

WESTTOWN TOWNSHIP

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AGENDA Westtown Township Board of Supervisors Regular Meeting (Virtual via Zoom) Monday, August 17, 2020 - 7:30 PM

- I. Call to Order & Pledge of Allegiance
- II. Approval of Board of Supervisors Meeting Minutes – August 3, 2020
- III. Board of Supervisors Executive Session – August 7, 2020
- IV. Departmental Reports
 - A. Westtown East Goshen Police – Chief Brenda Bernot
 - B. Township Manager – Rob Pingar
- V. Public Comment (Non-Agenda Items)
- VI. Old Business
- VII. New Business
 - A. Rustin Walk - Completion of public improvements
- VIII. Announcements
 - A. Toll Brothers/Crebilly Farm II, Board of Supervisors Conditional Use Hearing #3 Monday August 31, 2020 at 7:00 pm (virtual public meeting via Zoom platform)
 - B. Office Closure – Labor Day Monday September 7
 - C. Oakbourne Park Master Plan Public Meeting – Tuesday September 15, 2020 at 7:00 PM (virtual public meeting via the Zoom platform)
- IX. Public Comment (All Topics)
- X. Payment of Bills
- XI. Adjournment

How to Engage in the Public Comment Sections of a Township Meeting

Public Comment is heard at three (3) different points during the meeting:

1. BEFORE OLD BUSINESS - The public is permitted to make public comment on any matter not on the agenda. This comment period is subject to the time constraint in (d) below
2. PRIOR TO any action on a motion on an Agenda item. Public Comment at this stage is limited to the item under discussion (e.g. it is not appropriate to initiate a discussion on police services if the body is acting upon a sewer issue).
3. AFTER NEW BUSINESS. - Public Comment is open to any legitimate item of business which can be considered by that Township Board/Commission (e.g. Planning Commission can discuss issues having to do with plan reviews, but cannot discuss why the Township does not plow your street sooner. Supervisors can discuss nearly every issue).

How to make a comment to any Township Board/Commission:

- a. The Chair will announce that the Board/Commission will now hear public comment, either on a specific issue or generally.
- b. You must then obtain recognition from the Chair prior to speaking.
- c. Once you have the floor, state your name and address for the record.
- d. You may then make your comment or ask your question. You will have three (3) minutes to make your statement, unless the Chair has announced otherwise, so please come prepared!

WESTTOWN TOWNSHIP BOARD OF SUPERVISORS REGULAR MEETING
(Virtual meeting via Zoom)
Westtown Township Municipal Building, 1039 Wilmington Pike, Westtown
Monday, August 3, 2020 at 7:30 PM

Present virtually were: Chair Dick Pomerantz, Vice Chair Carol De Wolf, Police Commissioner Scott Yaw, Township Manager Robert Pingar, Township Solicitor Patrick McKenna, and Planning & Zoning Director Will Ethridge. Ten guests called in to participate in this virtual meeting.

I. Pledge of Allegiance & Call to Order

This meeting was held remotely due to the Coronavirus pandemic. Mr. Pomerantz called the meeting to order at 7:30 PM, and led the Pledge of Allegiance.

II. Approval of Minutes (July 20, 2020)

Mr. Yaw made a motion to approve the July 20, 2020 Board of Supervisors meeting minutes. Ms. De Wolf seconded the motion. Ms. De Wolf then made three corrections: 1) Mr. Yaw was the one who prefaced the meeting by stating that the Board would not be considering anything related to the Crebilly application at the meeting. 2) On p.4, Ms. De Wolf noted that in response to Mr. Cochran, she directed Mr. Pingar to draft an ordinance related to dogs. 3) Also on p.4 regarding Mr. McElhill's comments, Ms. De Wolf stated that she investigated his complaints and concluded they were unfounded. Mr. Pingar noted that Mr. Sarnacki was not scheduled to attend the July 20th meeting so that is why no report was given. Mr. Yaw amended his motion to approve the July 20, 2020 minutes with the changes noted. The motion was approved 2-0, with Mr. Pomerantz abstaining because he was not present at the July 20th meeting.

III. Approval of Board of Supervisors/Historical Commission Joint Meeting Minutes- July 27, 2020

Mr. Pomerantz stated that the Board had a lengthy joint meeting with the Historical Commission to discuss their goals. Mr. Yaw made a motion to approve the July 27, 2020 Board of Supervisors & Historical Commission joint meeting minutes. Ms. De Wolf seconded the motion. There were no questions or comments and the motion was unanimously approved.

IV. Board of Supervisors Executive Session – July 27, 2020

Mr. Pomerantz stated that the Board held Executive Session on July 27, 2020 to discuss litigation. Mr. Pomerantz added that the Board will hold an Executive Session regarding personnel immediately following this meeting.

V. Departmental Reports

A. Township Solicitor – Patrick McKenna

Mr. McKenna stated that his office has been working on the continuation of the Crebilly Conditional Use hearings, assisting Mr. Ethridge with zoning interpretation and enforcement matters, assisting with punch list items on several developments, and assisting with personnel matters.

Mr. Pomerantz said that he understood that Toll Brothers submitted 60 documents today related to the Crebilly application. Mr. McKenna stated that the documents were submitted in advance of the hearing at the township's request, so that all parties could have access to them. Mr. McKenna explained that typically those documents would be presented at the actual hearing. Mr. McKenna stated that they need to be posted to the township website as individual exhibits.

There were no questions or comments.

B. Historical Commission – Pam Boulos

Pam Boulos was not present and no report was given.

C. Township Manager – Rob Pingar

Mr. Pingar stated that he has been working with the Historical Commission on the Brandywine Battlefield historical marker program and selecting a location for the marker. Mr. Pingar also reported that he has been working with the solicitor and the developers to bring the Hawthorne, Rustin Walk, and Westtown Reserve projects to completion. Mr. Pingar stated that he has also been working on possible amendments to the inter-municipal police agreement in preparation for a joint board meeting with East Goshen.

There were no comments or questions.

VI. Public Comment (Non-Agenda Items)

Suresh Ganduri (1049 Preserve Lane) stated that there are a lot of punch list items at Rustin Walk, and asked for an update. Mr. Pingar stated that the developer, Flintlock Associates, has not been very responsive. Mr. Ganduri asked what the next steps would be. Mr. Pingar stated that the township is trying to compel the developer to complete the work, but added that there is a Financial Security agreement that the township may need to pursue to finish the work. Mr. McKenna, township solicitor, stated that taking the financial security and going out to bid to finish the project is a last resort.

VII. Old Business

A. None

VIII. New Business

A. Resolution 2020-09 -WCACOG 100% Renewable Energy Transition Plan

Mr. Pomerantz stated that in 2019, the Townships of East Bradford, East Goshen, West Goshen, Westtown, West Whiteland, and the West Chester Borough, in conjunction with the West Chester Area Council of Governments (WCACOG), collectively hired the Cadmus Group to complete a study on the feasibility, costs, and opportunities of transitioning to 100% renewable energy, and to create a long-term, actionable roadmap for realizing the community's goals. Resolution 2020-09 formally accepts the Energy Study, authorizes the Township's involvement in a project to implement strategies set forth in the study, and authorizes the Township's involvement in the issuance of a Request for Proposal (RFP) for a Power Purchase Agreement (PPA).

Ms. De Wolf made a motion to adopt Resolution 2020-09 accepting the West Chester Area 100% Renewable Energy Transition Plan, and to continue with the West Chester Area Council of Governments to implement community engagement and education, and for developing an RFP for a PPA. Mr. Yaw seconded the motion.

Mr. Pomerantz stated that he was not at the last meeting to hear the presentation. He asked Ms. De Wolf if there is a cost to accepting the plan. Ms. De Wolf stated that each participating municipality in the West Chester area contributes, but she did not know what Westtown's current balance is.

Mr. Yaw clarified that his interpretation of this resolution is that the Township is acknowledging receipt of the plan. It does not mean the Board is agreeing with every conclusion in the plan. The Board agreed with Mr. Yaw's definition of the accepting the plan. Mr. Pomerantz elaborated that the Board is agreeing to a concept that some may describe as aspirational, but the Board is not actually making a commitment. Mr. Yaw agreed that he views it as an aspirational document. Ms. De Wolf stated that there is no timeline for each of the goals presented in the plan, and the

various participating municipalities will make some independent measures such as purchasing hybrid vehicles. Mr. Pingar advised the Board to do a cost-benefit analysis prior to committing to any of the specific goals in the plan.

Nancy Harkins (1521 Woodland Road) stated that she did not think that a cost-benefit analysis is required when it comes to the future health and safety of the community.

There was no further comment and the motion was unanimously approved.

IX. Announcements

Mr. Pomerantz made the following announcements:

- A. Toll Brothers/Crebilly Farm II, Board of Supervisors Conditional Use Hearing #3 – 7:00 PM** on Wednesday, August 5, 2020. This is a virtual public meeting via the Zoom platform.
- B. 8-1-1 PA One Call Awareness Day – August 11, 2020.** 8-1-1 is the PA One Call System telephone number. State law requires notice 3 -10 business days prior to the start of excavation (does not include state holidays or weekends). Projects such as installing a fence, building a deck, replacing a mailbox post, or rebuilding a retaining wall all require that you to notify utility companies of your intent to dig. You must dial 8-1-1 or submit your request online at www.pa1call.org. The 8-1-1 call center is available 24/7. The 8-1-1 call is toll free and the utility location service is no cost for homeowners digging on their property. If you've hired a contractor to do the work, the contractor is required by law to call 8-1-1 to have underground lines located. Be safe. Know What's Below. Call Before You Dig!
- C. Oakbourne Bridge PSATS Safety Award.** Mr. Pingar stated that the township was notified by the Pennsylvania State Association of Township Supervisors (PSATS) and the PA Highway Information Association that the Oakbourne Road Bridge Replacement Project, which was completed last year, was a co-winner in the bridge category for the PSATS 2020 Road and Bridge Safety Improvement Award. Mr. Pingar stated that the award would normally be presented at the annual conference in Hershey, but because the conference was cancelled due to the pandemic, the award will be presented next week at the bridge on August 12.
- D. Route 926 Lane Closure.** PennDOT informed the township that Aqua PA is planning a single lane closure on Route 926 (Street Road) between Shiloh Road and Westtown Road, on Tuesday, August 4 and Wednesday, August 5, from 9:00 AM to 3:00 PM, for utility maintenance. The work schedule is weather dependent. This information was sent on the township listserv. Mr. Pingar encouraged residents to subscribe to the listserv.

X. Public Comment on All Topics

There was none.

XI. Payment of Bills

Mr. Yaw made a motion to approve General Fund bills in the amount of \$589,404.42 and the Enterprise Fund bills in the amount of \$2,833.12 for a grand total of \$592,237.54. Ms. De Wolf seconded the motion. There were no questions, and the check registers were unanimously approved.

XII. Adjournment

Mr. Pomerantz adjourned the meeting at 8:16 PM, and the Board retired to an Executive Session.

Respectfully submitted,

Robert Pingar
Township Manager



June 12, 2020

Robert Pingar, P.E., Township Manager & Director of Engineering
Westtown Township
1039 Wilmington Pike
West Chester, PA 19382

**RE: Rustin Residential
Inspection of Public Improvements – Updated Punchlist June 12, 2020
MT No.: 5675.08**

Dear Mr. Pingar:

Follow-up site inspections were performed on May 28, 2020 and June 8, 2020 to provide an update on the status of the items identified in our original April 26, 2019 letter that are required to be addressed by the applicant prior to dedication of the public improvements. The below items have also been revised to include any public improvement deficiencies noted in the transition study prepared by Bustamante Engineers, Inc. for the Rustin Walk Homeowners Association. Sanitary sewer items are not included in the below list and should be coordinated with the Township's Sanitary Sewer Consultant.

The following items shall be considered outstanding:

Grading and Erosion & Sediment Controls

1. Where necessary, fine grade behind curb within ROW so that grade is uniform and level with the curb. Permanently stabilize areas.
2. Fine grade and correct settlement at all Type M inlets in lawn areas. Re-grade and permanently stabilize eroded swales leading to these inlets.
3. Correct grading where swales cross walking path near the intersection of Shiloh and Farm Lane, and above inlet 1A.
4. Remove topsoil stockpile behind lots 30-32, grade area to match approved plan and permanently stabilize.
5. Remove all perimeter controls after site is permanently stabilized (requires CCCD approval).
6. Correct locations of debris and deficient topsoil and/or vegetation in all open space areas.
 - a. Adjacent to Shiloh Road
 - b. Holes left from removed plantings and buried silt fence in Open Space A adjacent to Lot 43.
 - c. Behind lots 40-43
 - d. Behind lots 46-48
 - e. Courtyard Open Space

Storm Sewer System & Stormwater Management

1. Clean all storm sewer inlets, pipes, and outlet structures, and repair or replace any missing or damaged mortar between inlet sections and at pipe openings. A follow up inspection of the system will be performed after cleaning & televising. Provide post-video of liner repairs to damaged RCP pipe.
2. Replace inlet C-Tops that are damaged in any way (spalled or chipped).
3. Confirm the function and condition of the existing basin at the northeast corner of Open Space A. Provide basin bottom and outlet structure elevations, and perform required maintenance as necessary. Remove chain link fence to necessitate maintenance.
4. Basins 1 & 3:
 - a. Verify elevations of the spillways and the pedestrian trail through the spillways to ensure they match the approved plan elevations, and correct as necessary. Trail is currently higher than the spillway elevations, resulting in trail safety concerns and potential altered performance of the basin overflow.
 - b. Permanently stabilize basin berms and bottoms and document that basins drain within 72 hour period.
 - c. Repair pipe connections at endwalls.
5. Basin 2
 - a. Repair pipe connections at both endwalls.

Landscaping

1. Replace all dead, dying, or damaged plant material (see attached highlighted plan for locations)
2. Complete plantings in accordance with approved Landscape Plan (see attached highlighted plan for locations)
3. Provide mulch at site plantings in accordance with approved Landscape plan.

Curb & Roadway

1. Replace damaged curb in athletic field parking lot.
2. Following the completion and Township approval of all punchlist items, install 1.5” wearing course at Preserve Lane, emergency access road, and athletic field parking lot in accordance with the approved plan. Restore Shiloh Road at site entrance (limits to be marked prior to paving).

Sidewalk & Walking Trail

1. Correct standing water issues on walking trail (issues remain in several locations between Preserve Lane and Basin 1, and at new trail connection between lots 45 and 46).

2. Repair cracked sidewalk at the following locations:
 - a. 1041 Preserve Lane (2 Cracks)
 - b. 1001 Preserve Lane (1 crack)

Miscellaneous

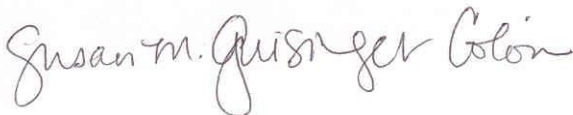
1. Following final paving, install all pavement markings and signage to match approved plans.
2. Install all pins and concrete monuments.
3. Complete emergency access wooden post and chain installation in two locations as shown on the approved plans.
4. Provide As-built Plans for the roadway and storm water management system, certified by a registered professional engineer to be in accordance with the approved plans and actual construction.
5. Provide a copy of the Notice of Termination for the NPDES permit.

Re-inspection of the above items will be performed as necessary to ensure compliance with the approved plans. It is noted that as repairs progress, McCormick Taylor reserves the right to identify additional outstanding items which shall be addressed.

Should the Township accept dedication of the roadway and associated right-of-way (ROW), in accordance with the *Development Agreement*, the developer shall meet the conditions set forth in section 7. Dedication (or Other Transfer of Assignment) of the agreement.

Please feel free to contact me directly by email at SMGuisinger-Colon@mccormicktaylor.com or via phone at 610-640-3500 with questions or concerns.

Regards,

A handwritten signature in black ink that reads "Susan M. Guisinger Colon".

Susan M. Guisinger-Colón, PE, LEED AP
Senior Project Manager

CC: Joseph Behrle, Flintlock Associates, LLC, Applicant
Mark Gross, Director of Public Works
Will Ethridge, Director of Planning and Zoning
Andrew Kirk, Building Construction Official
Rustin Walk Homeowners Association

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made this 2nd day of May, 2016, by and between: Westtown Township ("Township"); and FLINTLOCK ASSOCIATES, LLC, a Pennsylvania limited liability company, with its address at 181 Dam View Drive, Media, Pennsylvania 19063, and its assigns and successors in interest ("Developer").

Background

A. Developer represents that it is the owner of, and has proposed to develop, a tract of land situated in Westtown Township, located at 1100 Shiloh Road, Westtown Township, Chester County, Pennsylvania, consisting of 49.728 +/- acres, being part of Tax ID No. 67-5-6-E ("Subject Property"), as and for the subdivision of the Subject Property into a fifty (50) lot residential subdivision together with open space, walking trails, road improvements, sewage collection system, storm water management facilities and other related improvements and/or common amenities proposed or required in, on and/or related to the proposed land development. A legal description of the Subject Property is attached hereto and made a part hereof as Exhibit "A." The Subject Property is located in the Agriculture/Cluster Residential (A/C) Zoning District of the Township.

B. The proposed subdivision of the Subject Property is known as "Rustin Residential" as is depicted on the Final Subdivision and Land Development Plan dated July 25, 2014, last revised August 3, 2015 ("Plans").

C. A Conditional Use Approval for the Subject Property was submitted to, and approved by, the Board of Supervisors of the Township on May 5, 2014, subject to numerous conditions as noted on the Final Subdivision Plan.

D. On or about May 4, 2015, the Board of Supervisors of the Township granted Preliminary/Final Subdivision Plan Approval of the application to subdivide the Subject Property into fifty (50) residential lots, subject to certain conditions, including the timely completion of the proposed or required improvements and/or amenities, and the posting of financial security to guarantee said completion, all conditions of which were agreed to by the Developer who hereby confirms said agreement (the "Approvals").

E. Township and Developer, contemporaneously herewith, have entered into a Financial Security Agreement further providing for the said financial security. The Improvements for which security must be provided, together with the estimated cost of completing such Improvements, are listed on Exhibit "B," which is attached hereto and made a part hereof.

NOW, THEREFORE, the parties hereunto, in consideration of the premises and the mutual promises herein contained and intending to be legally bound hereby, agree as follows:

1. Definitions; Interpretation

a. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:

(1) "Completion Date" shall mean the date specified in Section 2.c of this Agreement on or before which the Improvements shall be completed.

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

(3) "Financial Security" shall mean the financial security provided for under and in accordance with the provisions of Section 6 of this Agreement and the provisions of the Financial Security Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security substituted therefor) and the funds representative thereof and therein.

(4) "Financial Security Agreement" shall mean that certain Financial Security Agreement dated _____, 2016, by and between Township and Developer, which agreement is attached hereto and made a part hereof as Exhibit "B."

(5) "Improvements" shall mean all site improvements shown on or contemplated by the Plans, including, but not limited to, public or private roads or streets, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, sanitary sewers, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, buffer or screen plantings or other plantings and landscaping, and/or other improvements or common amenities required by this Agreement and any applicable ordinances or regulations.

(6) "Plans" shall mean that certain Final Subdivision and Land Development Plans, prepared by D.L. Howell, dated July 25, 2014, last revised August 3, 2015, consisting of various plan sheets including, without limitation, all notes, statements and other information appearing on the plan, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the Plans.

(7) "MPC" shall mean the Pennsylvania Municipalities Planning Code, 53 P.S. §10101 et seq., as restated and amended, as the same now exists and hereafter may be further amended.

(8) "Secured Improvements" shall mean all those Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates.

(9) "Subdivision and Land Development Ordinance" shall mean the Subdivision and Land Development Ordinance of the Township as such Ordinance has been amended and now exists and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Subdivision/Land Development shall be subject to the provisions of §508(4) of the MPC.

(10) "Subject Land Development" shall mean the proposed subdivision and land development of the Subject Property, together with recreation facilities and other related improvements and/or common amenities proposed or required in, on and /or related to the proposed subdivision and land development, including together with driveways, streets, storm water management facilities (servicing the entire development), sanitary sewer improvements and such other Improvements proposed or required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the Plans.

(11) "Township Engineer" shall mean the professional engineer(s), licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for the Township and/or engaged by the Township as a consultant thereto.

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

2. Completion of Improvements

a. The Background section set forth above is incorporated herein by reference thereto.

b. Developer, at its sole expense, shall lay out, construct, install, and/or otherwise complete the Improvements in a good and workmanlike manner, whether noted on the Plans or not, in full and strict accordance with and pursuant to the following: (i) the Subdivision and Land Development Ordinance, the Zoning Ordinance, Soil Erosion, Sedimentation and Grading Control Ordinance and Storm Water Management Ordinance; (ii) the Plans; (iii) the provisions of this Agreement; (iv) PennDOT regulations; (v) all applicable requirements of electric, telephone and other utility companies having jurisdiction; (vi) all other applicable laws,

statutes, ordinances, resolutions, rules and regulations of the Township and of other applicable or appropriate governmental authorities and/or agencies having jurisdiction; and (vii) specifications established by the Township Engineer. In the event of any inconsistency or conflict between or among the provisions of any of the foregoing, those provisions which impose the greater or greatest, as the case may be, restrictions upon the Developer shall prevail and control.

c. The Improvements shall be completed on or before the date occurring one (1) year from the date of this Agreement. Upon written request of Developer and approval of the Township Board of Supervisors, which approval shall not be unreasonably withheld, said completion date may be extended from time to time, provided that (i) Developer's written request is received by the Board of Supervisors not less than sixty (60) days prior to the then-current completion date, and (ii) the Financial Security is also extended so that it continues valid and effective for all purposes thereof to a date occurring at least ninety (90) days after the extended Completion Date. Such times shall be of the essence.

d. Developer's present address is as set forth on page one of this Agreement. Developer promises to notify the Township, in writing by certified mail, of any change in this address. Developer agrees that notice of any kind or nature, relating to this Agreement or Township ordinances applicable to the Subject Property or its development, mailed to Developer at the above address, or any new address that Developer has given the Township notice of pursuant to this paragraph, shall be valid and effective for all purposes.

e. Before connecting any new sanitary or storm sewers to existing sewer or drainage systems, Developer shall obtain all necessary approvals and permits from the Township and the Commonwealth of Pennsylvania, and Developer shall provide proof of such State approvals and permits to the Township Engineer.

f. There shall be no revision or change to the Plans, as approved, or to any construction detail, requirement, specification or standard therein or required by any Township ordinance (collectively the "Specifications"), unless the Board of Supervisors first approves such change, except as otherwise provided herein.

(1) Developer shall submit any proposed changes in the approved Plans or any Specifications to the Township Engineer with such drawings, plans and written explanations as shall be required by the Township Engineer for adequate review of the proposed change. All such changes shall be reviewed by and bear the stamp of Developer's engineer.

(2) The Township Engineer may, without approval of the Board of Supervisors, authorize Developer to change construction details, which do not alter either a standard required by any applicable regulations or a condition of final plan approval and which do not make any substantial changes in the final Plans as approved.

(3) All changes directly affecting lots or property not owned by Developer must be approved by the owner(s) of those lots or property.

(4) The Township Engineer shall review any change proposed by Developer and shall provide the Township with an analysis of the change and make a recommendation for action, except that any change of a construction detail which the Township Engineer is permitted to authorize hereunder need not be submitted to the Board of Supervisors for approval. Developer shall not cause any work to be done pursuant to a change in the Plans or Specifications, except a change in a construction detail which the Township Engineer authorizes hereunder, until the Board of Supervisors has first approved the change.

(5) If the Township approves a change in the Plans or Specifications, then Developer agrees to enter into any additional formal agreements with the Township necessary to bring such changes within the scope of this Agreement. No construction or other work shall be done, pursuant to any change in Plans or Specifications, until such changes are incorporated into this Agreement and Developer provides satisfactory Financial Security, which complies with §509 of the MPC and is acceptable to the Township, to guarantee any additional construction costs for additional improvements.

g. Within five (5) days after each Improvement is completed, Developer, by written notice in accordance with the provisions hereof, shall ask the Township Engineer to conduct a final inspection of the Improvement. The Township Engineer, exercising reasonable judgment, will determine if the Improvement complies with the requirements hereof and with all applicable standards.

h. Developer agrees that if any materials used or any work done in the construction of the Improvements or in otherwise implementing the Plans shall be reasonably rejected or disapproved by the Township Engineer as defective or as not in compliance with the provision hereof or with any applicable standards, or if the work is done without prior inspection when prior inspection is required hereunder or is necessary to determine compliance with the Plans, Specifications, applicable regulations, or this Agreement, then, if such action is requested by the Township or Township Engineer, said materials and/or work shall be removed and replaced with other approved materials and/or the work shall be done anew, at the sole cost and expense of Developer and subject to inspection by the Township Engineer to determine compliance. Any work covered without an inspection when an inspection is required hereunder shall be uncovered at Developer's expense to permit the Township Engineer to make the inspection if the Township Engineer requests that such action be taken. Developer agrees that the Township Engineer is authorized to require the removal and replacement of any work and/or materials which are not completed in accordance with this Agreement and all applicable standards.

i. In the event the Township Engineer shall find that the provisions for drainage of the site, as designed by Developer, are inadequate and require revisions, or if the drainage facilities and storm water management facilities otherwise prove to be inadequate to protect existing highways, streets and roads or adjoining private or public areas from excess drainage, flooding or silting either because the Plans are inadequate or because of an improper method of development, Developer shall install such additional drainage work or make such corrections as are reasonably necessary.

j. Developer shall be responsible, at its sole cost and expense, for the repair and maintenance of all Improvements during and after construction thereof until such time as said Improvements may be dedicated, transferred or assigned to the Township or a third party; provided, however, that in the case of Improvements which are completed and dedication (or other transfer or assignment) of which is offered to and accepted by Township, Developer shall have such repair and maintenance responsibility until such time as the acceptance of dedication (or other transfer or assignment) is final and effective, and the maintenance bond or other Financial Security is deposited with respect to such dedicated (or otherwise transferred or assigned) Improvements as provided under Section 8 below. For purposes of this subsection, "repair and maintenance of all Improvements" shall mean, without limitation, keeping the Improvements at all times in such condition that the structural integrity and functioning of the same shall be maintained at least in accordance with and/or as contemplated by the design and specifications thereof as shown on the Plans and with respect to Improvements consisting of streets or roads, shall further mean, without limitation, keeping the same at all times free of mud, snow, ice and other impediments or other obstructions to motor vehicle traffic thereon and thereover, and otherwise in a permanently passable condition by and for motor vehicles.

(1) In the event that Developer is in default of any of its repair and maintenance obligations under this Subsection, Township shall have the right, but not the obligation (which right shall be in addition to such other or further rights and remedies as may be available to the Township under this Agreement, the Financial Security Agreement, the Subdivision and Land Development Ordinance, and/or the MPC, and/or otherwise at law or in equity), after first giving Developer Notice and Opportunity to Cure as set forth in Section 9 herein, to:

(a) Enter upon the Subject Property and satisfy any of such defaulted repair and maintenance obligation of Developer (provided that any such entry and/or satisfaction shall not be deemed in any manner or to any extent whatsoever as an acceptance by Township of the dedication, transfer or other assignment of the Improvements subject of the default and/or as imposing any responsibility upon Township for the completion, further repair and maintenance, or otherwise, with respect to the Improvements subject of the default); and

(b) In order to pay for the reasonable costs, expenses and/or fees incurred by the Township related to the satisfaction of such defaulted obligations, (i) obtain

payment to Township, or its order, of all or any part of the Financial Security for such costs, expenses and fees (notwithstanding that the amount of the Financial Security, but for this Paragraph (b), is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees); and/or (ii) institute and prosecute appropriate legal and/or equitable actions or proceedings against Developer (including, but not limited to, confession of judgment) to recover such costs, expenses and/or fees, together with attorney fees and costs incurred by Township expenses and/or fees, together with attorney fees and costs incurred by Township for and otherwise related to any such legal and/or equitable action or proceeding.

k. During the course of construction of the Improvements and the construction of improvements (those not covered by funds which Developer has posted with Township) on the individual residential building lots, Developer is required to establish and maintain temporary erosion and sedimentation controls ("E&S Controls") which are shown on the Plans. Part of the funds which Developer has posted with the Township includes an estimated cost to establish and maintain such E&S Controls. In the event Developer fails to establish or maintain the E&S Controls in accordance with the Plan, the Township shall provide Developer with written notice of violation and a five (5)-day period to cure, except in the event of an emergency where a lesser time may be imposed. If Developer fails to cure the default within five (5) days, or such lesser applicable time in the event of an emergency, the Township is hereby authorized to establish the necessary E&S Controls and use the funds as necessary to pay for the Township costs, including, but not limited to, reasonable engineering, legal and actual administrative costs. The Developer shall be required to restore any expended portion of the funds set aside for E&S Controls to the agreed upon amount, as set forth on the attached schedule. In the event the Developer fails to cure a violation within the prescribed time frame or violates any other aspect of this Agreement, the Developer acknowledges that the Township shall not be required to issue any building or occupancy permits for the entire development and a cease and desist order for all or a portion of the entire development may be issued by the Township in the discretion of the Township until the violation is cured or the security restored, except that use and occupancy permits already issued for dwelling units shall not be revoked. In instances where the Developer "willfully neglects" to cure the E&S Control default following the expiration of period for cure contained in the notice from the Township, the Township shall have the right to impose a fine of Five Hundred Dollars (\$500) per day. For purposes of this paragraph, "willful neglect" shall mean that Developer fails to respond to two (2) or more notices of violation from the Township, not necessarily from the same lot. If Developer disputes that it willfully neglected to install the necessary E&S Controls, Developer has the right to contest the imposition of the fine by appealing the same to the Chester County Court of Common Pleas. The parties at any time may submit a dispute which arises hereunder to mediation.

3. Conditions to be Met Prior to Commencing Construction of Improvements

a. No building permits shall be issued and no Improvements shall be commenced until:

(1) The Plans, as finally approved, or such portion thereof which is agreed upon by the parties hereto, are recorded according to law; and

(2) This Agreement is duly signed by all parties and delivered to the Township; and

(3) Developer pays to the Township Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) to be held in escrow by the Township as a security deposit ("Security Deposit") and to be drawn on by the Township to pay for the Township's, legal expenses incurred by the Township in connection with the preparation, implementation or enforcement of the Plans and/or this Agreement and/or the Financial Security Agreement. If, over the course of the completion of the Subject Land Development the Security Deposit is depleted to an amount below \$2,500.00, Developer shall replenish it with an amount to sufficiently cover remaining costs as determined by the Township; and

(4) All fees required by any ordinance, resolution or regulation of the Township or this Agreement are paid, including the payment of reasonable costs, legal and engineering expenses incurred by the Township for the review of plans, preparation of this Agreement, the Financial Security Agreement, resolutions and other papers reviewed or prepared pursuant to this Agreement; and

(5) Developer has entered into a Financial Security Agreement approved by the Township and, if applicable, also executed by the "Escrow Agent" or "Bank" as defined in the Financial Security Agreement and has provided the Township with Financial Security for the Improvements required hereunder, which security shall meet the requirements of the MPC, Westtown Township ordinances and this Agreement and be satisfactory to the Township; and

(6) All required third party certificates, licenses, permits or approvals, including but not limited to a highway occupancy permit from PennDOT (if applicable), have been obtained and are still in effect and satisfactory proof thereof has been provided to the Township; and

(7) All variances or other zoning approvals needed in order to develop the Subject Property as shown on the Plans have been obtained and are still in effect and have not expired and all applicable requirements of the Township's ordinances, resolutions and regulations have been met; and

(8) Developer has complied, to the reasonable satisfaction of the Township Engineer, with the requirements set forth in any Township Engineer's report or review letters relating to the development; and

(9) Developer has furnished the required insurance certificates to the Township.

b. Before commencing any work on the Improvements, Developer shall submit the specifications for all materials to be used and all design specifications to the Township Engineer. Developer shall not proceed with any work on the Improvements without first giving notice to the Township Engineer and, when the Township Engineer's inspection is required under this Agreement, arranging with the Township Engineer for such inspection.

4. Obligations of Developer During Construction

a. All culverts, storm sewers and underdrains, manholes, paving, curbing, setting of monuments and other Improvements are subject to inspection by the Township Engineer. At least five (5) days prior to the commencement of each Improvement, Developer shall notify the Township Engineer. Developer shall also notify the Township Engineer at least two (2) days prior to the date when Developer or its contractor or any subcontractor performs any work subject to the inspection by the township. Developer shall also notify the Township Engineer at least two (2) days prior to commencing each separate paving operation or Improvement and the Township Engineer shall inspect the materials and workmanship used on each such operation.

b. It shall be the obligation of Developer to arrange, in advance, with the Township Engineer for inspection of work as the work progresses. Developer agrees that the Township's personnel shall have reasonable access to the Subject Property at all times.

c. Developer shall bear the cost of and shall reimburse the Township for the reasonable cost of all inspections by the Township Engineer and the Township Code Enforcement Officer.

d. Developer shall bear the cost and expense of any relocation, removal or reconstruction of Improvements.

e. Developer agrees to erect, at its expense, all required street lights, street trees, fire hydrants, if any, shown on the Plans, as amended.

f. During the course of construction of the Improvements, Developer will be responsible for proper removal and disposal of all construction debris, waste materials, and trees, shrubs and other organic material from the Subject Property and surrounding areas, whether

discarded by it or others employed by it or by persons engaged in the delivery of materials to and/or construction within the Subject Property and/or any other activity pursuant to the Plans. Developer agrees to prevent such waste materials from being buried or burned on the site or deposited, thrown or blown, upon any property adjacent to or within the vicinity of the Subject Property.

g. Developer agrees to provide dumpsters on the site in the size and number as reasonably required by the Township Engineer and/or the Township Code Enforcement Officer.

h. If Developer fails to remove any construction debris or waste materials, including rubbish, cartons and discarded materials, generated by or because of Developer's activities, from the Subject Property or from surrounding areas within seventy-two (72) hours after Developer received written notice from the Township to do so, or immediately if such debris or materials are causing a traffic hazard or other danger to the public health, safety and welfare, then the Township shall have the right but not the obligation to remove said waste materials and to draw, from the Security Deposit created under Section 3.a(3) hereof, the sums necessary to pay to parties who complete such work or to reimburse the Township for the costs of cleaning up the Subject Property and surrounding areas. The Township's exercise of its rights to remove waste materials pursuant to this paragraph shall not obligate the Township to do so in the future.

i. Developer agrees to maintain all streets, roads and parking lots constructed or improved pursuant to the Plans in a clean and safe condition as reasonably determined by the Township Engineer and/or Code Enforcement Officer and free of mud, snow, ices and construction debris. Developer agrees that in the event there is snowfall or ice storm prior to dedication of the roads required by the Plans, upon advance notice to the Developer the Township is authorized, but not required, to plow and/or remove the snow and/or ice on said undedicated roads and the cost of said plowing and/or removal shall be paid promptly by Developer. Any funds held in the Security Deposit may be used by the Township for said purposes. The Township's exercise of its right to remove snow and/or ice pursuant to this paragraph shall not obligate the Township to do so in the future.

j. Developer agrees that it will obtain use and occupancy permits or certificates for each building prior to any occupancy.

k. Developer shall, at all times, release and indemnify and hold the Township, its agents, employees and officials, harmless from any and all expenses and liability arising out of or from or relating to Developer's activities in implementing the Plans and for any and all failures to comply with applicable regulations. Developer agrees to furnish the Township prior to commencement of any work whatsoever a certificate showing that Developer and Developer's general contractor have adequate liability insurance coverage in an amount not less

than two million dollars each and each such policy shall name the Township as an additional insured and shall provide that the policies cannot be terminated or not renewed without thirty (30) days prior written notice to the Township. Developer shall keep said coverage in effect until all work is completed and approved by the Township and shall continue to furnish to the Township certificates showing continued coverage.

l. Developer agrees to complete all Improvements by the Completion Date, unless the time for completion is extended by the Township in writing. This permission shall not relieve Developer from its obligation to properly complete the Improvements.

m. Developer agrees to be responsible for work at the site and to: (1) reasonably restrict the noise from workmen; (2) cease all work on the site by 7:00 PM on Monday to Friday and by 5:00 PM on weekends, except in cases of emergency or exceptional cases; and (3) not to begin work prior to 7:00 AM on Monday through Friday and 8:00 AM on weekends, except in cases of emergency or exceptional cases.

5. Guaranty of Completion of Improvements

a. Developer shall complete all site Improvements in accordance with final approval of the Plans. Developer shall comply with the requirements of the Township Grading Permit to ensure buildings and associated grading and management of stormwater runoff is reasonably completed in accordance with the approved Plans.

b. An as-built plan shall be prepared by a registered professional land surveyor and certified by a registered professional engineer in accordance with §149-409 of the Township Subdivision and Land Development Ordinance and shall be subject to the review and approval by the Township Engineer. The as-built plan shall provide information confirming that no street trees have been planted in the street right-of-way.

d. Developer shall bind its heirs, successors and assigns to the requirements of this Section.

e. This requirement shall be in addition to all other as-built plan submissions that may be set forth in the Subdivision and Land Development Ordinance.

6. Guaranty of Completion of Secured Improvements

a. Developer shall deposit with Township or otherwise establish the Financial Security in accordance with and pursuant to the terms and conditions of this Section 6 and the Financial Security Agreement. Pursuant to §509 of the MPC, the Financial Security shall be deposited or otherwise established in and by the time provided in the Financial Security

Agreement. Unless and until the Financial Security is so deposited or otherwise established by Developer, no work towards the completion of any of the Improvements shall be laid out, installed or otherwise commenced, and no building, grading, occupancy or other permit, relating to the erection, placement or occupancy of any of the Improvements or of any buildings or other structures in, on and/or related to the Subject Land Development, shall be issued by Township.

b. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Secured Improvements in accordance with and pursuant to the terms and conditions of this Agreement, and shall further guarantee the performance of the other obligations of Developer under this Agreement and the Financial Security Agreement.

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

d. The initial amount of the Financial Security shall be Two Million Five Hundred Seventy-Five Thousand Eight Hundred Eighty-Four and 10/100 Dollars (\$2,575,884.10) U.S. Dollars which is one hundred and ten percent (110%) of the total cost estimate of completion of the Improvements plus the estimated costs of Township construction inspections and sanitary sewer inspections as set forth in Exhibit "B" attached hereto and made fully part hereof. The amount of the Financial Security shall be subject to such increase, adjustment and reduction as provided in and by the Financial Security Agreement.

7. Dedication (or Other Transfer of Assignment)

a. Developer, at its expense, hereby offers to dedicate (or otherwise transfer or assign as may be appropriate) the following to Township, and with respect to the same hereby agrees to tender to Township deeds of dedication (or other appropriate instruments) containing such provisions and in such form as shall be approved by the Township solicitor:

(1) All portions of the Subject Property, to the extent not heretofore dedicated to the Township, which portions are within the ultimate right-of-way lines of Township Roads, sewer easements, and drainage easements, together with all road and other Improvements (including, without limitation, stormwater management and sewerage facilities) as shall be constructed, installed or otherwise completed in, under, or upon said portions in accordance with and pursuant to the Plans and this Agreement.

b. Township shall not be obligated to accept dedication (or other transfer or assignment) of any or part of the items described in Subsection 7.a above, whether expressly by deed of dedication (or other instrument) or otherwise, unless and until all of the following have been satisfied, at the sole expense of Developer (all of the following also to apply to other of the

Improvements, the dedication or other transfer or assignment of which may be offered to Township prior to, on or after the date of this Agreement):

(1) Certification by the Township Engineer that all Improvements (not only those which are or may be dedicated or otherwise transferred or assigned) have been satisfactorily completed fully in accordance with and pursuant to all terms, conditions and requirements of Section 2 above;

(2) Deposit of a maintenance bond or other security, as provided under Section 8 below, with respect to each of the Improvements offered for dedication (or other transfer or assignment);

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

(4) Advancement and/or reimbursement to Township of and for all costs, expenses and fees as provided under and in accordance with Section 10 below;

(5) Satisfaction of or other compliance with all terms, conditions and requirements under and by which the Board of Supervisors of Township granted final plan approval of the Land Development; and

(6) Submission to Township of a recordable written agreement of Developer in such form and containing such provisions as shall be approved by the Township solicitor, indemnifying, holding harmless and defending Township, its officials, officers, employees and agents, of, from and against any liability, claim, suit or demand of whatever nature or kind, whether founded or unfounded, arising from, out of or related to: (i) the design, laying out, installation, construction and/or completion of the Improvements); and/or (ii) any repair and/or maintenance of such Improvements (or failure thereof), which repair and/or maintenance of such Improvements (or failure thereof) occurs or is alleged to occur, either in whole or in part, prior to the time when Township's acceptance of the offer of dedication (or other transfer or assignment) becomes final and effective.

8. Maintenance Bond or Other Financial Security

a. The maintenance bond or other financial security to be deposited by Developer under Section 7.b(2) above as a condition to Township's acceptance of dedication (or other transfer or assignment) of any of the Improvements offered for dedication (or other transfer or assignment) under Section 7.a (or any other of the Improvements the dedication, or other transfer or assignment, of which may be offered to Township prior to, on or after the date of this Agreement) shall be in accordance with the following:

(1) The form and provisions of the bond or other Financial Security shall be approved by the Township solicitor;

(2) The type of the bond or other Financial Security shall be a type permitted by §509 of the MPC and shall be subject to approval of Township;

(3) The bond or other Financial Security shall be posted with a bonding company or lending institution chartered by the federal government or the Commonwealth of Pennsylvania, provided said bonding company or lending institution is authorized to conduct such business within the Commonwealth of Pennsylvania;

(4) The bond or other Financial Security shall provide for and secure to the public, as represented by Township, with respect to each of the dedicated (or otherwise transferred or assigned) Improvements that are dedicated (or otherwise transferred or assigned) to the Township, the structural integrity and functioning of each such Improvement, in accordance with the design and specifications thereof as shown on and/or contemplated by the Plans, for a term of eighteen (18) months from the date when the Township's acceptance of dedication (or other transfer or assignment) of each such Improvement becomes final and effective;

(5) The amount of the bond or other Financial Security shall be equal to fifteen percent (15%) of the actual costs of installing, constructing or otherwise completing the dedicated (or otherwise transferred or assigned) Improvements covered by the bond or other financial security, as such amount shall be certified by the Township Engineer in accordance with the Financial Security Agreement;

(6) The bond or other Financial Security shall provide that in the event the structural integrity or functioning of any of the dedicated (or otherwise transferred or assigned) Improvements covered by the bond or other financial security, is not in accordance with the design and specifications of the Plans for the aforesaid eighteen (18)-month term, the bonding company or lending institution, which issues or holds the bond or other financial security, shall pay to Township, or its order, from time to time, as Township shall determine and demand, all or part of the amount of the bond or other financial security; and that such payment shall be made by the bonding company or lending institution to Township, or its order, at and upon receipt from Township of a written demand for such payment (in, to or of which demand the consent, joinder, agreement and/or approval of Developer shall not be required). The bond or the financial security shall further provide that the aforesaid right of Township to payment under the bond or other financial security shall not constitute the exclusive right and/or remedy of Township, but shall be in addition to such other or further rights and/or remedies as may be available to Township under this Agreement, at law, in equity, or otherwise, in the event that the structural integrity or functioning of any of the dedicated (or otherwise transferred or assigned)

Improvements is not in accordance with the design and specifications as aforesaid; and that the aggregate payments made to Township, or its order, by the bonding company or lending institution shall not exceed the amount of the bond or other financial security (plus any interest which may be earned on the principal thereof); and

(7) Final release of Developer under and from the bond or other financial security shall be subject to the advancement and/or reimbursement to Township of and for all reasonable costs, expenses and fees under and in accordance with Section 10 below.

9. Failure to Complete; Other Default

a. In the event that any of the Improvements is or are not completed fully in accordance with the terms, conditions and requirements of Section 2 above and after the Township has first given Developer written notice of such incompleteness and provided Developer a period of thirty (30) days from the date the notice is mailed to cure said incompleteness (or such additional time as may be agreed to by Developer and Township) except in the event of an emergency where the Township may take action without providing an opportunity to cure ("Notice and Opportunity to Cure"), or in the event that Developer becomes insolvent, declares bankruptcy or ceases work on the Improvements for a period of greater than ninety (90) days, the Township shall have the right, but not the obligation (which right shall be in addition to such other or further rights and remedies, as may be available to Township under this Agreement, the Financial Security Agreement, the Subdivision and Land Development Ordinance, the MPC and/or otherwise at law or in equity), to: (1) enter upon the Subject Property and complete all or part of the Improvements in accordance with the terms, conditions and requirements of Section 2; and (2) obtain payment to it, or its order, of all or any part of the Financial Security and/or to otherwise enforce the Financial Security in order to pay for the reasonable costs of such completion and related costs, expenses and fees.

b. If the proceeds of the Financial Security paid to the Township, or its order, are not sufficient or available to pay the reasonable costs of fully completing all the incomplete Improvements, together with related costs, expenses and fees, Township, at its option, shall have the right to complete part of the Improvements and to institute appropriate legal and/or equitable actions against Developer to recover monies necessary to complete the remainder of the incomplete Improvements and pay all related reasonable costs, expenses and fees, including, but not limited to, the following: (i) the amount that Township shall require to fully complete the Improvements or otherwise fully cure the default; (ii) any other costs, expenses and fees referred to in this Agreement for which Developer is obligated and has not paid and which are past due and/or which have been incurred by Township; (iii) interest, at the then-legal rate on all of the foregoing amounts, costs, expenses and fees accruing either as of the respective payment due dates herein provided or, if no payment due dates are so provided, as of the respective dates on which Township incurs such amounts, costs, expenses or fees; (iv) costs of suit; and (v) attorneys' fees.

c. In the event that Township exercises its right, but not obligation, to complete all or part of the incomplete Improvements upon the aforesaid default of Developer, there shall be no requirement for the advertisement of public works or for competitive bidding. Any monies paid to Township of, from or under the Financial Security and any proceeds resulting from the aforesaid legal and/or equitable actions against Developer shall be deemed not to be public funds for the purpose of any laws relating to public advertising or solicitation of bids. Township may use any commercially reasonable means to select contractors and/or negotiate prices or costs of material and labor, and Developer hereby ratifies all actions taken by Township in that regard. Township shall have the right, but not the obligation, to use its own employees to complete all or part of the Improvements. Developer shall exonerate, indemnify and hold harmless Township, its officials, officers, employees and agents, of and from any liability, claim, suit or demand of whatever nature or kind arising from, out of or related to any act of Township, or of any official, officer, employee or agent thereof, done or authorized to be done in completing all or part of the Improvements; and Developer hereby authorizes, ratifies and affirms any act done by Township, or by any official, officer, employee or agent thereof, in furtherance of such competition.

10. Advancement and/or Reimbursement of Expenses

a. Developer shall advance and/or reimburse Township the following as provided in this Section 10:

(1) All reasonable costs, expenses and fees incurred by Township in and for the preparation, review, orderly performance and/or enforcement of this Agreement and the Financial Security Agreement. Such costs, expenses and fees shall include, without limitation: reasonable legal expenses and fees of the Township Solicitor; and reasonable expenses and fees of the Township Engineer, and/or any other professional consultant(s) engaged by Township in visiting the site for the purposes of inspection and for the performance of official duties necessarily connected with said inspection purposes.

(2) All reasonable costs, expenses and fees incurred by Township of and for necessary legal proceedings in connection with the dedication (or other transfer or assignment) under this Agreement, including, without limitation, reasonable fees of the Township Solicitor, the Township Engineer and/or other professional consultants engaged by Township.

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

b. Developer shall reimburse the Township for all outstanding engineering, administrative, legal and other review fees associated with the review of the Plans related to Developer's subdivision and land development for the Subject Property, or related to inspections or other work to satisfy the conditions of the approval. Developer shall, within forty-five (45) days of receipt of any such invoices from the Township or its professional consultants, remit payment to the Township for all reasonable engineering, administrative, legal and other review fees associated with the review of the Plans related to Developer's subdivision and land development for the subject property. Should Developer wish to dispute any of the above-referenced fees, the dispute may be addressed in accordance with Sections 503(1) and 510(g) of the MPC.

To the extent that Developer fails to remit payment within forty-five days, the Township may withdraw such amounts from the escrow fund created pursuant to the Financial Security posted in accordance with the Financial Security Agreement, and shall notify Developer of such withdrawal. Developer shall then be required to replenish the escrow fund created to the Financial Security within thirty (30) days thereafter.

c. Developer shall, within thirty (30) days of an itemized invoice showing the work performed, reimburse the Township for all outstanding engineering, administrative, legal and other review fees associated with the inspection of improvements related to Developer's subdivision and land development for the subject property and shall, within thirty (30) days of receipt of any subsequent invoices from the Township or its professional consultants, remit payment to the Township for all reasonable engineering, administrative, legal and other review fees associated with the inspection of improvements related to Developer's subdivision and land development for the subject property. Should Developer wish to dispute any of the above-referenced fees, the dispute may be addressed in accordance with Sections 503(1) and 510(g) of the MPC.

To the extent that Developer fails to remit payment within thirty (30) days, the Township may withdraw such amounts from the escrow fund created pursuant to the Financial Security posted in accordance with the Financial Security Agreement and shall notify Developer of such withdrawal. Developer shall then be required to replenish the escrow fund created pursuant to the Financial Security within thirty (30) days thereafter.

d. It is expressly acknowledged and agreed that Township shall not be obligated hereunder or otherwise to finally release Developer from and under the Financial Security, the Financial Security Agreement, or any other financial security provided pursuant hereto, to accept dedication (or other transfer or assignment) of any of the items under Section 7 hereof, and/or to issue any use and occupancy permit, or any other permit, unless and until all the aforesaid costs, expenses and fees are paid in full.

11. Indemnification

a. Developer hereby agrees to indemnify and save harmless Township, its officials, officers, employees and agents, of, from and against any liability, claim, suit or demand of whatever nature or kind, whether founded or unfounded, arising from, out of or related to the design, laying out, permitting, installation, construction, completion, inspection, testing, functioning, repair and/or maintenance of (or the failure to repair and/or maintain) the Improvements, together with all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs and expert witness fees and costs) as may be incurred by Township in connection with any such liability, claim, suit or demand except to the extent caused by the negligence or willful misconduct of the Township.

b. The indemnification, save harmless and defense provisions of Subsection 11.a shall not apply to any claims, suits or demands arising from, out of or related to the repair and/or maintenance of (or the failure to repair and/or maintain) any Improvements, the dedication (or other transfer or assignment) of which has been offered to and accepted by Township, which repair and/or maintenance (or the failure thereof) occurs in whole after the time when Township's acceptance of the offer of dedication becomes final and effective.

12. Notices

a. Any notice, demand or other communication required, authorized or permitted to be given under this Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.

b. Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified U.S. mail, postage prepared, return receipt requested; or (iii) nationally recognized express delivery service, postage or delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, at the time of deposit in the U.S. mails.

13. Miscellaneous

a. Waiver. Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy,

power or privilege with respect to any other occurrence. No waiver shall be effective against Township, unless it is in writing signed by a duly authorized representative of the Township.

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

c. Cumulative Rights and Remedies. Any and all rights, powers, privileges and/or remedies granted or accruing to Township under or pursuant to this Agreement and/or the Financial Security Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges and/or remedies as may be now or hereafter available to Township under the Subdivision and Land Development Ordinance and/or the MPC and/or otherwise at law or in equity.

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

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

f. No Third Party Beneficiaries. This Agreement does not confer any enforceable rights or remedies upon any person other than the signatories hereto. Neither contractors of the Developer, nor owners of lots within or adjoining the Subject Property, shall be considered beneficiaries of this Agreement and, accordingly, shall have no rights hereunder, *inter alia* and without limitation, for the completion or maintenance of any Improvements, or for the use, increase, decrease or modification of any Financial Security for any purposes whatsoever.

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

h. Entire Agreement; Amendment. This Agreement, together with the exhibits attached hereto and made a part hereof and the Financial Security Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and, except as may be otherwise specifically set forth herein, supersedes all prior

and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

i. Governing Law & Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, regardless of conflicts of laws and principles. All claims arising from this Agreement shall be the exclusive jurisdiction of the Chester County Court of Common Pleas or the U.S. District Court for the Eastern District of Pennsylvania.

SIGNATURE PAGE FOLLOWS

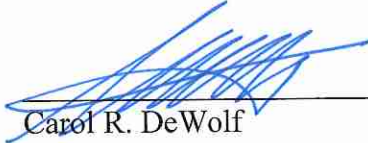
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:



WESTTOWN TOWNSHIP

By:



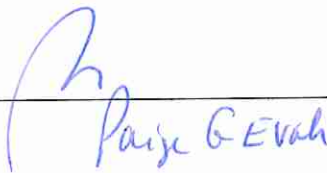
Carol R. DeWolf

Title: Chair

Date:

May 2, 2016

ATTEST:

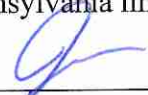


DEVELOPER

FLINTLOCK ASSOCIATES, LLC,

a Pennsylvania limited liability company

By:



Joseph Behrle, Member

Date:

4.26.16

ACKNOWLEDGMENT

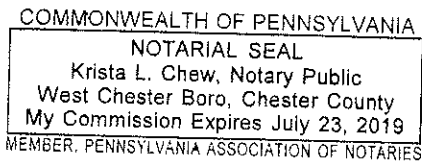
COMMONWEALTH OF PENNSYLVANIA :

.SS.

COUNTY OF CHESTER :

On this 2nd day of May, 2016, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Carol R. DeWolf, who acknowledged herself to be the Chair of the Board of Supervisors of Westtown Township, and that she, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Krista L. Chew
Notary Public

My Commission Expires: July 23, 2019

ACKNOWLEDGMENT

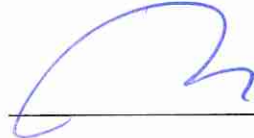
COMMONWEALTH OF PENNSYLVANIA :

SS.

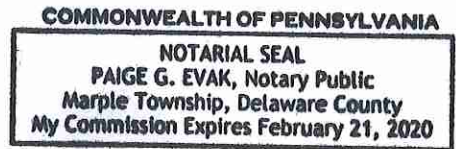
COUNTY OF DELAWARE :

On this 26 day of April, 2016, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Joseph Behrle, who acknowledged himself to be a Member of FLINTLOCK ASSOCIATES, LLC, a Pennsylvania limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Notary Public



My Commission Expires:



March 8, 2016

Mr. Robert Pingar, P.E., Township Manager & Director of Engineering
Westtown Township
1039 Wilmington Pike
West Chester, PA 19382

**RE: Rustin Residential
Public Improvement Cost Estimate Review
MT File No. 5675.08**

Dear Mr. Pingar:

Attached please find the construction cost estimate prepared for the proposed Rustin Residential Subdivision by the applicant's engineer, D.L. Howell & Associates, Inc. dated January 28, 2016, received by this office on February 1, 2016.

In accordance with §149-403 of the Westtown Township Subdivision and Land Development Ordinance and consistent with Section 509 of the *Pennsylvania Municipalities Planning Code (MPC)*, our office and the Township's Sanitary Sewer Engineer, Carroll Engineering, have reviewed the construction cost estimate based on the approved Rustin Residential Preliminary/Final Subdivision Land Development Plans dated July 25, 2014, last revised August 3, 2015.

Accounting for any necessary amendments, we have developed the attached cost estimate in the amount of **\$2,575,884.10**. The revised amount includes the addition of costs associated with the "Bayard Rustin High School, Road & Intersection Improvements" outlined in our June 8, 2011 letter and as noted on the final plans as a condition of approval. In addition, cost estimates have been included to account for the installation of sidewalks and ADA curb ramps per the approved plan, and any repairs to Shiloh Road that may become necessary due to construction activity on the site.

The applicant shall post this amount as financial security for the completion of the required improvements in this land development project.

Please do not hesitate to contact me at (610) 640-3500 if you have any questions or concerns regarding this information.

Regards,

Kevin M. Matson, P.E.
Township Engineer

CC: Westtown Township Board of Supervisors
Pat McKenna, Westtown Township Solicitor
David Gibbons, D.L. Howell & Associates, Inc., Applicant Engineer
Joe Behrle, Behrle Construction Company Inc., Applicant



Westtown Township
Rustin Residential
MT File No. 5675.08
DLH JOB # 2584
3/8/2016

PUBLIC IMPROVEMENTS COST ESTIMATE

Based on plan dated 07/25/2014, revised 8/3/2015

Plans prepared by D.L. Howell & Associates, Thirty (30) Sheets

ITEM NO.	ITEM	QUANTITY	UNITS	UNIT COST	ITEM COST	SUBTOTAL
A- Construction Stakeout						
1	Construction Stakeout	1	LS	\$35,627.00	\$35,627.00	
						\$35,627.00
B- Clearing & Removal of Existing						
2	Clearing & Grubbing	1	LS	\$28,050.00	\$28,050.00	
						\$28,050.00
C- Sediment & Erosion Controls						
3	Construction Entrance	1	EACH	\$1,500.00	\$1,500.00	
4	18" Silt Fence	963	LF	\$1.30	\$1,251.90	
5	18" Silt Fence - Topsoil Stockpiles	1053	LF	\$1.30	\$1,368.90	
6	30" Silt Fence	1121	LF	\$2.15	\$2,410.15	
7	Super Silt Fence	810	LF	\$7.50	\$6,075.00	
8	Temporary Seeding - Excess Fill Piles	9680	SY	\$0.30	\$2,904.00	
9	Permanent Seeding - Athletic Field	12548	SY	\$0.90	\$11,293.20	
10	North American Green S-75 Slope Matting	11502	SY	\$1.50	\$17,253.00	
						\$44,056.15
D - Storm Basin #1						
11	Strip Topsoil - Basin #1	1102	CY	\$2.64	\$2,909.28	
12	Cut Fill & Compact - Basin #1	3271	CY	\$2.82	\$9,224.22	
13	Core Cut & Fill Keyway - Basin #1	350	LF	\$10.92	\$3,822.00	
14	Grade - Basin #1	4935	SY	\$0.90	\$4,441.50	
15	Respread Topsoil - Basin #1	1102	CY	\$4.50	\$4,959.00	
16	Permanent Rake & Seed - Basin #1	13641	SF	\$0.10	\$1,364.10	
17	North American Green S-75 - Basin #1	2350	SY	\$1.50	\$3,525.00	
18	Grade Spillway - Basin #1	483	SY	\$1.69	\$816.27	
19	R-4 Rip Rap Spillway And Dissipator - Basin #1	320	TON	\$35.85	\$11,472.00	
20	Super Silt Fence Baffle Wall (4') - Basin #1	183	LF	\$21.08	\$3,857.64	
21	Outlet Structure W/Trash Rack, Plywood Box & Gate Valve #OS-1 - Basin #1	1	EACH	\$5,002.00	\$5,002.00	
22	Anti seep Collar - Basin #1	1	EACH	\$1,681.00	\$1,681.00	
23	15" Rcp - Basin #1	50	LF	\$49.13	\$2,456.50	
24	15 Dw Endwall #42 - Basin #1	1	EACH	\$1,800.00	\$1,800.00	
25	3" Skimmer - Basin #1	1	EACH	\$2,000.00	\$2,000.00	
26	R-5 Rip Rap Dissipator - Basin #1	1	EACH	\$866.00	\$866.00	
						\$60,196.51
E - Storm Basin #2						
27	Strip Topsoil - Basin #2	1235	CY	\$2.64	\$3,260.40	
28	Cut Fill & Compact - Basin #2	4535	CY	\$2.82	\$12,788.70	
29	Core Cut & Fill Keyway - Basin #2	435	LF	\$10.92	\$4,750.20	
30	Grade - Basin #2	5532	SY	\$0.90	\$4,978.80	
31	Respread Topsoil - Basin #2	1325	CY	\$4.50	\$5,962.50	
32	Permanent Rake & Seed - Basin #2	1545	SF	\$0.10	\$154.50	
33	North American Green S-75 - Basin #2	3055	SY	\$1.50	\$4,582.50	
34	Grade Spillway - Basin #2	153	SY	\$1.69	\$258.57	
35	R-4 Rip Rap Spillway And Dissipator - Basin #2	182	TON	\$37.24	\$6,777.68	
36	Super Silt Fence Baffle Wall (5') - Basin #2	432	LF	\$24.41	\$10,545.12	
37	Outlet Structure W/Trash Rack, Plywood Box & Gate Valve #OS-2 - Basin #2	1	EACH	\$4,780.00	\$4,780.00	
38	Anti seep Collar - Basin #2	1	EACH	\$1,613.00	\$1,613.00	
39	15" Rcp - Basin #2	69	LF	\$49.13	\$3,389.97	
40	Type M Inlet #39 - Basin #2	1	EACH	\$2,906.00	\$2,906.00	
41	5" Skimmer - Basin #2	1	EACH	\$2,294.00	\$2,294.00	
						\$89,041.94
F - Storm Basin #3						
42	Strip Topsoil - Basin #3	1300	CY	\$2.64	\$3,432.00	
43	Cut Fill & Compact - Basin #3	3133	CY	\$2.82	\$8,835.06	
44	Core Cut & Fill Keyway - Basin #3	430	LF	\$11.02	\$4,738.80	
45	Grade - Basin #3	5820	SY	\$0.90	\$5,238.00	
46	Respread Topsoil - Basin #3	1300	CY	\$4.50	\$5,850.00	
47	Permanent Rake & Seed - Basin #3	13012	SF	\$0.10	\$1,301.20	
48	North American Green S-75 - Basin #3	3277	SY	\$1.50	\$4,915.50	
49	Grade Spillway - Basin #3	112	SY	\$1.69	\$189.28	
50	R-4 Rip Rap Spillway And Dissipator - Basin #3	162	TON	\$34.10	\$5,524.20	
51	Super Silt Fence Baffle Wall (3') - Basin #3	132	LF	\$13.31	\$1,756.92	
52	Outlet Structure W/Trash Rack, Plywood Box & Gate Valve #OS-3 - Basin #3	1	EACH	\$4,868.00	\$4,868.00	
53	Anti seep Collar - Basin #3	1	EACH	\$1,614.00	\$1,614.00	
54	18" Rcp - Basin #3	43	LF	\$65.00	\$2,795.00	
55	18" DW Endwall #41 - Basin #3	1	EACH	\$1,575.00	\$1,575.00	
56	4" Skimmer - Basin #3	1	EACH	\$848.00	\$848.00	
57	R-4 Rip Rap Dissipator - Basin #3	1	EACH	\$809.00	\$809.00	
						\$54,389.76



Westtown Township
Rustin Residential
MT File No. 5675.08
DLH JOB # 2584
3/8/2016

PUBLIC IMPROVEMENTS COST ESTIMATE

Based on plan dated 07/25/2014, revised 8/3/2015

Plans prepared by D.L. Howell & Associates, Thirty (30) Sheets

ITEM NO.	ITEM	QUANTITY	UNITS	UNIT COST	ITEM COST	SUBTOTAL
G - Earthwork Site						
58	Strip Topsoil - Earthwork Site	28448	CY	\$2.51	\$71,404.48	
59	Cut Fill & Compact - Earthwork Site	58085	CY	\$2.75	\$159,733.75	
60	Grade - Earthwork Site	117424	SY	\$0.60	\$70,454.40	
61	Respread Topsoil (Greenspace & Athletic Fields)	9407	CY	\$4.50	\$42,331.50	
62	Infield Mix and Clay Mound (Athletic Field)	1	LS	\$12,000.00	\$12,000.00	
						\$355,924.13
H - Sanitary Sewer						
63	8" PVC W/#57 6" Under The Pipe To 12" Over (Average Depth 14.23')	566	LF	\$40.01	\$22,645.66	
64	8" PVC W/#57 6" Under The Pipe To 12" Over (Average Depth 8.21')	2354	LF	\$30.11	\$70,878.94	
65	Connection to Existing	1	LS	\$5,000.00	\$5,000.00	
66	6" PVC Lateral W/6" Under The Pipe To 12" Over (Slubbed 5' Behind The Curb And Terminated With A Cleanout)	1547	LF	\$34.40	\$53,216.80	
67	48" Sanitary (Average Depth 8.21') Manholes	18	EACH	\$2,935.00	\$52,830.00	
68	48" Sanitary (Average Depth 17.27') Manholes	1	EACH	\$10,123.00	\$10,123.00	
69	Saw Cut Pavement - Farm Lane	10	LF	\$4.72	\$47.20	
70	2a Modified Full Stone Backfill - Farm Lane	22	TON	\$14.84	\$322.08	
71	Permanent Paving Repairs (4.5" Bcbc, 1.5" Wearing) - Existing Drive Lane	3	SY	\$670.00	\$2,010.00	
72	Traffic Control	2	DY	\$602.00	\$1,204.00	
73	Testing	1	LS	\$5,550.00	\$5,550.00	
						\$223,827.68
I - Storm Sewer						
74	15" Rcp W/2a Modified 6" Under the Pipe to 12" Over	1629	LF	\$40.83	\$66,512.07	
75	18" Rcp W/2a Modified 6" Under the Pipe to 12" Over	284	LF	\$43.22	\$12,274.48	
76	24" Rcp W/2a Modified 6" Under the Pipe to 12" Over	906	LF	\$52.90	\$47,927.40	
77	30" Rcp W/2a Modified 6" Under the Pipe to 12" Over	337	LF	\$70.10	\$23,623.70	
78	Type C Inlet	25	EACH	\$2,093.00	\$52,325.00	
79	Type C Inlet Modified 42" x 48"	1	EACH	\$2,713.00	\$2,713.00	
80	Type M Inlet #39 - Basin #2	6	EACH	\$1,898.00	\$11,376.00	
81	Typ M Inlet Modified 42" x 48"	3	EACH	\$2,872.00	\$8,616.00	
82	48" x 66" Type M Inlet Modified W/Snout	3	EACH	\$8,185.00	\$24,555.00	
83	72" x 72" Type M Inlet Modified W/Snout	1	EACH	\$13,528.00	\$13,528.00	
84	60" Storm Manhole	1	EACH	\$3,073.00	\$3,073.00	
85	24" Dw Endwall	2	EACH	\$1,466.00	\$2,932.00	
86	30" Dw Endwall	2	EACH	\$2,663.00	\$5,326.00	
87	Rip Rap Dissipator	4	EACH	\$1,260.00	\$5,040.00	
						\$279,821.66
J - Roadway Site						
88	Excavate & Backfill Concrete Curb	5630	LF	\$3.38	\$19,029.40	
89	18" Concrete Curb	5630	LF	\$11.83	\$66,602.90	
90	Sidewalk (4')	11200	SF	\$6.00	\$67,200.00	
91	Curb Ramps	2	EACH	\$3,000.00	\$6,000.00	
92	Fine Grade Paving	7844	SY	\$1.05	\$8,236.20	
93	6" 2a Modified - Roadway Site	7844	SY	\$6.27	\$49,181.88	
94	4.5" Bcbc Paving (Asphalt Index \$468.00)	7844	SY	\$16.13	\$126,523.72	
95	1.5" Wearing Paving (Asphalt Index \$468.00)	7844	SY	\$6.88	\$53,966.72	
96	Mill Asphalt Butt Joints	1	LS	\$1,323.00	\$1,323.00	
97	Street Sweeving	7844	SY	\$0.12	\$941.28	
98	Tac Coat	7844	SY	\$0.20	\$1,568.80	
99	Curb & Joint Seal	8000	LF	\$0.66	\$5,280.00	
100	Line Painting & Signage	1	LS	\$6,103.00	\$6,103.00	
						\$411,956.90
K - Parking At Field						
101	Excavate & Backfill Concrete Curb	830	LF	\$3.38	\$2,805.40	
102	18" Concrete Curb	830	LF	\$11.83	\$9,818.90	
103	Curb Ramps	4	EACH	\$3,000.00	\$12,000.00	
104	Fine Grade Paving	1698	SY	\$1.43	\$2,428.14	
105	6" 2a Modified	1698	SY	\$6.59	\$11,189.82	
106	4.5" Bcbc Paving (Asphalt Index \$468.00)	1698	SY	\$17.32	\$29,409.36	
107	1.5" Wearing Paving (Asphalt Index \$468.00)	1698	SY	\$7.66	\$13,006.68	
108	Street Sweeving	1698	SY	\$0.12	\$203.76	
109	Tac Coat	1698	SY	\$0.20	\$339.60	
110	Curb & Joint Seal	830	LF	\$0.66	\$547.80	
						\$81,749.46



Westtown Township
 Rustin Residential
 MT File No. 0000.00
 DLH JOB # 2584
 1/28/2016

PUBLIC IMPROVEMENTS COST ESTIMATE

Based on plan dated 07/25/2014, revised 9/3/2015

Plans prepared by D.L. Howell & Associates, Thirty (30) Sheets

PUBLIC IMPROVEMENTS COST ESTIMATE SHARED IMPROVEMENTS

ITEM NO.	ITEM	QUANTITY	UNITS	UNIT COST	ITEM COST	SUBTOTAL
A- Construction Stakeout						
1	Construction Stakeout	1	LS	\$35,627.00	\$35,627.00	\$35,627.00
B- Clearing & Removal of Existing						
2	Clearing & Grubbing	1	LS	\$28,050.00	\$28,050.00	\$28,050.00
C- Sediment & Erosion Controls						
3	Construction Entrance	1	EACH	\$1,500.00	\$1,500.00	
4	18" Silt Fence	963	LF	\$1.00	\$963.00	
5	18" Silt Fence - Topsoil Stockpiles	1053	LF	\$1.00	\$1,053.00	
6	30" Silt Fence	1121	LF	\$1.70	\$1,905.70	
7	Super Silt Fence	810	LF	\$6.00	\$4,860.00	
8	Temporary Seeding - Excess Fill Piles	9690	SY	\$0.30	\$2,904.00	
9	Permanent Seeding - Athletic Field	12549	SY	\$0.72	\$9,034.56	
10	North American Green S-75 Slope Matting	11502	SY	\$1.28	\$14,482.52	\$38,712.78
D - Storm Basin #1						
11	Strip Topsoil - Basin #1	1102	CY	\$2.64	\$2,909.28	
12	Cut Fill & Compact - Basin #1	3271	CY	\$2.82	\$9,224.22	
13	Core Cut & Fill Keyway - Basin #1	350	LF	\$10.92	\$3,822.00	
14	Grade - Basin #1	4935	SY	\$0.28	\$1,381.80	
15	Respread Topsoil - Basin #1	1102	CY	\$3.23	\$3,559.46	
16	Permanent Rake & Seed - Basin #1	13641	SF	\$0.10	\$1,364.10	
17	North American Green S-75 - Basin #1	2350	SY	\$1.50	\$3,525.00	
18	Grade Spillway - Basin #1	489	SY	\$1.89	\$816.27	
19	R-4 Rip Rap Spillway And Dissipator - Basin #1	320	TON	\$35.85	\$11,472.00	
20	Super Silt Fence Baffle Wall (4) - Basin #1	183	LF	\$21.08	\$3,857.84	
21	Outlet Structure W/Trash Rack, Plywood Box & Gate	1	EACH	\$5,002.00	\$5,002.00	
	Valve #Os-1 - Basin #1	1	EACH	\$1,681.00	\$1,681.00	
22	Anti seep Collar - Basin #1	1	EACH	\$1,681.00	\$1,681.00	
23	15" Rcp - Basin #1	50	LF	\$49.15	\$2,458.50	
24	15" Dw Endwall #42 - Basin #1	1	EACH	\$1,575.00	\$1,575.00	
25	3" Skimmer - Basin #1	1	EACH	\$1,197.00	\$1,197.00	
26	R-5 Rip Rap Dissipator - Basin #1	1	EACH	\$866.00	\$866.00	\$54,709.27
E - Storm Basin #2						
27	Strip Topsoil - Basin #2	1235	CY	\$2.64	\$3,260.40	
28	Cut Fill & Compact - Basin #2	4535	CY	\$2.82	\$12,788.70	
29	Core Cut & Fill Keyway - Basin #2	435	LF	\$10.92	\$4,760.20	
30	Grade - Basin #2	5532	SY	\$0.28	\$1,548.96	
31	Respread Topsoil - Basin #2	1325	CY	\$3.23	\$4,279.75	
32	Permanent Rake & Seed - Basin #2	1545	SF	\$0.10	\$154.50	
33	North American Green S-75 - Basin #2	3055	SY	\$1.50	\$4,582.50	
34	Grade Spillway - Basin #2	153	SY	\$1.89	\$288.57	
35	R-4 Rip Rap Spillway And Dissipator - Basin #2	182	TON	\$37.24	\$6,777.68	
36	Super Silt Fence Baffle Wall (5) - Basin #2	432	LF	\$24.41	\$10,545.12	
37	Outlet Structure W/Trash Rack, Plywood Box & Gate	1	EACH	\$4,780.00	\$4,780.00	
	Valve #Os-2 - Basin #2	1	EACH	\$1,813.00	\$1,813.00	
38	Anti seep Collar - Basin #2	1	EACH	\$1,813.00	\$1,813.00	
39	15" Rcp - Basin #2	69	LF	\$47.49	\$3,278.81	
40	Type M Inlet #39 - Basin #2	1	EACH	\$2,906.00	\$2,906.00	
41	5" Skimmer - Basin #2	1	EACH	\$2,294.00	\$2,294.00	\$83,816.19
F - Storm Basin #3						
42	Strip Topsoil - Basin #3	1300	CY	\$2.64	\$3,432.00	
43	Cut Fill & Compact - Basin #3	3133	CY	\$2.82	\$8,836.06	
44	Core Cut & Fill Keyway - Basin #3	430	LF	\$11.02	\$4,738.60	
45	Grade - Basin #3	5820	SY	\$0.29	\$1,687.80	
46	Respread Topsoil - Basin #3	1300	CY	\$3.25	\$4,225.00	
47	Permanent Rake & Seed - Basin #3	13012	SF	\$0.10	\$1,301.20	
48	North American Green S-75 - Basin #3	3277	SY	\$1.50	\$4,915.50	
49	Grade Spillway - Basin #3	112	SY	\$1.89	\$211.88	
50	R-4 Rip Rap Spillway And Dissipator - Basin #3	162	TON	\$34.10	\$5,524.20	
51	Super Silt Fence Baffle Wall (3) - Basin #3	132	LF	\$13.31	\$1,756.92	
52	Outlet Structure W/Trash Rack, Plywood Box & Gate	1	EACH	\$4,888.00	\$4,888.00	
	Valve #Os-3 - Basin #3	1	EACH	\$1,814.00	\$1,814.00	
53	Anti seep Collar - Basin #3	1	EACH	\$1,814.00	\$1,814.00	
54	18" Rcp - Basin #3	43	LF	\$49.05	\$2,109.15	
55	18" Dw Endwall #41 - Basin #3	1	EACH	\$1,575.00	\$1,575.00	
56	4" Skimmer - Basin #3	1	EACH	\$848.00	\$848.00	
57	R-4 Rip Rap Dissipator - Basin #3	1	EACH	\$909.00	\$909.00	\$48,541.71



Westtown Township
Rustin Residential
MT File No. 0000.00
DLH JOB # 2684
1/28/2016

PUBLIC IMPROVEMENTS COST ESTIMATE

Based on plan dated 07/25/2014, revised 8/3/2015

Plans prepared by D.L. Howell & Associates, Thirty (30) Sheets

PUBLIC IMPROVEMENTS COST ESTIMATE SHARED IMPROVEMENTS

ITEM NO.	ITEM	QUANTITY	UNITS	UNIT COST	ITEM COST	SUBTOTAL
G - Earthwork Site						
58	Strip Topsoil - Earthwork Site	28448	CY	\$2.51	\$71,404.48	
59	Cut Fill & Compact - Earthwork Site	58065	CY	\$2.75	\$159,733.75	
60	Grade - Earthwork Site	117424	SY	\$0.29	\$34,052.95	
61	Respread Topsoil (Greenpace & Athletic Fields)	9407	CY	\$3.28	\$30,666.82	
						\$295,859.01
H - Sanitary Sewer						
62	8" Dr-18 W/57 6" Under The Pipe To 12" Over (Average Depth 14.23')	566	LF	\$40.01	\$22,645.66	
63	8" Sdr-26 W/57 6" Under The Pipe To 12" Over (Average Depth 8.21')	2354	LF	\$30.11	\$70,878.94	
64	6" Pvc Lateral W/6" Under The Pipe To 12" Over (Stubbed 5' Behind The Curb And Terminated With A Cleanout)	1529	LF	\$34.40	\$52,597.60	
65	48" Sanitary (Average Depth 6.21') Manholes	18	EACH	\$2,995.00	\$52,930.00	
66	48" Sanitary (Average Depth 17.27') Manholes	1	EACH	\$10,123.00	\$10,123.00	
67	Shrink Wrap Joints On Manholes	19	EACH	\$520.00	\$9,880.00	
68	Saw Cut Pavement - Farm Lane	10	LF	\$4.72	\$47.20	
69	2a Modified Full Stone Backfill - Farm Lane	22	TON	\$14.84	\$322.08	
70	Permanent Paving Repairs (4.5" Bcbs, 1.5" Wearing) - Existing Drive Lane	3	SY	\$670.00	\$2,010.00	
71	Traffic Control	2	DY	\$802.00	\$1,204.00	
72	Testing	1	LS	\$5,550.00	\$5,550.00	
						\$228,089.48
I - Storm Sewer						
73	16" Rop W/2a Modified 6" Under the Pipe to 12" Over	1406	LF	\$40.83	\$57,408.98	
74	18" Rop W/2a Modified 6" Under the Pipe to 12" Over	284	LF	\$43.22	\$12,274.48	
75	24" Rop W/2a Modified 6" Under the Pipe to 12" Over	908	LF	\$52.90	\$47,827.40	
76	30" Rop W/2a Modified 6" Under the Pipe to 12" Over	337	LF	\$70.10	\$23,623.70	
77	Type C Inlet	25	EACH	\$2,093.00	\$52,325.00	
78	Type C Inlet Modified 42" x 48"	1	EACH	\$2,713.00	\$2,713.00	
79	Type M Inlet #39 - Basin #2	6	EACH	\$1,698.00	\$10,176.00	
80	Type M Inlet Modified 42" x 48"	3	EACH	\$2,672.00	\$8,616.00	
81	48" x 66" Type M Inlet Modified W/Snout	3	EACH	\$8,185.00	\$24,555.00	
82	72" x 72" Type M Inlet Modified W/Snout	1	EACH	\$13,528.00	\$13,528.00	
83	60" Storm Manhole	1	EACH	\$3,073.00	\$3,073.00	
84	24" Dw Endwall	2	EACH	\$1,486.00	\$2,932.00	
85	30" Dw Endwall	2	EACH	\$2,883.00	\$5,326.00	
86	Rip Rap Disipator	4	EACH	\$1,260.00	\$5,040.00	
						\$270,716.58
K - Roadway Site						
102	Excavate & Backfill Concrete Curb	5930	LF	\$3.36	\$19,029.40	
103	18" Concrete Curb	5930	LF	\$11.83	\$69,802.90	
104	Fine Grade Paving	7844	SY	\$1.05	\$8,236.20	
105	6" 2a Modified - Roadway Site	7844	SY	\$6.27	\$49,181.88	
106	4.5" Bcbs Paving (Asphalt Index \$468.00)	7844	SY	\$16.13	\$126,523.72	
107	1.5" Wearing Paving (Asphalt Index \$468.00)	7844	SY	\$6.89	\$53,856.72	
108	MII Asphalt Bull Joints	1	LS	\$1,323.00	\$1,323.00	
109	Street Sweeing	7844	SY	\$0.12	\$941.28	
110	Tac Coat	7844	SY	\$0.20	\$1,568.80	
111	Curb & Joint Seal	8000	LF	\$0.88	\$6,280.00	
112	Line Painting & Signage	1	LS	\$6,103.00	\$6,103.00	
						\$338,758.90
L - Parking At Field						
113	Excavate & Backfill Concrete Curb	830	LF	\$3.36	\$2,805.40	
114	18" Concrete Curb	830	LF	\$11.83	\$9,818.90	
115	Fine Grade Paving	1698	SY	\$1.43	\$2,428.14	
116	6" 2a Modified	1698	SY	\$6.59	\$11,189.82	
117	4.5" Bcbs Paving (Asphalt Index \$468.00)	1698	SY	\$17.32	\$29,409.35	
118	1.5" Wearing Paving (Asphalt Index \$468.00)	1698	SY	\$7.66	\$13,006.88	
119	Street Sweeing	1698	SY	\$0.12	\$203.76	
120	Tac Coat	1698	SY	\$0.20	\$339.60	
121	Curb & Joint Seal	830	LF	\$0.66	\$547.80	
						\$69,749.46
M - Emergency Access						
122	Fine Grade Paving	250	SY	\$1.43	\$357.50	
123	6" 2a Modified	250	SY	\$6.59	\$1,547.50	
124	4.5" Bcbs Paving (Asphalt Index \$468.00)	250	SY	\$17.32	\$4,330.00	
125	1.5" Wearing Paving (Asphalt Index \$468.00)	250	SY	\$7.66	\$1,915.00	
						\$8,250.00
N - Mobilization & Supervision						
126	Mobilization and Supervision	1	LS	\$1.43	\$51,150.00	
						\$51,150.00
O - Walking Path						
127	Post & Rail Fence - Walking Path	212	LF	\$13.31	\$2,821.72	
128	Excavate & Backfill Asphalt Walking Path	26316	SF	\$0.99	\$25,081.85	
129	Paved Walking Path W/6" 2a Modified, 2" Wearing	2612	SY	\$17.00	\$47,804.00	
						\$75,887.57



Westtown Township
 Rustin Residential
 MT File No. 0000.00
 DLH JOB # 2584
 1/28/2016

PUBLIC IMPROVEMENTS COST ESTIMATE

Based on plan dated 07/25/2014, revised 8/3/2015

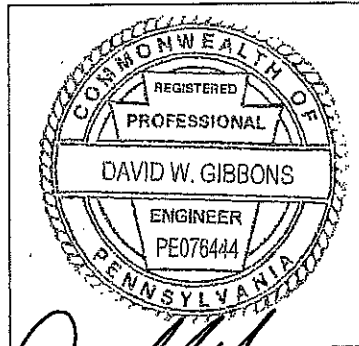
Plans prepared by D.L. Howell & Associates, Thirty (30) Sheets

PUBLIC IMPROVEMENTS COST ESTIMATE SHARED IMPROVEMENTS

ITEM NO.	ITEM	QUANTITY	UNITS	UNIT COST	ITEM COST	SUBTOTAL
P - Convert Basin To Permanent						
130	Excavate Basin #1 (Remove E/s Controls And Install Pipe And Stone Bed)	1	EACH	\$32,420.00	\$32,420.00	
131	Excavate Basin #2 (Remove E/s Controls And Install Pipe And Stone Bed)	1	EACH	\$30,493.00	\$30,493.00	
132	Excavate Basin #3 (Remove E/s Controls And Install Pipe And Stone Bed)	1	EACH	\$28,067.00	\$28,067.00	
						\$90,980.00
Q - Miscellaneous						
133	Traffic Signs	9	EACH	\$225.00	\$2,025.00	
134	Striping	1	LS	\$1,000.00	\$1,000.00	
135	Monuments	93	EACH	\$165.00	\$15,345.00	
136	Iron Pins	73	EACH	\$75.00	\$5,475.00	
137	Prepare As-builts	1	LS	\$25,000.00	\$25,000.00	
						\$48,845.00
R - Landscaping						
139	Street Trees Deciduous (3-3.5' cal.)	149	EACH	\$225.00	\$33,525.00	
140	Shrubs (24" ht. min.)	463	EACH	\$30.00	\$13,890.00	
146	Evergreen (8' ht. min.)	173	EACH	\$200.00	\$34,600.00	
151	Flowering Trees (8-10' ht.)	57	EACH	\$225.00	\$12,825.00	
158	Seeded Lawn Area	509350	SF	\$0.05	\$25,467.50	
						\$120,307.50
						SUBTOTAL \$1,865,846.43
						CONTINGENCY (10%): \$188,584.64
						TOTAL: \$2,052,431.07
						TOWNSHIP CONSTRUCTION INSPECTION: \$102,621.65
						TOTAL: \$2,155,052.63

NOTES:

- 1.) The unit pricing included is appropriate and are based upon available pricing indices or this firm's historical experience in the general geographical area as a result of the same, it is only approximate. For utilization as a budget estimate, same must be updated by current market conditions and other constructability factors.
- 2.) This opinion of probable construction cost excludes costs that may be associated with dewatering, unforeseen sub-surface conditions, environmental conditions, earth work, adverse weather conditions, material requirements, temporary utility installations, electrical transformer costs, water meter costs, etc. This estimate is not to be utilized for proforma or finance purposes.



Date _____ David W. Gibbons PE076444

FINANCIAL SECURITY AGREEMENT

THIS Financial Security Agreement, is made as of this 2nd day of May, 2016, by and between Westtown Township (by and through its Board of Supervisors), Chester County, Pennsylvania, a Township of the Second Class, with offices at 1039 Wilmington Pike, West Chester, Pennsylvania ("Township"), and FLINTLOCK ASSOCIATES, LLC, a Pennsylvania limited liability company, with its address at 181 Dam View Drive, Media, Pennsylvania 19063, and its successors and assigns ("Developer"), and Wilmington Savings Fund Society, FSB, a federal savings bank, with an address at WSFS Bank Center, 500 Delaware Avenue, Wilmington, Delaware 19801, and its successors and assigns ("Financial Institution").

BACKGROUND

A. Developer represents that it is the owner of, and has proposed to develop, a tract of land situated in Westtown Township, located at 1100 Shiloh Road, Westtown Township, Chester County, Pennsylvania, consisting of 49.728 +/- acres, being part of Tax ID No. 67-5-6-E ("Subject Property"), as and for the subdivision of the Subject Property into a fifty (50) lot residential subdivision together with open space, walking trails, road improvements, storm water management facilities and other related improvements and/or common amenities proposed or required in, on and/or related to the proposed land development. The instant Agreement pertains to those improvements designated on the Plan, and listed in summary form on the Plan and on the attached spread sheet.

B. The proposed land development of the Subject Property is known as "Rustin Residential" as is depicted on the Final Subdivision and Land Development Plan dated July 25, 2014, last revised August 3, 2015, and recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, at plan 19951 ("Plans").

C. A Conditional Use Approval for the Subject Property was submitted to, and approved by, the Board of Supervisors of the Township on May 5, 2014, subject to numerous conditions as noted on the Final Subdivision Plan.

D. On or about May 4, 2015, the Board of Supervisors of the Township granted Preliminary/Final Subdivision Plan Approval of the application for the proposed land development to subdivide the Subject Property into fifty (50) residential lots, subject to certain conditions, including the timely completion of the proposed or required improvements and/or amenities, and the posting of financial security to guarantee said completion, all conditions of which were agreed to by the Developer who hereby confirms said agreement (the "Approvals").

E. Township and Developer, contemporaneously herewith, have entered into a certain Development Agreement, set forth in Exhibit "A," providing for, among other things, the said completion of improvements and amenities and the said posting of financial security.

F. The parties, by these presents, desire to set forth their further agreement and understanding with respect to the said financial security and such other matters as hereinbelow set forth.

NOW, THEREFORE, the parties hereunto, in consideration of the premises and the mutual promises herein contained and intending to be legally bound hereby, agree as follows:

1. Definitions: Interpretation

a. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:

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

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

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

(4) "Financial Security" shall mean the financial security provided under and in accordance with the provisions of Section 2 and other provisions of this Agreement and with the provisions of Section 6 of the Development Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security substituted therefor) and the funds representative thereof and therein.

(5) "Improvements" shall mean all site improvements shown on or contemplated by the Plans, including, but not limited to, public or private roads or streets, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, sanitary sewers, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, buffer or screen plantings or other plantings and landscaping and/or other Improvements or common amenities required by this Agreement and any applicable ordinances or regulations.

(6) "MPC" shall mean the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101 *et seq.*, as restated and amended, as the same now exists and hereafter may be further amended.

(7) "Plans" shall mean that certain Final Subdivision and Land Development Plan dated July 25, 2014, last revised August 3, 2015 recorded in the Office of the Recorder of Deeds in and for Chester County PA at plan ("Plans"), consisting of various plan sheets, including, without limitation, all notes, statements and other information appearing on the plan, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the Plans.

(8) "Secured Improvements" shall mean all those certain Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates.

(9) "Subdivision and Land Development Ordinance" shall mean the Subdivision and Land Development Ordinance of the Township, as such Ordinance has been amended and now exists and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Subdivision/Land Development shall be subject to the provisions of §508(4) of the MPC.

(10) "Subject Land Development" shall mean the proposed subdivision and land development of the portion of the Subject Property, together with recreation facilities and other related improvements and/or common amenities proposed or required in, on and/or related to the proposed subdivision and land development, including together with driveways, streets, storm water management facilities (servicing the entire development), sanitary sewer improvements and such other Improvements proposed or required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the Plans.

(11) "Township Engineer" shall mean the professional engineer(s), licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for Township or engaged by Township as a consultant thereto.

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

2. Financial Security

a. Developer, in accordance with and pursuant to the terms of this Financial Security Agreement and at its sole cost and expense, shall establish and maintain Financial Security in the nature of an escrow in the form of a restrictive loan account with Financial Institution as escrow holder under and in accordance with the terms and conditions of this Agreement. (The said escrow in the form of a restrictive loan account is defined herein as the "Financial Security.") The Financial Security shall be established by Developer upon Developer's execution of this Agreement. The Financial Institution, as such escrow holder, shall be subject to approval of Township, which approval shall not be unreasonably withheld. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Secured Improvements in accordance with and pursuant to the terms and conditions of the Development Agreement, and shall further guarantee the performance of the other obligations of Developer under this Agreement and the Development Agreement.

b. The initial amount of the Financial Security shall be Two Million Five Hundred Seventy-Five Thousand Eight Hundred Eighty-Four and 10/100 Dollars (USD \$2,575,884.10), which amount is one hundred and ten percent (110%) of the total of (i) the estimated costs of completing the Secured Improvements and (ii) the estimated amounts of other costs, expenses and fees, as such estimated costs and amounts are more fully and further set forth in Exhibit "B" to the Development Agreement and Exhibit "A" attached hereto. Of this initial

amount, Developer acknowledges that \$2,575,884.10 shall constitute a current advance of funds under the Site Improvements/Escrow category of the loan provided by Financial Institution to Developer.

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

d. The Financial Security shall be automatically extended from year to year for additional periods of thirteen (13) months from the original or each future expiration date, without amendment, unless the Financial Institution shall have notified the Township in writing, not less than sixty (60) days before such expiration date, that the Financial Institution elects not to renew the Financial Security. The Financial Institution's notice of such election must be sent to the Township by certified mail addressed to the above Township address, return receipt requested. A copy of the same shall be forwarded to the Township Solicitor and Township Engineer. In the event that the Financial Institution provides the above-notice of its intent not to renew the Financial Security, the Township may draw upon the Financial Security to secure the completion of the remaining Secured Improvements, unless the Developer provides substitute Financial Security acceptable to the Township at least forty-five (45) days prior to the date of expiration of the then effective Financial Security. It shall be the continuing responsibility of the Developer to ensure that the Financial Security (or the acceptable substitute thereof) shall not be terminated or closed or expired, but shall be and remain open until the final release of funds therefrom in accordance with and pursuant to Section 7 of this Agreement.

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

f. The Financial Institution shall acknowledge and verify in writing to Township that, among other things: (i) the Financial Security, in accordance with this Agreement, has been duly established with it, (ii) the establishment, maintenance and use of the Financial Security under, for purposes of and in accordance with this Agreement and the Development Agreement do not violate any federal, state or other laws or regulations applicable to the Financial Institution, and (iii) that the notation required by Subsection 2.e. above appears on its records. The written acknowledgment and verification shall be substantially in the form attached hereto and made fully part hereof as Exhibit "B."

3. Adjustments to Financial Security

a. Developer agrees that the total amount of the Financial Security and the amount of each of the specific items thereof shall be subject to increase or other adjustment as permitted by and in accordance with the provisions of §509 of the MPC; provided, that

notwithstanding the foregoing, Developer and not Financial Institution shall be responsible for such increase. Without limiting the generality of the foregoing:

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

(2) Township reserves the right to refuse or limit a request for release of the Financial Security, or to increase or otherwise adjust the amount of the Financial Security on an annual basis, if, in the sole opinion of Township, the balance of the Financial Security is insufficient to complete the Secured Improvements, or to pay any of the other costs, expenses or fees for which the Financial Security has been established, as a result of any foreseeable or unforeseeable events which may arise at any time prior to the completion of the Secured Improvements, including, without limitation, interruptions in construction and inflationary increases in the cost of materials.

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

c. In the event that Developer fails to fully post the additional Financial Security, increase or other adjustment within the said thirty (30) day period, Township, in addition to such other or further rights and remedies as may be available, shall have the right to (i) withdraw or revoke all building and all other permits previously issued in connection with the Subject Property and/or the Subject Land Development (except for use and occupancy permits already issued for dwelling units), (ii) refrain from issuing new permits of any kind for the Subject Property and/or the Subject Land Development, and (iii) issue one (1) or more stop, cease and desist orders concerning further work upon construction of the Secured Improvements and/or other Improvements. Upon the issuance and delivery of any such stop, cease and desist order, Developer shall cease all further work on the construction of the Secured Improvements and/or other Improvements described in the order; provided, however, that upon posting of such additional financial security, increase or other adjustment in the Financial Security as required herein, the Township shall withdraw the stop, cease and desist order(s), and Developer may resume work on the construction of the Secured Improvements and/or other Improvements, and any building and other permits previously revoked or withdrawn shall be reinstated.

d. Any funds posted or provided under this Section 3 as additional financial security or as increases or other adjustments to the Financial Security shall become part of the

Financial Security and fully subject to the terms and conditions of this Financial Security Agreement.

4. Interim Releases of Funds

a. As the work of the construction of the Secured Improvements satisfactorily proceeds, Township, from time to time upon written request of Developer prior to final release under Section 7 below, shall authorize the release of funds from the Financial Security in accordance with the provisions of the MPC, in such amounts as directed by the Township in writing, but only by and upon the issuance to and receipt by the Financial Institution of a duly executed Certificate of Completion signed by the Township Engineer and the Chairperson of the Board of Supervisors of the Township. The Certificate of Completion shall be in the form substantially as set forth in Exhibit "C" attached to and made fully part of this Financial Security Agreement.

b. Unless Township expressly and affirmatively directs otherwise in and by the said duly executed Certificate of Completion, the following shall apply to every release of funds from the Financial Security requested under this Section 4: (i) ten percent (10%) of the amount of the funds requested for release shall be retained and not released; and (ii) in no event shall the balance of the Financial Security be reduced below one hundred ten percent (110%) of the estimated costs of completing the remaining uncompleted Secured Improvements, as such estimated costs of completion shall be determined or approved by the Township Engineer.

5. Default

a. If Township determines that any of the Secured Improvements has not been completed fully in accordance with the terms, conditions, and requirements of the Development Agreement or that Developer is otherwise in default of the Development Agreement (including in the event that Developer becomes insolvent, declares bankruptcy, or ceases work on the Improvements for a period of greater than ninety (90) days without Township approval), Developer shall also be in default under this Financial Security Agreement, and Township, in addition to such other or further rights and remedies as may be available, shall have the right to demand and collect payment from the Financial Institution of the full undrawn amount, after reductions and interim releases, if any, pursuant to this Agreement, of the Financial Security, or any part or lesser amount thereof which Township in its sole discretion deems necessary to cure any such default as well as to pay for any professional services related to such cure.

b. The following shall apply to such demand and payment:

(1) Developer hereby authorizes the Financial Institution upon such default, without further inquiry being made, to make said payment directly and immediately to Township or its order, and no further authorization, consent and/or approval of or by Developer to or of said payment shall be required.

(2) Township may draw amounts from and under the Financial Security prior to the performance of any work by or for Township in order to complete the Secured Improvements in accordance with the Development Agreement or otherwise cure the

default, and/or to pay professional services related thereto, based upon (i) estimates received by Township for the completion and/or (ii) bills received by Township for the professional services.

(3) Developer agrees that it shall have no right or standing to prevent or delay any such payment to and/or collection by Township.

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

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

(6) The right of Township to demand payment and collect less than the full undrawn amount of the Financial Security shall not be exhausted by a single exercise thereof, but may be exercised by Township from time to time and at any time without limitation on the number of exercises thereof until the amount of the Financial Security has been fully drawn.

(7) If the reasonable costs, expenses and fees, incurred by Township on account of (i) the foregoing completion of Secured Improvements or otherwise curing the default of Developer and (ii) the professional services related thereto, exceed the amount, if any, received by Township from and under the Financial Security, Developer, in addition to such other and further obligations and liabilities imposed upon it under the Development Agreement and otherwise by law, shall be liable to Township for such excess of such reasonable costs, expenses and fees. Developer hereby agrees to pay the full amount of such excess to Township immediately upon demand.

6. Costs, Expenses and Fees

a. If Developer fails to reimburse Township any reasonable costs, expenses or fees in accordance with and pursuant to Section 10 of the Development Agreement, Developer shall be in default of this Financial Security Agreement, and Township shall be authorized to collect the amount thereof from and under the Financial Security (notwithstanding that the amount of the Financial Security, but for this Subsection a., is not now or hereafter specifically established to guarantee, secure or otherwise cover the payment of such costs, expenses or fees) in same manner and to the same extent as a default made and provided for under Section 5 of this Financial Security Agreement.

b. Developer shall provide additional Financial Security, in a form acceptable to Township and in the amount by which the Financial Security was reduced by any payment made to Township from the Financial Security under provisions of Subsection 6.a above, within fifteen (15) days after written notice of such reduction in the amount of the Financial Security is sent by Township to Developer. Developer shall also provide Township, to

Township's satisfaction and within such fifteen (15) day period, written proof of such additional financial security. The failure of Developer to provide Township, to Township's satisfaction, such additional financial security and written proof thereof within such time shall constitute a default or breach under this Agreement and the Development Agreement, and Developer shall be subject to the provisions governing its default or breach, as set forth in both agreements and/or as otherwise provided by law, including, without limitation, the revocation by Township of all building and other permits issued in connection with the Subject Property and/or the Subject Land Development (except for use and occupancy permits already issued for dwelling units), the refusal of Township to reinstate any of the same or issue other permits in the future, and/or the issuance by Township of stop, cease and desist orders upon the construction of the Secured Improvements and/or other Improvements or any part thereof, until the default or breach is properly and fully cured. The additional financial security shall be and constitute financial security fully subject to the terms and conditions of this Financial Security Agreement.

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

a. After all the Secured Improvements have been completed fully in accordance with the Development Agreement to the satisfaction of the Township, and after all the provisions of the Development Agreement and this Financial Security Agreement have been satisfied fully by Developer (including the payment of all reasonable costs, expenses and fees for which Developer is responsible under both said agreements), Township shall authorize the Financial Institution in writing to release the balance of the Financial Security. Such release authorized by Township shall be the final release of funds from the Financial Security, and shall further release Developer from and under the Financial Security and this Financial Security Agreement.

b. At and upon the aforesaid Township authorized release of the balance of the Financial Security, this Financial Security Agreement shall terminate without further action of the parties being required, and Financial Institution shall have no further liability under this Agreement.

8. Validity and Enforceability of Financial Security

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

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

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

d. If Township determines that, upon the information provided or not provided pursuant to Subsections 8.b and/or 8.c above, the financial security requirements of this Agreement and the Development Agreement are not satisfied, or, if Developer otherwise fails to provide and maintain the Financial Security under and in accordance with this Agreement and the Development Agreement, Township shall give Developer and Financial Institution written notice to provide the required Financial Security within thirty (30) days of the date of the notice. If Developer fails to so provide the Financial Security to Township's reasonable satisfaction within that time, Township, in addition to other and further rights and remedies as may be available, may revoke all permits previously issued in connection with the Subject Property and/or the Subject Land Development (except for use and occupancy permits already issued for dwelling units), may refuse to issue any new permits, and/or may issue stop, cease and desist orders upon the construction of the Secured Improvements and/or other Improvements or any part thereof, until the Financial Security is provided to Township's reasonable satisfaction.

e. Developer further agrees that if it determines or obtains knowledge during the continuance of this Financial Security Agreement that the Financial Institution is, may be or will be unable to honor, provide or maintain the Financial Security for any reason whatsoever in accordance with this Agreement and the Development Agreement (including, but not limited to, the reason that control of the Financial Institution is or is about to be assumed by an agency of the United States government or the Commonwealth of Pennsylvania), Developer shall, immediately, but in no event later than two (2) business days after making such determination or obtaining such knowledge, give written notice of the same to Township. Within thirty (30) days after either the aforesaid notice is given by Developer or such other time as Township notifies Developer that the Financial Security does not exist to the satisfaction of Township, Developer shall obtain additional or substituted financial security with another financial institution as shall be satisfactory to Township. The failure of Developer to provide such additional or substituted financial security shall allow Township, in addition to other or further rights and remedies as may be available, to revoke all permits previously issued in connection with the Subject Property and/or the Subject Land Development (except for use and occupancy permits already issued for dwelling units), to refuse to issue any new permits, and/or to issue stop, cease and desist orders upon the construction of the Secured Improvements and/or other Improvements or any part thereof, until such additional or substituted financial security is provided to Township's satisfaction.

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

9. Township Non-Responsibility

a. Neither this Financial Security Agreement nor the Development Agreement (including any actions taken by Township in or related to the review, consideration and/or approval of the Plans and Subject Land Development) shall impose, or be construed to impose, any liability, responsibility or obligation on Township for the design, layout, construction, installation, maintenance or upkeep of the Secured Improvements and/or other Improvements, or render Township liable for the costs of any work to be performed under or in connection with the Development Agreement or for any other costs to be incurred under or in

connection with this Agreement or the Development Agreement, it being expressly understood and agreed that the full responsibility and financial liability for all the foregoing are imposed upon Developer until such time as Improvements may be dedicated to (or otherwise transferred or assigned) to the Township or to a third party).

10. Financial Institution Non-Responsibility

a. Developer agrees that Financial Institution shall have no duty to inquire as to the truthfulness, acceptability, due execution, due authorization or validity of any document, certificate, statement or notice which purports to have been executed by an official or other representative of the Township.

b. Developer further agree that Financial Institution shall not have any duty or responsibility with respect to the Financial Security other than to comply with the terms of this Agreement and the Development Agreement that apply to the Financial Security and the actions which the Financial Institution is to take or not take with respect to the Financial Security.

c. Developer further agrees that the obligations of the Financial Institution under this Agreement and the Development Agreement, and under and with respect the Financial Security, are for the sole benefit of Township, and shall not be affected, in any way, by any default, action or omission of Developer.

d. Township and Developer further agree and acknowledge that the Financial Institution assumes no liability for the design, layout, construction, installation, maintenance and/or upkeep of the Improvements or the obligations of Developer under this Financial Security Agreement or the Development Agreement.

e. It shall be noted that, to the extent that the Financial Institution undertakes any action that would affect the validity of the Financial Security hereunder (including merger or dissolution), the Financial Institution shall provide sixty (60) days' prior notice to the Township and Developer of the same, in which instance the Developer shall be responsible for providing full and complete alternative Financial Security, failing which the Township has the right, but not the obligation to draw down upon all remaining Financial Security.

11. Charges of Financial Institution

a. Any and all charges made by the Financial Institution for the establishment, creation, administration or termination of the Financial Security and/or for all other actions of the Financial Institution under, pursuant and/or related to this Financial Security Agreement are the sole responsibility of Developer and shall be billed to and paid directly by Developer, and no amount of, from or under the Financial Security may be used by or paid to the Financial Institution for such charges. Developer agrees that Township shall not be liable or otherwise obligated for any of such charges, and Developer hereby agrees to indemnify, protect and defend Township from and against any such charges.

12. Interest

a. If any interest accrues on account of the Financial Security, such interest shall merge with and become part of the funds represented by the Financial Security and shall be treated as an integral part thereof and applied in accordance with the terms of this Financial Security Agreement. All such interest shall be reported under and to the taxpayer identification number of Developer, and Developer shall be liable for the payment of any income taxes as may be imposed and due on such interest.

13. Insolvency of Developer

a. Developer acknowledges, covenants and agrees that, in case of any bankruptcy, receivership, or voluntary or involuntary assignment for the benefit of creditors by or of Developer, the Financial Security and all interest of Developer in, to or under this Financial Security Agreement are not and shall not be considered part of the estate of Developer.

14. Payments, Reductions or Releases of Financial Security

a. It is expressly and specifically understood, covenanted and agreed by Developer that no payment, reduction and/or release whatsoever shall be made at any time of, from or under the Financial Security without the express written consent and instructions of Township in accordance with the terms of this Financial Security Agreement, and that the Financial Security shall be maintained by the Financial Institution at all times during the continuance of this Financial Security Agreement in the amounts required herein, less all sums drawn or released therefrom by Township in accordance with the terms hereof. Any violation of this covenant shall render Developer liable for all damages to Township, including, without limitation, all reasonable costs, fees and expenses (including, but not limited to, attorney's fees and costs), which Township is required to pay in order to cure any default or breach by the Developer under the Development Agreement or this Financial Security Agreement because the Financial Security is not maintained and/or funds thereunder are not available or paid upon demand to the Township in order to cure such default or breach.

15. Notices

a. Except as may be otherwise specifically provided in this Agreement:

(1) Any notice, demand or other communication required, authorized or permitted to be given under this Financial Security Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.

(2) Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, at the time of deposit in the United States mails.

16. Miscellaneous

a. Waiver. Neither the failure nor any delay on the part of Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against Township unless it is in writing signed by a duly authorized representative of Township.

b. Assignment; Delegation. Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder, except for a collateral assignment in favor of Financial Institution, without the express written consent of Township. Any such assignment or delegation, without such consent, shall be void.

c. Cumulative Rights and Remedies. Any and all rights, powers, privileges and/or remedies granted or accruing to Township under or pursuant to this Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to Township at law or in equity.

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

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

f. No Third Party Beneficiaries. This Agreement does not confer any enforceable rights or remedies upon any person other than the signatories hereto. Neither contractors of the Developer, nor Owners of Lots within, or adjoining, the Property shall be considered beneficiaries of this Agreement, and, accordingly, shall have no rights hereunder, including, and without limitation, for the completion or maintenance of any Improvements, or for the use, increase, decrease or modification of any Financial Security for any purposes whatsoever.

g. Binding Effect. Subject to Subsection 16.b above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

i. Governing Law & Jurisdiction. This Financial Security Agreement shall be governed by, and construed and enforced in accordance, with the laws of the Commonwealth of Pennsylvania, regardless of conflicts of laws principles. All claims arising from this Financial Security Agreement shall be the exclusive jurisdiction of the Chester County Court of Common Pleas or the United States District Court for the Eastern District of Pennsylvania.

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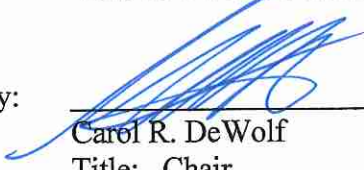
IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

ATTEST:



WESTTOWN TOWNSHIP

By:

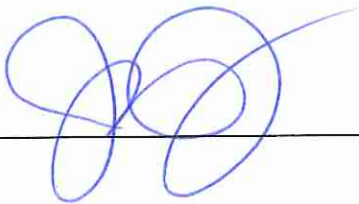


Carol R. DeWolf
Title: Chair

Date:

May 2, 2016

ATTEST:



DEVELOPER
FLINTLOCK ASSOCIATES, LLC,
a Pennsylvania limited liability company

By:

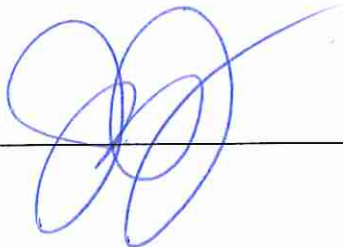


Joseph Behrle, Member

Date:

4.26.16

ATTEST:



WILMINGTON SAVINGS FUND
SOCIETY, FSB, a federal savings bank

By:



J.B. Kruzinski, Vice President

Date:

4/26/16

ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CHESTER *Delaware*: SS.

ON THIS, the *26* day of *April*, 2016, before me, a notary public in and for said County and Commonwealth, personally appeared J.B. Kruzinski who acknowledged himself to be the Vice President of Wilmington Savings Fund Society, FSB, a federal savings bank, and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CHESTER *Delaware*: SS.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
PAIGE G. EVAK, Notary Public
Marple Township, Delaware County
My Commission Expires February 21, 2020

ON THIS, the _____ day of _____, 2016, before me, a notary public in and for said County and Commonwealth, personally appeared Joseph Behrle who acknowledged himself to be a Member of Flintlock Associates, LLC, a Pennsylvania limited liability company, and that he/she, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CHESTER : SS.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
PAIGE G. EVAK, Notary Public
Marple Township, Delaware County
My Commission Expires February 21, 2020

ON THIS, the *2nd* day of *May*, 2016, before me, a notary public in and for said County and Commonwealth, personally appeared Carol R. DeWolf, who acknowledged herself to be the chair of Board of Supervisors of Westtown Township, and that she, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Krista L. Chew, Notary Public
West Chester Boro, Chester County
My Commission Expires July 23, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Krista L. Chew

Exhibit "A"

Spread sheet showing details of escrow per paragraph 2(b).

EXHIBIT "B"

ACKNOWLEDGMENT AND VERIFICATION

THE UNDERSIGNED [WILMINGTON SAVINGS FUND SOCIETY, FSB, by duly authorized officer or other representative and intending to be legally bound, hereby acknowledges, verifies and agrees:

1. **THAT** the Undersigned is the entity referred to as the "Financial Institution" in that certain Financial Security Agreement, dated _____, 201_ (the "Financial Security Agreement") and that certain Development Agreement, of the same date (the "Development Agreement") both between Westtown Township, Chester County (the "Township") and Flintlock Associates, LLC, (the "Developer"), with respect to the Rustin Residential Subdivision and Land Development, as shown on the plan recorded in the Office of the Recorder of Deeds in and for Chester County PA at Plan #_____.

2. **THAT**, as of the date hereof, an escrow in the form of a restrictive loan account, in the amount of Two Million Five Hundred Seventy-Five Thousand Eight Hundred Eighty-Four and 10/100 Dollars (USD \$2,575,884.10), has been duly established with the Undersigned by the Developer, and is being held by the Undersigned in escrow for use under, for purposes of and in accordance with the Financial Security Agreement and the Development Agreement.

3. **THAT** the Financial Security has been established in Loan No. _____, and that the funds thereof are available for advance to the Township as the Financial Security for the Secured Improvements.

4. **THAT** the above restrictive loan account is the financial security referred to as the "Financial Security" in the Financial Security Agreement and the Development Agreement.

5. **THAT**, except as provided in and by the Financial Security Agreement or as may be otherwise consented to and approved and directed by the Board of Supervisors of the Township in and by a writing signed by the Chairperson of the Board of Supervisors, (i) no advances of the loan funds shall be made from the Financial Security other than to the Township in accordance with the Development and the Financial Security Agreement, (ii) the Financial Security shall not be terminated or closed or expired, unless in conformity with paragraph 2.d of the Financial Security Agreement, and (iii) the balance of funds in the Financial Security shall be fully available to the Township for use under, for purposes of and in accordance with the Financial Security Agreement and the Development Agreement.

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

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

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

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

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

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

**Financial Institution:
Wilmington Savings Fund Society, FSB**

Witness:

By: _____
J.B. Kruzinski, Vice President

Printed Name

Printed Title

Date: _____

EXHIBIT "C"

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

WE, THE UNDERSIGNED, HEREBY:

A. CERTIFY that the work and improvements, described hereinbelow, completion of which is provided under and by that certain Development Agreement between Westtown Township, Chester County ("Township") and Flintlock Associates, LLC, ("Developer"), dated _____, 201__, concerning the construction, installation and completion of improvements in the Rustin Residential Subdivision and Land Development, **HAVE BEEN COMPLETED TO THE EXTENT OF THE AMOUNT INDICATED IN ITEM I BELOW;** and

B. AUTHORIZE Wilmington Savings Fund Society, FSB, pursuant to the Development Agreement and related Financial Security Agreement of the same date, **TO REDUCE** the Financial Security, in the nature of a restrictive loan account provided and held with said Bank to guaranty, among other things, the completion of said work and improvements, **TO THE EXTENT OF THE AMOUNT INDICATED IN ITEM III BELOW,** and **TO RELEASE SAID AMOUNT OF REDUCTION FROM AND UNDER THE TERMS AND CONDITIONS OF THE ESCROW ACCOUNT.**

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

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

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

- I. COST OF COMPLETED WORK AND Improvements** \$ _____
- II. *less* AMOUNT OF RETAINAGE (10%)** \$ _____
- III. AMOUNT OF REDUCTION AND RELEASE** \$ _____

Date

Township Engineer

Date

**Chairperson,
Westtown Township
Board of Supervisors**



March 8, 2016

Mr. Robert Pingar, P.E., Township Manager & Director of Engineering
Westtown Township
1039 Wilmington Pike
West Chester, PA 19382

**RE: Rustin Residential
Public Improvement Cost Estimate Review
MT File No. 5675.08**

Dear Mr. Pingar:

Attached please find the construction cost estimate prepared for the proposed Rustin Residential Subdivision by the applicant's engineer, D.L. Howell & Associates, Inc. dated January 28, 2016, received by this office on February 1, 2016.

In accordance with §149-403 of the Westtown Township Subdivision and Land Development Ordinance and consistent with Section 509 of the *Pennsylvania Municipalities Planning Code* (MPC), our office and the Township's Sanitary Sewer Engineer, Carroll Engineering, have reviewed the construction cost estimate based on the approved Rustin Residential Preliminary/Final Subdivision Land Development Plans dated July 25, 2014, last revised August 3, 2015.

Accounting for any necessary amendments, we have developed the attached cost estimate in the amount of **\$2,575,884.10**. The revised amount includes the addition of costs associated with the "Bayard Rustin High School, Road & Intersection Improvements" outlined in our June 8, 2011 letter and as noted on the final plans as a condition of approval. In addition, cost estimates have been included to account for the installation of sidewalks and ADA curb ramps per the approved plan, and any repairs to Shiloh Road that may become necessary due to construction activity on the site.

The applicant shall post this amount as financial security for the completion of the required improvements in this land development project.

Please do not hesitate to contact me at (610) 640-3500 if you have any questions or concerns regarding this information.

Regards,

Kevin M. Matson, P.E.
Township Engineer

CC: Westtown Township Board of Supervisors
Pat McKenna, Westtown Township Solicitor
David Gibbons, D.L. Howell & Associates, Inc., Applicant Engineer
Joe Behrle, Behrle Construction Company Inc., Applicant



Westtown Township
Rustin Residential
MT File No. 5675.08
DLH JOB # 2584
3/8/2016

PUBLIC IMPROVEMENTS COST ESTIMATE

Based on plan dated 07/25/2014, revised 8/3/2015

Plans prepared by D.L. Howell & Associates, Thirty (30) Sheets

ITEM NO.	ITEM	QUANTITY	UNITS	UNIT COST	ITEM COST	SUBTOTAL
A- Construction Stakeout						
1	Construction Stakeout	1	LS	\$35,627.00	\$35,627.00	
						\$35,627.00
B- Clearing & Removal of Existing						
2	Clearing & Grubbing	1	LS	\$28,050.00	\$28,050.00	
						\$28,050.00
C- Sediment & Erosion Controls						
3	Construction Entrance	1	EACH	\$1,500.00	\$1,500.00	
4	18" Silt Fence	963	LF	\$1.30	\$1,251.90	
5	18" Silt Fence - Topsoil Stockpiles	1053	LF	\$1.30	\$1,368.90	
6	30" Silt Fence	1121	LF	\$2.15	\$2,410.15	
7	Super Silt Fence	810	LF	\$7.50	\$6,075.00	
8	Temporary Seeding - Excess Fill Piles	9680	SY	\$0.30	\$2,904.00	
9	Permanent Seeding - Athletic Field	12548	SY	\$0.90	\$11,293.20	
10	North American Green S-75 Slope Matting	11502	SY	\$1.50	\$17,253.00	
						\$44,056.15
D - Storm Basin #1						
11	Strip Topsoil - Basin #1	1102	CY	\$2.64	\$2,909.28	
12	Cut Fill & Compact - Basin #1	3271	CY	\$2.82	\$9,224.22	
13	Core Cut & Fill Keyway - Basin #1	350	LF	\$10.92	\$3,822.00	
14	Grade - Basin #1	4935	SY	\$0.90	\$4,441.50	
15	Respread Topsoil - Basin #1	1102	CY	\$4.50	\$4,959.00	
16	Permanent Rake & Seed - Basin #1	13641	SF	\$0.10	\$1,364.10	
17	North American Green S-75 - Basin #1	2350	SY	\$1.50	\$3,525.00	
18	Grade Spillway - Basin #1	483	SY	\$1.69	\$816.27	
19	R-4 Rip Rap Spillway And Dissipator - Basin #1	320	TON	\$35.85	\$11,472.00	
20	Super Silt Fence Baffle Wall (4') - Basin #1	183	LF	\$21.08	\$3,857.64	
21	Outlet Structure W/Trash Rack,Plywood Box & Gate Valve #OS-1 - Basin #1	1	EACH	\$5,002.00	\$5,002.00	
22	Anti seep Collar - Basin #1	1	EACH	\$1,681.00	\$1,681.00	
23	15" Rcp - Basin #1	50	LF	\$49.13	\$2,456.50	
24	15 Dw Endwall #42 - Basin #1	1	EACH	\$1,800.00	\$1,800.00	
25	3" Skimmer - Basin #1	1	EACH	\$2,000.00	\$2,000.00	
26	R-5 Rip Rap Dissipator - Basin #1	1	EACH	\$866.00	\$866.00	
						\$60,196.51
E - Storm Basin #2						
27	Strip Topsoil - Basin #2	1235	CY	\$2.64	\$3,260.40	
28	Cut Fill & Compact - Basin #2	4535	CY	\$2.82	\$12,788.70	
29	Core Cut & Fill Keyway - Basin #2	435	LF	\$10.92	\$4,750.20	
30	Grade - Basin #2	5532	SY	\$0.90	\$4,978.80	
31	Respread Topsoil - Basin #2	1325	CY	\$4.50	\$5,962.50	
32	Permanent Rake & Seed - Basin #2	1545	SF	\$0.10	\$154.50	
33	North American Green S-75 - Basin #2	3055	SY	\$1.50	\$4,582.50	
34	Grade Spillway - Basin #2	153	SY	\$1.69	\$258.57	
35	R-4 Rip Rap Spillway And Dissipator - Basin #2	182	TON	\$37.24	\$6,777.68	
36	Super Silt Fence Baffle Wall (5') - Basin #2	432	LF	\$24.41	\$10,545.12	
37	Outlet Structure W/Trash Rack,Plywood Box & Gate Valve #OS-2 - Basin #2	1	EACH	\$4,780.00	\$4,780.00	
38	Anti seep Collar - Basin #2	1	EACH	\$1,613.00	\$1,613.00	
39	15" Rcp - Basin #2	89	LF	\$49.13	\$3,389.97	
40	Type M Inlet #39 - Basin #2	1	EACH	\$2,908.00	\$2,908.00	
41	5" Skimmer - Basin #2	1	EACH	\$2,294.00	\$2,294.00	
						\$69,041.94
F - Storm Basin #3						
42	Strip Topsoil - Basin #3	1300	CY	\$2.64	\$3,432.00	
43	Cut Fill & Compact - Basin #3	3133	CY	\$2.82	\$8,835.06	
44	Core Cut & Fill Keyway - Basin #3	430	LF	\$11.02	\$4,738.60	
45	Grade - Basin #3	5820	SY	\$0.90	\$5,238.00	
46	Respread Topsoil - Basin #3	1300	CY	\$4.50	\$5,850.00	
47	Permanent Rake & Seed - Basin #3	13012	SF	\$0.10	\$1,301.20	
48	North American Green S-75 - Basin #3	3277	SY	\$1.50	\$4,915.50	
49	Grade Spillway - Basin #3	112	SY	\$1.69	\$189.28	
50	R-4 Rip Rap Spillway And Dissipator - Basin #3	162	TON	\$34.10	\$5,524.20	
51	Super Silt Fence Baffle Wall (3') - Basin #3	132	LF	\$13.31	\$1,758.92	
52	Outlet Structure W/Trash Rack,Plywood Box & Gate Valve #OS-3 - Basin #3	1	EACH	\$4,868.00	\$4,868.00	
53	Anti seep Collar - Basin #3	1	EACH	\$1,614.00	\$1,614.00	
54	18" Rcp - Basin #3	43	LF	\$65.00	\$2,795.00	
55	18" DW Endwall #41 - Basin #3	1	EACH	\$1,575.00	\$1,575.00	
56	4" Skimmer - Basin #3	1	EACH	\$848.00	\$848.00	
57	R-4 Rip Rap Dissipator - Basin #3	1	EACH	\$909.00	\$909.00	
						\$54,389.76



Westtown Township
Rustin Residential
MT File No. 5875.08
DLH JOB # 2584
3/8/2016

PUBLIC IMPROVEMENTS COST ESTIMATE

Based on plan dated 07/25/2014, revised 8/3/2015
Plans prepared by D.L. Howell & Associates, Thirty (30) Sheets

ITEM NO.	ITEM	QUANTITY	UNITS	UNIT COST	ITEM COST	SUBTOTAL
G - Earthwork Site						
58	Strip Topsoil - Earthwork Site	28448	CY	\$2.51	\$71,404.48	
59	Cut Fill & Compact - Earthwork Site	58085	CY	\$2.75	\$159,733.75	
60	Grade - Earthwork Site	117424	SY	\$0.60	\$70,454.40	
61	Respread Topsoil (Greenspace & Athletic Fields)	9407	CY	\$4.50	\$42,331.50	
62	Infield Mix and Clay Mound (Athletic Field)	1	LS	\$12,000.00	\$12,000.00	\$355,924.13
H - Sanitary Sewer						
63	8" PVC W/57 6" Under The Pipe To 12" Over (Average Depth 14.23')	566	LF	\$40.01	\$22,645.86	
64	8" PVC W/57 6" Under The Pipe To 12" Over (Average Depth 8.21')	2354	LF	\$30.11	\$70,878.94	
65	Connection to Existing	1	LS	\$5,000.00	\$5,000.00	
66	6" PVC Lateral W/6" Under The Pipe To 12" Over (Stubbed 5' Behind The Curb And Terminated With A Cleanout)	1547	LF	\$34.40	\$53,216.80	
67	48" Sanitary (Average Depth 8.21') Manholes	18	EACH	\$2,935.00	\$52,830.00	
68	48" Sanitary (Average Depth 17.27') Manholes	1	EACH	\$10,123.00	\$10,123.00	
69	Saw Cut Pavement - Farm Lane	10	LF	\$4.72	\$47.20	
70	2a Modified Full Stone Backfill - Farm Lane	22	TON	\$14.64	\$322.08	
71	Permanent Paving Repairs (4.5" Bcbc, 1.5" Wearing) - Existing Drive Lane	3	SY	\$670.00	\$2,010.00	
72	Traffic Control	2	DY	\$602.00	\$1,204.00	
73	Testing	1	LS	\$5,550.00	\$5,550.00	\$223,827.68
I - Storm Sewer						
74	15" Rcp W/2a Modified 6" Under the Pipe to 12" Over	1629	LF	\$40.83	\$66,512.07	
75	18" Rcp W/2a Modified 6" Under the Pipe to 12" Over	284	LF	\$43.22	\$12,274.48	
76	24" Rcp W/2a Modified 6" Under the Pipe to 12" Over	906	LF	\$52.90	\$47,927.40	
77	30" Rcp W/2a Modified 6" Under the Pipe to 12" Over	337	LF	\$70.10	\$23,823.70	
78	Type C Inlet	25	EACH	\$2,093.00	\$52,325.00	
79	Type C Inlet Modified 42" x 48"	1	EACH	\$2,713.00	\$2,713.00	
80	Type M Inlet #39 - Basin #2	6	EACH	\$1,896.00	\$11,376.00	
81	Type M Inlet Modified 42" x 48"	3	EACH	\$2,872.00	\$8,616.00	
82	48" x 66" Type M Inlet Modified W/Snout	3	EACH	\$8,185.00	\$24,555.00	
83	72" x 72" Type M Inlet Modified W/Snout	1	EACH	\$13,528.00	\$13,528.00	
84	60" Storm Manhole	1	EACH	\$3,073.00	\$3,073.00	
85	24" Dw Endwall	2	EACH	\$1,466.00	\$2,932.00	
86	30" Dw Endwall	2	EACH	\$2,663.00	\$5,326.00	
87	Rip Rap Dissipator	4	EACH	\$1,260.00	\$5,040.00	\$279,821.85
J - Roadway Site						
88	Excavate & Backfill Concrete Curb	5630	LF	\$3.38	\$19,029.40	
89	18" Concrete Curb	5630	LF	\$11.83	\$66,602.90	
90	Sidewalk (4')	11200	SF	\$6.00	\$67,200.00	
91	Curb Ramps	2	EACH	\$3,000.00	\$6,000.00	
92	Fine Grade Paving	7844	SY	\$1.05	\$8,236.20	
93	6" 2a Modified - Roadway Site	7844	SY	\$6.27	\$49,181.88	
94	4.5" Bcbc Paving (Asphalt Index \$468.00)	7844	SY	\$16.13	\$126,523.72	
95	1.5" Wearing Paving (Asphalt Index \$468.00)	7844	SY	\$6.88	\$53,986.72	
96	Mill Asphalt Butt Joints	1	LS	\$1,323.00	\$1,323.00	
97	Street Sweeing	7844	SY	\$0.12	\$941.28	
98	Tac Coat	7844	SY	\$0.20	\$1,568.80	
99	Curb & Joint Seal	8000	LF	\$0.66	\$5,280.00	
100	Line Painting & Signage	1	LS	\$6,103.00	\$6,103.00	\$411,956.90
K - Parking At Field						
101	Excavate & Backfill Concrete Curb	830	LF	\$3.38	\$2,805.40	
102	18" Concrete Curb	830	LF	\$11.83	\$9,818.90	
103	Curb Ramps	4	EACH	\$3,000.00	\$12,000.00	
104	Fine Grade Paving	1698	SY	\$1.43	\$2,428.14	
105	6" 2a Modified	1698	SY	\$6.59	\$11,189.82	
106	4.5" Bcbc Paving (Asphalt Index \$468.00)	1698	SY	\$17.32	\$29,409.36	
107	1.5" Wearing Paving (Asphalt Index \$468.00)	1698	SY	\$7.66	\$13,006.68	
108	Street Sweeing	1698	SY	\$0.12	\$203.76	
109	Tac Coat	1698	SY	\$0.20	\$339.60	
110	Curb & Joint Seal	830	LF	\$0.66	\$547.80	\$81,749.46



Westtown Township
Rustin Residential
MT File No. 0000.00
DLH JOB # 2684
1/28/2016

PUBLIC IMPROVEMENTS COST ESTIMATE

Based on plan dated 07/28/2014, revised 8/3/2015

Plans prepared by D.L. Howell & Associates, Thirty (30) Sheets

PUBLIC IMPROVEMENTS COST ESTIMATE SHARED IMPROVEMENTS

ITEM NO.	ITEM	QUANTITY	UNITS	UNIT COST	ITEM COST	SUBTOTAL
A- Construction Stakeout						
1	Construction Stakeout	1	LS	\$35,827.00	\$35,827.00	\$35,827.00
B- Clearing & Removal of Existing						
2	Clearing & Grubbing	1	LS	\$28,050.00	\$28,050.00	\$28,050.00
C- Sediment & Erosion Controls						
3	Construction Entrance	1	EACH	\$1,500.00	\$1,500.00	
4	18" Silt Fence	863	LF	\$1.00	\$863.00	
5	18" Silt Fence - Topsoil Stockpiles	1053	LF	\$1.00	\$1,053.00	
6	30" Silt Fence	1121	LF	\$1.70	\$1,905.70	
7	Super Silt Fence	810	LF	\$8.00	\$4,880.00	
8	Temporary Seeding - Excess Fill Piles	9850	SY	\$0.30	\$2,904.00	
9	Permanent Seeding - Athletic Field	12548	SY	\$0.72	\$9,034.56	
10	North American Green S-75 Slope Matting	11502	SY	\$1.28	\$14,482.82	\$36,712.78
D - Storm Basin #1						
11	Strip Topsoil - Basin #1	1102	CY	\$2.84	\$2,909.28	
12	Cut Fill & Compact - Basin #1	3271	CY	\$2.82	\$9,224.22	
13	Core Cut & Fill Keyway - Basin #1	350	LF	\$10.92	\$3,822.00	
14	Grade - Basin #1	4935	SY	\$0.28	\$1,381.80	
15	Respread Topsoil - Basin #1	1102	CY	\$3.23	\$3,559.46	
16	Permanent Rake & Seed - Basin #1	13841	SF	\$0.10	\$1,384.10	
17	North American Green S-75 - Basin #1	2350	SY	\$1.50	\$3,525.00	
18	Grade Spillway - Basin #1	483	SY	\$1.88	\$918.27	
19	R-4 Rip Rap Spillway And Dissipator - Basin #1	320	TON	\$35.85	\$11,472.00	
20	Super Silt Fence Baffle Wall (4) - Basin #1	183	LF	\$21.08	\$3,857.84	
21	Outlet Structure W/Trash Rack, Plywood Box & Gate	1	EACH	\$5,002.00	\$5,002.00	
	Valve #Os-1 - Basin #1	1	EACH	\$1,681.00	\$1,681.00	
22	Anti seep Collar - Basin #1	1	EACH	\$1,681.00	\$1,681.00	
23	18" Rcp - Basin #1	60	LF	\$48.19	\$2,458.50	
24	15 Dw Endwall #42 - Basin #1	1	EACH	\$1,575.00	\$1,575.00	
25	3" Skimmer - Basin #1	1	EACH	\$1,187.00	\$1,187.00	
26	R-5 Rip Rap Dissipator - Basin #1	1	EACH	\$888.00	\$888.00	\$54,708.27
E - Storm Basin #2						
27	Strip Topsoil - Basin #2	1235	CY	\$2.84	\$3,280.40	
28	Cut Fill & Compact - Basin #2	4635	CY	\$2.82	\$12,788.70	
29	Core Cut & Fill Keyway - Basin #2	435	LF	\$10.92	\$4,750.20	
30	Grade - Basin #2	5532	SY	\$0.28	\$1,548.96	
31	Respread Topsoil - Basin #2	1325	CY	\$3.23	\$4,278.75	
32	Permanent Rake & Seed - Basin #2	1545	SF	\$0.10	\$154.50	
33	North American Green S-75 - Basin #2	3055	SY	\$1.50	\$4,582.50	
34	Grade Spillway - Basin #2	153	SY	\$1.88	\$288.57	
35	R-4 Rip Rap Spillway And Dissipator - Basin #2	182	TON	\$37.24	\$6,777.68	
36	Super Silt Fence Baffle Wall (5) - Basin #2	432	LF	\$24.41	\$10,545.12	
37	Outlet Structure W/Trash Rack, Plywood Box & Gate	1	EACH	\$4,780.00	\$4,780.00	
	Valve #Os-2 - Basin #2	1	EACH	\$1,813.00	\$1,813.00	
38	Anti seep Collar - Basin #2	1	EACH	\$1,813.00	\$1,813.00	
39	18" Rcp - Basin #2	69	LF	\$47.49	\$3,276.81	
40	Type M Inlet #39 - Basin #2	1	EACH	\$2,808.00	\$2,808.00	
41	5" Skimmer - Basin #2	1	EACH	\$2,294.00	\$2,294.00	\$83,816.18
F - Storm Basin #3						
42	Strip Topsoil - Basin #3	1300	CY	\$2.84	\$3,432.00	
43	Cut Fill & Compact - Basin #3	3133	CY	\$2.82	\$8,835.06	
44	Core Cut & Fill Keyway - Basin #3	430	LF	\$11.02	\$4,738.60	
45	Grade - Basin #3	5820	SY	\$0.29	\$1,687.80	
46	Respread Topsoil - Basin #3	1300	CY	\$3.28	\$4,284.00	
47	Permanent Rake & Seed - Basin #3	13012	SF	\$0.10	\$1,301.20	
48	North American Green S-75 - Basin #3	3277	SY	\$1.50	\$4,915.50	
49	Grade Spillway - Basin #3	112	SY	\$1.88	\$189.28	
50	R-4 Rip Rap Spillway And Dissipator - Basin #3	182	TON	\$34.10	\$6,224.20	
51	Super Silt Fence Baffle Wall (3) - Basin #3	132	LF	\$13.31	\$1,756.92	
52	Outlet Structure W/Trash Rack, Plywood Box & Gate	1	EACH	\$4,888.00	\$4,888.00	
	Valve #Os-3 - Basin #3	1	EACH	\$1,814.00	\$1,814.00	
53	Anti seep Collar - Basin #3	1	EACH	\$1,814.00	\$1,814.00	
54	18" Rcp - Basin #3	43	LF	\$49.05	\$2,109.15	
55	18" Dw Endwall #41 - Basin #3	1	EACH	\$1,575.00	\$1,575.00	
56	4" Skimmer - Basin #3	1	EACH	\$848.00	\$848.00	
57	R-4 Rip Rap Dissipator - Basin #3	1	EACH	\$908.00	\$908.00	\$48,541.71



Westtown Township
 Rustin Residential
 MT File No. 0000.00
 DLH JOB # 2584
 1/28/2016

PUBLIC IMPROVEMENTS COST ESTIMATE

Based on plan dated 07/25/2014, revised 8/3/2015

Plans prepared by D.L. Howell & Associates, Thirty (30) Sheets

PUBLIC IMPROVEMENTS COST ESTIMATE SHARED IMPROVEMENTS

ITEM NO.	ITEM	QUANTITY	UNITS	UNIT COST	ITEM COST	SUBTOTAL
G - Earthwork Site						
58	Strip Topsoil - Earthwork Site	28448	CY	\$2.51	\$71,404.48	
59	Cut Fill & Compact - Earthwork Site	58085	CY	\$2.75	\$159,733.75	
60	Grade - Earthwork Site	117424	SY	\$0.29	\$34,052.96	
61	Respread Topsoil (Greenspace & Athletic Fields)	9407	CY	\$3.26	\$30,666.82	\$295,858.01
H - Sanitary Sewer						
62	8" Dr-16 W#57 6" Under The Pipe To 12" Over (Average Depth 14.23')	698	LF	\$40.01	\$22,645.68	
63	8" Sdr-28 W#57 6" Under The Pipe To 12" Over (Average Depth 8.21')	2354	LF	\$30.11	\$70,878.94	
64	6" Pvc Lateral W/5" Under The Pipe To 12" Over (Stubbed 5' Behind The Curb And Terminated With A Cleanout)	1529	LF	\$34.40	\$52,597.60	
65	48" Sanitary (Average Depth 8.21') Manholes	18	EACH	\$2,935.00	\$52,830.00	
66	48" Sanitary (Average Depth 17.27') Manholes	1	EACH	\$10,123.00	\$10,123.00	
67	Shrink Wrap Joints On Manholes	19	EACH	\$520.00	\$9,880.00	
68	Saw Cut Pavement - Farm Lane	10	LF	\$4.72	\$47.20	
69	2a Modified Full Stone Backfill - Farm Lane	22	TON	\$14.84	\$322.08	
70	Permanent Paving Repairs (4.5" Bcbc, 1.5" Wearing) - Existing Drive Lane	3	SY	\$670.00	\$2,010.00	
71	Traffic Control	2	DY	\$602.00	\$1,204.00	
72	Testing	1	LS	\$5,650.00	\$5,650.00	\$228,088.48
I - Storm Sewer						
73	16" Rcp W/2a Modified 6" Under the Pipe to 12" Over	1408	LF	\$40.83	\$57,408.96	
74	18" Rcp W/2a Modified 6" Under the Pipe to 12" Over	284	LF	\$43.22	\$12,274.48	
75	24" Rcp W/2a Modified 6" Under the Pipe to 12" Over	908	LF	\$52.90	\$47,927.40	
76	30" Rcp W/2a Modified 6" Under the Pipe to 12" Over	337	LF	\$70.10	\$23,623.70	
77	Type C Inlet	26	EACH	\$2,089.00	\$52,326.00	
78	Type C Inlet Modified 42" x 48"	1	EACH	\$2,713.00	\$2,713.00	
79	Type M Inlet #36 - Basin #2	6	EACH	\$1,898.00	\$11,378.00	
80	Type M Inlet Modified 42" x 48"	3	EACH	\$2,972.00	\$8,916.00	
81	48" x 68" Type M Inlet Modified W/Snout	3	EACH	\$8,185.00	\$24,555.00	
82	72" x 72" Type M Inlet Modified W/Snout	1	EACH	\$13,528.00	\$13,528.00	
83	60" Storm Manhole	1	EACH	\$3,073.00	\$3,073.00	
84	24" Dw Endwall	2	EACH	\$1,488.00	\$2,932.00	
85	30" Dw Endwall	2	EACH	\$2,563.00	\$5,326.00	
86	Rip Rep Dissipator	4	EACH	\$1,260.00	\$5,040.00	\$270,716.58
K - Roadway Site						
102	Excavate & Backfill Concrete Curb	5830	LF	\$3.38	\$19,028.40	
103	18" Concrete Curb	5830	LF	\$11.83	\$68,802.90	
104	Fine Grade Paving	7844	SY	\$1.05	\$8,238.20	
105	6" 2a Modified - Roadway Site	7844	SY	\$8.27	\$64,881.88	
106	4.5" Bcbc Paving (Asphalt Index \$488.00)	7844	SY	\$16.13	\$126,523.72	
107	1.5" Wearing Paving (Asphalt Index \$488.00)	7844	SY	\$8.88	\$69,565.72	
108	Mill Asphalt Butt Joints	1	LS	\$1,323.00	\$1,323.00	
109	Street Sweeeling	7844	SY	\$0.12	\$941.28	
109	Tac Coat	7844	SY	\$0.20	\$1,568.80	
110	Curb & Joint Seal	8000	LF	\$0.68	\$5,480.00	
111	Line Painting & Signage	1	LS	\$8,103.00	\$8,103.00	\$368,758.90
L - Parking At Field						
113	Excavate & Backfill Concrete Curb	830	LF	\$3.38	\$2,805.40	
114	18" Concrete Curb	830	LF	\$11.83	\$9,818.90	
115	Fine Grade Paving	1698	SY	\$1.43	\$2,428.14	
116	6" 2a Modified	1698	SY	\$8.59	\$11,189.82	
117	4.5" Bcbc Paving (Asphalt Index \$488.00)	1698	SY	\$17.32	\$29,409.36	
118	1.5" Wearing Paving (Asphalt Index \$488.00)	1698	SY	\$7.66	\$13,008.69	
119	Street Sweeeling	1698	SY	\$0.12	\$203.76	
120	Tac Coat	1698	SY	\$0.20	\$339.60	
121	Curb & Joint Seal	830	LF	\$0.68	\$547.80	\$69,749.48
M - Emergency Access						
122	Fine Grade Paving	250	SY	\$1.43	\$357.50	
123	6" 2a Modified	250	SY	\$8.59	\$1,547.50	
124	4.5" Bcbc Paving (Asphalt Index \$488.00)	250	SY	\$17.32	\$4,330.00	
125	1.5" Wearing Paving (Asphalt Index \$488.00)	250	SY	\$7.66	\$1,915.00	\$8,250.00
N - Mobilization & Supervision						
126	Mobilization and Supervision	1	LS	\$1.43	\$51,150.00	\$51,150.00
O - Walking Path						
127	Post & Rail Fence - Walking Path	212	LF	\$13.31	\$2,821.72	
128	Excavate & Backfill Asphalt Walking Path	25315	SF	\$0.99	\$25,061.85	
129	Paved Walking Path W/6" 2a Modified, 2" Wearing	2812	SY	\$17.00	\$47,804.00	\$75,887.57



Westtown Township
 Rustin Residential
 MT File No. 0000.00
 DLH JOB # 2584
 1/28/2016

PUBLIC IMPROVEMENTS COST ESTIMATE

Based on plan dated 07/26/2014, revised 8/3/2016

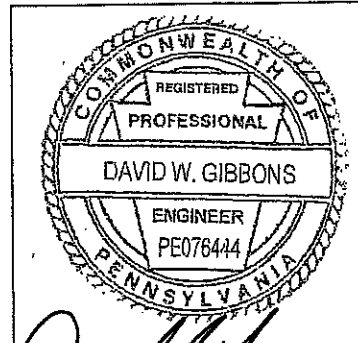
Plans prepared by D.L. Howell & Associates, Thirty (30) Sheets

PUBLIC IMPROVEMENTS COST ESTIMATE SHARED IMPROVEMENTS

ITEM NO.	ITEM	QUANTITY	UNITS	UNIT COST	ITEM COST	SUBTOTAL
P - Convert Basin To Permanent						
130	Excavate Basin #1 (Remove E/s Controls And Install Pipe And Stone Bed)	1	EACH	\$32,420.00	\$32,420.00	
131	Excavate Basin #2 (Remove E/s Controls And Install Pipe And Stone Bed)	1	EACH	\$30,493.00	\$30,493.00	
132	Excavate Basin #3 (Remove E/s Controls And Install Pipe And Stone Bed)	1	EACH	\$28,057.00	\$28,057.00	\$90,970.00
Q - Miscellaneous						
133	Traffic Signs	9	EACH	\$225.00	\$2,025.00	
134	Striping	1	LS	\$1,000.00	\$1,000.00	
136	Monuments	83	EACH	\$185.00	\$15,345.00	
138	Iron Pins	73	EACH	\$75.00	\$5,475.00	
137	Prepare As-built	1	LS	\$25,000.00	\$25,000.00	\$48,845.00
R - Landscaping						
139	Street Trees Deciduous (3-3.5" cal.)	149	EACH	\$225.00	\$33,525.00	
140	Shrubs (24" ht. min.)	463	EACH	\$30.00	\$13,890.00	
146	Evergreen (8' ht. min.)	173	EACH	\$200.00	\$34,600.00	
151	Flowering Trees (8-10' ht.)	67	EACH	\$225.00	\$12,825.00	
159	Seeded Lawn Area	509350	SF	\$0.05	\$25,487.50	\$120,907.50
					SUBTOTAL	\$1,865,846.43
					CONTINGENCY (10%)	\$186,584.64
					TOTAL	\$2,052,431.07
					TOWNSHIP CONSTRUCTION INSPECTION	\$102,621.55
					TOTAL:	\$2,155,052.63

NOTES:

- 1.) The unit pricing included is appropriate and are based upon available pricing indices or this firm's historical experience in the general geographical area as a result of the same, it is only approximate. For utilization as a budget estimate, same must be updated by current market conditions and other constructability factors.
- 2.) This opinion of probable construction cost excludes costs that may be associated with dewatering, unforeseen sub-surface conditions, environmental conditions, earth work, adverse weather conditions, material requirements, temporary utility installations, electrical transformer costs, water meter costs, etc. This estimate is not to be utilized for proforma or finance purposes.



Date

David W. Gibbons PE076444

Check Register

Westtown Township

14-Aug-20

From: 04-Aug-20 To: 17-Aug-20

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 1 GENERAL FUND					
15698	8/4/2020	406368	Caleigh & Robert McGrew	\$412.87	O
15699	8/10/2020	405540	Albert Federico Consulting, LL	\$2,210.00	O
15700	8/10/2020	1009	Ann Marie Cassidy	\$200.00	O
15701	8/10/2020	6038	Cedarville Engineering Group	\$16,115.87	O
15702	8/10/2020	1188	Conway Power Equipment, Inc	\$14.92	O
15703	8/10/2020	6995	Ferguson Enterprises Inc #501	\$27.24	O
15704	8/10/2020	1206	Freedom Systems Corporation	\$3,754.00	O
15705	8/10/2020	5845	GreenWeaver Landscapes, LL	\$1,445.00	O
15706	8/10/2020	1230	Haines Landscaping & Tree S	\$1,950.00	O
15707	8/10/2020	876	Highway Materials, Inc	\$43.23	O
15708	8/10/2020	405884	JHL Landscaping	\$106.00	O
15709	8/10/2020	406320	Kathleen Hood	\$164.29	O
15710	8/10/2020	173	KNOX EQUIPMENT RENTAL	\$785.57	O
15711	8/10/2020	1061	McCormick Taylor	\$540.00	O
15712	8/10/2020	220	PSATS	\$25.00	O
15713	8/14/2020	406389	Daniel Nerelli	\$206.37	O
15714	8/14/2020	406388	Richard & Irene Carinci	\$28.16	O
Bank Total:				\$28,028.52	
Bank Account: 8 Enterprise Fund					
1030	8/10/2020	6468	Carroll Engineering Corp	\$5,796.70	O
1031	8/10/2020	405998	EJ USA, Inc.	\$3,312.50	O
1032	8/10/2020	1196	McGovern, Inc.	\$1,716.00	O
1033	8/10/2020	996	THE PROTECTION BUREAU	\$360.00	O
1034	8/10/2020	1164	Univar USA, Inc.	\$3,008.08	O
1035	8/10/2020	967	USABlueBook	\$104.78	O
1036	8/10/2020	61	West Goshen Township (WW	\$56,225.88	O
Bank Total:				\$70,523.94	
Bank Account: 18 CAPITAL PROJECTS FUND					
1218	8/10/2020	6468	Carroll Engineering Corp	\$72.50	O
Bank Total:				\$72.50	
Total Of Checks:				\$98,624.96	