



WARRINGTON TOWNSHIP BOARD OF SUPERVISORS MINUTES FOR JANUARY 8, 2013

The regular meeting of the Warrington Township Board of Supervisors was held on January 8, 2013, 7:30 p.m., at the Township Building located at 852 Easton Road, Warrington, PA 18976. The members present were as follows:

ATTENDANCE:

Gerald Anderson, Chairperson; John Paul, Vice Chairperson; Marianne Achenbach, Secretary/Treasurer; Matthew W. Hallowell, Sr., and Shirley A. Yannich, members. Staff present were Timothy J. Tieperman, Township Manager; William R. Casey, Esq., Township Solicitor; Richard Wieland, Township Engineer; Barbara Livrone, Executive Assistant to the Township Manager; and Barry Lubner, Chief Financial Officer.

MOMENT OF SILENCE

Mr. Anderson asked for a moment of silence.

PLEDGE OF ALLEGIANCE

The meeting opened with a pledge to the flag.

EXECUTIVE SESSION REPORT

Mr. Anderson reported that there was no executive session held.

APPROVAL OF BILL LIST:

1. **December 19, 2012 – January 8, 2013** **\$576,664.62**

Mrs. Achenbach motioned, seconded by Mr. Paul, to approve the bill list from 12/19/12 to 01/08/13 totaling \$576,664.62. This motion passed by a roll call vote of 5-0.

APPROVAL OF MINUTES:

2. **December 11, 2012**

Mr. Paul motioned, seconded by Mrs. Yannich, to approve the December 11, 2012 Meeting Minutes. The motion passed by a vote of 5-0.

MINUTES FOR POSTING:

3. **December 18, 2012**

Mr. Paul motioned, seconded by Mrs. Yannich, to table the posting of the December 18, 2012 Meeting Minutes. The motion passed by a vote of 5-0.

4. January 7, 2013

Mr. Paul motioned, seconded by Mrs. Yannich, to approve the posting of the January 7, 2013 Meeting Minutes. The motion passed by a vote of 5-0.

OLD BUSINESS:**5. Discuss snow and ice policy.**

The Board reviewed the draft snow and ice policy prepared by the Township Manager's Office in collaboration with the Public Works Department. Mr. Anderson asked all Board members to review thoroughly the draft in preparation of formal action at the January 22, 2013 meeting. He requested some minor changes to the policy.

Mr. Paul stated that the 50/50 mix cited in the policy needs to be explained better to residents. He recommended the policy – once adopted – be covered in the next *Link* edition and displayed prominently on the web page and cable channel. (*See Attachment A*)

6. Consider addendum to Penrose Walk Developer's Agreement.

Mr. Casey explained that the developer's counsel has negotiated an addendum to the Penrose Walk Developer's Agreement for the inclusion of six (6) additional lots and an increase to the performance bond in the amount of \$755,712.55. The latter will serve as a financial security to guarantee to the Township that the developer will comply with all terms and provisions outlined in the land development agreement and all associated plans and exhibits.

Mr. Paul motioned, seconded by Mr. Hallowell, to approve the addendum to the Penrose Walk Developer's Agreement contingent on the developer delivering the signed contracts no later than Friday, January 11, 2013. The motion passed by a vote of 5-0. (*See Attachment B*)

7. Continue discussion on Board appointments.

Mr. Anderson said that Board needs to discuss and agree on final procedures for making appointments to various boards. He suggested that perhaps a Board subcommittee be formed to do the main groundwork of interviewing the candidates and making formal recommendations to the full Board.

Supervisor Achenbach opined that the Board should interview candidates for high profile boards such as the Planning Commission and Zoning Hearing Board. She agreed to the subcommittee concept for the other boards and also suggested as an alternative doing the process by email and ranking each candidate independently. She stated that a standard rating sheet be employed to ensure consistency.

Mr. Paul stated that if an applicant applies for any position, he/she should be granted an interview followed by a recommendation of the full board.

Mrs. Yannich commented that prospective candidates should be encouraged to attend the meetings of the committees in which they've expressed interest first.

Mr. Anderson concluded the discussion by indicated that he will coordinate with Barbara in setting up a series of interview to begin at 6:00 p.m. prior to the January 22, 2013 regular BOS meeting. Official action will then be taken at this meeting.

8. **Review draft changes to Property Maintenance Code.**

Mr. Casey reported that a revision to Chapter 5, Code Enforcement, Part 4, Property Maintenance Code, includes a new subsection 403 entitled Penalties. This enables a fee of up to \$1,000 per day by a district justice for each property maintenance violation listed in the citation (s). *(See Attachment C)*

Mr. Paul motioned, seconded by Mrs. Yannich, to authorize advertisement of the Revisions to Warrington Township Code of Ordinances, Chapter 5, Part 4, Property Maintenance Code. The motion passed unanimously.

9. **MANAGER'S REPORT:**

a. **Renewal for 2013 Newsletter**

Mr. Paul motioned, seconded by Mrs. Achenbach, to authorize the Township Manager to renew the Township's contractual relationship with Perkasio-based Hometown Press for the publication of four (4) quarterly *Link* editions in 2013. The motion passed unanimously. *(See Attachment D)*

b. **Buckl Architect Change Orders**

Mr. Paul motioned, seconded by Mr. Hallowell, to approve the Buckl Architect change order in the amount of \$15,500 to revise the plans, specifications, and bid documents to implement Option 4 for the Public Works Building. The motion passed unanimously.

Mr. Paul motioned, seconded by Mrs. Yannich, to approve the additional architectural design in the amount of \$10,400 not included in the original scope of work by Buckl Architect for the Public Works Building. The motion passed unanimously. *(See Attachment E)*

10. **CHAIRMAN'S REPORT:**

a. **Discuss 2013 lawn mowing contract and alternatives**

Mr. Anderson discussed the 2013 lawn moving contract and alternatives with the Board. Mr. Tieperman furnished the Board with a preliminary efficiency evaluation on possible strategies to reduce the lawn mowing costs such as reducing the number of cuts at basins, adopting "high mow" areas, utilization of seasonal staff for "nuisance" areas and privatizing other areas to name a few. In all there are 133 separate sites included in the 2012 contract. *(See Attachment F)*

b. **2013 Goals**

Mr. Anderson asked Board to begin reviewing the Board's existing open goals and proposing new ones for consideration at the next meeting.

c. **Open Space Updates**

Mr. Anderson asked for an update on the status of the open space bond issue. Mr. Lubber responded that he has maintained regular contact with financial advisor Warren White and bond counsel Megan Santana.

11. ENGINEER'S REPORT:**a. 2012 Road Program Update**

Mr. Wieland reported that two different contractors had been responsible for paving the roadways in the 2012 Road Program. Minor issues are still being resolved with Morrissey as far as quantities.

b. Valley Gate Intersection Improvements for BJ's.

Mr. Wieland reported that the main entrance to the Valley Gate project is on Route 611 and will be lined up with the existing BJ's traffic signal. He said in addition to Valley Gate having a new entrance there will need to be some slight modifications done to the BJ's entrance. He said the owners of Valley Gate project have met with the owners of BJ's and BJ owners are agreeable to having that work done on their property with the exception that they don't want any of those modifications to result in any of their existing land development approvals being voided.

Mr. Wieland clarified that these slight modifications will enhance safety and provides a straight lane into the future Valley Gate project and will not void BJ's land development approvals. He indicated such in a letter to BJ's counsel.

12. SOLICITOR'S REPORT:**a. Malcolm's.**

Mr. Casey reported that Malcolm's is still in the pleading stage.

b. Meridian Code Improvements

Mr. Casey reported that the township received three estimates for the repair work to be done at the Meridian Homeowners development. He recommended that the Board authorize Staff to issue a notice to proceed to the lowest qualified bidder (T. Shiefer Contractors) for the completion of these repairs for an amount not to exceed \$12,800. The Board granted its consent to proceed. Supervisor Yannich recused herself from this discussion since she is a Meridian resident.

c. Task Force Agreement.

Mr. Casey reported that he has reviewed the Task Force Agreement with Mr. John Paul. He said the signatories to this Agreement include the fire company, County Division of Emergency Services, and the Township. He recommended that the Task Force Agreement be forwarded to the fire company for their signature and approval, the County Division of Emergency Services, and the Township.

SUPERVISOR COMMENTS:**a. Residential Structures**

Mrs. Yannich distributed a report on the types of residential structures and number of units in Warrington Township at the request of the Board Chairman. Reviewed the table of types of residential structures and # of units' report she had prepared at the request of the Board Chairman. She noted that most residential housing is of the single-family detached variety. Mr. Anderson thanked her for this report.

b. Police Officer at Central Bucks South

Mr. Anderson announced that the Board needs to make some provisions to allow the placement of a police officer at all public and parochial schools in Warrington Township in light of the Connecticut school tragedy. He asked for the Board's support to authorize the Police Chief to negotiate the final details for the placement of this school resource officer (SRO) at the schools, with the primary point of contact being Central Bucks South. Mr. Anderson stated this initiative will not solve all the security problems at the schools but that it is a necessary first step.


Mr. Paul motioned, seconded by Mrs. Achenbach, to authorize the Chief of Police to negotiate with the Central Bucks School District to finalize a plan to utilize a police officer in the Warrington schools. The motion passed unanimously.

Mr. Tieperman was asked to prepare an appropriate press release. *(See Attachment G)*

ADJOURNMENT

Mr. Paul motioned, seconded by Mr. Hallowell, to adjourn the meeting at 8:30 p.m. The motion passed unanimously.

Edited and Reviewed By:



Timothy J. Tieperman, Township Manager

ATTACHMENT “A”



WARRINGTON TOWNSHIP SNOW AND ICE REMOVAL POLICY

Purpose

The purpose of this policy is to define and outline snow and ice control procedures in Warrington Township. This policy supersedes all previously written documents or unwritten Township policies regarding snow and ice control.

General Guidelines

The policy's intent is to provide a uniform understanding of the priorities used to combat snow and ice related road conditions. Each winter storm has unique characteristics. Climatological factors such as storm intensity, duration, wind, temperature and moisture content affect the total amount of snow/ice accumulation and thus the proper response to these conditions.

The Public Works Department endeavors to maintain adequate traction for vehicles properly equipped for winter driving conditions. This does not mean bare, dry pavement should be expected after each snowfall. Furthermore, this does not mean the streets will be free of ice and snow.

The aim of snow and ice control operations is to return street surfaces to normal winter conditions as soon as feasible within the limitation of the policy and the Township's limited resources. The desired results can usually be attained by the proper use of storm forecasts, personnel, equipment and materials. However, flexibility is needed to adapt to the variety of circumstances and conditions during a snow or ice storm.

Response Triggers

During snow and ice conditions, call from the Police and Fire Departments regarding accidents, medical or other emergency situations are given top priority. Requests from the public are generally handled after the emergency situation.

Priority System

In order to establish an effective program for dealing with the treatment of many miles of road, the Township has developed a priority response system. The entire Township roadway network is designated as Priority I, II or III type roads.

Priority I

The Priority I roads entail the main collector roads and corridors through the Township. Also included under Priority I are any emergency response facilities, to which one (1) DPW crew shall be assigned at all times. Of these facilities, the township building shall be plowed last.

Priority II

Priority II roads are considered major secondary roads which link or tie into the Priority I roads.

Priority III

Priority III road represent the remaining portions of Warrington's roadway system, primarily subdivision roads and cul-de-sacs.

Once all Priority I-III roads have been plowed, DPW crews then proceed to push back any intersections that may require additional treatment. Only after this phase do the crews move into the Priority IV areas.

Priority IV

Priority IV are low priority and non-roadway locations that will only receive snow and ice control treatment after the Priority I-III areas have been adequately addressed to mitigate all public safety hazards.

These low priority areas include parks and trail systems and their treatment shall be at the discretion of the Township Manager and Public Works Director based on the storm's severity. Tennis and basketball courts are not plowed. Overtime is generally not used for these lower priority reas.

The new 202 Parkway Trails and trailheads shall be considered Priority IV areas.

Plowing Procedures

When snow is predicted to accumulate greater than two-inches (2"), all trucks shall be mounted with plows. Plowing starts when snow accumulates between 2 ½ and 3 ½ inches depending on air temperature.

Pre-treatment of roads with a 50/50 salt/cinder combination begins when either the Police Department notifies Public Works or when DPW response crews observe slippery conditions. The Department plows all priority roads simultaneously using the sector system.

Plowing and salting will be done simultaneously. If the storm continues in intensity and snow is falling heavily, plowing will continue on Priority I roads, but salting shall be suspended. As long as snow continues to fall, plowing shall be restricted to Priority I roads only, unless otherwise directed by the supervisor in charge.

Once the snow stops, plowing and salting shall resume on the assigned Priority I, II and II roads until all roads are complete.

Plowing routes will be established in writing and a list of all routes will be given to each truck driver to use as a reference guide within each district.

Use of Private Contractors

The equipment necessary to supplement the Township's trucks or loaders will be hired on an as-needed basis for each storm. The Township will assign one of its own trucks to each sector handled by a subcontractor to resolve any customer complaints that may arise and to supervise the plowing quality of each private contractor. It will continue to be a policy to hire trucks for salting and plowing as necessary and the decision to activate their use shall be at the discretion of the Director of Public Works or his designee.

Annual Bidding Process

In most cases, all hired equipment will be on contract pursuant to an annual bidding process to comply with state liquid fuel regulations.

Emergency Procurement Procedures

During severe snow emergencies, it may become necessary to hire additional equipment for hauling snow and clearing parking areas. In these rare circumstances, prices will be obtained by the Director of Public works or his designee and approval for hiring would be at the discretion of the Township Manager after consultation with Township Solicitor.

Other Policy Provisions

- DPW crews will salt highly-trafficked Township sidewalks in conjunction with the roads. Sidewalks will only be treated with salt. Sidewalks and connecting trails to schools receive the highest priority.
- State highways are not plowed unless there is a state of emergency declared by Warrington Township and PennDOT requests plowing assistance.
- Township crew assignments are made in such a manner to comply with all regulations related to CDL Drivers and minimum resting requirements.
- Under no circumstances shall the Department deviate from the approved mix utilized by PennDOT crews to satisfy special neighborhood requests.

ATTACHMENT “B”

ADDENDUM

To

DEVELOPMENT AGREEMENT

WARRINGTON TOWNSHIP

and

PENROSE WALK

THIS AGREEMENT dated the 8th day of January, 2013, by and between the TOWNSHIP OF WARRINGTON, Bucks County, Pennsylvania, a Township of the Second Class (the "TOWNSHIP"), with offices at 852 Easton Road, Warrington, PA 18976 and PHILLIPS AVE REALTY, L.P. with offices at 1030 Reed Avenue, Suite 100, Wyomissing, Pennsylvania 19610 (hereinafter called "DEVELOPER").

W I T N E S S E T H

WHEREAS, DEVELOPER is the developer of a 30.937 acre tract, consisting of Bucks County Tax Parcel Nos. 50-40-110, 50-20-33 and 50-20-33-1, located on the east and west side of Street Road between Phillips and Bradford Avenues on which 48 new, single family, semi-detached residential dwellings (and one lot for a single family detached dwelling) are being constructed (the "PREMISES"); and

WHEREAS, the parties have previously entered into a Development Agreement dated June 29, 2012 secured by a Performance Bond which is hereby amended to include the six (6) additional lots; and

WHEREAS, DEVELOPER has received Final Plan Approval (Resolution 2012-R-36) for an additional six (6) two family, semi-detached dwellings extending Deborah Court approximately one hundred and fifty (150) feet. These units will also be served by public water and sewer; and

WHEREAS, the DEVELOPER applied to and received from TOWNSHIP preliminary and final approval of plans for the development of the PREMISES, prepared by Forino Company, L.P., dated August

31, 2012, last revised October 5, 2012 along with a Stormwater Management Addendum Narrative, dated August 31, 2012, which have been recorded or will be recorded with the Recorder of Deeds of Bucks County (the "PLAN"); and

WHEREAS, DEVELOPER and TOWNSHIP are desirous of clarifying and stipulating in detail DEVELOPER'S obligations pursuant to TOWNSHIP'S ordinances and Rules and Regulations; and

WHEREAS, it is considered to be in the best interest of the parties hereto to clarify and reduce to writing the respective obligations relating to the improvements which are to be constructed and all other developmental aspects of DEVELOPERS' project.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, AND INTENDING TO BE LEGALLY BOUND, IN ACCORDANCE WITH THE UNIFORM WRITTEN OBLIGATIONS ACT OF PENNSYLVANIA, AND IN CONSIDERATION OF OTHER GOOD AND VALUABLE CONSIDERATION, DEVELOPER AND TOWNSHIP HEREBY PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. DEVELOPER represents and warrants to TOWNSHIP that DEVELOPER is the developer of the PREMISES and agrees that the PLAN, as more specifically identified above, and the TOWNSHIP'S final plan approval of November 13, 2012, being Resolution No. 2012-R-36, is hereby incorporated herein by reference.

2. DEVELOPER shall construct all roads, streets, grading and drainage facilities, in addition to all sanitary sewage facilities and public water supply lines and appurtenances, place all monuments and furnish to TOWNSHIP the cost of and install all road traffic and street signs and other improvements shown and specified on the PLAN, at the sole cost and expense of DEVELOPER. The work shall be completed in a good and workmanlike manner in accordance with generally prevailing engineering practices, and all work shall be completed within one (1) year from the date hereof.

3. The Township Engineer and agent for DEVELOPER have prepared an estimated cost of improvements for both on-site and off-site improvements, and said estimate of costs is more fully set forth

in Exhibit "A" (for on-site improvements) which is incorporated herein, attached hereto and made a part hereof by reference. DEVELOPER agrees that Exhibit "A" is just an estimate and that it will complete, at its sole expense, the improvements regardless of what the cost may be. DEVELOPER further agrees that it will pay all costs for the completion of this project in accordance with the PLAN and this Agreement, whether or not such costs are shown in Exhibit "A".

4. DEVELOPER shall post a Performance Bond, in form and substance satisfactory to the TOWNSHIP Solicitor, at the time of execution wherewith in the principal amount of Seven Hundred Fifty-Five Thousand, Seven Hundred Twelve Dollars and Fifty-Five Cents (\$755,712.55) as financial security (hereinafter referred to as the "FINANCIAL SECURITY", to guarantee TOWNSHIP that DEVELOPER will comply with the terms and provisions of the within Development Agreement, PLAN and Exhibit "A."

Furthermore, DEVELOPER agrees that on each anniversary of this Agreement, DEVELOPER shall post such additional FINANCIAL SECURITY as is required under the terms of the Pennsylvania Municipalities Planning code, i.e. Act 247, as amended. In the event that DEVELOPER does not post such additional financial security within two (2) weeks of receipt of written notice by certified mail to post such additional financial security, TOWNSHIP is hereby authorized to withdraw all building permits and to issue a cease and desist order from further work on the construction improvements. Upon receipt of the cease and desist order, DEVELOPER agrees to cease all further work on the project; provided, that upon the posting of additional financial security as is required by TOWNSHIP, TOWNSHIP shall withdraw the cease and desist order and DEVELOPER may resume work on the project.

The FINANCIAL SECURITY is established for the sole benefit of TOWNSHIP and is subject to the sole control and authority of TOWNSHIP as established by the terms of this DEVELOPMENT AGREEMENT.

5. The construction and installation of the public improvements shown on the PLAN are subject to inspection and approval, at the cost of DEVELOPER, by the Township Engineer. DEVELOPER shall notify the Township Engineer not less than three (3) days before the commencement of the initial

work on the premises. Not less than seventy-two (72) hours prior to the commencement of roads or other improvements, DEVELOPER shall notify the Township Engineer who shall inspect the prepared sub grade or other work. The Township Engineer shall be notified at least twenty four (24) hours prior to the date when the DEVELOPER or its contractor proposes to lay the stone base course. The Township Engineer shall also be notified a minimum of twenty four (24) hours prior to the commencement of each separate paving operation and in advance of the commencement of any other work.

No construction of buildings, roads, sewer or water lines shall commence until the TOWNSHIP is satisfied that the tire cleaning, soil and erosion control, and detention basin construction have been completed sufficiently to avoid dirt, water and sedimentation from spilling over into the streets or highways within the TOWNSHIP or of adversely affecting or polluting any stream or property owned by others. In the event that during construction, dirt, mud and/or sedimentation does spill over on to the streets or highways of the TOWNSHIP or to the lands of another or into any streams, all construction on the site, other than that necessary to correct the problem, shall stop until the problem is corrected.

It shall be the obligation of DEVELOPER to arrange in advance with the Township Engineer for inspection of the work as the work progresses. The cost of such inspections shall be paid by DEVELOPER. Reasonable provisions agreeable to the Township Engineer and DEVELOPER shall be made to permit inspection of all work in progress. The Township Engineer is authorized to require the removal of any work which is commenced without notice as herein provided or which is not completed in accordance with this Agreement, the PLAN or the ordinances, resolutions or specifications of TOWNSHIP (to the extent not inconsistent with the PLAN), or which is not done in a good and workmanlike manner. The Township Engineer is further authorized, during a period of eighteen (18) months after the completion of all improvements, to require alteration, expansion, removal and/or relocation of any storm sewer, catch basin, under drain or other improvement which, for unforeseen reasons, does not function substantially in accordance with the design criteria established by the TOWNSHIP and approved by the Township Engineer and utilized by the DEVELOPER in the preparation of the PLAN as set forth in the PLAN and

in the design booklets, storm drainage calculation and related materials delivered to the Township engineer and approved by the Township Engineer in connection with the approval of the PLAN (collectively, the "Approved Specifications"). DEVELOPER's failure to comply with any such order shall constitute a breach of this Agreement. Township shall not be bound by preliminary engineering or approval of plans based on such engineering, and in the event the Township Engineer shall, at any time prior to the dedication of the public improvements reasonably determine that additional drainage facilities are required within the development in order to achieve the purpose of and standards established in the Approved Specifications, DEVELOPER shall further install such drainage work or make such corrections in the proposed drainage system and the Township Engineer shall reasonably determine is necessary based on existing field conditions and generally prevailing engineering practice.

In the event of the failure of the drainage and/or erosion and sedimentation control facilities to control stormwater runoff during construction or upon their completion at any time prior to dedication of the public improvements, the TOWNSHIP may revoke all outstanding building permits and refuse to issue new building permits or occupancy permits until the failure has been corrected to the satisfaction of the TOWNSHIP. There shall be no construction on the site other than is necessary to correct the failure, until the failure has been remedied.

DEVELOPER shall not be responsible for changes required because of conditions occurring or changing on property other than the PREMISES.

6. Water and sanitary sewer service shall be required for each dwelling unit prior to the issuance of certificates of occupancy as hereinafter provided. DEVELOPER agrees to obtain water and sanitary sewer rights from the Warrington Township Department of Water and Sewer as required herein.

Any and all permits required by the Commonwealth of Pennsylvania, Department of Environmental Protection or other agency connected with sanitary-sewer installation, shall be procured by DEVELOPER at DEVELOPER'S expense and a photostatic copy of the same shall be turned over to the Township Engineer for any work that is performed.

No sewage is to be collected or discharged into the Warrington Township sewer system prior to written approval of the Township Engineer. DEVELOPER will secure all permits from the Department of Water and Sewer and pay all connection charges or tapping fees in accordance with the current Fee Schedule of the TOWNSHIP.

DEVELOPER and TOWNSHIP agree all regulations, rules, specifications and standards adopted by the Warrington Township Municipal Authority prior to its cessation of operations on May 25, 1993 are the regulations, rules, specifications and standards of Warrington Township as amended thereafter from time to time. DEVELOPER acknowledges such regulations, rules, specifications and standards shall apply to the construction of this development. DEVELOPER acknowledges the TOWNSHIP may amend or change the regulations, rules, specifications and standards and it agrees to be bound by said amendments or changes.

DEVELOPER recognizes the DEVELOPER must provide water meters with remote readers and meter readings. Each residence shall be metered separately. The typical meter installation location must be approved by TOWNSHIP. All meters, including $\frac{3}{4}$ remote readers and meter settings, shall be paid for by OWNER. The cost thereof is \$2,130.00 (6 x \$355.00) and the same is to be paid to TOWNSHIP at the time of execution of this Agreement.

By agreement of the TOWNSHIP and DEVELOPER, DEVELOPER, at the time of the execution hereof, hereby pays to TOWNSHIP and irrevocably donates to TOWNSHIP the sum of \$12,510.00 (6 x \$2085.00) that shall be used by TOWNSHIP for and toward the cost of reimbursement of providing water tap-in fees and services to DEVELOPER or other users.

By agreement of the TOWNSHIP and DEVELOPER, DEVELOPER, at the time of the execution hereof, hereby pays to TOWNSHIP and irrevocably donates to TOWNSHIP the sum of \$29,640.00 (6 x \$4,940.00) which sum represents tap-in fees for sewer, which shall be REIMBURSED by TOWNSHIP to Montgomery Township Sewer Authority for sewer facilities and services to DEVELOPER. DEVELOPER acknowledges that the foregoing tap-in fees, charges for meter and remote readers and charges for

construction water and inspections are reasonable and not arbitrary and capricious. DEVELOPER, at the time of execution hereof, will pay \$600.00 (6 x \$100.00) in cash to TOWNSHIP for construction water, and \$1,200.00 (6 x \$200) for inspection fees.

DEVELOPER shall not seek a refund of and hereby waives all claims to all funds payable by it to the TOWNSHIP pursuant to this paragraph. In the event that this Agreement, pursuant to which payment is being made, is at any time declared invalid or unlawful, in whole or in part, DEVELOPER'S payment shall be deemed to be a voluntary contribution and/or bargained for consideration for the necessary improvements resulting from the impact of this subdivision on TOWNSHIP facilities.

DEVELOPER agrees to commence construction of all water and sewer facilities as detailed on the PLAN and contemplated by this Agreement promptly, and DEVELOPER agrees to complete all such facilities within one year of the effective date hereof.

DEVELOPER acknowledges that if DEVELOPER has not completed the improvements herein contemplated in accordance with the above time schedule or if DEVELOPER in the opinion of TOWNSHIP has breached any of the other covenants herein of DEVELOPER and failed to correct same within fifteen (15) days of written notice thereof, then TOWNSHIP may enter into possession of the premises, take down the existing balance of the FINANCIAL SECURITY without notice to DEVELOPER or right of set-off to DEVELOPER and expend the same to complete the construction work contemplated by this Agreement and called for in the PLAN and Exhibit "A" and with its own crew or by contract therefore, either by private or public bid.

As a part of the dedication process, DEVELOPER under supervision and direction of the Township Engineer, shall pressure test the sanitary sewer lines in accordance with Warrington Township standards and specifications. The cost thereof shall be paid by DEVELOPER with reports to be given to the Township Water and Sewer Department for its permanent record. All deficiencies exposed by the testing of the sanitary sewer lines must be repaired by DEVELOPER under the supervision of the Township Engineer. All costs thereof, including retesting of lines, if necessary, shall be paid by DEVELOPER.


Prior to dedication of sanitary sewer lines, water mains, and other appurtenances, all shall be inspected by the Township Engineer and all deficiencies corrected prior to acceptance. All such work shall be completed prior to the final coat of paving of roads and acceptance of dedication by Township as aforementioned.


DEVELOPER, through its Engineer, shall keep accurate records of location, size and depth of all mains, valves, appurtenances and project service lines, and upon completion of the project, DEVELOPER shall forthwith provide TOWNSHIP with reproducible Mylar "as-built" drawings and two copies, field-checked and certified by the Engineer for DEVELOPER, showing the location, size and depth of the water and/or sewer systems. Such Mylar "as-built" drawings may be recorded in the Office of the Recorder of Deeds in and for the County of Bucks and filed with Township, said copies to be provided by DEVELOPER. All costs of preparation and recording of the foregoing and all costs of Engineers and Solicitor for TOWNSHIP relating thereto shall be paid by DEVELOPER.

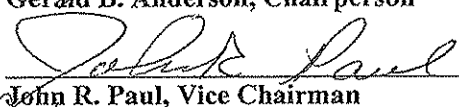
All other provisions of the Development Agreement, dated June 29, 2012, are incorporated herein by reference and shall remain in full force and effect.

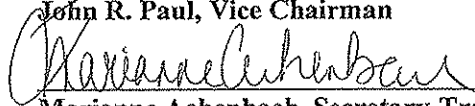
BOARD OF SUPERVISORS OF WARRINGTON TOWNSHIP

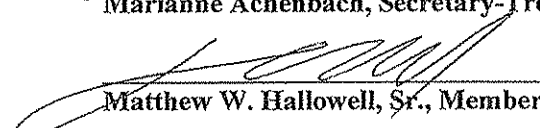
ATTEST:

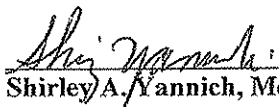

Timothy J. Tieperman
Township Manager


Gerald B. Anderson, Chairperson


John R. Paul, Vice Chairman


Marianne Achenbach, Secretary-Treasure

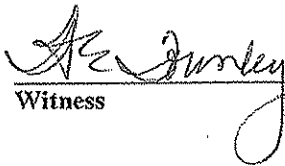

Matthew W. Hallowell, Sr., Member


Shirley A. Yannich, Member

AND

PHILLIPS AVE REALTY, L.P

BUCKS COUNTY REALTY INVESTORS, LLC.
General Partner


Witness

By:

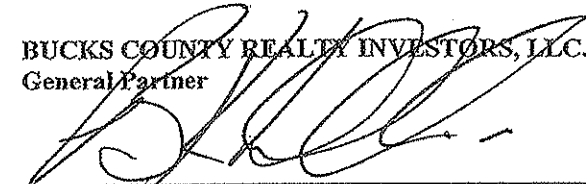

BRIAN K. KOBULARCIK Managing Member

EXHIBIT "A"



Carroll Engineering Corporation

January 3, 2013

William H.R. Casey, Esquire
99 East Court Street
Doylestown PA 18901

Dear Mr. Casey:

Subject: Penrose Walk Amended Escrow /Developer's Agreement

As you know, the addition of six (6) lots at Penrose Walk necessitates a revision to the site work escrow. The developer has submitted a cost estimate for these additional improvements which we have reviewed and approved. Therefore, administratively, it would be a matter of adding these improvements to the original escrow items for a new total. However, the developer has requested that the new escrow (bond) total be determined by subtracting completed work from the total, so that the new bond amount will be less than originally posted. In essence, it's very similar to an escrow release for completed work. I have no objection to this procedure, with the condition that the 10% contingency amount be based on 10% of the entire site work amount; and not 10% of the entire site work minus completed work. The numbers are as follows:

1.	<u>Original Escrow</u>	<u>Additional 6 Lot Escrow</u>	<u>Total Escrow</u>
	\$1,527,344.25 (Const.)	\$105,596.60	\$1,632,940.85
	<u>152,734.43 (Contingency)</u>	<u>10,559.66</u>	<u>163,294.09</u>
	\$1,680,078.68	\$116,156.26	\$1,796,234.94
2.	Total Construction Escrow	\$1,632,940.85	
	Completed-to-Date	<u>- \$1,040,522.39</u>	
	Construction Remaining	\$ 592,418.46	
	Contingency	<u>+ \$ 163,294.09</u>	
	New Escrow Amount	\$ 755,712.55	

Today's Commitment to Tomorrow's Challenges

Corporate Office:
949 Easton Road
Warrington, PA 18976
215.343.5700

630 Freedom Business Center
Third Floor
King of Prussia, PA 19406
610.489.5100

101 Lindenwood Drive
Suite 225
Malvern, PA 19355
484.875.3075

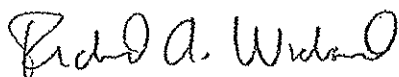
105 Raider Boulevard
Suite 208
Hillsborough, NJ 08844
908.874.7500

William H.R. Casey, Esquire
Page Two
January 3, 2013

A complete, itemized escrow spreadsheet will follow, so that future releases can be addressed as additional work is completed.

Very truly yours,

CARROLL ENGINEERING CORPORATION



Richard A. Wieland, P.E.

RAW:cam

Enclosure

cc: Timothy J. Tieperman, Township Manager, Warrington Township
Roy Rieder, P.E., Director of Planning Development Warrington Township
K. Frederick Achenbach Jr., Manager, Warrington Township
Michael Tulio, Vice President of Land, Metropolitan Development Group
Robert Gundlach, Esquire, Jr., Esquire, Fox, Rothschild, O'Brien & Frankel LLP
Kenneth R. Yerger Jr., P.E., P.L.S., CEC

ATTACHMENT “C”

Warrington Township

852 EASTON ROAD, WARRINGTON, PA 18976
215-343-9350 ■ FAX 215-343-5944
www.warringtontownship.org



BOARD OF SUPERVISORS
GERALD B. ANDERSON, Chairperson
JOHN R. PAUL, Vice Chairperson
MARIANNE ACHENBACH, Secretary-Treasurer
MATTHEW W. HALLOWELL, SR., Member
SHIRLEY A. YANNICH, Member

TOWNSHIP MANAGER
TIMOTHY J. TIEPERMAN

MEMO TO: Board of Supervisors

ATTN: Tim Tieperman

FROM: Roy Rieder *RR*

DATE: January 3, 2013

**RE: REVISIONS TO WARRINGTON TOWNSHIP CODE OF ORDINANCES,
CHAPTER 5, PART 4, PROPERTY MAINTENANCE CODE**

Background

While preparing a notice of violation for a property maintenance issue, I was checking the ordinance to see the prescribed penalty for violations of the Property Maintenance Code. During that review, I discovered that there was no penalty clause in the section for the Property Maintenance Code. Although notices of violation had been sent out to property owners in the past listing potential penalties, the property owners could have challenged the penalties listed on the notice of violation because they are not authorized in the Code of Ordinance.

The proposed ordinance adds a paragraph to Chapter 5, Part 4 enabling a fine of up to \$1,000 per day by a district justice for each property maintenance violation listed in the citation(s).

The proposed ordinance is not part of the Zoning Ordinance or the Subdivision and Land Development Ordinance. Therefore, it does not need to be reviewed by the Bucks County Planning Commission and only needs to be advertised one time before it can be enacted by the Board of Supervisors.

Recommendation

The staff recommendation is that the Board of Supervisors authorize advertisement of the attached ordinance at a date and time acceptable to the Board of Supervisors and that the attached ordinance be enacted.

Warrington . . . gateway to Bucks County

Revise Chapter 5, Code Enforcement, Part 4, Property Maintenance Code, by adding the following section:

§403. Penalties.

It shall be a violation for any person to fail to comply with a notice of violation or order served in accordance with the Property Maintenance Code of Warrington Township. Upon conviction thereof in an action brought before a District Justice in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, the defendant shall be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fines and costs, to a term of imprisonment not to exceed 90 days. Each day that a violation of this Part 4 continues, or each section of the Property Maintenance Code of Warrington Township which shall be found to have been violated, shall constitute a separate offense.

ATTACHMENT “D”



A CBN Company

ORDER FORM

ORDER FORM

☒ YES!

We would like to take advantage of your offer. We understand that there is NO CHARGE to our municipality for the custom Newsletters, and that Hometown Press is responsible for obtaining the necessary business sponsorship. We agree to utilize and/or distribute the materials in an appropriate and timely manner. It is further agreed that Hometown Press grants us final approval on all business participants. Hometown Press is hereby granted the exclusive right to publish 4 issues in the calendar year 2013.

Municipality WARRINGTON TOWNSHIP

Address 852 EASTON ROAD Phone 215-343-9350

City WARRINGTON Fax 215-343-5944

State PA Zip 18976 Email ttieperman@warringtontownship.org

Contact Tim Tieperman, Manager Date January 8, 2013

Authorization [Signature]

Quantity 8350 Cycle 4 Issues / Year

HOMETOWN PRESS

A CBN Company

601 West Market Street • Suite 100 • Perkasi, PA 18944

(215) 257-1500 • Fax: 215-257-0800 • Toll Free: 800-266-4734

Email: cbn-usa@comcast.net

ATTACHMENT “E”

Warrington Township



852 EASTON ROAD, WARRINGTON, PA 18976

215-343-9350 ■ FAX 215-343-5944

www.warringtontownship.org



BOARD OF SUPERVISORS

GERALD B. ANDERSON, Chairperson
JOHN R. PAUL, Vice Chairperson
MARIANNE ACHENBACH, Secretary-Treasurer
MATTHEW W. HALLOWELL, SR., Member
SHIRLEY A. YANNICH, Member

TOWNSHIP MANAGER
TIMOTHY J. TIEPERMAN

MEMO TO: Board of Supervisors

ATTN: Tim Tieperman

FROM: Roy Rieder *RR*

DATE: January 7, 2013

RE: **PUBLIC WORKS BUILDING AUTHORIZATION FOR ADDITIONAL
ARCHITECTURAL DESIGN**

Background

The bids for construction of the new Public Works Building that were opened in early fall exceeded the available funding. After reviewing the various options, the Board decided to implement Option 4 to construct the building shell with minimal build-out and minimal site work. The Board's decision to proceed with Option 4 was relayed to the architect. In order to implement Option 4, revised plans are needed.

The architect has submitted a proposal in the amount of \$15,500 to revise the plans, specifications, and bid documents to implement Option 4. The architect also submitted the attached revised proposal based on the premise that the township would publish the bid documents, manage the bidding process, and select the successful bidders. The cost savings to the township is \$1,200.00, but this approach would expose the township to greater liability in the bidding process. Accordingly, it seems better to allow the architect to publish the bid documents, manage the bidding process and make recommendations regarding the successful bidders.

The scope of work for Option 4 indicated electric heater units are to be installed to provide freeze protection for the fire sprinkler system during the winter months. Fearing that the cost of operating electric units would be much higher than operating oil-fired units, the architect was asked to provide oil heaters rather than electric heaters understanding that the township would incur some additional construction costs to procure and install an above-ground oil tank. After speaking with the architect on Friday, January 4, there will be no increase in the cost to produce the construction documents in implement Option 4 with oil-fired units rather than electric units.

During the design phase, the size of the building increased and additional elements were added to the design not included in the original scope of work. The additional work amounts to \$10,400 which the architect has requested. After reviewing the work done compared to the original scope, the additional cost is justifiable.

Recommendation

The staff recommendation is to approve the scope of work presented by the architect at a proposed cost of \$15,500. The bid documents must specify oil heaters to be used for freeze protection rather than electric heaters. Also, the staff recommends that the township pay \$10,400 for additional design work needed for the original bid documents.

ATTACHMENT “F”

Warrington



Township

852 EASTON ROAD, WARRINGTON, PA 18976
215-343-9350 ■ FAX 215-343-5944
www.warringtontownship.org



BOARD OF SUPERVISORS
GERALD B. ANDERSON, Chairperson
JOHN R. PAUL, Vice Chairperson
MARIANNE ACHENBACH, Secretary-Treasurer
MATTHEW W. HALLOWELL, SR., Member

SHIRLEY A. YANNICH, Member

TOWNSHIP MANAGER
TIMOTHY J. TIEPERMAN

January 8, 2013

MEMO TO: BOARD OF SUPERVISORS
ATTN: GERALD ANDERSON, CHAIR

FROM:  TIMOTHY J. TIEPERMAN

RE: 2013 LAWN PROGRAM EFFICIENCY EVALUATION

As you may know the 2012 Lawn Contract was awarded to Land Tech Enterprises for \$231,000. This represented a 110% increase over the 2011 bid contract of \$110,000. This budget spike represented a .30 mill impact. My staff has tried to delve into each of the 133 separate areas comprising the 2012 contract in an attempt to find more cost effective ways to o next year's program.

Be advised this is still a work in progress, but the following are some of our preliminary observations and recommendations.

New Additions in 2012 Contract

Part of this cost increase was due to an expansion of the contract scope. The following new locations were added to the 2012 contract:

1. Forest Glen Basin
2. Deer Path Basin
3. Twin Oaks Day Camp
4. Lower Nike Park
5. Willow Knoll Power Lines (from tot lot to Lisa Drive)
6. Valley Square Boulevard and Street Road

Both Lower Nike and the Twin Oaks Day Camp areas alone added approximately \$45,000 to the base contract.

Basins

I sat down with EAC Chair Fred Suffian to review aerial photographs of many of the sites. We focused primarily on all the basins to determine which ones had good buffer areas which did not need

regular mows. After reviewing most of them, we generally concluded that most of them do not need 24 mows. Many could get by with 12+ cuts on the perimeter with perhaps less on the interior. However, reducing the cuts in half would not necessarily result in cutting the total costs in half. John Bonargo said that the Township Engineer would need to make some determination whether these less frequent mows would jeopardize the basin's engineering design.

Nuisance Areas

One comment we received from Land Tech was that several "nuisance" areas should be eliminated from the contract. By "nuisance" we mean small pocket strips that require more mobilization efforts than is warranted. These areas, they recommend, could be done more efficiently through private arrangements. Examples he cited included areas abutting Wegman's, portions of Valley Square, the Equestrians Center, and other applicable commercial properties. Other nuisance areas include traffic light islands

Active Recreation Areas

Both Bonargo and Land Tech officials have recommended that we reach out to the athletic associations to mow the immediate and outlying peripheries of all fields in the major park areas, especially at King and Lower Nike. Furthermore, it was suggested that we introduce "high-mow" areas in most of the major parks. "High mow" would be classified as a minimum 6" cut versus the current 3" cut. The grass would be cut at 9-12". If we were to keep the "high mow" demarcation lines at a certain distance, we should not be prone to too many aesthetic complaints.

Water and Sewer Areas

Staff believes most of the pump station areas are not accessible to the public, and thus they need not receive manicured lawn treatments, if at all. We believe that for the majority of the mowing season, seasonal help coupled with existing W/S should be sufficient to mow these utility areas, albeit on a less frequent basis. We could also assign such help to certain intersection islands also.

Naturalization Grants

In our discussions with the EAC and Land Tech officials, both strongly recommended that we pursue an aggressive naturalization program on all our basins and to leverage monies to leverage to accomplish this in the near long term. We were advised there are special seed mixtures and other landscaping methods to reduce substantially the need for regular mowing.

Current Recommendations

There is no one silver bullet that can single handedly reduce our escalating lawn mowing costs. We would recommend a combination of strategies, including but not limited to the following:

1. Adopt a "high mow" program for all basins and major park areas in addition to other low traffic areas;
2. Utilize seasonal help to focus on small nuisance areas such as intersection islands, stop signs, water hydrants and pump stations.
3. Negotiate agreements with private entities for areas near major commercial corridors.
4. Reevaluate the new items included in the 2012 lawn contract, especially Twin Oaks and Lower Nike Parks. Can we do this cheaper in-house than spending \$45,000? Some combination of expanded involvement by the athletic associations, seasonal assistance and incorporating a "high mow" demarcation line might be in order
5. As a long-term strategy, invest a portion of any savings into an aggressive naturalization program of all our basins and to seek out matching grants wherever possible
6. Reevaluate the bonding thresholds for next year's lawn contract. It's been suggested that the bond requirements were excessive and prevented some contractors from bidding on the work.

Enclosure

ATTACHMENT “G”



Warrington Township

NEWS FOR IMMEDIATE RELEASE

January 17, 2013

SUPERVISORS ENDORSE SCHOOL RESOURCE OFFICER

WARRINGTON – At its Tuesday night meeting, the Board of Supervisors unanimously endorsed a proposal reinstituting its school resource officer program. Once implemented and approved by school officials, a uniform police officer will soon be rotating among all the public and private schools based in Warrington Township.

“This program was in place before at Central Bucks South but was discontinued because of funding issues,” stated Chairman Gerald Anderson, who officially unveiled the program Tuesday night. “I don’t believe the program should have ever been discontinued in the first place. Having an officer based at the schools yields invaluable information for preventing crimes before they ever take place.”

The unanimous motion authorized the Chief of Police to continue negotiations with school officials to finalize the officer’s new rotating schedule. The officer will be in uniform and fully-armed to reinforce the security systems in all the schools.

Mr. Anderson affirmed that the recent school tragedy in Connecticut underscores the importance of the SRO program. “I don’t ever want to see a tragedy like this one again.”

Media contact: Timothy J. Tieperman, Township Manager (215-343-9350)

###