relief and one challenge to the validity of the Zoning Ordinance; there were no appeals from the determination of the Zoning Officer.

#	Applicant Name	Zoning District	Description	Status
1	Jay & Sheena Ahlmer	R-2, Residential	Relief from the impervious cover limit and steep slope regulations to allow a swimming pool and patio.	Approved 3/10/25
2	ARD Exton Square, LLC	TC, Town Center	Validity challenge to §323-13.C, §325-13.E(5)(d), and §325-13.E(5)(e) of the Zoning Ordinance.	Under Review
3	Anthony & Sylvan Pools	R-1, Residential	Relief from the impervious cover limit to allow a swimming pool.	Approved 5/29/25
4	Boy Scouts of America / KC Sign Co.	I-1, Industrial	Relief to allow the erection of a free-standing sign that includes an LED panel and exceeds the limits on sign height and sign area.	Approved 5/29/245
5	Caldwell & Brown Engineers / AQUA PA	R-3, Residential	Relief to allow construction within a FEMA-designated special flood hazard area.	Under Review
6	Eve DelSoldo	R-1, Residential	Relief from the limits on impervious and building cover, and from the minimum rear yard setback to allow a swimming pool, patio, and cabana.	Approved 4/25/24
7	Brian & Kristin Dunlap	R-1, Residential	Relief from the limits on impervious and building cover to allow a gazebo and patio, and from the minimum setback requirement to accommodate a new accessory structure.	Approved 11/20/225
8	Exton Market Realty	TC, Town Center	Relief from the impervious cover limit and other design standards to allow the construction of two commercial buildings; also relief to allow construction within a FEMA-designated special flood hazard area.	Approved 4/24/25
9	Stephen Ferrell	R-1, Residential	Relief from the minimum front yard setback and the limit on impervious cover to accommodate an addition to a dwelling.	Withdrawn
10	Kyle Freas	R-1, Residential	Relief from the limit on impervious cover to allow a swimming pool and patio	Approved 2/27/25
11	Kim Froio	R-1, Residential	Relief from the minimum side yard setback to allow a shed.	Approved 5/29/25
12	Orlando Hankins	R-1, Residential	Relief from the limit on building cover and the minimum front yard setback to allow additions to an existing dwelling.	Approved 9/29/25

13	Michelle Hertzog	R-1, Residential	Relief from the limits on impervious and building cover to allow an addition to an existing dwelling.	Approved 6/26/25
14	King Industrial Inc.	I-1, Industrial	Relief to allow the erection of a free-standing sign larger than the permitted maximum size in a rear yard.	Approved 8/26/25
15	Laborers' District Council of Metropolitan Philadelphia	O/R, Office Residential	Relief from size and height limits, location restrictions, and floodplain controls to allow a new freestanding sign.	Approved 1/30/25
16	Mittal & Sons, LLC	R-1, Residential & NC, Neighborhood Commercial	Use variance along with relief from the limits on impervious and building cover and building height; from the rear yard setback requirement; and to allow construction on steep slopes to accommodate the construction of 4 townhouse units.	Denied 6/26/25
17	Mittal & Sons LLC	R-1, Residential & NC, Neighborhood Commercial	Relief from the minimum lot size requirement and the limit on impervious cover to allow the construction of a single-family home on a new non-conforming lot.	Under Review
18	Betty Moore	R-1, Residential	Relief from the limits on impervious and building cover to allow an addition to an existing house on a non-conforming lot.	Approved 11/20/25
19	Rise Up	TC, Town Center	Use variance and relief from the height limit to allow a wireless communication facility taller than 120 ft.	Denied 2/27/25
20	Sammons	R-1, Residential	Relief from the limits on impervious and building cover, and from the minimum front and side yard setback requirements to allow the replacement of an existing deck with a larger deck and patio.	Approved 9/25/25
21	Sethi / Blue Haven Pools	R-1, Residential	Relief from the impervious cover limit and the minimum lot line setback to allow the construction of a pool and patio.	Under Review
22	Gaurang Shah	R-3, Residential	Relief from the limits on impervious and building cover and from the minimum rear yard setback to allow the replacement of an existing deck with a larger deck and patio.	Approved 12/17/25

### STAFF and TRAINING

Staff participated in a variety of conferences, webinars, and workshops during 2025, some of which provided credits needed to maintain AICP certification.

- Mr. Weller virtually attended a webinar presented by the Federal Emergency Management Agency (FEMA), “Audit Ready: Navigating Floodplain Audit Compliance,” on January 8.
- Mr. Weller attended the Western Main Line Greenway Workshop sponsored by The Bicycle Coalition. (Haverford / March 7)
- Mr. Gorman and Mr. Weller attended the Spring Breakfast Briefing on regional passenger rail initiatives in Chester County, presented by the Transportation Management Association of Chester County (TMACC). (Malvern / March 17)
- Mr. Gorman and Mr. Weller both attended the Penn State Leadership Course. (Exton / various dates, beginning March 18 and ending May 29)

- Mr. Weller attended the annual National Planning Conference of the American Planning Association (APA). (Denver, CO / March 29 - April 1)
- Mr. Gorman and Mr. Weller attended the TMACC Breakfast Briefing, “Where We Live, How We Move.” (Malvern / June 16)
- Mr. Gorman attended a presentation by the Philadelphia Business Journal, “Town Centers of Tomorrow.” (Uwchlan Twp. / September 16)
- Mr. Gorman and Mr. Weller attended the annual conference of the Pennsylvania Chapter of APA. (Harrisburg / October 12 - 13)
- Mr. Weller attended the Fall Planners Forum hosted by the Chester County Planning Commission. (Chester Springs / October 28)
- Mr. Weller was a speaker at the November breakfast meeting of the Chester County Commercial Industrial Investment Council. (Exton / November 19)

BALANCE SHEET FOR 2026 1

FUND: 01 General Fund			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>				
01101010	0001	Trust	-1,234,948.21	4,277,720.45
01101010	0002	American Rescue Plan Fund	.00	106,269.41
01101010	0075	ICS Public Funds Money Market	17,875.87	5,375,782.43
01101010	0100	PLGIT Prime	10,882.07	3,373,949.64
01101010	0109	PLGIT Account	.00	.06
01101010	0110	Petty Cash	.00	700.00
01106010	1447	Inventory	.00	3,596.61
01107010	1451	Reimbursable Profession Fee	.00	-152,957.32
01107010	1453	EZ Pass Account	176.25	681.30
01109010	1455	Prepaid Expenses	.00	162,634.00
01133010	0144	Due From Solid Waste	.00	500,000.00
01133010	0147	Due From Post Retirement Med	.00	-57,358.00
01147010	1450	Accounts Receivable	44,466.60	508,228.99
01147010	1454	Other Receivable	.00	88,575.54
01148010	1460	Taxes Receivable	.00	1,863,213.00
01417010	1451	Reimbursable Profession Fee	-61,248.33	-117,785.98
<b>TOTAL ASSETS</b>			<b>-1,222,795.75</b>	<b>15,933,250.13</b>
<b>LIABILITIES</b>				
01	1010	Accounts Payable	359,234.64	-186,816.81
01204010	1280	Reimbursable Escrow	.00	-243,292.91
01204010	1285	Meeting Rm Security Deposit	.00	-5,000.00
01204020	1204	Deferred Revenue	.00	-20,000.00
01204020	1207	FSA Payable	-750.00	-750.00
01204020	1209	Payroll Payable	.00	-117,502.76
01254010	1204	Unearned Revenue	.00	245,500.20
<b>TOTAL LIABILITIES</b>			<b>358,484.64</b>	<b>-327,862.28</b>
<b>FUND BALANCE</b>				
01	2000	Fund Balance	.00	-16,379,402.44
01	2030	Reserve For Encumbrances	-153,320.04	-156,597.99
01	2040	Encumbrance Control	153,320.04	156,597.99
01	2050	Expenditure Control	1,552,143.24	1,552,143.24
01	2060	Revenue Control	-687,832.13	-687,832.13
<b>TOTAL FUND BALANCE</b>			<b>864,311.11</b>	<b>-15,515,091.33</b>
<b>TOTAL LIABILITIES + FUND BALANCE</b>			<b>1,222,795.75</b>	<b>-15,842,953.61</b>

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West Whiteland Township  
2026 YTD - GENERAL FUND

PAGE 1  
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FROM 2026 01 TO 2026 01

ACCOUNTS FOR: 01 General Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<b>3000 Real Estate Taxes</b>							
01302010 7001 Tax Lien	-40,000	0	-40,000	-2,007.78	.00	-37,992.22	5.0%
01302010 7101 Real Estate Taxes	-3,797,000	0	-3,797,000	-1,078.59	.00	-3,795,921.41	.0%
01303010 8586 Payment Lieu Of Taxes	-22,753	0	-22,753	.00	.00	-22,753.00	.0%
TOTAL Real Estate Taxes	-3,859,753	0	-3,859,753	-3,086.37	.00	-3,856,666.63	.1%
<b>3100 Act 511 Taxes</b>							
01312010 7300 Real Estate Transfer Tax	-900,000	0	-900,000	.00	.00	-900,000.00	.0%
01312020 7450 Local Services Tax	-880,000	0	-880,000	-36,700.32	.00	-843,299.68	4.2%
01313010 7400 Earned Income Tax-Current	-8,736,000	0	-8,736,000	-365,725.72	.00	-8,370,274.28	4.2%
TOTAL Act 511 Taxes	-10,516,000	0	-10,516,000	-402,426.04	.00	-10,113,573.96	3.8%
<b>3210 Licenses &amp; Permits</b>							
01322010 7820 Street Opening Permits	-5,000	0	-5,000	.00	.00	-5,000.00	.0%
01322010 9409 PA Training Fee	-1,500	0	-1,500	-162.00	.00	-1,338.00	10.8%
01322010 9410 Building Permits	-1,100,000	0	-1,100,000	-242,835.86	.00	-857,164.14	22.1%
01322010 9435 Fire/Rental Prevention Inspe	-10,000	0	-10,000	-1,300.00	.00	-8,700.00	13.0%
01322010 9445 Stormwater Mgt Permit	-10,000	0	-10,000	.00	.00	-10,000.00	.0%
01322020 8112 Alarm Permit	-1,000	0	-1,000	-600.00	.00	-400.00	60.0%

02/20/2026  
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West Whiteland Township  
2026 YTD - GENERAL FUND

PAGE 2  
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FROM 2026 01 TO 2026 01

ACCOUNTS FOR: 01 General Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01323010 7610 Transient Retailers	-1,200	0	-1,200	.00	.00	-1,200.00	.0%
01323020 8590 Cable TV Franchise Fee	-340,000	0	-340,000	.00	.00	-340,000.00	.0%
TOTAL Licenses & Permits	-1,468,700	0	-1,468,700	-244,897.86	.00	-1,223,802.14	16.7%
<b>3410 Interest</b>							
01342010 8510 Interest	-550,000	0	-550,000	-28,757.94	.00	-521,242.06	5.2%
TOTAL Interest	-550,000	0	-550,000	-28,757.94	.00	-521,242.06	5.2%
<b>3520 Violations</b>							
01352010 8110 Vehicle Code Violation	-50,000	0	-50,000	-2,480.77	.00	-47,519.23	5.0%
01352010 8111 Parking Tickets	0	0	0	-25.00	.00	25.00	.0%
01352010 8112 False Alarm	-15,000	0	-15,000	-2,640.00	.00	-12,360.00	17.6%
01352010 8120 Violations of Ord.Statues	-20,000	0	-20,000	.00	.00	-20,000.00	.0%
TOTAL Violations	-85,000	0	-85,000	-5,145.77	.00	-79,854.23	6.1%
<b>3540 Intergovernmental Revenue</b>							
01352020 8350 Federal/State/County Grants	-20,000	0	-20,000	.00	.00	-20,000.00	.0%
01352020 8530 Public Utility Realty Tax	-10,000	0	-10,000	.00	.00	-10,000.00	.0%
01352020 8550 Liquor License Fees	-6,800	0	-6,800	.00	.00	-6,800.00	.0%
01352030 8542 Fire Relief - Act 205	-204,417	0	-204,417	.00	.00	-204,417.00	.0%

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FROM 2026 01 TO 2026 01

ACCOUNTS FOR: 01 General Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01352030 8575 Act 205 Pension	-593,245	0	-593,245	.00	.00	-593,244.53	.0%
TOTAL Intergovernmental Revenue	-834,462	0	-834,462	.00	.00	-834,461.53	.0%
<b>3610 Program Revenues</b>							
01363040 9300 Land Development	-3,000	0	-3,000	.00	.00	-3,000.00	.0%
01363040 9340 Zoning Hearing Board	-5,000	0	-5,000	-900.00	.00	-4,100.00	18.0%
01363040 9455 Planner Fee	-15,000	0	-15,000	.00	.00	-15,000.00	.0%
TOTAL Program Revenues	-23,000	0	-23,000	-900.00	.00	-22,100.00	3.9%
<b>3620 Miscellaneous</b>							
01361010 9155 Reimbursable overtime	-10,000	0	-10,000	.00	.00	-10,000.00	.0%
01362010 9360 Police Accident Reports	-9,000	0	-9,000	-60.00	.00	-8,940.00	.7%
01363010 7910 Transfer	-100,000	0	-100,000	.00	.00	-100,000.00	.0%
01363020 9150 Insurance Refunds	-20,000	0	-20,000	.00	.00	-20,000.00	.0%
01363020 9460 Miscellaneous Revenue	-10,000	0	-10,000	-418.15	.00	-9,581.85	4.2%
TOTAL Miscellaneous	-149,000	0	-149,000	-478.15	.00	-148,521.85	.3%
<b>3670 Parks &amp; Recreation Revenue</b>							
01363030 9202 Rental Fees	-90,000	0	-90,000	-2,140.00	.00	-87,860.00	2.4%
TOTAL Parks & Recreation Revenue	-90,000	0	-90,000	-2,140.00	.00	-87,860.00	2.4%

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ACCOUNTS FOR:  
01 General Fund

ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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4010 Legislative/Executive

01401010 3002 Pension Contribution	23,665	0	23,665	.00	.00	23,665.00	.0%
01401010 3003 Workers' Compensation	610	0	610	473.87	.00	136.13	77.7%
01401010 3110 Salaries	480,000	0	480,000	43,677.49	.00	436,322.51	9.1%
01401010 3111 Supervisors Salaries	17,955	0	17,955	.00	.00	17,955.00	.0%
01401010 3119 Incentive	10,000	0	10,000	.00	.00	10,000.00	.0%
01401010 3153 Long Term Disability	940	0	940	.00	.00	940.00	.0%
01401010 3156 Health Insurance	134,000	0	134,000	19,840.00	.00	114,160.00	14.8%
01401010 3158 Life Insurance	1,898	0	1,898	.00	.00	1,898.00	.0%
01401010 3183 Overtime	1,000	0	1,000	16.07	.00	983.93	1.6%
01401030 3210 Office Supplies	5,000	0	5,000	27.97	.00	4,972.03	.6%
01401030 3245 General Supplies	1,000	0	1,000	.00	.00	1,000.00	.0%
01401030 3340 Communications	35,000	0	35,000	.00	.00	35,000.00	.0%
01401030 3380 Unemployment	13,500	0	13,500	.00	.00	13,500.00	.0%
01401030 3420 Dues	8,000	0	8,000	620.00	.00	7,380.00	7.8%
01401030 3422 Training/Seminar/Schools	25,000	0	25,000	.00	.00	25,000.00	.0%
01401030 3424 Meeting Expenses	5,000	0	5,000	.00	.00	5,000.00	.0%
01401030 3708 IT Maintenance	10,000	0	10,000	.00	.00	10,000.00	.0%
01401070 3314 Solicitors	75,000	0	75,000	.00	.00	75,000.00	.0%
01401070 3450 Contracted Services	42,500	0	42,500	.00	.00	42,500.00	.0%

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FROM 2026 01 TO 2026 01

ACCOUNTS FOR: 01 General Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01401080 3361 Utilities	600	0	600	.00	.00	600.00	.0%
01402010 3351 Property Insurance	5,700	0	5,700	.00	.00	5,700.00	.0%
01402010 3352 Liability Insurance	7,550	0	7,550	3,308.00	.00	4,242.00	43.8%
01402030 3548 Donation-Chester County Libr	20,000	0	20,000	20,000.00	.00	.00	100.0%
01403010 3531 Transfer To Technology Fund	54,913	0	54,913	.00	.00	54,913.00	.0%
01403010 3555 Transfer To Public Service	937,756	0	937,756	.00	.00	937,756.03	.0%
TOTAL Legislative/Executive	1,916,587	0	1,916,587	87,963.40	.00	1,828,623.63	4.6%
<b>4050 Finance</b>							
01401020 3002 Pension Contribution	9,435	0	9,435	.00	.00	9,435.00	.0%
01401020 3003 Workers' Compensation	140	0	140	27.74	.00	112.26	19.8%
01401020 3110 Salaries	311,000	0	311,000	26,350.38	.00	284,649.62	8.5%
01401020 3153 Long Term Disability	1,100	0	1,100	.00	.00	1,100.00	.0%
01401020 3156 Health Insurance	71,000	0	71,000	5,120.00	.00	65,880.00	7.2%
01401020 3158 Life Insurance	2,000	0	2,000	.00	.00	2,000.00	.0%
01401020 3183 Overtime	2,000	0	2,000	.00	.00	2,000.00	.0%
01401040 3420 Dues	1,250	0	1,250	.00	.00	1,250.00	.0%
01401040 3422 Training/Seminar/Schools	5,000	0	5,000	.00	.00	5,000.00	.0%
01401040 3424 Meeting Expenses	1,000	0	1,000	.00	.00	1,000.00	.0%
01401040 3708 IT Maintenance	31,100	0	31,100	.00	.00	31,100.00	.0%
01401060 3311 Auditing Services	27,100	0	27,100	.00	.00	27,100.00	.0%

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FROM 2026 01 TO 2026 01

ACCOUNTS FOR: 01 General Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01401060 3450 Contracted Services	140,000	0	140,000	6,631.64	.00	133,368.36	4.7%
01402020 3351 Property Insurance	3,700	0	3,700	.00	.00	3,700.00	.0%
01402020 3352 Liability Insurance	6,600	0	6,600	1,934.00	.00	4,666.00	29.3%
01403020 3531 Transfer To Technology Fund	44,939	0	44,939	.00	.00	44,939.00	.0%
01404010 3807 Investment & Bank Expenses	5,000	0	5,000	.00	.00	5,000.00	.0%
<b>TOTAL Finance</b>	<b>662,364</b>	<b>0</b>	<b>662,364</b>	<b>40,063.76</b>	<b>.00</b>	<b>622,300.24</b>	<b>6.0%</b>
<b>4092 Municipal Bldg</b>							
01401050 3232 Diesel	1,000	0	1,000	.00	.00	1,000.00	.0%
01401050 3245 General Supplies	20,000	0	20,000	227.91	13,007.75	6,764.34	66.2%
01401050 3364 Sewer Fees	14,000	0	14,000	.00	.00	14,000.00	.0%
01401050 3365 Solid waste	12,000	0	12,000	.00	.00	12,000.00	.0%
01401050 3384 Equipment Rental	500	0	500	.00	.00	500.00	.0%
01401100 3361 Utilities	128,000	0	128,000	256.13	.00	127,743.87	.2%
01401110 3450 Contracted Services	100,000	0	100,000	2,986.52	10,690.41	86,323.07	13.7%
01401110 3451 Contracted Services-Hvac	25,000	0	25,000	848.00	3,874.28	20,277.72	18.9%
01403030 3553 Capital Transfers	50,000	0	50,000	.00	.00	50,000.00	.0%
<b>TOTAL Municipal Bldg</b>	<b>350,500</b>	<b>0</b>	<b>350,500</b>	<b>4,318.56</b>	<b>27,572.44</b>	<b>318,609.00</b>	<b>9.1%</b>
<b>4100 Police Department</b>							
01411010 3002 Pension Contribution	660,074	0	660,074	.00	.00	660,074.00	.0%

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ACCOUNTS FOR: 01 General Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01411010 3003 Workers' Compensation	142,000	0	142,000	41,878.04	.00	100,121.96	29.5%
01411010 3110 Salaries	4,900,000	0	4,900,000	354,655.46	.00	4,545,344.54	7.2%
01411010 3153 Long Term Disability	10,600	0	10,600	.00	.00	10,600.00	.0%
01411010 3156 Health Insurance	1,330,000	0	1,330,000	55,751.92	.00	1,274,248.08	4.2%
01411010 3158 Life Insurance	19,500	0	19,500	.00	.00	19,500.00	.0%
01411010 3183 Overtime	130,000	0	130,000	16,720.10	.00	113,279.90	12.9%
01411050 3191 Uniform Maintenance	12,000	0	12,000	.00	.00	12,000.00	.0%
01411050 3192 Physical Examinations	3,000	0	3,000	2,331.16	.00	668.84	77.7%
01411050 3196 New Hire Expenses	10,000	0	10,000	.00	2,534.68	7,465.32	25.3%
01411050 3213 Equipment	42,750	0	42,750	10,160.20	8,206.34	24,383.46	43.0%
01411050 3216 West Chester Area ERT	10,750	0	10,750	5,000.00	2,018.60	3,731.40	65.3%
01411050 3231 Gasoline	50,000	0	50,000	.00	.00	50,000.00	.0%
01411050 3238 Uniforms	18,500	0	18,500	.00	.00	18,500.00	.0%
01411050 3245 General Supplies	10,250	0	10,250	287.11	.00	9,962.89	2.8%
01411050 3340 Communications	1,000	0	1,000	.00	.00	1,000.00	.0%
01411050 3374 Equipment Repairs	9,000	0	9,000	.00	3,637.25	5,362.75	40.4%
01411050 3420 Dues	2,000	0	2,000	150.00	.00	1,850.00	7.5%
01411050 3422 Training/Seminar/Schools	33,900	0	33,900	850.00	4,700.00	28,350.00	16.4%
01411050 3453 Equipment Maintenance	1,900	0	1,900	.00	.00	1,900.00	.0%
01411050 3490 Fleet Allocation	95,500	0	95,500	.00	.00	95,500.00	.0%
01411050 3708 IT Maintenance	114,612	0	114,612	29,502.10	29,116.67	55,993.23	51.1%

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ACCOUNTS FOR: 01 General Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01411100 3314 Solicitors	5,000	0	5,000	.00	.00	5,000.00	.0%
01411100 3450 Contracted Services	59,000	0	59,000	4,515.00	17,220.00	37,265.00	36.8%
01411120 3361 Utilities	6,000	0	6,000	.00	.00	6,000.00	.0%
01412010 3351 Property Insurance	83,000	0	83,000	.00	.00	83,000.00	.0%
01412010 3352 Liability Insurance	79,600	0	79,600	.00	.00	79,600.00	.0%
01413010 3531 Transfer To Technology Fund	298,520	0	298,520	.00	.00	298,520.00	.0%
01413010 3552 Transfer To Equipment Repl	496,000	0	496,000	.00	.00	496,000.00	.0%
TOTAL Police Department	8,634,456	0	8,634,456	521,801.09	67,433.54	8,045,221.37	6.8%
<b>4110 Fire &amp; Ambulance</b>							
01411040 3003 Workers' Compensation	48,000	0	48,000	48,046.00	.00	-46.00	100.1%
01411040 3149 Volunteer Fire	7,200	0	7,200	100.00	.00	7,100.00	1.4%
01411080 3501 Twp Contribution To Fire Co	207,672	0	207,672	210,297.00	.00	-2,625.00	101.3%
01412020 3351 Property Insurance	16,000	0	16,000	.00	.00	16,000.00	.0%
01412020 3352 Liability Insurance	5,600	0	5,600	.00	.00	5,600.00	.0%
01412050 3543 Donation-Good Fellowship Amb	427,500	0	427,500	427,500.00	.00	.00	100.0%
01413040 3550 Transfer To WWFC Equip Repla	250,000	0	250,000	.00	.00	250,000.00	.0%
01414020 3905 Fire Relief - Act 205	214,173	0	214,173	.00	.00	214,172.50	.0%
TOTAL Fire & Ambulance	1,176,145	0	1,176,145	685,943.00	.00	490,201.50	58.3%
<b>4130 Code Administration</b>							
01411020 3002 Pension Contribution	16,190	0	16,190	.00	.00	16,190.00	.0%

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ACCOUNTS FOR: 01 General Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01411020 3003 Workers' Compensation	6,600	0	6,600	1,307.73	.00	5,292.27	19.8%
01411020 3110 Salaries	371,000	0	371,000	29,935.79	.00	341,064.21	8.1%
01411020 3153 Long Term Disability	1,300	0	1,300	.00	.00	1,300.00	.0%
01411020 3156 Health Insurance	93,000	0	93,000	8,000.00	.00	85,000.00	8.6%
01411020 3158 Life Insurance	2,508	0	2,508	.00	.00	2,508.00	.0%
01411060 3201 Electrical Inspect-3Rd Party	150,000	0	150,000	.00	.00	150,000.00	.0%
01411060 3231 Gasoline	600	0	600	.00	.00	600.00	.0%
01411060 3245 General Supplies	4,500	0	4,500	2,969.83	.00	1,530.17	66.0%
01411060 3340 Communications	1,020	0	1,020	.00	.00	1,020.00	.0%
01411060 3366 Hydrant Expenses	150,000	0	150,000	10,620.64	.00	139,379.36	7.1%
01411060 3385 Education-Training Fee	2,000	0	2,000	.00	.00	2,000.00	.0%
01411060 3420 Dues	1,150	0	1,150	.00	.00	1,150.00	.0%
01411060 3422 Training/Seminar/Schools	5,000	0	5,000	.00	.00	5,000.00	.0%
01411060 3490 Fleet Allocation	3,796	0	3,796	.00	.00	3,796.00	.0%
01411060 3708 IT Maintenance	15,000	0	15,000	.00	.00	15,000.00	.0%
01411110 3313 Engineering	8,000	0	8,000	.00	.00	8,000.00	.0%
01411110 3450 Contracted Services	50,000	0	50,000	.00	.00	50,000.00	.0%
01412030 3351 Property Insurance	6,100	0	6,100	.00	.00	6,100.00	.0%
01412030 3352 Liability Insurance	2,800	0	2,800	.00	.00	2,800.00	.0%
01413020 3531 Transfer To Technology Fund	38,520	0	38,520	.00	.00	38,520.00	.0%
01413020 3552 Transfer To Equipment Repl	32,000	0	32,000	.00	.00	32,000.00	.0%

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FROM 2026 01 TO 2026 01

ACCOUNTS FOR: 01 General Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01414010 3807 Investment & Bank Expenses	10,000	0	10,000	1,665.80	.00	8,334.20	16.7%
TOTAL Code Administration	971,084	0	971,084	54,499.79	.00	916,584.21	5.6%
<b>4140 Planning &amp; Zoning</b>							
01411030 3002 Pension Contribution	16,937	0	16,937	.00	.00	16,937.00	.0%
01411030 3003 workers' Compensation	140	0	140	27.74	.00	112.26	19.8%
01411030 3110 salaries	301,000	0	301,000	22,098.37	.00	278,901.63	7.3%
01411030 3125 Zoning Hearing Board Salarie	1,800	0	1,800	.00	.00	1,800.00	.0%
01411030 3153 Long Term Disability	950	0	950	.00	.00	950.00	.0%
01411030 3156 Health Insurance	85,000	0	85,000	10,000.00	.00	75,000.00	11.8%
01411030 3158 Life Insurance	2,000	0	2,000	.00	.00	2,000.00	.0%
01411030 3183 Overtime	500	0	500	83.61	.00	416.39	16.7%
01411030 3759 Historical Projects	5,000	0	5,000	.00	.00	5,000.00	.0%
01411070 3316 Court Reporter	9,000	0	9,000	.00	.00	9,000.00	.0%
01411070 3340 Communications	7,000	0	7,000	.00	.00	7,000.00	.0%
01411070 3420 Dues	4,500	0	4,500	125.00	.00	4,375.00	2.8%
01411070 3422 Training/Seminar/Schools	4,000	0	4,000	.00	.00	4,000.00	.0%
01411070 3708 IT Maintenance	15,000	0	15,000	.00	.00	15,000.00	.0%
01411090 3314 solicitors	60,000	0	60,000	.00	.00	60,000.00	.0%
01411090 3450 Contracted Services	40,000	0	40,000	.00	.00	40,000.00	.0%
01412040 3351 Property Insurance	3,600	0	3,600	.00	.00	3,600.00	.0%

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ACCOUNTS FOR: 01 General Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01412040 3352 Liability Insurance	1,650	0	1,650	.00	.00	1,650.00	.0%
01413030 3531 Transfer To Technology Fund	28,888	0	28,888	.00	.00	28,888.00	.0%
TOTAL Planning & Zoning	586,965	0	586,965	32,334.72	.00	554,630.28	5.5%
<b>4300 Highways</b>							
01431010 3002 Pension Contribution	30,661	0	30,661	.00	.00	30,661.00	.0%
01431010 3003 workers' Compensation	14,900	0	14,900	2,952.30	.00	11,947.70	19.8%
01431010 3110 Salaries	480,000	0	480,000	46,108.58	.00	433,891.42	9.6%
01431010 3153 Long Term Disability	1,800	0	1,800	.00	.00	1,800.00	.0%
01431010 3156 Health Insurance	146,000	0	146,000	16,000.00	.00	130,000.00	11.0%
01431010 3158 Life Insurance	3,500	0	3,500	.00	.00	3,500.00	.0%
01431010 3183 Overtime	25,000	0	25,000	11,653.45	.00	13,346.55	46.6%
01431020 3191 Uniform Maintenance	2,700	0	2,700	.00	.00	2,700.00	.0%
01431020 3192 Physical Examinations	500	0	500	.00	.00	500.00	.0%
01431020 3213 Equipment	500	40,000	40,500	.00	.00	40,500.00	.0%
01431020 3231 Gasoline	3,000	0	3,000	.00	.00	3,000.00	.0%
01431020 3232 Diesel	22,600	0	22,600	.00	.00	22,600.00	.0%
01431020 3245 General Supplies	30,000	-5,000	25,000	1,255.28	40,341.00	-16,596.28	166.4%
01431020 3246 Fleet Maintenance Supplies	35,000	0	35,000	1,511.53	.00	33,488.47	4.3%
01431020 3340 Communications	1,000	0	1,000	.00	.00	1,000.00	.0%
01431020 3384 Equipment Rental	5,000	0	5,000	.00	.00	5,000.00	.0%

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West Whiteland Township  
2026 YTD - GENERAL FUND

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FROM 2026 01 TO 2026 01

ACCOUNTS FOR: 01 General Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01431020 3410 Whitford Village Island	1,000	0	1,000	.00	.00	1,000.00	.0%
01431020 3420 Dues	600	0	600	.00	.00	600.00	.0%
01431020 3422 Training/Seminar/Schools	10,000	0	10,000	.00	.00	10,000.00	.0%
01431020 3455 Contracted Vehicle Maintenan	25,000	0	25,000	.00	2,592.00	22,408.00	10.4%
01431020 3490 Fleet Allocation	60,636	0	60,636	.00	.00	60,636.00	.0%
01431020 3491 Fleet Reimbursement	-190,667	0	-190,667	.00	.00	-190,667.00	.0%
01431020 3668 Drainage	10,000	-3,000	7,000	.00	.00	7,000.00	.0%
01431020 3680 Road&Bridge Resurfacing	12,000	-5,000	7,000	.00	.00	7,000.00	.0%
01431020 3708 IT Maintenance	3,150	0	3,150	.00	.00	3,150.00	.0%
01431030 3313 Engineering	35,000	-24,000	11,000	.00	.00	11,000.00	.0%
01431030 3450 Contracted Services	20,000	0	20,000	360.00	.00	19,640.00	1.8%
01431040 3361 Utilities	25,000	0	25,000	.00	.00	25,000.00	.0%
01432010 3351 Property Insurance	21,000	0	21,000	.00	.00	21,000.00	.0%
01432010 3352 Liability Insurance	7,200	0	7,200	.00	.00	7,200.00	.0%
01433010 3531 Transfer To Technology Fund	77,037	0	77,037	.00	.00	77,037.00	.0%
01433010 3552 Transfer To Equipment Repl	152,000	0	152,000	.00	.00	152,000.00	.0%
<b>TOTAL Highways</b>	<b>1,071,117</b>	<b>3,000</b>	<b>1,074,117</b>	<b>79,841.14</b>	<b>42,933.00</b>	<b>951,342.86</b>	<b>11.4%</b>
<b>4520 Parks &amp; Recreation</b>							
01451010 3002 Pension Contribution	19,868	0	19,868	.00	.00	19,868.00	.0%
01451010 3003 workers' Compensation	13,800	0	13,800	2,734.35	.00	11,065.65	19.8%

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West Whiteland Township  
2026 YTD - GENERAL FUND

FROM 2026 01 TO 2026 01

ACCOUNTS FOR: 01 General Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01451010 3110 Salaries	342,000	0	342,000	26,796.97	.00	315,203.03	7.8%
01451010 3153 Long Term Disability	1,600	0	1,600	.00	.00	1,600.00	.0%
01451010 3156 Health Insurance	109,000	0	109,000	20,000.00	.00	89,000.00	18.3%
01451010 3158 Life Insurance	2,900	0	2,900	.00	.00	2,900.00	.0%
01451010 3183 Overtime	20,000	0	20,000	.00	.00	20,000.00	.0%
01451020 3191 Uniform Maintenance	2,500	0	2,500	.00	.00	2,500.00	.0%
01451020 3231 Gasoline	2,400	0	2,400	.00	.00	2,400.00	.0%
01451020 3232 Diesel	7,200	0	7,200	.00	.00	7,200.00	.0%
01451020 3245 General Supplies	35,000	-3,000	32,000	40.59	.00	31,959.41	.1%
01451020 3340 Communications	500	0	500	.00	.00	500.00	.0%
01451020 3384 Equipment Rental	1,000	0	1,000	.00	.00	1,000.00	.0%
01451020 3420 Dues	900	0	900	.00	.00	900.00	.0%
01451020 3422 Training/Seminar/Schools	2,000	0	2,000	.00	.00	2,000.00	.0%
01451020 3490 Fleet Allocation	11,387	0	11,387	.00	.00	11,387.00	.0%
01451030 3361 Utilities	14,000	0	14,000	143.04	.00	13,856.96	1.0%
01451040 3450 Contracted Services	127,500	0	127,500	1,012.85	15,381.06	111,106.09	12.9%
01452010 3351 Property Insurance	3,400	0	3,400	.00	.00	3,400.00	.0%
01452010 3352 Liability Insurance	1,550	0	1,550	.00	.00	1,550.00	.0%
01453010 3531 Transfer To Technology Fund	48,149	0	48,149	.00	.00	48,149.00	.0%
01453010 3552 Transfer To Equipment Repl	120,000	0	120,000	.00	.00	120,000.00	.0%
01453010 3553 Capital Transfers	50,000	0	50,000	.00	.00	50,000.00	.0%

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West Whiteland Township  
2026 YTD - GENERAL FUND

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FROM 2026 01 TO 2026 01

ACCOUNTS FOR: 01 General Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01454020 3758 Recreation Programs	50,000	0	50,000	16.98	.00	49,983.02	.0%
TOTAL Parks & Recreation	986,654	-3,000	983,654	50,744.78	15,381.06	917,528.16	6.7%
<b>4810 Debt Service</b>							
01483010 3534 Transfer/Debt	1,220,043	0	1,220,043	.00	.00	1,220,043.00	.0%
TOTAL Debt Service	1,220,043	0	1,220,043	.00	.00	1,220,043.00	.0%
TOTAL General Fund	0	0	0	869,678.11	153,320.04	-1,022,998.15	.0%
TOTAL REVENUES	-17,575,915	0	-17,575,915	-687,832.13	.00	-16,888,082.40	
TOTAL EXPENSES	17,575,915	0	17,575,915	1,557,510.24	153,320.04	15,865,084.25	

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West Whiteland Township  
2026 YTD - GENERAL FUND

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FROM 2026 01 TO 2026 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	0	0	0	869,678.11	153,320.04	-1,022,998.15	.0%

REPORT OPTIONS

Sequence 1	Field #	Total	Page Break	From Yr/Per: 2026/ 1
Sequence 2	1	Y	Y	To Yr/Per: 2026/ 1
Sequence 3	2	Y	N	Budget Year: 2026
Sequence 4	0	N	N	Print totals only: N
	0	N	N	Format type: 1

Report title: 2026 YTD - GENERAL FUND  
 Includes accounts exceeding 0% of budget.  
 Print Full or Short description: F  
 Print full GL account: N  
 Sort by full GL account: N  
 Print Revenues-Version headings: N  
 Print revenue as credit: Y  
 Print revenue budgets as zero: N

Double space: Y  
 Suppress zero bal accts: Y  
 Amounts/totals exceed 999 million dollars: N  
 Roll projects to object: N  
 Print journal detail: N  
 From Yr/Per: 2023/ 1  
 To Yr/Per: 2023/ 1  
 Include budget entries: Y  
 Incl encumb/liq entries: Y  
 Sort by JE # or PO #: J  
 Detail format option: 1  
 Multiyear view: D

BALANCE SHEET FOR 2026 1

FUND: 35 Liquid Fuels Fund			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
	35101010 0001	Trust	-38,243.46	1,733,513.61
	TOTAL ASSETS		-38,243.46	1,733,513.61
LIABILITIES				
	35	1010 Accounts Payable	35,308.66	.00
	TOTAL LIABILITIES		35,308.66	.00
FUND BALANCE				
	35	2000 Fund Balance	.00	-1,736,448.22
	35	2030 Reserve For Encumbrances	-105,121.01	-108,055.81
	35	2040 Encumbrance Control	105,121.01	108,055.81
	35	2050 Expenditure Control	2,934.80	2,934.80
	TOTAL FUND BALANCE		2,934.80	-1,733,513.42
	TOTAL LIABILITIES + FUND BALANCE		38,243.46	-1,733,513.42

\*\* END OF REPORT - Generated by Caroline Partridge \*\*

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West Whiteland Township  
2026 YTD - LIQUID FUELS FUND

FROM 2026 01 TO 2026 01

ACCOUNTS FOR: 35 Liquid Fuels Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<b>3410 Interest</b>							
35342010 8510 Interest	-50,000	0	-50,000	.00	.00	-50,000.00	.0%
TOTAL Interest	-50,000	0	-50,000	.00	.00	-50,000.00	.0%
<b>3540 Intergovernmental Revenue</b>							
35353010 8560 State Aid - Liquid Fuels	-547,137	0	-547,137	.00	.00	-547,137.43	.0%
TOTAL Intergovernmental Revenue	-547,137	0	-547,137	.00	.00	-547,137.43	.0%
<b>4380 Road Maintenance</b>							
35431020 3456 Traffic Signals	120,000	0	120,000	.00	.00	120,000.00	.0%
35431020 3668 Drainage	25,000	0	25,000	.00	.00	25,000.00	.0%
35431020 4310 Street Cleaning & Gutters	20,000	0	20,000	.00	.00	20,000.00	.0%
35431020 4320 Winter Maintenance	100,000	0	100,000	2,934.80	99,061.01	-1,995.81	102.0%
35431020 4380 Maintenance/Repair Roads	0	0	0	.00	6,060.00	-6,060.00	.0%
35434030 3807 Investment & Bank Expenses	300	0	300	.00	.00	300.00	.0%
TOTAL Road Maintenance	265,300	0	265,300	2,934.80	105,121.01	157,244.19	40.7%
<b>4390 Construction/Rebuilding</b>							
35434020 3679 Overlay Projects	300,000	0	300,000	.00	.00	300,000.00	.0%
TOTAL Construction/Rebuilding	300,000	0	300,000	.00	.00	300,000.00	.0%

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West Whiteland Township  
2026 YTD - LIQUID FUELS FUND

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FROM 2026 01 TO 2026 01

ACCOUNTS FOR: 35 Liquid Fuels Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL Liquid Fuels Fund	-31,837	0	-31,837	2,934.80	105,121.01	-139,893.24	-339.4%
TOTAL REVENUES	-597,137	0	-597,137	.00	.00	-597,137.43	
TOTAL EXPENSES	565,300	0	565,300	2,934.80	105,121.01	457,244.19	

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West Whiteland Township  
2026 YTD - LIQUID FUELS FUND

FROM 2026 01 TO 2026 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	-31,837	0	-31,837	2,934.80	105,121.01	-139,893.24	-339.4%

REPORT OPTIONS

Sequence 1	Field #	Total	Page Break	From Yr/Per: 2026/ 1
Sequence 2	1	Y	Y	To Yr/Per: 2026/ 1
Sequence 3	2	Y	N	Budget Year: 2026
Sequence 4	0	N	N	Print totals only: N
	0	N	N	Format type: 1

Report title: 2026 YTD - LIQUID FUELS FUND

Includes accounts exceeding 0% of budget.  
 Print Full or Short description: F  
 Print full GL account: N  
 Sort by full GL account: N  
 Print Revenues-Version headings: N  
 Print revenue as credit: Y  
 Print revenue budgets as zero: N

Double space: Y  
 Suppress zero bal accts: Y  
 Amounts/totals exceed 999 million dollars: N  
 Roll projects to object: N  
 Print journal detail: N  
 From Yr/Per: 2023/ 1  
 To Yr/Per: 2023/ 1  
 Include budget entries: Y  
 Incl encumb/liq entries: Y  
 Sort by JE # or PO #: J  
 Detail format option: 1  
 Multiyear view: D

**BALANCE SHEET FOR 2026 1**

FUND: 65 Public Service Fund			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>				
	65101010 0001	Trust	-472,507.05	2,867,082.97
	65101010 0075	ICS Public Funds Money Market	1,949.91	586,393.66
	65101010 0100	PLGIT Prime	2,674.69	829,277.85
	TOTAL ASSETS		-467,882.45	4,282,754.48
<b>LIABILITIES</b>				
	65	1010 Accounts Payable	459,364.55	-168,005.16
	TOTAL LIABILITIES		459,364.55	-168,005.16
<b>FUND BALANCE</b>				
	65	2000 Fund Balance	.00	-4,124,801.25
	65	2030 Reserve For Encumbrances	-209,091.56	-245,408.59
	65	2040 Encumbrance Control	209,091.56	245,408.59
	65	2050 Expenditure Control	28,142.50	28,142.50
	65	2060 Revenue Control	-19,624.60	-19,624.60
	TOTAL FUND BALANCE		8,517.90	-4,116,283.35
	TOTAL LIABILITIES + FUND BALANCE		467,882.45	-4,284,288.51

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West Whiteland Township  
2026 YTD - PUBLIC SERVICE FUND

FROM 2026 01 TO 2026 01

ACCOUNTS FOR:  
65 Public Service Fund

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<b>3410 Interest</b>							
65342010 8510 Interest	-30,000	0	-30,000	-4,624.60	.00	-25,375.40	15.4%
TOTAL Interest	-30,000	0	-30,000	-4,624.60	.00	-25,375.40	15.4%
<b>3540 Intergovernmental Revenue</b>							
65352010 8350 Federal/State/County Grants	-2,563,000	0	-2,563,000	-15,000.00	.00	-2,548,000.00	.6%
TOTAL Intergovernmental Revenue	-2,563,000	0	-2,563,000	-15,000.00	.00	-2,548,000.00	.6%
<b>3800 Contributions</b>							
65383010 7910 Transfer	-1,037,756	0	-1,037,756	.00	.00	-1,037,756.03	.0%
TOTAL Contributions	-1,037,756	0	-1,037,756	.00	.00	-1,037,756.03	.0%
<b>4520 Parks &amp; Recreation</b>							
65451020 3450 Contracted Services	333,000	0	333,000	7,712.50	88,423.50	236,864.00	28.9%
TOTAL Parks & Recreation	333,000	0	333,000	7,712.50	88,423.50	236,864.00	28.9%
<b>5650 Public Service</b>							
65561010 3313 Engineering	155,000	0	155,000	.00	.00	155,000.00	.0%

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West Whiteland Township  
2026 YTD - PUBLIC SERVICE FUND

FROM 2026 01 TO 2026 01

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
65 Public Service Fund							
65561010 3450 Contracted Services	3,124,000	0	3,124,000	.00	141,098.06	2,982,901.94	4.5%
65561010 3755 STORM WATER/MS4	225,000	0	225,000	.00	.00	225,000.00	.0%
65564020 3807 Investment & Bank Expenses	5,000	0	5,000	.00	.00	5,000.00	.0%
TOTAL Public Service	3,509,000	0	3,509,000	.00	141,098.06	3,367,901.94	4.0%
<b>5655 Municipal Complex</b>							
65561020 3450 Contracted Services	147,000	0	147,000	20,430.00	-20,430.00	147,000.00	.0%
TOTAL Municipal Complex	147,000	0	147,000	20,430.00	-20,430.00	147,000.00	.0%
TOTAL Public Service Fund	358,244	0	358,244	8,517.90	209,091.56	140,634.51	60.7%
TOTAL REVENUES	-3,630,756	0	-3,630,756	-19,624.60	.00	-3,611,131.43	
TOTAL EXPENSES	3,989,000	0	3,989,000	28,142.50	209,091.56	3,751,765.94	

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West Whiteland Township  
2026 YTD - PUBLIC SERVICE FUND

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FROM 2026 01 TO 2026 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	358,244	0	358,244	8,517.90	209,091.56	140,634.51	60.7%

REPORT OPTIONS

Sequence 1	Field #	Total	Page Break	From Yr/Per: 2026/ 1
Sequence 2	1	Y	Y	To Yr/Per: 2026/ 1
Sequence 3	2	Y	N	Budget Year: 2026
Sequence 4	0	N	N	Print totals only: N
	0	N	N	Format type: 1

Report title: 2026 YTD - PUBLIC SERVICE FUND

Includes accounts exceeding 0% of budget.  
 Print Full or Short description: F  
 Print full GL account: N  
 Sort by full GL account: N  
 Print Revenues-Version headings: N  
 Print revenue as credit: Y  
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 Include budget entries: Y  
 Incl encumb/liq entries: Y  
 Sort by JE # or PO #: J  
 Detail format option: 1  
 Multiyear view: D

BALANCE SHEET FOR 2026 1

FUND: 02 Sewer Fund			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>				
02101010	0001	Trust	-78,663.74	5,184,719.15
02101010	0075	ICS Public Funds Money Market	1,647.83	495,562.06
02101010	0100	PLGIT Prime	5,600.19	1,736,319.97
02101010	0110	Petty Cash	.00	50.00
02101020	1610	Construction In Progress	.00	1,101,415.00
02101020	1620	Infrastructure	.00	14,112,272.45
02101020	1625	Accum Depreciation Infrastruct	.00	-11,652,628.02
02101020	1630	Buildings	.00	3,510,544.00
02101020	1650	Machinery & Equipment	.00	482,896.00
02102010	0118	CRIM Investment	.00	-2,141.80
02102010	0119	Adjustment To Market	.00	2,141.80
02109010	1455	Prepaid Expenses	.00	756,521.00
02141010	1475	Net Pension A	.00	90,286.00
02147010	1450	Accounts Receivable	267,826.95	384,744.09
02147010	1465	Sewer Billing Receivable	-4,391.67	18,159.44
02151010	1500	Deferred Outflows	.00	306,844.00
<b>TOTAL ASSETS</b>			<b>192,019.56</b>	<b>16,527,705.14</b>
<b>LIABILITIES</b>				
02	1010	Accounts Payable	77,172.41	-43,402.73
02135010	1252	Due To Solid waste	-4,620.38	-4,620.38
02151020	1501	Deferred Inflows	.00	-313,392.00
02201010	1720	Infrastructure	.00	-8,499,581.00
02204020	1209	Payroll Payable	.00	-141,370.33
<b>TOTAL LIABILITIES</b>			<b>72,552.03</b>	<b>-9,002,366.44</b>
<b>FUND BALANCE</b>				
02	2000	Fund Balance	.00	-7,279,600.97
02	2030	Reserve For Encumbrances	-157,579.31	-157,579.31
02	2040	Encumbrance Control	157,579.31	157,579.31
02	2050	Expenditure Control	50,421.93	50,421.93
02	2060	Revenue Control	-314,993.52	-314,993.52
<b>TOTAL FUND BALANCE</b>			<b>-264,571.59</b>	<b>-7,544,172.56</b>
<b>TOTAL LIABILITIES + FUND BALANCE</b>			<b>-192,019.56</b>	<b>-16,546,539.00</b>

\*\* END OF REPORT - Generated by Caroline Partridge \*\*

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West Whiteland Township  
2026 YTD - SEWER FUND

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FROM 2026 01 TO 2026 01

ACCOUNTS FOR: 02 Sewer Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<b>3410 Interest</b>							
02342010 8510 Interest	-120,000	0	-120,000	-7,248.02	.00	-112,751.98	6.0%
TOTAL Interest	-120,000	0	-120,000	-7,248.02	.00	-112,751.98	6.0%
<b>3640 Service Fee Revenue</b>							
02363020 9520 Sewer Fees	-3,679,000	0	-3,679,000	-247,225.50	.00	-3,431,774.50	6.7%
02363020 9521 Sewer Late Fees	-15,000	0	-15,000	.00	.00	-15,000.00	.0%
02363020 9527 Sewer Certifications	-15,000	0	-15,000	-520.00	.00	-14,480.00	3.5%
02363030 9525 Industrial Waste Surcharge	-7,000	0	-7,000	.00	.00	-7,000.00	.0%
02363040 9530 Clover Mill Payment	-200,000	0	-200,000	-60,000.00	.00	-140,000.00	30.0%
TOTAL Service Fee Revenue	-3,916,000	0	-3,916,000	-307,745.50	.00	-3,608,254.50	7.9%
<b>4290 Sewer Operating</b>							
02421010 3002 Pension Contribution	37,435	0	37,435	.00	.00	37,435.00	.0%
02421010 3003 workers' Compensation	10,500	0	10,500	2,080.48	.00	8,419.52	19.8%
02421010 3110 salaries	875,000	0	875,000	26,599.76	.00	848,400.24	3.0%
02421010 3153 Long Term Disability	2,900	0	2,900	.00	.00	2,900.00	.0%
02421010 3156 Health Insurance	225,000	0	225,000	17,040.00	.00	207,960.00	7.6%
02421010 3158 Life Insurance	5,900	0	5,900	.00	.00	5,900.00	.0%

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West Whiteland Township  
2026 YTD - SEWER FUND

FROM 2026 01 TO 2026 01

ACCOUNTS FOR: 02 Sewer Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
02421010 3183 Overtime	2,000	0	2,000	2,099.31	.00	-99.31	105.0%
02421020 3191 Uniform Maintenance	3,000	0	3,000	.00	.00	3,000.00	.0%
02421020 3192 Physical Examinations	200	0	200	.00	.00	200.00	.0%
02421020 3231 Gasoline	1,000	0	1,000	.00	.00	1,000.00	.0%
02421020 3232 Diesel	7,900	0	7,900	.00	.00	7,900.00	.0%
02421020 3245 General Supplies	25,000	0	25,000	.00	.00	25,000.00	.0%
02421020 3324 PA One Call	4,000	0	4,000	.00	.00	4,000.00	.0%
02421020 3340 Communications	19,500	0	19,500	.00	.00	19,500.00	.0%
02421020 3365 Solid Waste	2,700	0	2,700	.00	.00	2,700.00	.0%
02421020 3374 Equipment Repairs	30,000	0	30,000	.00	3,495.26	26,504.74	11.7%
02421020 3384 Equipment Rental	1,000	0	1,000	.00	.00	1,000.00	.0%
02421020 3420 Dues	500	0	500	135.00	.00	365.00	27.0%
02421020 3422 Training/Seminar/Schools	4,000	0	4,000	897.00	.00	3,103.00	22.4%
02421020 3490 Fleet Allocation	19,348	0	19,348	.00	.00	19,348.00	.0%
02421020 3610 I & I Repair Cost	250,000	0	250,000	.00	.00	250,000.00	.0%
02421020 3612 Root Control	19,000	0	19,000	.00	.00	19,000.00	.0%
02421020 3620 Barkway Egps (Mill Valley)	20,000	0	20,000	.00	.00	20,000.00	.0%
02421020 3708 IT Maintenance	30,550	0	30,550	.00	.00	30,550.00	.0%
02421030 3311 Auditing Services	15,900	0	15,900	.00	.00	15,900.00	.0%
02421030 3313 Engineering	45,000	0	45,000	.00	.00	45,000.00	.0%
02421030 3314 Solicitors	1,000	0	1,000	.00	.00	1,000.00	.0%

02/20/2026  
12:55:42

West Whiteland Township  
2026 YTD - SEWER FUND

FROM 2026 01 TO 2026 01

ACCOUNTS FOR: 02 Sewer Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
02421030 3450 Contracted Services	145,000	0	145,000	19.27	154,084.05	-9,103.32	106.3%
02421040 3361 Utilities	202,000	0	202,000	.00	.00	202,000.00	.0%
02422010 3351 Property Insurance	25,200	0	25,200	.00	.00	25,200.00	.0%
02422010 3352 Liability Insurance	11,200	0	11,200	.00	.00	11,200.00	.0%
02423010 3531 Transfer To Technology Fund	48,149	0	48,149	.00	.00	48,149.00	.0%
02423010 3533 Transfer	5,000	0	5,000	.00	.00	5,000.00	.0%
02423010 3534 Transfer/Debt	95,000	0	95,000	.00	.00	95,000.00	.0%
02423010 3552 Transfer To S.C. For Equip R	50,000	0	50,000	.00	.00	50,000.00	.0%
02424010 3439 Industrial Waste Surcharge	5,000	0	5,000	.00	.00	5,000.00	.0%
02424010 3458 Contracted Treatment - DARA	1,300,000	0	1,300,000	407,524.00	.00	892,476.00	31.3%
02424020 3460 Contracted Treatment-w. Gosh	1,215,000	0	1,215,000	.00	.00	1,215,000.00	.0%
02424030 3807 Investment & Bank Expenses	10,000	0	10,000	1,551.11	.00	8,448.89	15.5%
TOTAL Sewer Operating	4,769,882	0	4,769,882	457,945.93	157,579.31	4,154,356.76	12.9%
TOTAL Sewer Fund	733,882	0	733,882	142,952.41	157,579.31	433,350.28	41.0%
TOTAL REVENUES	-4,036,000	0	-4,036,000	-314,993.52	.00	-3,721,006.48	
TOTAL EXPENSES	4,769,882	0	4,769,882	457,945.93	157,579.31	4,154,356.76	

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12:55:43

West Whiteland Township  
2026 YTD - SEWER FUND

FROM 2026 01 TO 2026 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	733,882	0	733,882	142,952.41	157,579.31	433,350.28	41.0%

REPORT OPTIONS

Sequence 1	Field #	Total	Page Break	From Yr/Per: 2026/ 1
Sequence 2	1	Y	Y	To Yr/Per: 2026/ 1
Sequence 3	2	Y	N	Budget Year: 2026
Sequence 4	0	N	N	Print totals only: N
	0	N	N	Format type: 1

Report title: 2026 YTD - SEWER FUND  
 Includes accounts exceeding 0% of budget.  
 Print Full or Short description: F  
 Print full GL account: N  
 Sort by full GL account: N  
 Print Revenues-Version headings: N  
 Print revenue as credit: Y  
 Print revenue budgets as zero: N

Double space: Y  
 Suppress zero bal accts: Y  
 Amounts/totals exceed 999 million dollars: N  
 Roll projects to object: N  
 Print journal detail: N  
 From Yr/Per: 2023/ 1  
 To Yr/Per: 2023/ 1  
 Include budget entries: Y  
 Incl encumb/liq entries: Y  
 Sort by JE # or PO #: J  
 Detail format option: 1  
 Multiyear view: D

BALANCE SHEET FOR 2026 1

FUND: 03 Sewer Construction Fund			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>				
03101010	0001	Trust	-228,850.00	301,917.10
03101010	0075	ICS Public Funds Money Market	19,876.24	5,977,349.00
03101010	0100	PLGIT Prime	77.24	23,949.04
03147010	1450	Accounts Receivable	37,100.00	480,098.50
TOTAL ASSETS			-171,796.52	6,783,313.64
<b>LIABILITIES</b>				
03	1010	Accounts Payable	234,150.00	-18,149.65
TOTAL LIABILITIES			234,150.00	-18,149.65
<b>FUND BALANCE</b>				
03	2000	Fund Balance	.00	-6,702,810.51
03	2060	Revenue Control	-62,353.48	-62,353.48
TOTAL FUND BALANCE			-62,353.48	-6,765,163.99
TOTAL LIABILITIES + FUND BALANCE			171,796.52	-6,783,313.64

\*\* END OF REPORT - Generated by Caroline Partridge \*\*

02/20/2026  
12:57:44

West Whiteland Township  
2026 YTD - SEWER CONSTRUCTION FUND

FROM 2026 01 TO 2026 01

ACCOUNTS FOR:  
03 Sewer Construction Fund

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<b>3410 Interest</b>							
03342010 8510 Interest	-115,000	0	-115,000	-19,953.48	.00	-95,046.52	17.4%
TOTAL Interest	-115,000	0	-115,000	-19,953.48	.00	-95,046.52	17.4%
<b>3640 Service Fee Revenue</b>							
03362010 8350 Federal/State/County Grants	-963,945	0	-963,945	.00	.00	-963,945.00	.0%
03363020 9515 Tapping Fees	-500,000	0	-500,000	-42,400.00	.00	-457,600.00	8.5%
TOTAL Service Fee Revenue	-1,463,945	0	-1,463,945	-42,400.00	.00	-1,421,545.00	2.9%
<b>3800 Contributions</b>							
03383010 7910 Transfer	-50,000	0	-50,000	.00	.00	-50,000.00	.0%
TOTAL Contributions	-50,000	0	-50,000	.00	.00	-50,000.00	.0%
<b>4350 Sewer Construction</b>							
03433010 3552 Transfer To Equipment Repl	280,000	0	280,000	.00	.00	280,000.00	.0%
03434020 3807 Investment & Bank Expenses	500	0	500	.00	.00	500.00	.0%
03434050 3702 Capital Improvements	99,200	0	99,200	.00	.00	99,200.00	.0%
TOTAL Sewer Construction	379,700	0	379,700	.00	.00	379,700.00	.0%
TOTAL Sewer Construction Fund	-1,249,245	0	-1,249,245	-62,353.48	.00	-1,186,891.52	5.0%
TOTAL REVENUES	-1,628,945	0	-1,628,945	-62,353.48	.00	-1,566,591.52	
TOTAL EXPENSES	379,700	0	379,700	.00	.00	379,700.00	

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12:57:45

West Whiteland Township  
2026 YTD - SEWER CONSTRUCTION FUND

PAGE 2  
glf1xrpt

FROM 2026 01 TO 2026 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	-1,249,245	0	-1,249,245	-62,353.48	.00	-1,186,891.52	5.0%

REPORT OPTIONS

Sequence 1	Field # 1	Total Y	Page Break Y	From Yr/Per: 2026/ 1
Sequence 2	2	Y	N	To Yr/Per: 2026/ 1
Sequence 3	0	N	N	Budget Year: 2026
Sequence 4	0	N	N	Print totals only: N

Report title: 2026 YTD - SEWER CONSTRUCTION FUND  
 Includes accounts exceeding 0% of budget.  
 Print Full or Short description: F  
 Print full GL account: N  
 Sort by full GL account: N  
 Print Revenues-Version headings: N  
 Print revenue as credit: Y  
 Print revenue budgets as zero: N

Format type: 1  
 Double space: Y  
 Suppress zero bal accts: Y  
 Amounts/totals exceed 999 million dollars: N  
 Roll projects to object: N  
 Print journal detail: N  
 From Yr/Per: 2023/ 1  
 To Yr/Per: 2023/ 1  
 Include budget entries: Y  
 Incl encumb/liq entries: Y  
 Sort by JE # or PO #: J  
 Detail format option: 1  
 Multiyear view: D

BALANCE SHEET FOR 2026 1

FUND: 12 Solid Waste			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>				
12101010	0001	Trust	-32,139.28	177,916.37
12106010	1447	Refuse Bags Inventory	.00	59,103.67
12109010	1455	Prepaid Expenses	.00	160.00
12133010	0130	Due From Sewer Fund	4,620.38	4,620.38
12141010	1475	Net Pension A	.00	8,564.00
12147010	1450	Accounts Receivable	53,585.61	382,672.18
12147010	1465	Trash & Recycle Receivable	-1,464.21	11,022.50
12151010	1500	Deferred Outflows	.00	29,102.00
TOTAL ASSETS			24,602.50	673,161.10
<b>LIABILITIES</b>				
12	1010	Accounts Payable	42,798.60	-80,338.28
12135010	1229	Due To General Fund	.00	-500,000.00
12151020	1501	Deferred Inflows	.00	-29,724.00
TOTAL LIABILITIES			42,798.60	-610,062.28
<b>FUND BALANCE</b>				
12	2000	Fund Balance	.00	4,301.89
12	2050	Expenditure Control	4,515.94	4,515.94
12	2060	Revenue Control	-71,917.04	-71,917.04
TOTAL FUND BALANCE			-67,401.10	-63,099.21
TOTAL LIABILITIES + FUND BALANCE			-24,602.50	-673,161.49

\*\* END OF REPORT - Generated by Caroline Partridge \*\*

02/20/2026  
13:03:03

West Whiteland Township  
2026 YTD - SOLID WASTE FUND

FROM 2026 01 TO 2026 01

ACCOUNTS FOR: 12 Solid Waste	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<b>3410 Interest</b>							
12342010 8510 Interest	-2,500	0	-2,500	.00	.00	-2,500.00	.0%
TOTAL Interest	-2,500	0	-2,500	.00	.00	-2,500.00	.0%
<b>3540 Intergovernmental Revenue</b>							
12352010 8539 Section 904 of Act 01001	-75,000	0	-75,000	.00	.00	-75,000.00	.0%
TOTAL Intergovernmental Revenue	-75,000	0	-75,000	.00	.00	-75,000.00	.0%
<b>3620 Miscellaneous</b>							
12363030 9460 Miscellaneous Revenue	-100	0	-100	.00	.00	-100.00	.0%
TOTAL Miscellaneous	-100	0	-100	.00	.00	-100.00	.0%
<b>3640 Service Fee Revenue</b>							
12363020 9375 Trash Bags	-600,000	0	-600,000	-69,580.00	.00	-530,420.00	11.6%
12363020 9481 Service Fees	-1,072,450	0	-1,072,450	-2,337.04	.00	-1,070,112.96	.2%
12363020 9482 Solid Waste Late Fees	-2,000	0	-2,000	.00	.00	-2,000.00	.0%
TOTAL Service Fee Revenue	-1,674,450	0	-1,674,450	-71,917.04	.00	-1,602,532.96	4.3%
<b>4310 Solid Waste Division</b>							
12431020 3245 General Supplies	26,000	0	26,000	.00	.00	26,000.00	.0%

02/20/2026  
13:03:04

West Whiteland Township  
2026 YTD - SOLID WASTE FUND

FROM 2026 01 TO 2026 01

ACCOUNTS FOR: 12 Solid Waste	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
12431020 3340 Communications	2,000	0	2,000	.00	.00	2,000.00	.0%
12431020 3365 Solid waste	348,000	0	348,000	4,515.94	.00	343,484.06	1.3%
12431020 3708 IT Maintenance	3,200	0	3,200	.00	.00	3,200.00	.0%
12431030 3314 Solicitors	500	0	500	.00	.00	500.00	.0%
12431030 3450 Contracted Services	1,294,000	0	1,294,000	.00	.00	1,294,000.00	.0%
12431050 3524 Debt Service	50,000	0	50,000	.00	.00	50,000.00	.0%
12434010 3807 Investment & Bank Expenses	300	0	300	.00	.00	300.00	.0%
TOTAL Solid Waste Division	1,724,000	0	1,724,000	4,515.94	.00	1,719,484.06	.3%
TOTAL Solid Waste	-28,050	0	-28,050	-67,401.10	.00	39,351.10	240.3%
TOTAL REVENUES	-1,752,050	0	-1,752,050	-71,917.04	.00	-1,680,132.96	
TOTAL EXPENSES	1,724,000	0	1,724,000	4,515.94	.00	1,719,484.06	

02/20/2026  
13:03:05

West Whiteland Township  
2026 YTD - SOLID WASTE FUND

FROM 2026 01 TO 2026 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	-28,050	0	-28,050	-67,401.10	.00	39,351.10	240.3%

REPORT OPTIONS

Sequence 1	Field #	Total	Page Break	From Yr/Per: 2026/ 1
Sequence 2	1	Y	Y	To Yr/Per: 2026/ 1
Sequence 3	2	Y	N	Budget Year: 2026
Sequence 4	0	N	N	Print totals only: N
	0	N	N	Format type: 1

Report title: 2026 YTD - SOLID WASTE FUND

Includes accounts exceeding 0% of budget.

Print Full or Short description: F

Print full GL account: N

Sort by full GL account: N

Print Revenues-Version headings: N

Print revenue as credit: Y

Print revenue budgets as zero: N

Double space: Y

Suppress zero bal accts: Y

Amounts/totals exceed 999 million dollars: N

Roll projects to object: N

Print journal detail: N

From Yr/Per: 2023/ 1

To Yr/Per: 2023/ 1

Include budget entries: Y

Incl encumb/liq entries: Y

Sort by JE # or PO #: J

Detail format option: 1

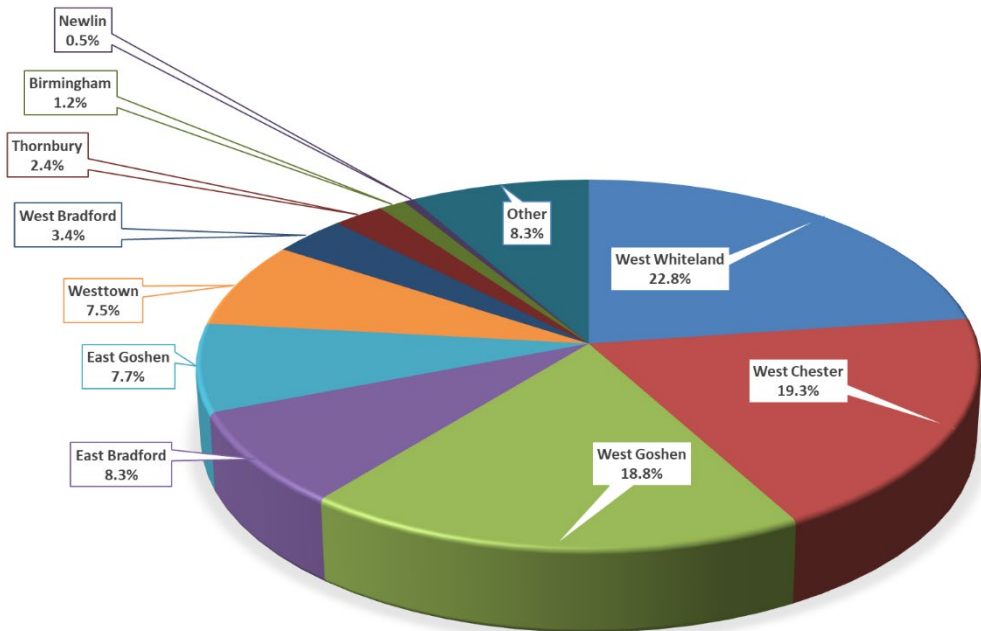
Multiyear view: D



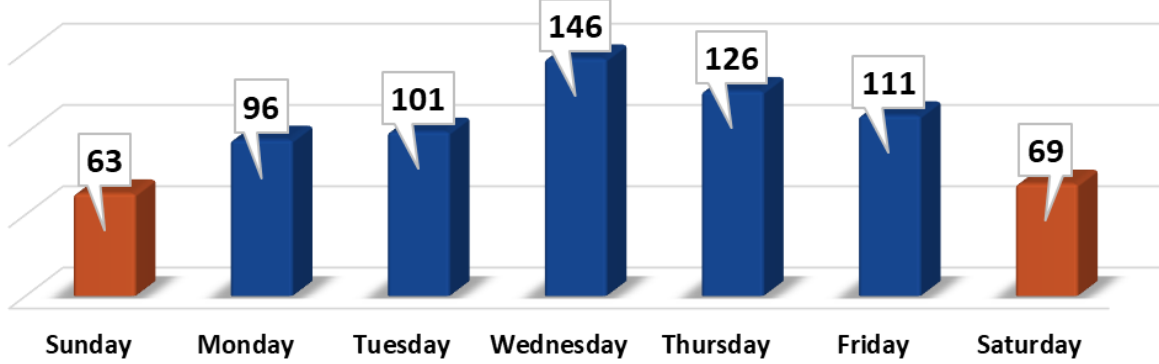
*January 2026*  
**OPERATIONS REPORT**

# CALL VOLUME

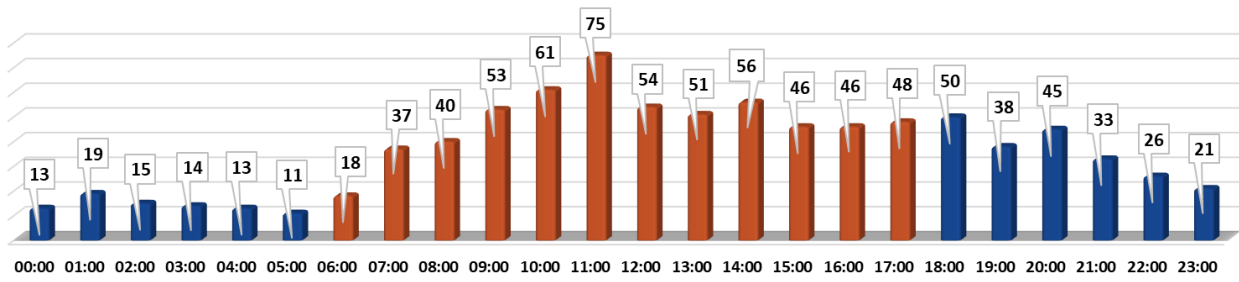
Municipality	Month	% of Calls	YTD
West Whiteland	201	22.8%	201
West Chester	170	19.3%	170
West Goshen	166	18.8%	166
East Bradford	73	8.3%	73
East Goshen	68	7.7%	68
Westtown	66	7.5%	66
West Bradford	30	3.4%	30
Thornbury	21	2.4%	21
Birmingham	11	1.2%	11
Newlin	4	0.5%	4
Downingtown	13	1.5%	
East Caln	13	1.5%	
East Whiteland	12	1.4%	
Uwchlan	11	1.2%	
Caln	9	1.0%	
Upper Uwchlan	5	0.6%	
East Marlborough	2	0.2%	
Pennsbury	2	0.2%	
Charlestown	1	0.1%	
Coatesville	1	0.1%	
East Fallowfield	1	0.1%	
Pocopson	1	0.1%	
West Vincent	1	0.1%	
West Brandywine	1	0.1%	
	<b>883</b>		



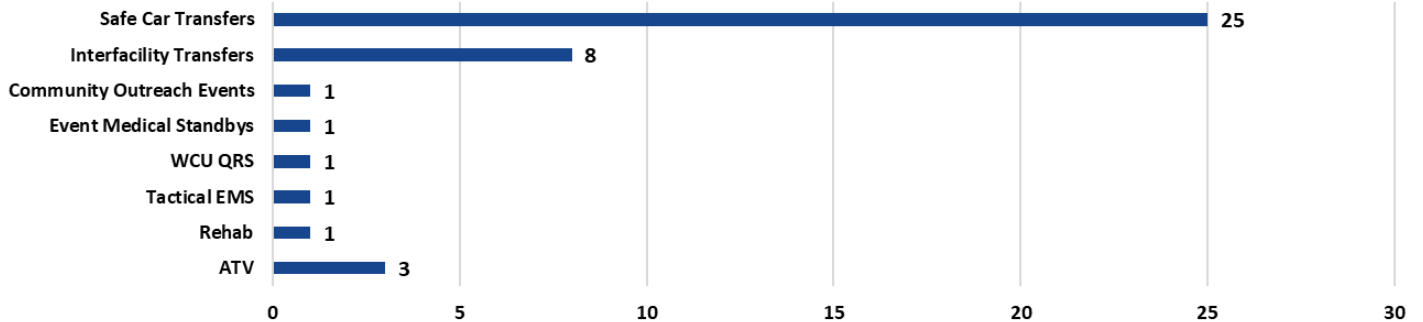
### Call Volume By Day of Week



### Call Volume By Hour



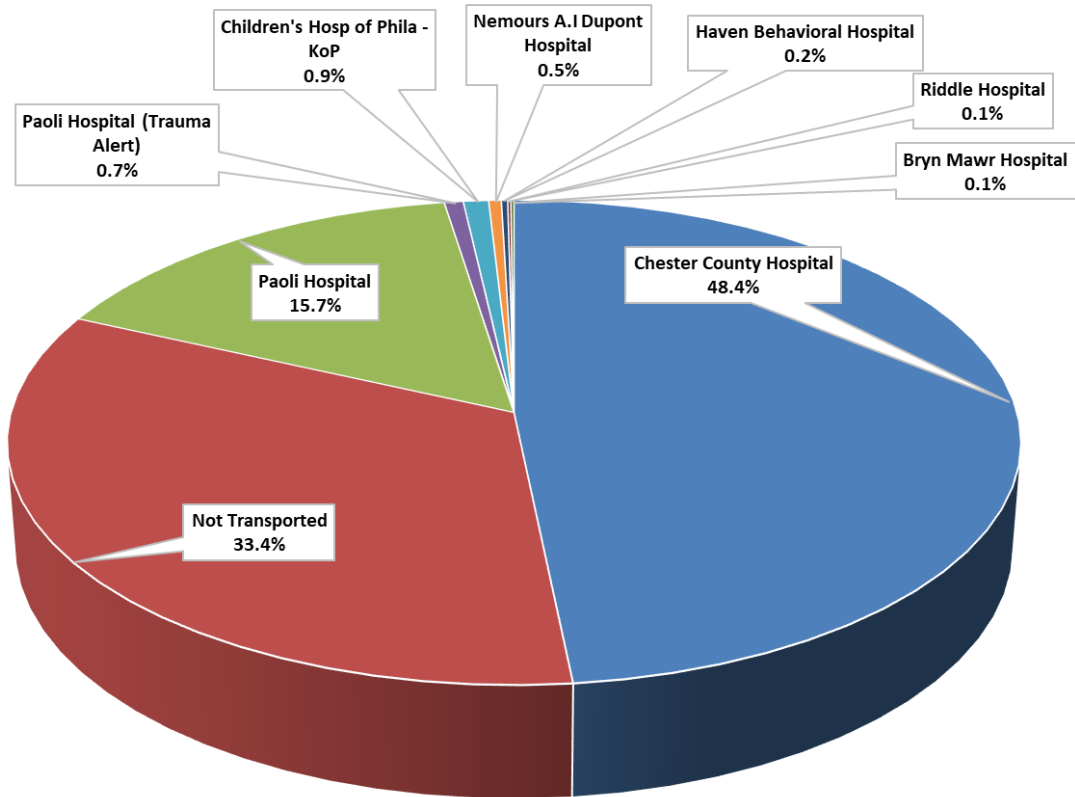
### Interfacility Transports & Special Operations



# HOSPITAL DESTINATION INFORMATION

Receiving Hospital	Total	%
Chester County Hospital	427	48.4%
Not Transported	295	33.4%
Paoli Hospital	139	15.7%
Paoli Hospital (Trauma Alert)	6	0.7%
Children's Hosp of Phila - KoP	8	0.9%
Nemours A.I Dupont Hospital	4	0.5%
Haven Behavioral Hospital	2	0.2%
Riddle Hospital	1	0.1%
Bryn Mawr Hospital	1	0.1%
	<b>883</b>	
	<b>Transported:</b>	<b>588</b> 66.6%
	<b>Not Transported:</b>	<b>295</b> 33.4%
		<b>883</b>

Non-Transport Breakdown	
Refusal	76
Recalled On Scene	65
Recalled Enroute	55
No Services	38
Lift Assist	28
Released to BLS	16
Fire Standby	15
DOA	2
	<b>295</b>



# MISCELLANEOUS CALL INFORMATION

Calls Covering Other Agencies	
Goshen Fire Co.	42
Minquas Fire Co.	39
Uwchlan Ambulance	18
Malvern Fire Co.	7
Longwood Fire Co.	5
Westwood Fire Co.	3
East Whiteland	3
Concordville Fire Co.	1
	<b>118</b>

Average Times	
Dispatch To Enroute	1:13
Enroute To On Scene	7:13
On Scene Time	18:28
Transport Time	11:53
ER Wait Time	17:18
Dispatch To Available	59:19

Alcohol / Drug Suspicion		
	Total	%
Patient Reported Alcohol Use	31	3.5%
Patient Reported Drug Use	8	0.9%
Alcohol / Drug Suspicion	15	1.7%
Total:	<b>54</b>	<b>6.1%</b>

Responses By Station	
Main Station (Station 55)	431
East Goshen (Station 155)	40
East Bradford (Station 255)	132
West Chester University (Station 355)	4
West Whiteland North (Station 455)	184
West Whiteland South (Station 555)	95

West Chester University Calls		
	Total	%
Total WCU Calls	13	1.5%
WCU Calls in West Chester	9	1.0%
WCU Calls in West Goshen	3	0.3%
WCU Calls in East Bradford	1	0.1%

Call Types		
ALS Respiratory Difficulty	142	16.1%
BLS Fall	110	12.5%
ALS Heart Problems	88	10.0%
BLS Sick Person	82	9.3%
BLS Accident	47	5.3%
BLS Injured Person	38	4.3%
ALS Stroke	34	3.9%
ALS Seizure	30	3.4%
ALS Unresponsive Person	27	3.1%
ALS Fall	22	2.5%
BLS Mental Health Emergency	21	2.4%
ALS Syncope	18	2.0%
ALS Unconscious Person	18	2.0%
ALS Cardiac/Respiratory Arrest	18	2.0%
BLS Abdominal Pain	17	1.9%
ALS Hypotension	14	1.6%
ALS Diabetic Emergency	13	1.5%
BLS Back Pain	12	1.4%
House Fire	11	1.2%
Medical Alarm	10	1.1%
ALS Hemorrhage	10	1.1%
BLS Overdose	9	1.0%
Accident Involving a Pedestrian	8	0.9%
Gas Leak Inside	7	0.8%
BLS Seizure	7	0.8%
ALS Allergic Reaction	6	0.7%
ALS Accident	6	0.7%
Accident with Entrapment	5	0.6%
BLS Unknown Nature	5	0.6%
BLS Allergic Reaction	5	0.6%
Standby	3	0.3%
BLS Hemorrhage	4	0.5%
Building Fire	3	0.3%
BLS Dead on Arrival	3	0.3%
BLS Exposure	3	0.3%
ALS Choking	3	0.3%
ALS Injured Person	2	0.2%
CO Alarm	2	0.2%
ALS Overdose	2	0.2%
BLS Syncope	2	0.2%
Public Service	2	0.2%
ALS Assault With Injuries	1	0.1%
BLS Maternity	1	0.1%
Water Rescue	1	0.1%
ALS Maternity	1	0.1%
ALS Poisoning	1	0.1%
Vehicle Fire	1	0.1%
Fire Alarm	1	0.1%
ALS Abdominal Pain	1	0.1%
Garage Fire	1	0.1%
Accident with Fire	1	0.1%
Investigation Inside	1	0.1%
CO Incident	1	0.1%
ALS Burn	1	0.1%
BLS Assault with Injuries	1	0.1%
	<b>883</b>	