



WARRINGTON TOWNSHIP BOARD OF SUPERVISORS MINUTES FOR MAY 14, 2013

The regular meeting of the Warrington Township Board of Supervisors was held on May 14, 2013, 7:30 p.m., at the Township Building located at 852 Easton Road, Warrington, PA 18976. The members present were as follows:

ATTENDANCE:

John Paul, Vice Chairperson; Marianne Achenbach, Secretary/Treasurer; Matthew W. Hallowell, Sr., and Shirley A. Yannich, members. Staff present was Timothy J. Tieperman, Township Manager; William R. Casey, Esq., Township Solicitor; Thomas A. Gockowski, Township Engineer; Vivian Bell, Director of Administrative Services; and Barry Luber, Chief Financial Officer.

MOMENT OF SILENCE

Mr. Paul asked for a moment of silence.

PLEDGE OF ALLEGIANCE

The meeting opened with a pledge to the flag.

EXECUTIVE SESSION REPORT

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

RECOGNITION OF EAGLE SCOUT JOSHUA ANDREW JORDAN

On behalf of the Board of Supervisors, Mrs. Achenbach read and presented a Citation of Commendation to Eagle Scout Joshua Andrew Jordan for his project of naturalizing an existing detention basin at Greenridge Drive and Guinea Lane with cooperation from Warrington Township's Environmental Advisory Council.

APPROVAL OF BILL LIST:

1. April 30, 2013 – May 14, 2013 \$1,299,604.09

Mrs. Achenbach motioned, seconded by Mrs. Yannich, to approve the bill list from 04/30/13 to 05/14/13 totaling \$1,299,604.09. This motion passed by a roll call vote of 4-0.

APPROVAL OF MINUTES:

2. March 26, 2013

Mrs. Achenbach motioned, seconded by Mrs. Yannich, to approve the March 26, 2013 Meeting Minutes. The motion passed unanimously.

MINUTES FOR POSTING:**3. April 9, 2013**

Mr. Hallowell motioned, seconded by Mrs. Yannich, to approve the posting of the April 9, 2013 Meeting Minutes. The motion passed unanimously.

4. April 30, 2013 (Work Session)

Mr. Hallowell motioned, seconded by Mrs. Yannich, to approve the posting of the April 30, 2013 Work Session Minutes. The motion passed unanimously.

PUBLIC COMMENT:

There was no public comment.

PUBLIC HEARING: None.

OLD BUSINESS:**5. 2012 Audit Report from Maillie, Falconiero & Co, LLP**

Mr. Ed Furman from the township's professional auditing firm, Maillie, Falconiero & Co. LLP, was present and gave a brief summary of the 2012 Township Audit. The report indicated that there were no audit findings or management discrepancies. He stated that overall township staff did a good job and that the year ended with the recommended 10% fund balance.

6. Board and Committee Appointments

Mrs. Achenbach motioned, seconded by Mr. Hallowell, to appoint William Bell to the Zoning Hearing Board. This motion passed 3-0-1, with Mrs. Yannich abstaining since she did not have the opportunity to interview him.

Mrs. Achenbach motioned, seconded by Mr. Hallowell, to appoint Kevin Lawlor as the alternate member of the Zoning Hearing Board. This motion passed unanimously.

Mr. Hallowell motioned, seconded by Mrs. Achenbach, to appoint Joseph A. Lavallo to the Building Code Appeals Board. This motion passed unanimously.

Mrs. Achenbach motioned, seconded by Mr. Hallowell to appoint Gregory Ford to the Historic Commission. This motion passed unanimously.

NEW BUSINESS (ACTION/DISCUSSION ITEMS):**7. Consider approval of final plan for West Tract, located at the corner of Valley and Appaloosa Roads**

Mr. Hallowell motioned, seconded by Mrs. Yannich, to approve the final development plan for the West Tract. The motion passed unanimously. *(See Attachment A)*

8. Consider approval of preliminary/final plan for Warrington Glen (Phases 2 & 3)

Mrs. Yannich motioned, seconded by Mrs. Achenbach, to approve the preliminary/final development plan for Warrington Glen (Phases 2 & 3). The motion passed unanimously. (*See attachment B*)

9. Consider approval of land development agreement for Titus Road Outparcel, LP (Starbucks), Tax Parcel No. 50-031-020

Mr. Hollowell motioned, seconded by Mrs. Yannich, to approve the land development agreement for Titus Road Outparcel, LP (Starbucks), Tax Parcel No. 50-031-020. The motion passed unanimously. (*See Attachment C*)

10. Consider amendment to Chapter 15 (Motor Vehicles and Traffic), Part 8 (Removal and Impoundment of Illegally Parked Vehicles)

Mr. Hollowell motioned, seconded by Mrs. Achenbach, to adopt the amendment to Chapter 15 (Motor Vehicles and Traffic), Part 8 (Removal and Impoundment of Illegally Parked Vehicles) – (advertised April 29, 2013). The motion passed unanimously. (*See Attachment D*)

11. Consider amendment to Chapter 27 (Zoning), Part 22 (Signs) of the Warrington Township Code

Mrs. Achenbach motioned, seconded by Mr. Hollowell, to approve the amendment to Chapter 27 (Zoning), Part 22 (Signs) of the Warrington Township Code. This amendment addresses the problem of vehicles that are permanently parked to be seen from public roads. These vehicles are being used to circumvent the sign permitting procedures and limitations set forth in the zoning ordinance. The motion passed unanimously. (*See Attachment E*)

12. MANAGER'S REPORT:

a. Bid Award – Lower Nike Park Pedestrian Bridge

Mr. Hollowell motioned, seconded by Mrs. Yannich, to award the bid for construction of the Lower Nike Park Pedestrian Bridge to Gateway Project Management, LLC for a total bid of \$73,500.00. The bids were reviewed and recommended by the Township Engineer. The motion passed unanimously. (*See attachment F*)

b. Revised Fee Schedule

Mr. Hollowell motioned, seconded by Mrs. Yannich, to revise the fee schedule to include recommendations made by the Park and Recreation Board at their April 25, 2013 meeting. Their recommendation covers two issues. The first item reinstates a fee for Single Use Fields which was mistakenly left off the fee schedule when it was last approved. The second item combines the fee for rental of township park facilities from a separate fee for weekday and weekend use to one fee for either weekday or weekend use. The motion passed unanimously. (*See attachment G*)

c. Consortium Fuel Bid Award

Mr. Hollowell motioned; seconded by Mrs. Achenbach to award the Bucks County Consortium Fuel Bid to Riggins, Inc. for unleaded regular gasoline, on-road ultra low sulfur diesel and diesel winterizer additive; to Farm & Home Energy for #2 heating oil and to Superior Plus Energy Services for propane as recommended by the Public Works Director. The motion passed unanimously. (*See attachment H*)

11. CHAIRMAN'S REPORT:**a. Next Regular Meeting (May 28, 2013)**

Mr. Paul stated the next regular meeting of the Board of Supervisors is May 28th.

12. ENGINEER'S REPORT:**a. Warrington Glen Phase II and III Update**

Clean plans were received along with all "Will Comply" items. Working on Escrow estimates along with Mr. Casey who is working on the Developer's Agreement.

13. SOLICITOR'S REPORT: None**14. ESCROW AND MAINTENANCE BOND RELEASES: None****a. Oak Creek at Warrington – Escrow Release #2 (\$15,833.50)**

Mrs. Achenbach motioned, seconded by Mr. Hallowell, to approve the Escrow Release #2 in the amount of \$15,833.50 for Oak Creek at Warrington. The motion passed unanimously.

b. Windsong – Release of 18 month Maintenance Bond and Financial Security (\$58,152)

Mrs. Achenbach motioned, seconded by Mrs. Yannich to approve release of the 18-month Maintenance Bond and Financial Security for Windsong.

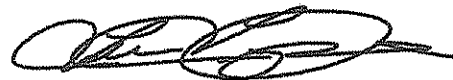
15. EXTENSION REQUESTS: None**16. DEDICATION REQUESTS: None**

SUPERVISOR COMMENTS: None

ADJOURNMENT

Mrs. Achenbach 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”



RESOLUTION 2013-R- 23

FINAL PLAN APPROVAL

WEST SUBDIVISION

WHEREAS, James West (hereinafter the "Applicant") has submitted final plans for a major subdivision consisting of 12 sheets prepared by Pro Tract Engineering, Inc., dated May 20, 2009, last revised February 2, 2011 (collectively "Plans") to subdivide Tax Parcel No's: 50-31-39, 50-31-39-1 and 50-31-39-2, which is approximately 5.9 acres in size located at the northwestern side of Valley Road, within the "R-2-Single Family Residential Zoning District", proposing to subdivide the parcel to create ten (10) single-family lots ranging in size from 20,150 square feet to 24,700 square feet, and associated public and site improvements including public water and sewer (collectively "Project"); and

WHEREAS, the Project is referenced in a letter, dated October 21, 2011, from Carroll Engineering Corp., the consulting engineers for Warrington Township, Bucks County, Pennsylvania ("Engineer's Letter") for this project, which is attached hereto as Exhibit "A" and incorporated herein by reference.

NOW, THEREFORE, be it, and it is hereby **RESOLVED** by the Board of Supervisors of Warrington Township, Bucks County, Pennsylvania, that the Plans are hereby approved as Preliminary Plans, subject to the following conditions with which the Applicant agrees:

1. Prior to the signing of the final plans and their being recorded, Applicant shall comply with the requirements in the Engineer's letter, dated October 21, 2011.

2. Prior to the signing of the final plans and their being recorded, Applicant shall document all approvals, permits, certificates and the like necessary to complete the Project, and to make all required submittals to any State and Federal agency that must issue such approvals, permits, certificates and the like related to the Project.

3. Prior to the recordation of the final plans, all necessary documents shall have been prepared and executed by the appropriate parties as are referenced in the Engineer's Letter, and Applicant agrees to execute a development Agreement with escrow for public improvements as determined by the Township Engineer.

4. The Applicant shall comply with the recommended conditions of approval as outlined within the Warrington Township Planning Commission review letter, dated June 6, 2010, and the approval granted at the April 18, 2013 meeting, which is attached hereto as Exhibit "B" and incorporated herein by reference.

5. The Applicant agrees to pay a fee of \$100,800.00 in lieu of the required Common Open Space, in addition to the proposed dedication of 10,496 square feet of Open Space.

6. The Applicant agrees to pay a fee of \$3,000.00 in lieu of a Traffic Impact Study.

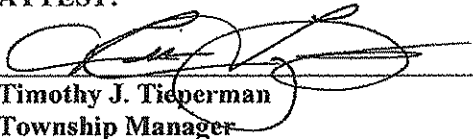
7. The Applicant agrees to pay the sum of \$2,500.00 as a contribution toward maintenance of the existing Palomino Glen Detention Basin.

8. The Board of Supervisors has received a review of the Plan from the Bucks County Planning Commission, dated October 11, 2011.

RESOLVED, this 14th day of May, 2013.


BOARD OF SUPERVISORS OF WARRINGTON TOWNSHIP

ATTEST:


Timothy J. Tieperman
Township Manager

Absent
Gerald B. Anderson, Chairperson


John R. Paul, Vice Chairperson


Marianne Achenbach, Secretary-Treasurer


Matthew W. Hollowell, Sr., Member


Shirley A. Mannich, Member

Exhibit "A"



Carroll Engineering Corporation

October 21, 2011

Timothy J. Tieperman, Township Manager
Warrington Township
852 Easton Road
Warrington, PA 18976

Subject: West Tract – Final Major Subdivision Plan
(TMPs 50-31-39, 50-31-39-2 & 50-31-39-3)

Dear Mr. Tieperman:

We have reviewed the final major subdivision plan for the above referenced project and offer the following comments for consideration by the Warrington Township Board of Supervisors:

I. SUBMISSION

- A. Final Major Subdivision Plan, as prepared by ProTract Engineering, Inc., consisting of twelve (12) sheets dated May 20, 2009 and last revised February 2, 2011.

II. GENERAL

This final plan application proposes to consolidate the three (3) tax parcels comprising the subdivision site and consequently subdivide the site into ten (10) single family lots. The site consists of 5.94 acres and is located at the southwest corner of the Valley Road and Appaloosa Road intersection. Two (2) of the proposed lots will have frontage on Appaloosa Road, one (1) lot will maintain frontage along Valley Road and the remaining seven (7) lots will take access from Valley Road by means of a proposed cul-de-sac. The site is located within the R-2 Medium Density Residential Zoning District and is to be served by public water and sewer.

Warrington Township Board of Supervisors granted conditional preliminary approval to the plans on September 28, 2010.

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

Timothy J. Tieperman, Township Manager
Page Two
October 21, 2011

III. REVIEW COMMENTS

A. Zoning Ordinance

This application satisfies all requirements and provisions of the current Warrington Township Zoning Ordinance.

B. Subdivision and Land Development Ordinance

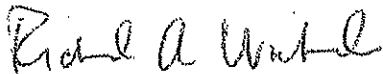
This application satisfies all requirements and provisions of the current Warrington Township Subdivision and Land Development Ordinance.

IV. RECOMMENDATION

All of the comments in the CKS Engineers, Inc. review letter dated June 15, 2010 have been addressed, and we do not have any additional comments. SALDO waivers and fees for open space, a traffic impact study, and basin maintenance shall be as approved in the Preliminary Plan Approval Resolution.

Very truly yours,

CARROLL ENGINEERING CORPORATION



Richard A. Wieland, P.E.

RAW:cam

cc: William Casey, Esquire

Brian Homer, ProTract Engineering, Inc.

Jeffery & James West, Applicants

K. Frederick Achenbach Jr., Manager, Warrington Township

Roy Rieder, P.E., Warrington Township

Martin Kepner, P.E., CEC

Exhibit "B"

Warrington



Township

852 EASTON ROAD, WARRINGTON, PA 18976
215-343-9950 FAX 215-343-5944
www.warringtontownship.org

BOARD OF SUPERVISORS

REBECCA A. KIEFER, Chairman
JOHN PAUL, Vice Chairman
MICHAEL LAMOND, JR, Secretary
MARIANNE ACHENBACH, Asst Secretary
PAUL H. PLOTNICK, Member

TOWNSHIP MANAGER
TIMOTHY J. TIEPERMAN

June 6, 2010

Warrington Township
Board of Supervisors
852 Easton Road
Warrington, PA 18976

RE: Preliminary Plan Review: West Major Subdivision – Valley and Appaloosa Roads, 19.4 Acres; TMP 50-31-39, 50-31-39-1, and 50-31-39-2, R-2 zoning

Sirs and Madams:

The Warrington Township Planning Commission, at its meeting of May 6, 2010 reviewed the subject plan, dated May 20, 2009, revised February 22, 2010 prepared by Pro-Tract Engineers, Inc. After hearing a presentation from Brian Horner, engineer for the applicant, the Planning Commission considered the following materials:

- CKS Engineering Corporation letter of March 29, 2010;
- Bucks County Planning Commission letter of June 8, 2009;
- Suburban Lighting letter of December 22, 2008

In a motion made by Ms. Yannich, seconded by Mr. Tiberio, the Warrington Township Planning Commission recommends to the Warrington Township Board of Supervisors preliminary plan approval for the West subdivision, TMP 50-031-039, 50-031-039-001 and 50-031-039-002 with the following conditions:

- They will comply with the 3/29/09 CKS review letter.
- They will comply with the 12/22/2008 Suburban Lighting review letter.

The Planning Commission recommends that the following waivers be granted:

1. Waiver from 22§304.1.F and 307.2 requiring that the length of a cul de sac be a maximum of 500 feet.
2. Waiver from 22§504.5.C.2 requiring that plans show existing features within 400 feet.
3. A partial waiver from 22§304.2 and 311 requiring sidewalks be provided on both sides of the proposed cul de sac. Sidewalks do not have to be provided along the section of the cul de sac

Warrington . . . gateway to Bucks County

that directly abuts the open space. A suitably sized concrete bus stop pad will be constructed near the intersection of Valley Road and Pittner Place.

4. Waiver from 22§316.5 requiring that side lot lines be at right angles or radial to street lines.

5. Waiver from 22§316.7 that proposed lot depths not exceed 2 ½ times the lot widths.

The vote to recommend approval of the preliminary subdivision plan was 3-0.

Mr. Skinner – Aye
Ms. Yannich – Aye
Mr. Tiberio – Aye
Mr. Gonser was absent.

Sincerely,



Douglas Skinner, Chairman
Warrington Township Planning Commission

Ds/mwm

xc: Township Manager
Township Engineer
Township Solicitor
Applicant
Applicant's Engineer
Applicant's Attorney
BCPC

Ds/mwm

xc: Township Manager
Township Engineer
Township Solicitor
Applicant
Applicant's Engineer
Applicant's Attorney
BCPC

Warrington Township Planning Commission

Minutes for April 18, 2013 Meeting

The regular meeting of the Warrington Township Planning Commission was held at 7:30 pm. April 18, 2013 at the Township Building located at 852 Easton Road, Warrington, PA 18976. The members present were as follows:

Fred Gaines	Chairperson
Dennis Gordon	Vice-Chair
Madeline Sturm	Secretary
Ted Piotrowicz	Member
Ben Redd	Member
Richard Rycharski	Member
Vince Evans	Member
Tom Gockowski	Carroll Engineering
Roy Rieder	Codes, Inspections, and Emergency Services

1 & 2 Call to Order/ Pledge of Allegiance:

The meeting opened with the Pledge of Allegiance

3. Public Comment

Rich Guziewicz, 125 Arbor Ridge Dr

Mr. Guziewicz expressed concern regarding the tree line buffer along the back side of Arbor Ridge development. It appears on the plans that all the trees are to be removed. Mr. Gaines noted that due to the litigation and the resulting stipulation that there are limited environmental requirements the township can make on the developer. It was explained that the residents' best course of action at this point is to address Cutler directly and to attend the Board of Supervisors meetings

4. Old Business

Gateway overlay update

There was discussion on possible direction the Planning Commission would like to see this ordinance could go, with a look towards revitalization. The idea first idea discussed was extra wide 8 ft. sidewalks to allow for walking and cycling along Easton Rd from Bristol and Street Rds. The second idea was to add crosswalks on Easton Rd at several intersections. Also, discussed was the idea of planting street trees every 15 ft along the corridor. This goal was to encourage commercial development by increasing shopping traffic in the corridor.

5. New Business

a. Review and, if appropriate, recommend Cardamone Minor Subdivision for preliminary and final approval

This plan is to subdivide the 10 acre lot into two parcels of 3 and 7 acres each. The existing landscaping business will remain on lot 1. The applicant will be making application to the Zoning Hearing Board for a use variance to keep the existing landscaping use, but the application has not yet been made. There is no planned construction at this time, just the subdivision.

Carroll Engineering review letter 4/5/13

The first and second waivers requested are for road widening and curbing along Pickertown Rd. These are both consistent with the feel of the area and previously granted waivers. This was acceptable to the Planning Commission.

The third waiver is a request to waive the requirement of concrete monuments and using iron pins instead. This is in keeping with the area as well.

The general comments were all will comply. They plan on using Red Maples for the street trees and this is already on the planting plan.

The impervious surface that is in excess with the smaller lot size is to be removed and the area restored with buffer plantings along the back of the property along the township's property

There was discussion regarding the proposed zoning use variance request and its effect on the proposed minor subdivision. Also discussed was the potential for future subdivision potential for the larger lot.

Mr. Gordon made a motion to recommend to the Board of Supervisors conditional preliminary and final plan approval for the Cardamone minor subdivision with the following conditions:

- They must conform with all requirements of all required review letters
- Requested Waivers:
 - Road widening
 - Curbing
 - Use of concrete monuments, except along the township property
- Acknowledgement that the applicant would require approval of the Zoning Hearing Board to continue the nursery/landscaping use if the land is subdivided.

Ms. Sturm seconded, the motion passed 7-0.

Mr. Piotrowicz - yes	Mr. Redd - yes	Mr. Gordon - yes	Mr. Gaines - yes
Ms. Sturm - abstain	Mr. Rycharski - yes	Mr. Evans - yes	

b. West Tract final plan approval

Brian Horner, Protract Engineering was representing the application this evening. This project is a 6 acre tract made up of 3 parcels that are to be consolidated and then broken into 10 res lots.

Carroll Engineering 10/21/2011 - clean review with not further issues with this application

Warrington Township Fire Marshal has reviewed and resolved all concerns in a letter from 2010.

Bucks County had a concern with the type of trees to be used. They did not want Sweet Gums used; this was acceptable with the applicant.

The buffer plantings on individual lots were of concern as to who was to maintain them after the dedication. Solicitor is to be asked if there are measures that can be taken, such as deed restrictions, regarding these buffers.

Mr. Redd motioned to recommend to the Board of Supervisors final plan approval for the West Tract Major subdivision. Mr. Evans seconded. The motion passed 7-0.

Mr. Piotrowicz - yes	Mr. Redd - yes	Mr. Gordon - yes	Mr. Gaines - yes
Ms. Sturm - yes	Mr. Rycharski - yes	Mr. Evans - yes	

6. Subcommittee Reports

Alternate energy ordinance – 1st meeting in May

This should be sent to the EAC for their review as a courtesy.

7. Approval of Minutes - none

8. Posting of Minutes

a. March 21, 2013

On a motion made by Mr. Gordon, seconded by Ms. Sturm, the Warrington Township Planning Commission voted to post the minutes of March 21, 2013. This motion passed by a vote of 7-0.

Mr. Piotrowicz - yes	Mr. Redd – yes	Mr. Gordon – yes	Mr. Gaines – yes
Ms. Sturm – yes	Mr. Rycharski - yes	Mr. Evans - yes	

9. Forward Agenda Items

10. Adjournment

Mr. Gaines adjourned the meeting at 9:45.

Recorder: Amy Organek

ATTACHMENT “B”



RESOLUTION 2013-R- 22

FINAL PLAN APPROVAL

WARRINGTON GLEN – PHASE II and III

WHEREAS, The Cutler Group, Inc. (hereinafter the “Applicant”) has submitted plans for Phase II and III of a subdivision located on the northern side of Street Road, east of Folly Road in the RA Residential Agricultural District, to build 66 single family detached dwelling lots using 41 Transferable Development Rights (TDR’s) on approximately 40.43 acres and a single access from Street Road. There will be 23.6 acres of open space and public water and sewer will serve the lots; and

WHEREAS, the submission includes:

- A. Final Plans of Subdivision – Phase II and III, as prepared by Stout, Tacconelli & Associates, Inc., consisting of forty-one (41) sheets dated March 25, 2013.
- B. Addendum to Post-Construction Stormwater Management Plan Narrative, as prepared by Stout, Tacconelli & Associates, Inc., dated March 25, 2013.

NOW THEREFORE, be it and it is hereby Resolved by the Board of Supervisors of Warrington Township, Bucks County, Pennsylvania, that the Plans are hereby approved as Final Plans, subject to the following conditions with which the Applicant agrees:

- 1. Prior to the signing of the final plan and it being recorded, Applicant shall comply with the requirements of the review letter from Carroll Engineering Corporation, dated April 25, 2013, a copy of which is incorporated herein as Exhibit “A”.
- 2. Prior to the signing of the final plans and their being recorded, Applicant shall document all approvals, permits, certificates and the like necessary to complete the Project, and to make all required submittals to any State and Federal agencies that issue such approvals, permits, certificates and the like relate to the Project.
- 3. Prior to the recordation of the final plans, all necessary documents shall have been prepared and executed by the appropriate parties as are referenced in the engineer’s letter and

Applicant agrees to execute a development agreement with escrow as determined by the Township engineer, to provide financial security for the installation of necessary improvements.

4. Prior to signing of the Final Plan and it being recorded, Applicant shall comply with the requirements of the May 2, 2013 approval by the Warrington Township Planning Commission.
5. The Township is in receipt of a review letter from the Bucks County Planning Commission, dated April 17, 2013.
6. The Applicant shall prepare residential disclosure statements in a form satisfactory to the Township solicitor to be given to prospective buyers prior to the execution of an agreement of sale for any residence.

RESOLVED, this 14th day of May, 2013.


BOARD OF SUPERVISORS OF WARRINGTON TOWNSHIP

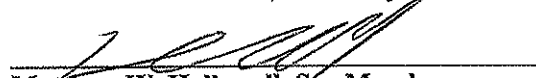
ATTEST:


Timothy J. Tieperman
Township Manager

Absent
Gerald B. Anderson, Chairperson


John R. Paul, Vice Chairperson


Marianne Achenbach, Secretary-Treasurer

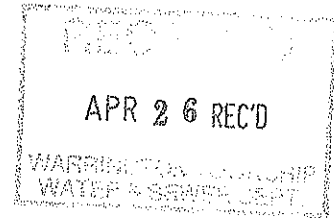

Matthew W. Hallowell, Sr., Member


Shirley A. Yannich, Member

EXHIBIT "A"



Carroll Engineering Corporation



April 25, 2013

Timothy J. Tieperman, Township Manager
Warrington Township
852 Easton Road
Warrington, PA 18976

Dear Mr. Tieperman:

Subject: Warrington Glen (a.k.a. Meehan-Lacy Tract) Phases 2 & 3 Final Plan
(TMPs 50-10-61, 50-10-62, 50-10-64 & 50-10-65)

We have reviewed the final plans of subdivision for the above referenced project and offer the following comments for consideration by the Warrington Township Board of Supervisors:

I. SUBMISSION

- A. Final Plans of Warrington Glen Phases 2 & 3, as prepared by S.T.A. Engineering, Inc., consisting of forty (40) sheets dated March 25, 2013.
- B. Addendum to Post-Construction Stormwater Management Plan Narrative, as prepared by S.T.A. Engineering, Inc. dated March 25, 2013.

II. GENERAL

This final plan application proposes a subdivision composed of two (2) individual tax parcels (50-10-62 & 50-10-65) which total 40.43 acres to the ultimate right-of-way for Street Road (S.R. 3001). The site is located on the northerly side of Street Road (S.R. 3001) between Honora Street and South Founders Court. Phase 1 of the Warrington Glen subdivision was previously granted final approval and consists of fifty (50) single-family detached dwelling unit lots using thirty two (32) transferable development rights (TDRs) and is located to the east of the proposed Phase 2 & 3 sections of the Warrington Glen subdivision. This final plan application for Phases 2 & 3 consists of sixty six (66) single-family detached dwelling unit lots using forty one (41) TDRs with approximately 3,558 feet of interior roads. Access to the Phase 2 & 3 lots is to be obtained by a single road taking access from Street Road (S.R. 3001) and by tying two (2) proposed roads into roads to be constructed in Phase 1. Stormwater management facilities for Phases 2 & 3 consist of single stormwater detention basin with associated storm sewers and the site is to be served by public water and sanitary sewer. The site is located in the RA, Residential Agricultural District.

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 206
Hillsborough, NJ 08844
908.874.7500

III. REVIEW COMMENTS

A. Zoning Ordinance Comments

This application satisfies all requirements and provisions of the applicable Warrington Township Zoning Ordinances.

B. Subdivision and Land Development Ordinance Waivers Requested

1. Section 302.10 & 312.3 – To allow the installation of Belgian Block curbing in lieu of concrete curbing for all interior roads outside of the PennDOT right-of-way.
A waiver from this section of the ordinance was previously granted for Phase 1.
2. Section 303.5 – Requiring street trees be provided along existing and proposed streets. A partial waiver is being requested for a portion of Street Road near the eastern property boundary as this area is currently wooded and would require removal of existing trees to plant new street trees.

A waiver from this section of the ordinance was previously granted for Phase 1.
3. Section 307.2 – To permit cul-de-sac Road “E” to be longer than the maximum allowable five hundred (500) feet in length. Bryan’s Way is a cul-de-sac with a length of five hundred fifty (550) feet. The increased length is dictated by existing drainage features which will remain undisturbed and the proximity to Street Road.

A waiver from this section of the ordinance was previously granted for Phase 1.
4. Section 316.5 – To permit some side lot lines to have angle points rather than be radial or at right angles to street lines in order to achieve a practical and efficient lot configuration.

A waiver from this section of the ordinance was previously granted for Phase 1.
5. Section 318.2.E – To permit grading in certain isolated areas to be closer than five (5) feet from property lines due to grading associated with Township required Street road improvements and Township requested utility connections.

A waiver from this section of the ordinance was previously granted for Phase 1.
6. Section 319.2.C.(9) – To permit less than the minimum three (3) feet of cover over storm sewer piping. The waiver is being requested in order to avoid excessive cuts and fills in isolated locations. Class 5 reinforced concrete pipe will be used in location with less than three (3) feet of cover.

A waiver from this section of the ordinance was previously granted for Phase 1.

7. Section 319.2.D.(8) – To permit basin depths slightly greater than the maximum allowable five (5) feet to provide additional volume which will eliminate the need for supplemental stormwater management facilities thereby reducing maintenance requirements.

A waiver from this section of the ordinance was previously granted for Phase 1.

8. Section 319.2.D.(12) – To permit basin embankment slopes to be graded at 3:1 rather than the required 5:1 slopes to increase volume in each basin therefore reducing the total number of stormwater management facilities needed to control the same amount of stormwater volume.

A waiver from this section of the ordinance was previously granted for Phase 1.

9. Section 319.2.D.(14) – The applicant is requesting a waiver to permit basin bottom slopes to be constructed at one (1) percent rather than the required two (2) percent as a BMP/water quality feature.

A waiver from this section of the ordinance was previously granted for Phase 1.

C. Subdivision and Land Development Ordinance Comments

This application satisfies all requirements and provisions of the applicable Warrington Township Subdivision and Land Development Ordinance, with the following Exceptions:

1. Section 318.2 – The slope in the side yard of Lot 96 between the 323.0 spot elevation and the 322 contour in the front yard is less than 2% and should be revised. In addition, the slope between the 322 contour in the rear yard of Lot 96 and the 324 contour on Lot 97 is shown greater than 3:1.
2. Section 319.2.C.(9) – The minimum capacity of the emergency spillway shall be such that the spillway shall discharge the post-development peak flow entering the basin from the one-hundred year, twenty-four hour storm. The Basin C emergency spillway design calculations in the stormwater management report use the one-hundred year peak inflow from the previous submission and not the reduced peak flow as listed on page A-223 of the revised stormwater management report submitted for Phases 2 & 3. The emergency spillway length as proposed is adequate to discharge the inflow from the one-hundred year storm however; the proposed spillway length is considerably longer than required. A shorter spillway length would require less maintenance.

3. Section 319.3 – A note on the Post Construction Stormwater Management Plan (Sheet 38) states “The stormwater management BMP’s within the Township’s designated open space areas shall be owned and maintained by Warrington Township.” However, the plans do not indicate that any open space areas are to be dedicated to Warrington Township but owned by a Homeowners Association. This note should be revised to list the Homeowners Association as the owner and responsible party for maintenance. In addition, while the Basin C area is part of Phase 1 the basin itself is to be constructed in Phase 2. A note should be added to the record plans stating that a Homeowners Association will own and maintain Basin C.
4. Section 406 – Requires utility easements to be monumented at their beginning and at their end. Monuments are to be provided for the sanitary sewer easement that runs between Joans Way and McKeon Drive.

D. Stormwater Management Ordinance Comments

This application satisfies all requirements and provisions of the applicable Warrington Township Subdivision and Land Development Ordinance, with the following Exceptions:

1. Section 121.7 – Requires access to stormwater management facilities for maintenance and operation. The plans show a proposed access path to Detention Basin “C” however access to the bottom of the basin would not be possible due to the location of Endwall D3 and the steep slopes in the area between Inlet D4 and Endwall D3.

E. Traffic

1. Please provide detailed grading for the ADA ramps, similar to the Phase I plans.
2. Please revise the rotation and/or location of the proposed ADA ramps to create a better alignment with receiving ramps (Refer to RC-67M).
3. Provide an accessible crossing at the following intersections:
 - a. Meehan/McKeon Drive and Addison Way (crossing Meehan/McKeon Drive)
 - b. Addison Way and Joans Way (crossing Addison Way)

Additionally, please note the accessible crossings will require ADA ramps with crosswalks, Pedestrian Crossing signs (W11-2) and “Ahead”/downward pointing arrow plaques (W16-9P/W16-7P).

F. Water and Sanitary Sewer

1. This project is located within Warrington Township's Sewage Management Area No. 1 served by the Warminster Municipal Authority Wastewater Treatment Plant. Act 537 Sewage Facilities Planning has been approved by the PaDEP for the entire development including Phases 2 and 3.
2. The proposed fire hydrant locations must be approved by the Township Fire Marshal.
3. Revise Notes 5 & 8 on the Record Plans to indicate which sanitary sewer and water facilities are to be dedicated and which are to remain private.
4. Clarify the connection of the proposed Meehan Drive water main to the existing facilities installed as part of Phase 1 across Street Road. The alignment of the main and appurtenances were field revised and should be indicated as-built on these plans.
5. Clarify the phase line or indicate in which phase the sanitary sewer installation from manholes S6 to S6.3 will take place; currently the alignment runs through multiple phases.
6. Realign the sanitary sewer lateral for Lot 16 so it enters the main at an angle of 90° or greater to the flow. This may be accomplished by extending the sewer main past manhole S33 or by connecting it to the run between S33 and S10.8. Also, the sanitary lateral for Lot 20 should be realigned to eliminate the bend within the cartway.
7. The sanitary sewer lateral for Lot 8 should be installed and tested as part of Phase 2 along with the entire reach between manholes S11 and S12.
8. Cleanouts should be shown at the edge of the easement on the laterals servicing Lots 64 & 65 and 98 & 99. Also, revise the "lateral offset from main" distance given in the Sanitary Sewer Lateral Locations chart for the those Lots.
9. Clarify the water schedule identifier for the 11¼° bend at Station 11+19 of McKeon Drive, currently indicating a 22½° bend. Also, clarify the vertical location of the 22.5° bend for the water main at Station 15+18 on Meehan Drive shown in the profile view.
10. Realign the water main between approximate Stations 9+00 and 9+50 on Addison Way and between approximate Stations 13+00 and 14+25 on McKeon Drive to provide additional horizontal separation between it and the proposed storm sewer. In addition, revise the alignment of the water main between approximate Stations 14+85 and 15+50 on Meehan Drive or lower the sanitary sewer between S11 and S11.1; as shown the thrust block for the water main may conflict with the sewer main.

11. Revise the alignment of the water main terminus in Ellies Way to end with an 8"x6" reducer, 6" gate valve, fire hydrant, and thrust block. A water schedule identifier should be added to describe this configuration and should be shown everywhere this condition is proposed, including Joans Way and Bryans Way. In addition, an additional thrust block should be added to identifiers 5 & 8; one thrust block is required for the tee and one for the fire hydrant.
12. Clarify the location of the gate valve for the proposed fire hydrant located at Station 0+40 of Ellies Way. There appears to be a conflict with the storm sewer.
13. Clarify the vertical separation between services and mains; possible conflicts may exist between the sanitary laterals and storm sewer for Lots 14, 15, and 98, and the sanitary lateral and water main for Lot 62.
14. A minimum of 5' of separation should be provided between all water services and sanitary sewer laterals to allow for future maintenance. In addition, the services for Lots 15, 20, 23, and 61 are shown crossing and should be switched. Consider sewerage Lot 61 to the sanitary reach in the adjacent easement.
15. We recommend using DIP pipe for the sanitary sewer reach between manholes S10.5 and S10.6, which includes a stream crossing.
16. Clarify the Notes on Sheets 12 & 13 that indicate which sanitary sewer runs are to be installed as Part of Phase 2; the notes are reversed.
17. "Open Space" Fencing should not be located directly over or within 10' of sanitary sewer or water facilities.
18. Revise the location of proposed street trees or water & sewer service alignments to provide adequate clearance between the services and plantings for Lots 5, 6, 25, 68, 70, and 92.
19. Delete the detail for the "Blow-off"; all water mains should end with a fire hydrant.

G. General Comments

1. Where lots are adjacent to open space area we request that some form of demarcation be placed at the property corners so that both the lot owner and the Homeowner's Association can readily see where the property lines are. Sections of split rail fence should be installed within Parcel "F" as shown for Parcels "C", "D" and "E" to accomplish the requested demarcation.

2. The total area for Phases 2 & 3 excluding the area within the Street Road ultimate right-of-way is 40.43 acres and the area within this right-of-way is 0.70 acres making the total gross area for Phases 2 & 3 41.13 acres per the Site Statistics table on Sheet 1. However, the total gross site area for Phases 2 & 3 is listed as being 40.73 acres on Sheet 1B. The plans should be coordinated as to the actual site area for Phases 2 & 3.
3. The Parcel Plan Sheet 1B has not been revised to take into account the realignment of McKeon Drive to eliminate the cul-de-sac and the resulting changes to the lot configuration for Lots 67 through 72 or the lot reconfiguration due to the addition of the Joans Way cul-de-sac. Plan Sheets 1, 1A & 1B should be coordinated to show the delineation of Phases 2 & 3 consistently as well as the areas for each phase.
4. The Area Deeded to Parcel #51-17-31 line in the Site Statistics table on Sheet 1 should be revised to have the tax parcel number read 50-17-31.
5. A note appears within the plan view on Sheets 15 & 16 stating "Grading on the development site will not encroach closer than 5 feet to the property line with adjoining properties." In addition, planting note 12 on these plan sheets states that no grading is to occur within five (5) feet of the tract boundary. However the applicant is requesting a waiver to permit proposed grading to take place within five (5) feet of property lines. It should be clarified as to whether and/or where the grading waiver is needed.
6. General Construction Note 7 on Sheets 9, 10, 12 & 13 states that any water from roof drains and sump pumps may discharge into the proposed storm sewer system. However Storm Sewer Note 7 states that roof drains and sump pumps shall discharge into natural watercourses or graded swales. In addition, Sheet 38 indicates that rooftop disconnection is a proposed Best Management Practice (BMP#4) for the site.
7. The note on Sheet 12 shown on Lot 8 stating "Basin "C" & san sewer MH S10.1 to MH S10.3 to be constructed as part of Phase 2" should be relocated to Sheet 13 in place of the note on Sheet 13 stating "San. Sewer MH S12 to MH S11 to be constructed as part of Phase 2" and vice versa.
8. For clarity it should be noted on Sheet 10 which portion of the storm sewer system within Addison Way shown in Phase 3 is to be constructed in Phase 1.
9. The detail for Endwall "A" on Sheet 39 should be removed as it is to be installed as part of Phase 1. However, details for all proposed headwalls and endwalls to be installed in Phases 2 & 3 should be provided.
10. It appears that several of the proposed headwalls and endwalls are to be incorporated into a retaining wall. Details of the retaining walls and storm pipe connections are to be provided.

11. The following proposed street tree conflicts are to be resolved:
 - a. Lot 5 and the proposed water service.
 - b. Lot 6 located within the storm sewer easement.
 - c. Lot 67 located within the driveway.
12. There appears to be an errant portion of a contour line shown between the front yards for Lots 85 & 86 within Parcel "F".
13. Recording Note 20 on Sheets 1, 2, 3 & 4 contains a typo at the end of the sentence.
14. A note should be added to Sheets 8 & 10 outlining the extent of storm sewer being installed along Addison Way as part of Phase 1 construction.
15. The open space area west of Bryans Way on Sheet 10 is labeled Phase 2 and should be changed to read Phase 3 to be consistent with the labeling on other plan sheets.
16. The Sediment Basin C emergency spillway elevation and width listed in the plan view on Sheet 18 are not consistent with the elevation and width listed in the Sediment Basin detail on Sheet 21.
17. The driveway paving cross-section on Sheet 35 should be revised to specify the superpave equivalent to the ID2A wearing course listed.
18. The following text conflicts on Sheet 20 should be resolved:
 - a. Note B. STOCKPILE under note 22.
 - b. Note VII SPECIFIC SEQUENCE OF EARTHMOVING ACTIVITIES FOR THIS PROJECT.

IV. OTHER APPROVALS

- A. Bucks County Conservation District
- B. Township Fire Marshal
- C. DEP – Planning Module
- D. DEP – NPDES
- E. PennDOT
- F. Township Lighting Consultant

Timothy J. Tieperman, Township Manager
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April 25, 2013

V. RECOMMENDATION

Carroll Engineering Corporation recommends this application be revised to address the above comments to the satisfaction of the Warrington Township Board of Supervisors.

Very truly yours,

CARROLL ENGINEERING CORPORATION

A handwritten signature in black ink, appearing to read "Thomas A. Gockowski". The signature is fluid and cursive, with a large, stylized initial "T".

Thomas A. Gockowski, P.E.
Executive Vice President

TAG:cam

cc: William H. R. Casey, Esquire
Richard P. McBride, Esquire, McBride & Murphy
K. Frederick Achenbach Jr., Manager, Warrington Township Water & Sewer Department
Roy Rieder, P.E., Director of Planning & Development, Warrington Township
Toll PA XIV, L.P.
Susan Rice, P.E., S.T.A. Engineering, Inc.
Andrew Brown, P.E., CEC
Martin L. Kepner, P.E., CEC

ATTACHMENT “C”

DEVELOPMENT AGREEMENT

WARRINGTON TOWNSHIP

and

TITUS ROAD OUTPARCEL, LP

THIS AGREEMENT dated the 14th day of May, 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 TITUS ROAD OUTPARCEL, LP with offices at 620 Righters Ferry Road, Bala Cynwyd, PA 19004 (hereinafter called "DEVELOPER").

WITNESSETH

WHEREAS, DEVELOPER is the developer of a 2.27 acre tract, consisting of Bucks County Tax Parcel Nos. 50-31-20, located on the southwestern corner of Easton Road and Titus Road (the "PREMISES") on which a 2,120 square foot restaurant building (the "PROJECT") will be constructed on the same parcel as the existing bank building; and

WHEREAS, the DEVELOPER applied to and received from TOWNSHIP preliminary and final approval of plans for the PROJECT, prepared by SITE Engineering Concepts, LLC, dated December 21, 2005, last revised December 11, 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 the 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 PROJECT and agrees that the PLAN, as more specifically identified above, and the TOWNSHIP'S final plan approval of February 12, 2013, being Resolution No. 2013-R-13, 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 the PROJECT in accordance with the PLAN and this Agreement, whether or not such costs are shown in Exhibit "A".

4. DEVELOPER shall post cash or an irrevocable letter of credit, in form and substance satisfactory to the TOWNSHIP Solicitor, at the time of execution wherewith in the principal amount of Twelve Thousand Two Hundred Forty-Eight Dollars and Fifty Cents (\$12,248.50) 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 may be required under the terms of Section 509(f) 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 issue a cease and desist order. 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 construction of the 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 required tire cleaning facilities, 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 PREMISES, 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, underdrain 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 calculations 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 the PLAN 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 PREMISES 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 refuse to issue an occupancy permit until the failure has been corrected to the satisfaction of the TOWNSHIP. There shall be no construction on the PREMISES 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 prior to the issuance of a certificate 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.

7. 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 that the 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 to the date preliminary plans for the PROJECT were filed shall apply to the construction of the PROJECT.

DEVELOPER recognizes that the DEVELOPER must provide a water meter with a remote reader and meter readings. The typical meter installation location must be approved by TOWNSHIP. The meter shall be paid for by OWNER. The cost of the water meters for the Bank and the Restaurant Building was \$3,550.00 and the same was paid to TOWNSHIP at the time of at the time of the execution of the Development Agreement between TOWNSHIP AND DEVELOPER dated June 24, 2008 ("Prior Development Agreement").

By agreement of the TOWNSHIP and DEVELOPER, DEVELOPER, paid and irrevocably donated to TOWNSHIP, at the time of execution of the Prior Development Agreement, the sum of \$54,780.00 to be used by TOWNSHIP for and toward the cost of reimbursement of providing water and sewer facilities and services to DEVELOPER for the Bank and Restaurant Buildings. 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 of the Prior Development Agreement, DEVELOPER paid to Township the sum of \$900.00 in cash to TOWNSHIP for construction water, and \$1,800.00 for inspection fees for the Bank and Restaurant Buildings.

DEVELOPER shall not seek a refund of and hereby waives all claims to all funds payable by it to the TOWNSHIP pursuant to this Agreement. 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, subject to the provision of Section 511 of the MPC, 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. Any funds remaining after completion of the improvements shall be returned to DEVELOPER.

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.

8. DEVELOPER covenants and agrees that all work shall be performed in a good and workmanlike manner to the satisfaction of the Engineer for TOWNSHIP or TOWNSHIP, and ordinances, resolutions, PLAN and Exhibit "A" and the provisions herein set forth.

9. As the work in connection with said PLAN for PREMISES progresses, TOWNSHIP may authorize a reduction in the amount of the FINANCIAL SECURITY upon delivery of a certificate of completion signed by TOWNSHIP. The form of such certificate shall be substantially as follows:

CERTIFICATE OF COMPLETION

WARRINGTON TOWNSHIP

and

TITUS ROAD OUTPARCEL, LP

Original Financial Security:	\$	(Construction)
	\$	(Contingency)
	\$	(Total Fin. Sec.)

We the undersigned, hereby certify that the work provided for in a certain Agreement, between the Township of Warrington and TITUS ROAD OUTPARCEL, LP dated the _____ day of _____, 2013, relative to the construction and installation of certain improvements in a development known as Titus Restaurant Building has been completed to the extent of (\$ _____), and this Certificate authorizes the Irrevocable Letter of Credit to be reduced to the extent of (\$ _____) pursuant to the PREMISES Agreement dated the _____ day of _____, 2012. It is agreed that the releases of said amount hereby authorized shall not be construed as acceptance of the work by said TOWNSHIP, nor shall this Certificate act or constitute any waiver by said TOWNSHIP, and said TOWNSHIP hereby reserves the right to reinspect the said work and to require the DEVELOPER referred to in said Agreement to correct any and all defects and deficiencies.

For the following work: See attached letter and invoice

Amount of this Reduction:	\$ _____
Amount of Previous Reductions:	\$ _____
Amount of Retainage:	\$ _____
Amount of Available for Reduction:	\$ _____

TOWNSHIP ENGINEER
CARROLL ENGINEERING CORP.

DATE

WARRINGTON TOWNSHIP

DATE

However, any provisions herein contained to the contrary notwithstanding, the amount of the FINANCIAL SECURITY shall at no time be reduced to an amount less than the Engineer for TOWNSHIP's estimate of the amount necessary as of the date of signing the certificate of completion to complete the remainder of the work required by this Agreement and as shown on the PLAN, plus ten (10%) percent of the initial cost of construction, plus any annual increases pursuant to paragraph 4 hereof. Furthermore, the amount of the FINANCIAL SECURITY shall not be reduced without the express written authorization of TOWNSHIP.

10. To guarantee and insure the construction of certain improvements, to regulate sound construction practice, to insure compliance to all the codes and ordinances of TOWNSHIP, and to permit the issuance of building and occupancy permits conditioned thereupon, for and in consideration of the approval granted by the TOWNSHIP, the DEVELOPER covenants and agrees to the following:

- a. That prior to the start of any development activity at the PREMISES, all soil and erosion control measures required on the PLANS, and DEP permits, shall be installed and fully functional.
- b. That prior to the issuance of a building permit, the DEVELOPER shall provide an adequate access way to the PREMISES for use by fire and emergency vehicles. Such access way shall contain a minimum stabilized base consisting of nine inches (9") of ballast placed upon geotextile material with three inches (3") of 2(a) modified stone as a finished surface. These requirements may be increased by Warrington Township depending upon actual site conditions. Its width shall be no less than twenty (20) feet, and parking along it is prohibited at all times. This access way shall have a minimum of 13.5' vertical clearance and shall be maintained daily. This requirement is intended to comply with Section 503, Fire Apparatus Access Roads of the 2003 International Fire Code, which shall govern.

- c. That the soil and erosion control measures shall be fully maintained and in proper working order at all times. The DEVELOPER agrees that if a failed section is located by either the Township Engineer or Zoning Officer, repairs shall be made within twenty four (24) hours, otherwise the Zoning Officer shall issue a stop, cease and desist order until the repairs are made.
- d. The DEVELOPER agrees to construct the PROJECT according to the PLAN, and to insure that rough field grading conforms to the PLAN. In addition, the DEVELOPER agrees that all rough grading shall be completed prior to the issuance of a building permit. An "as built" survey, reviewed and approved by the Township Engineer, shall be submitted prior to the issuance of a temporary occupancy permit. A permanent Certificate of Occupancy shall not be issued until the Township Engineer and the Zoning Officer agree that construction and on-lot grading has been achieved in full compliance with the PLAN and the Township building code, zoning ordinance and subdivision and land development ordinance.
- e. The DEVELOPER shall bear the sole responsibility for on-lot code and ordinance compliance.
- f. The DEVELOPER agrees that at no time, will it or any contractors in its employ, or any vendors in its service, permit any burial of trash or construction debris or any portion of the PREMISES. Such an event shall constitute a breach of this Agreement.
- g. DEVELOPER will be responsible for the discarding of waste materials such as papers, cartons and the like (whether discarded by it or by other employed by it, or by others engaged in the delivery of the aforesaid materials and the construction of the PROJECT), and agrees to prevent the same from being deposited, either by being thrown or blown upon any land adjacent to or within the vicinity of the PREMISES.

- h. The DEVELOPER agrees that no burning of trash or construction debris shall take place on the PREMISES by its staff, contractors or vendors. Such an event shall constitute a breach of this Agreement.
- i. The DEVELOPER agrees to institute at all times, proper and sufficient dust control measures including, but not limited to, on-site water hoses and water trucks to prevent dust blowing from the PREMISES. The Zoning Officer shall issue a stop, cease and desist order when dust-bowl-like conditions, or the accumulation of dust on adjoining private properties occurs, and construction shall not resume until dust control measures are instituted.
- j. The DEVELOPER agrees that a PROJECT superintendent shall be assigned to the PROJECT who, in addition to his regular duties as an employee of the DEVELOPER, shall have specific responsibility to meet the TOWNSHIP Building Inspector for each and every inspection to insure proper attention to the codes and inspection process. Said individual shall also be responsible for enforcing the code and ordinance related issues in this Agreement as specifically mentioned, and shall meet with the Zoning Officer on a bi-weekly basis, and as often as the case may warrant, for compliance inspection. This individual shall also be the emergency contact for the TOWNSHIP in the event of an emergency situation on the PREMISES after working hours. In the event such an individual is not so assigned or fails to perform in this capacity, a breach of this Agreement shall have occurred.
- k. Except for erosion control measures, the DEVELOPER agrees that the undeveloped open space on the PREMISES shall not be altered in any manner other than as shown on the PLAN. No berm, pits or regrading shall be permitted. Such activity by the DEVELOPER shall constitute a breach of this Agreement.

- l. The DEVELOPER agrees that no on-site topsoil shall be removed from the PREMISES during any phase of the construction process without TOWNSHIP approval, which shall not be unreasonably withheld. Topsoil unearthed for the purpose of roadway construction or public improvements shall be redistributed on-site. The storage or berming locations of topsoil shall first be approved by the TOWNSHIP and indicated on a site plan. Failure to comply with the requirements of this Section shall constitute a breach of this Agreement.
- m. The DEVELOPER agrees to perform work on the PREMISES only between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday, and to perform no work on the PREMISES on Sunday. DEVELOPER agrees that violation of this subparagraph (m) shall result in a Five Hundred Dollar (\$500.00) per day fine for each day the violation occurs, payable to the TOWNSHIP immediately upon written demand therefore.
- n. DEVELOPER hereby agrees to notify all adjacent property owners and the TOWNSHIP in writing prior to undertaking any work within any easements set forth on the final plan. Such notice shall be given at least 48 hours prior to the commencement of any work within an easement.
- o. DEVELOPER shall install, at its sole cost and expense, antenna-style fire hydrant locators on all fire hydrants on the PREMISES. In addition, the DEVELOPER shall meet with the Township Superintendent of Public Works to establish the locations of approved traffic control posts and signs, including but not limited to, stop signs, speed limit signs and street name signs, which shall be acquired and installed by the DEVELOPER at the DEVELOPER's sole cost and expense prior to dedication.
- p. In the event that a breach of this Agreement does occur, or that the DEVELOPER violates any provisions of this Agreement, the TOWNSHIP shall have the right, upon five (5) days written notice or immediately in the event of a safety risk, to issue a stop

work order and DEVELOPER shall stop all work in the PROJECT the PREMISES until such time as the deficiency or violation has been corrected to the satisfaction of the Township Engineer and/or the Code Enforcement Officer, as the case may warrant.

- q. Any attempt by the DEVELOPER to void, supersede or transfer any of the obligations created by this Agreement to the purchase a subsequent purchase of the PREMISES shall be null and void.

10. The DEVELOPER agrees that prior to the issuance of an occupancy permit, that the following improvements will be completed and in operation:

- a. Required curbs and sidewalks on the PREMISES;
- b. street improvements, if any, up to the binder course;
- c. installation of soil and erosion measures as required by the Department of Environmental Protection, and the Township Engineer;
- d. detention basins, if any;
- e. sanitary sewer facilities, public water facilities and storm drainage as required;
- f. on-lot grading and landscaping conforming to the PLAN; and
- g. the completion of all bike paths, bike lanes, jogging paths, recreation facilities, and all other similar public facilities shown on the PLAN which is the subject of this Agreement, unless the TOWNSHIP shall agree that the completion of any of the public improvements would be more appropriately deferred at a later time.

11. The DEVELOPER agrees that the TOWNSHIP shall have the right, upon five (5) days written notice or immediately in the event of a safety risk, in the event of any breach of this Agreement, and/or ordinances, resolutions or specifications of the TOWNSHIP, to issue a stop work order which shall remain in effect until such time as any breach or violation is corrected.

12. In the event DEVELOPER fails to complete the work or repairs herein specified, with one (1) year of the date of this Agreement, or if in the opinion of the Engineer for TOWNSHIP, the

DEVELOPER fails to timely or properly complete the construction of the improvements shown on PLAN which are necessary for the proper functioning of the improvements on the PREMISES or if the DEVELOPER fails to comply with the terms of this Agreement the ordinances, resolutions, rules or regulations of TOWNSHIP, then DEVELOPER shall be in default of this Agreement and DEVELOPER authorizes and empowers TOWNSHIP, its servants, agents or employees to enter upon the appropriate areas of the PREMISES to complete construction of the improvements referred to in this Agreement, Exhibit "A" and/or PLAN and does authorize TOWNSHIP to withdraw the entire proceeds of the FINANCIAL SECURITY pursuant to paragraph 4 hereof and to use said funds to complete the construction improvements assumed by DEVELOPER under this Agreement. Said collection may be made prior to the performance of any work by TOWNSHIP, and the collection shall be paid to TOWNSHIP without giving the notice to DEVELOPER, and DEVELOPER acknowledges that DEVELOPER has no right or standing to prevent or delay such collection by TOWNSHIP. TOWNSHIP agrees to maintain the funds collected from the FINANCIAL SECURITY in a separate account to complete the obligations set forth in this Agreement. Any amounts received by TOWNSHIP in excess of the costs actually incurred, including the costs of inspection, all engineer's and attorney's fees and all other costs actually incurred in the completion of the PROJECT, will be returned by TOWNSHIP to DEVELOPER upon the completion of all work. However, if the costs actually incurred by TOWNSHIP exceed the amount of money received by TOWNSHIP from the letter of credit, because of additional work caused by DEVELOPER's breach or violation of Ordinances or an increase in prices, then DEVELOPER shall be liable to TOWNSHIP for said excess costs and will pay the same forthwith to TOWNSHIP upon demand.

***FURTHER, IN THE EVENT DEVELOPER FAILS TO COMPLETE THE WORK
REPAIRS HEREIN SPECIFIED, WITHIN ONE (1) YEAR OF THE DATE
OF THIS AGREEMENT, IF IN THE OPINION OF THE ENGINEER FOR TOWNSHIP,
DEVELOPER FAILS TO TIMELY OR PROPERLY COMPLETE THE CONSTRUCTION OF THE***

IMPROVEMENTS SHOWN ON PLAN, WHICH ARE NECESSARY FOR THE PROPER FUNCTIONING OF THE IMPROVEMENTS ON THE PREMISES, OR IF THE DEVELOPER FAILS TO COMPLY WITH THE TERMS OF THIS AGREEMENT OF THE ORDINANCES, RESOLUTIONS, RULES OR REGULATIONS OF TOWNSHIP, THEN DEVELOPER SHALL BE IN DEFAULT OF THIS AGREEMENT, AND DEVELOPER, BY THESE PRESENTS, DOES HEREBY AUTHORIZE AND EMPOWER THE SOLICITOR OF THE TOWNSHIP OR ANY OTHER ATTORNEY, OR THE PROTHONOTARY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR FOR DEVELOPER AND CONFESS JUDGMENT AGAINST DEVELOPER FOR A SUM TO BE DETERMINED IN ACCORDANCE WITH AN ASSESSMENT OF DAMAGES FILED, WHICH SUM SHALL BE THE AMOUNT THAT THE TOWNSHIP REQUIRES IN ORDER TO COMPLETE THE PUBLIC IMPROVEMENTS REFERRED TO IN THIS AGREEMENT, WITH COSTS OF SUIT AND RELEASE OF ERRORS, AND DEVELOPER DOES HEREBY WAIVE THE RIGHT OF INQUISITION ON ANY REAL ESTATE AND AUTHORIZES THE PROTHONOTARY TO ENTER ITS VOLUNTARY CONDEMNATION OF THE SAME AND AUTHORIZES THE SAME TO BE SOLD UPON A WRIT OF EXECUTION, PROVIDED, HOWEVER, THE DEVELOPER SHALL BE PROVIDED THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO THE FILING OF THE CONFESSION OF JUDGMENT HEREUNDER, WHICH NOTICE SHALL SET FORTH THE MANNER IN WHICH THE DEVELOPER HAS FAILED TO COMPLETE THE WORK IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND THE ORDINANCES, RESOLUTIONS, RULES OR REGULATIONS OF TOWNSHIP AND DURING WHICH PERIOD DEVELOPER SHALL HAVE THE OPPORTUNITY TO COMPLY WITH THE TERMS OF THIS AGREEMENT TO THE SATISFACTION OF TOWNSHIP. IF DEVELOPER DOES NOT CURE ANY AND ALL DEFAULTS WITHIN THE GRACE PERIOD, THEN JUDGMENT MAY BE CONFESSED, AS PROVIDED HEREUNDER. DEVELOPER ALSO WAIVES THE BENEFIT OF

LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BECOME IN FORCE, EXEMPTING REAL OR PERSONAL PROPERTY FROM LEVY AND SALE UPON EXECUTION.

DEVELOPER ACKNOWLEDGES THAT TOWNSHIP SPECIFICALLY AND NOT IN LIMITATION OF THE ABOVE SHALL HAVE THE RIGHT TO ENTER SAID JUDGMENT IN THE EVENT THAT DEVELOPER DEFAULTS IN THE COMPLETION OF THE IMPROVEMENTS OR FAILS TO COMPLETE THE SAME WITHIN THE TIME SPECIFIED IN THIS AGREEMENT; OR IF THERE ARE INSUFFICIENT FUNDS AVAILABLE TO COMPLETE THE IMPROVEMENTS OR IF FOR ANY REASON FUNDS ARE NOT PAID TO TOWNSHIP IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. A CONFORMED COPY OF THIS AGREEMENT, CERTIFIED BY THE SOLICITOR OF THE TOWNSHIP, SHALL BE SUFFICIENT WARRANT TO AUTHORIZE AND EMPOWER THE CONFESSION OF JUDGMENT AGAINST SAID DEVELOPER TO BE SUPPLEMENTED BY THE AFORESAID ASSESSMENT OF DAMAGES. THIS WARRANT TO CONFESS JUDGMENT SHALL SPECIFICALLY INCLUDE AND BE BINDING UPON DEVELOPER AND DEVELOPER'S SUCCESSORS AND ASSIGNS AS DEVELOPERS OF THE PREMISES.

_____(INITIALS)

13. Upon completion of all improvements herein referred to, to the satisfaction of TOWNSHIP, and compliance by DEVELOPER with all other provisions of this Agreement, and the payment of all costs or expenses incurred by fees, plus five (5%) percent of the amount of said bills as aforesaid, DEVELOPER shall execute and offer to TOWNSHIP deeds of dedication or a bill of sale, if appropriate, in a form approved by the Solicitor for TOWNSHIP for all streets, and other improvements, if any, to be dedicated. All lands to be dedicated to TOWNSHIP shall be conveyed with good and marketable title and such as will be insured by a reputable Title Insurance Company reasonably satisfactory to TOWNSHIP. Said title insurance shall guarantee ownership of the lands dedicated to TOWNSHIP free and clear of all liens and encumbrances, except those created by the recording of the

PLAN. TOWNSHIP'S title shall be protected from any action of mortgage foreclosure and from any execution or judicial sale at no cost or expense to TOWNSHIP. ALL costs in connection with dedication and acceptance of dedication are to be borne by DEVELOPER.

14. TOWNSHIP shall accept dedication and will release the balance of the FINANCIAL SECURITY being held by the TOWNSHIP upon:

- a. The completion of all improvements referred to in this Agreement which are dedicated for public use;
- b. The receipt of a satisfactory title insurance policy;
- c. The posting of FINANCIAL SECURITY in the amount of fifteen (15%) percent of the actual cost of the improvements to be dedicated, with TOWNSHIP, pursuant to Paragraph 4 of this Agreement to guarantee the structural integrity of the improvements as well as the functioning of the improvements in accordance with the design and specifications as depicted on the PLAN of the work performed by DEVELOPER for a period of eighteen (18) months from acceptance of dedication of the improvements. All work required to secure the structural integrity of the improvements as well as the functions of the improvements in accordance with the design and specifications as depicted on the PLAN are to be commenced within fifteen (15) days from the time of notice from TOWNSHIP to do so, legal holidays and Sundays excepted (except in case of an emergency requiring immediate action) and upon default, TOWNSHIP may make such repairs and do anything necessary to maintain such repairs and do anything necessary to maintain such construction and recover the expense and cost thereof, upon the submission of a bill or bills, as aforementioned, from the FINANCIAL SECURITY. TOWNSHIP may collect the FINANCIAL SECURITY prior to TOWNSHIP's performance of the work based upon estimates received by TOWNSHIP from the Engineer for TOWNSHIP for the completion of the work. If the costs incurred by

TOWNSHIP exceed the amount of money received by TOWNSHIP from the FINANCIAL SECURITY, then DEVELOPER shall be liable to TOWNSHIP for said excess costs and will pay the same forthwith to TOWNSHIP. If DEVELOPER complies with all the terms and provisions of this Agreement, then TOWNSHIP shall, at the expiration of the eighteen (18) month guaranty period as required by this Agreement, release and terminate the FINANCIAL SECURITY. However, in no event shall the FINANCIAL SECURITY be terminated without the express written consent of TOWNSHIP.

15. DEVELOPER recognizes the TOWNSHIP will incur engineering and legal fees in the review and approval of PLAN, inspection of construction improvements, preparation of the within Agreement and the FINANCIAL SECURITY AGREEMENT and other engineering and legal services which may be required by TOWNSHIP. DEVELOPER hereby agrees to reimburse TOWNSHIP for all such reasonable and necessary engineering and legal fees and costs as paid by TOWNSHIP, including any fees and costs which may arise as a result of TOWNSHIP protecting TOWNSHIP'S interest due to any breach or alleged breach by DEVELOPER of the within Agreement.

DEVELOPER agrees that in addition to the engineering and legal fees required to be paid to TOWNSHIP by DEVELOPER, an additional five (5%) percent thereof shall be paid to the TOWNSHIP for expenses of administration.

16. Prior to the issuance of a building permit, the DEVELOPER agrees to post the sum of Five Thousand Dollars (\$5000.00) in cash with the TOWNSHIP, which the TOWNSHIP shall hold in an escrow account and utilize for the purpose of defraying any costs incurred by the TOWNSHIP for inspections, legal services and administrative expenses. When this fund has been reduced to One Thousand Five Hundred Dollars (\$1500.00), the DEVELOPER shall post additional funds in such amount as may be requested by Township to replenish the fund up to a maximum fund balance of Five Thousand Dollars (\$5000.00). Upon dedication of the public improvements, the DEVELOPER shall be

provided with an itemized accounting of the monies expended, and shall be refunded any unused portion.

17. DEVELOPER agrees that such improvements as, but not limited to, street signs, traffic control signs and street posts shall be of a standard type approved by TOWNSHIP.

18. DEVELOPER agrees to maintain such barricades as are necessary during the course of construction of the improvements so as to give all reasonable protection to the traveling public and to maintain such warning lights or flares as are necessary for this purpose. DEVELOPER agrees to indemnify TOWNSHIP in accordance with ordinances of TOWNSHIP and simultaneously with the execution of this Agreement to furnish TOWNSHIP a certificate indicating that DEVELOPER carries a liability insurance policy in an amount of \$2,000,000.00 and that TOWNSHIP is an "additional insured" on said policies.

19. DEVELOPER agrees to maintain and keep in good repair the detention/retention basins, if any, whether or not they have been dedicated to the Township for so long as the improvements to be constructed hereunder and dedicated to the TOWNSHIP remain undedicated. DEVELOPER agrees that in the event that the detention/retention basins are not maintained or repaired to the satisfaction of the TOWNSHIP, that DEVELOPER, after being given fourteen (14) days written notice to do so by TOWNSHIP, authorizes TOWNSHIP, its servants, agents or employees to perform the maintenance, repairs and/or mowing and authorizes the TOWNSHIP through its agents, servants or employees, to withdraw necessary sums of money from the FINANCIAL SECURITY provided under this AGREEMENT and to use said sums to complete DEVELOPER'S obligation to maintain and repair the detention/retention basins. Said withdrawal may be made prior to the TOWNSHIP's performance of any work.

20. It is expressly understood and agreed that TOWNSHIP does not hereby accept any responsibility for the maintenance of any streets, roads or other improvements; that TOWNSHIP does not hereby accept any streets or roads dedicated as part of the public road system of the TOWNSHIP,

that the TOWNSHIP in no manner assumes any liability in connection with said improvements and does not render itself liable for any of the costs for work done or to be done in connection therewith or inspection thereof and shall exercise no control of any kind over said proposed streets and roads until such time as the TOWNSHIP shall officially and legally accept the streets and roads as part of the public road system of the TOWNSHIP. The DEVELOPER assumes full responsibility in connection with said improvements and the financial liability for all improvements of any kind whatsoever and costs thereof. The TOWNSHIP's sole interest in said improvements is the enforcement of the terms of this Agreement and of the laws, ordinances, regulations, rules and regulations under the authority of which this Agreement is executed.

21. DEVELOPER agrees to save, protect, defend, indemnify and forever hold harmless TOWNSHIP, TOWNSHIP's Engineer, and TOWNSHIP's Solicitor, and any and all of their officers, agents, servants, and employees from any and all liability, or claims of liability, arising out of, involving or in any way connected with the PREMISES involved herein, this Agreement, any companion Agreement, regardless of whether the liability or claim of liability against TOWNSHIP in any suit or action brought on account of such claim of liability or any verdict or judgment entered in any such suit or action on account of any liability or claim of liability of TOWNSHIP, be, or alleged to be, due to, or on account of, any negligence of TOWNSHIP, or TOWNSHIP's Engineer, or TOWNSHIP's Solicitor, or any and all of their officers, agents, servants, workmen, and employees.

22. The parties hereunto agree that the approved PLAN shall be deemed to have been revised and amended to have included thereon as a note this entire Agreement, as if all of said Agreement was endorsed on said approved PLAN, and said PLAN was recorded as so revised and amended.

23. DEVELOPER expressly warrants and represents to TOWNSHIP that in executing this Agreement, DEVELOPER has not relied upon any oral statements made to the DEVELOPER or any officer, agent, servant, workman or employee of the undersigned by TOWNSHIP, TOWNSHIP's

Engineer, TOWNSHIP's Solicitor, or the officers, agents, servants, workmen, or employees of any of them and that the work to be performed by the DEVELOPER will not be done in reliance upon any oral statement, advice, or instruction by TOWNSHIP, TOWNSHIP's Engineer, TOWNSHIP's Solicitor, or the officers, agents, servants, workmen, or employees of any of them to the DEVELOPER or any officer, agent, servant, workman, or employee of the DEVELOPER and that all work on the PREMISES shall be performed strictly in accordance with the PLAN, the APPROVED SPECIFICATIONS and each and every part of this Agreement without any oral modifications or change of said PLAN, APPROVED SPECIFICATIONS, or any part of this Agreement by any claim of trade, customer, or practice of DEVELOPER.

24. DEVELOPER shall not assign the whole or any part of this Agreement with TOWNSHIP relative to the PREMISES to any person without the prior written consent of TOWNSHIP. Any attempt at assignment without the prior written consent of TOWNSHIP shall be null and void and not binding on TOWNSHIP.

25. DEVELOPER agrees that upon the completion of all improvements contemplated by PLAN and this Agreement, DEVELOPER will provide TOWNSHIP with at least three (3) copies of final "as-built" plans.

26. No third-party beneficiaries are created by this Agreement. This Agreement shall not be subject or liable to attachment or levy by any creditor of the DEVELOPER or any general contractor, subcontractor or materialman or any of their creditors.

27. DEVELOPER and TOWNSHIP agree that this Agreement shall be binding upon the DEVELOPER and TOWNSHIP and their successors and assigns and shall be construed under the laws of Commonwealth of Pennsylvania.

28. This Agreement contains the entire agreement of the parties and may not be amended except by an agreement reduced to writing and signed by TOWNSHIP and DEVELOPER, oral amendments being of no force and effect.

IN WITNESS WHEREOF, TOWNSHIP and DEVELOPER have hereunto set their hands and seals the day and year first above written, intending to be legally bound hereby.

BOARD OF SUPERVISORS
OF WARRINGTON TOWNSHIP

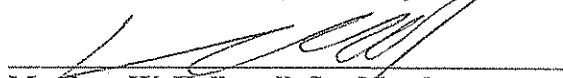
ATTEST:



Timothy J. Tieperman
Township Manager

Absent
Gerald B. Anderson, Chairperson

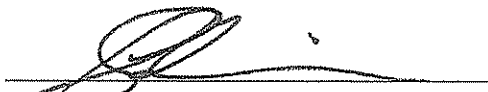

John R. Paul, Vice Chairman


Marianne Achenbach, Secretary-Treasurer


Matthew W. Hallowell, Sr., Member

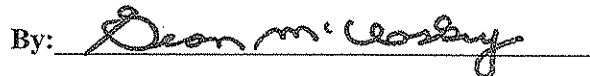

Shirley A. Yannich, Member

ATTEST:


Witness

TITUS ROAD OUTPARCEL LP

By: Titus Road Outparcel, LLC
Its General Partner

By: 

Name: SEAN MCCLOSKEY

Title: MANAGING MEMBER



Carroll Engineering Corporation

SCANNED

March 6, 2013

William Casey, Esquire
99 East Court Street
Doylestown, PA 18901

Dear Mr. Casey:

Subject: Titus Road Outparcel

Enclosed please find a site work escrow spreadsheet that is intended to be included with the Developer's Agreement for this project. Total site work escrow is \$12,248.50. Please let me know if you require any other information from me at this time.

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., Warrington Township
K. Frederick Achenbach Jr., Manager, Warrington Township
Glen Tomkinson, Penn Group of Companies
Kenneth R. Yerger Jr., P.E., P.L.S., CEC
Martin Kepner, P.E., CEC

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 206
Hillsborough, NJ 08844
908.874.7500

ESCROW STATUS REPORT

CARROLL ENGINEERING CORPORATION TOWNSHIP ENGINEERS

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Titus Road Outparcel
PROJECT NO: 10-6250.00
PROJECT OWNER: Warrington Township
MUNICIPALITY: Warrington Township
ESCROW AGENT:
TYPE OF SECURITY:
AGREEMENT DATE:

AMOUNT OF CURRENT ESCROW RELEASE :
AMOUNT OF PREVIOUS ESCROW RELEASES:
TOTAL ESCROW RELEASED TO DATE:
TOTAL ESCROW REMAINING:
TOTAL RETAINAGE ESCROW:
TOTAL ESCROW AVAILABLE FOR RELEASE:
TOTAL CONSTRUCTION = \$11,135.00
TOTAL RETAINAGE = \$1,113.50
TOTAL ESCROW POSTED = \$12,248.50
RELEASE NO.: MASTER
RELEASE DATE:

\$12,248.50
\$1,113.50
\$11,135.00

ESCROW TABULATION

DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT
A. EROSION AND SEDIMENT CONTROL										
1. Inlet Protection	EA	3	\$165.00	\$495.00					3	\$495.00
2. Jute Netting	SF	4,200	\$0.30	\$1,260.00					4,200	\$1,260.00
3. Stabilization	LS	1	\$1,200.00	\$1,200.00					1	\$1,200.00
B. CONSTRUCTION										
1. Grading	EA	1	\$2,500.00	\$2,500.00					1	\$2,500.00
2. Pavement	SY	170	\$20.00	\$3,400.00					170	\$3,400.00
3. Curb	LF	190	\$12.00	\$2,280.00					190	\$2,280.00
Subtotal Miscellaneous				\$11,135.00						\$11,135.00
TOTAL PROJECT				\$11,135.00						\$11,135.00

ATTACHMENT “D”



ORDINANCE NO. 2013 - 0-06

**AN ORDINANCE AMENDING CHAPTER 15 OF THE
WARRINGTON TOWNSHIP CODE OF ORDINANCES**

Part 8

MOTOR VEHICLES and TRAFFIC

WHEREAS, the Board of Supervisors of Warrington has deemed it advisable to amend the Chapter 15 of the Warrington Township Code of Ordinances, Motor Vehicles and Traffic, Part 8, Removal and Impoundment of Illegally Parked Vehicles, Section 804.E to read as follows:

NOW THEREFORE, be it ENACTED and ORDAINED and IT IS HEREBY ENACTED and ORDAINED, that the Board of Supervisors of Warrington Township, Bucks County, Pennsylvania, hereby amends Chapter 15 of the Warrington Township Code of Ordinances, Motor Vehicles and Traffic, Part 8, Removal and Impoundment of Illegally Parked Vehicles, Section 804.E, as follows:

"In the event that there are fewer than three licensed towers approved by the Township, the Township may issue licenses during the calendar year in order to increase the number of licensed companies authorized to tow vehicles to three (3). The number of licensed towers shall not exceed a total of three (3)."

ORDAINED and ENACTED this 14th day of May, 2013.


WARRINGTON TOWNSHIP BOARD OF SUPERVISORS

ATTEST:

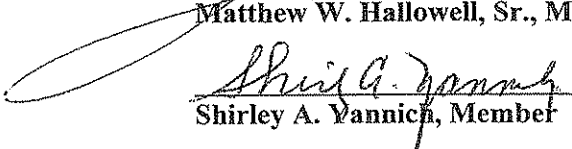

Timothy J. Tieperman, Township Manager

Absent
Gerald B. Anderson, Chairperson


John R. Paul, Vice-Chairperson


Marianne Achenbach, Secretary-Treasurer


Matthew W. Hallowell, Sr., Member


Shirley A. Yannich, Member

ATTACHMENT “E”



ORDINANCE NO. 2013 - O-07

***AN ORDINANCE AMENDING CHAPTER 27, PART 22, SIGNS,
OF THE WARRINGTON TOWNSHIP CODE OF ORDINANCES***

WHEREAS, because of a proliferation of temporary or promotional signs in the Township, the Board of Supervisors deems it advisable to amend Chapter 27, Part 22, Signs of the Warrington Township Code of Ordinances to read as follows:

Purpose. These standards recognize portable signs as a particular type of sign that has the characteristics of temporary or promotional signs but that have been inappropriately used as a permanent sign. This section is based on the policy that if a use desires to regularly display a sign for regularly changing messages, that it erect a permanent sign within all of the requirements of this chapter.

§2201 Definitions

Replace Section 2201, definition of PORTABLE SIGN, with the following:

PORTABLE SIGN -- Any sign which consists of letters, words, graphics, art work, or other visual display of any kind or nature and which are not permanently attached to any building, pole, or, the ground. Portable signs may or may not convey a specific message.

Revise Section 2201, definition of VEHICULAR SIGN, to read as follows in its entirety.

VEHICULAR SIGN -- A type of sign which is affixed and/or painted on a vehicle in such a manner that the display of the sign is the primary use of the vehicle and business use of the vehicle is secondary. Such vehicular signs shall be permitted only as allowed in Chapter 27, Part 22, Section 2212 of the Warrington Township Code of Ordinances as amended from time to time.

Add §2212, as follows:

§2212 Portable Signs

Standards - A portable sign, including any such sign that may have been displayed prior to the adoption of this subsection and which does not have a lawful permit as a permanent sign, shall only be permitted if it meets all of the following requirements:

1. Shall be permitted only on the lot of a permitted principal commercial use.
2. Shall have a maximum sign area of 40 square feet on each of a maximum of two sides.

3. Shall only include one sign per premises.
4. Shall need a sign permit, which shall state the dates during which the sign may be displayed.
5. Shall only be displayed on a lot for one period per year, which shall not exceed 20 days during a running 12-month period. Failure to remove the sign after the 20 days shall constitute a zoning violation.
6. Shall not obstruct safe sight distance to vehicles within or off the lot; shall not be placed within the existing street right-of-way.
7. Shall not include flashing or blinking lights.

NOW THEREFORE, be it ENACTED and ORDAINED and IT IS HEREBY ENACTED and ORDAINED, that the Board of Supervisors of Warrington Township, Bucks County, Pennsylvania, hereby amends Chapter 27, Part 22 of the Warrington Township Code of Ordinances, Signs, as above written.

ORDAINED and ENACTED this 14th day of May, 2013.

WARRINGTON TOWNSHIP BOARD OF SUPERVISORS

ATTEST:



Timothy J. Tieperman, Township Manager

Absent

Gerald B. Anderson, Chairperson


John R. Paul, Vice-Chairperson


Marianne Achenbach, Secretary-Treasurer


Matthew W. Hallowell, Sr., Member


Shirley A. Yannich, Member

ATTACHMENT “F”



Carroll Engineering Corporation

May 7, 2013

Timothy J. Tieperman, Township Manager
Warrington Township
852 Easton Road
Warrington, PA 18976

Dear Mr. Tieperman:

Subject: Tabulation of Bids / Recommendation of Award
Construction of Lower Nike Park Pedestrian Bridge

We have reviewed bids received on April 30, 2013 for the subject project and have prepared the attached tabulation of bids for your records.

The lowest bid was submitted by Gateway Project Management, LLC with a total bid of \$73,500.00. We have contacted references provided by Gateway Project Management, and have been advised they are capable of completing this project. Based on this information, Carroll Engineering Corporation recommends the Township award the subject Contract to Gateway Project Management, LLC in the amount of \$73,500.00.

Should you have any questions or require additional information regarding this matter, please feel free to contact me at 215-343-5700, Extension 275 or twhy@carrollengineering.com.

Very truly yours,

CARROLL ENGINEERING CORPORATION

Thomas A. Whye, P.E.

TAW:dp

Attachment

cc: Thomas A. Gockowski, P.E., Executive Vice President, CEC
Paul T. Cardie, P.E., CEC

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 206
Hillsborough, NJ 08844
908.874.7500

Construction of Lower Nike Park Pedestrian Bridge
Warrington Township, Bucks County

	Purchase Pre-Engineered Pedestrian Bridge	Site Construction as Detailed on Plan	Total
Gateway Project Management, LLC	\$48,750.00	\$24,750.00	\$73,500.00
Land Tech Enterprises	\$35,000.00	\$54,500.00	\$89,500.00
Polaris Construction Company, Inc.	\$57,000.00	\$38,000.00	\$95,000.00
Horgan Brothers Inc.	\$46,677.00	\$52,603.00	\$99,280.00
Donald E. Reisinger, Inc.	\$41,000.00	\$74,500.00	\$115,500.00
Associated Paving Contractors	\$44,000.00	\$74,000.00	\$118,000.00
Floyd G. Hersh Inc.	\$38,500.00	\$81,500.00	\$120,000.00
S Landscaping	\$33,225.00	\$90,183.00	\$123,408.00
Ply-Mar Construction Co. Inc.	\$46,000.00	\$86,000.00	\$132,000.00
Eastern Highway Specialists, Inc.	\$40,000.00	\$94,000.00	\$134,000.00
A. J. Jurich, Inc.	\$42,000.00	\$97,000.00	\$139,000.00
Out of Site Infrastructure	\$46,000.00	\$106,000.00	\$152,000.00
Rockport Construction Company, Inc.	\$36,750.00	\$133,100.00	\$169,850.00
Bulldog Construction Co. Inc.	\$37,900.00	\$143,000.00	\$180,900.00
BrightLine Construction	\$44,550.00	\$144,450.00	\$189,000.00
Hydro-Marine Construction Co., Inc.	\$39,000.00	\$159,000.00	\$198,000.00

ATTACHMENT “G”

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

April 29, 2013

MEMO TO: BOARD OF SUPERVISORS
ATTN: TIMOTHY J. TIEPERMAN, TOWNSHIP MANAGER

FROM: BARRY P. LUBER, CHIEF FINANCIAL OFFICER

RE: UPDATED 2013 FEE SCHEDULE

Background

At the April 25, 2013 Park and Recreation Committee meeting, the Committee approved a motion to recommend to the Board of Supervisors that the fee schedule be updated. Their recommendation covers two issues. The first item reinstates a fee for Single Use Fields which was mistakenly left off the fee schedule when it was last approved. The second item combines the fee for rental of township park facilities from a separate fee for weekday and weekend use to one fee for either weekday or weekend use.

Recommendation

Staff recommends and confirms the Park and Recreation Committee's recommendation that the attached fee schedule which makes minor changes to the existing fee schedule be approved.



Warrington Township
Resolution 13-R-21
2013 FEE SCHEDULE (Revised 5.14.13)

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP
 OF WARRINGTON, BUCKS COUNTY, PENNSYLVANIA, ESTABLISHING AND
 REESTABLISHING VARIOUS FEES, COSTS, CHARGES AND EXPENSES
 PURSUANT TO THE ORDINANCE OF THE TOWNSHIP OF WARRINGTON.

I. <u>ZONING PERMITS</u>		<u>FEE</u>	<u>ESCROW</u>
A.	Opinion Letter by Zoning Officer	\$50.00	
B.	Residential Zoning Review (Component of Combined Zoning/ Building Application)	\$50.00	
	Commercial Zoning Review (Component of Combined Zoning/ Building Application)	\$120.00	
C.	Recording Charges for Easement	Actual Recording Charges only	
D.	Flood Plain Certification	\$250.00	
E.	Fee in Lieu of Open Space (per acre of required open space land)	\$140,000.00	
II. <u>SUBDIVISIONS AND LAND DEVELOPMENT:</u>			
A.	Preliminary Plans:		
1	<u>RESIDENTIAL</u> <u>SINGLE FAMILY</u>		
	Minor Subdivision	\$275.00	\$1,000.00
	3 to 10 Lots	\$600 + \$30 per lot	\$3,000.00
	11 to 25 Lots	\$900 + \$30 per lot	\$6,500.00
	26 to 50 Lots	\$1,200 + \$30 per lot	\$8,500.00
	Over 50 Lots	\$1,800 + \$30 per lot	\$9,500.00
	Multi-Family	\$950 + \$30 per unit	\$7,500.00
2	<u>COMMERCIAL</u>	\$600 + \$.06 per sq. ft. of gross floor area	\$7,500.00
3	<u>INDUSTRIAL</u>	\$600 + \$.06 per sq. ft. of gross floor area	\$7,500.00
4	<u>SHOPPING CTR</u>	\$1,500 + \$.06 per sq. ft. of gross floor area	\$10,000.00
5	<u>PARKING LOT</u> <u>REVIEWS</u>	\$600 + \$.06 sq. ft. of gross floor area	\$500.00
6	<u>INSTITUTIONAL</u>	\$500 + \$.06 per Sq Ft of sq. ft. of gross floor area	\$2,500.00
B.	Final Plans	Same as for preliminary plans	
C.	Lot Line Change	\$200.00	\$200 plus engineering cost
D.	Amendment to Recorded Plans	\$200.00	\$200 plus engineering cost
E.	Sketch Plan	No fee	\$500 plus engineering cost
<u>*REFUNDABLE ESCROW DEPOSIT:</u>			
All applicants shall be required to post a refundable escrow deposit payable with the first application. The Warrington Township Planning Commission in the exercise of its responsibilities, and with the approval of the Board of Supervisors may call upon the services of consultants for engineering, legal, site design, traffic design, landscape architecture and such other services as it may deem necessary for examination of the proposed subdivision and/or land development. Any unused portion of the refundable escrow shall be returned to the applicant. A 10% administrative charge shall be added to all applicable fees and deducted from the portion of the fee paid in advance.			
In the event an escrow fund is depleted in excess of 80% of the original deposit, and it seems likely that costs will run in excess of the unused portion, the Township reserves the right to require an additional escrow deposit up to the original escrow amount. This escrow amount shall be paid when requested before any further review of the proposed development.			
III. <u>APPEALS:</u>		<u>FEE</u>	<u>ESCROW</u>
A.	Building Code Appeals:		
	Residential	\$700.00	\$500.00
	Other Building Use	\$1,000.00	\$1,000.00
B.	Zoning Ordinance Appeals: Variances, Special Exceptions, Unified Appeals, Other		

	Residential	\$700.00	\$500.00
	Non-Residential	\$1,500.00	\$1,000.00
C.	Each continuance warranted by the applicant	\$150.00	
IV.	<u>APPLICATIONS FOR AMENDMENTS TO THE ZONING ORDINANCE</u>		
A.	Property zoned residential	\$550.00	\$2,500.00
B.	All other property	\$1,000.00	\$2,500.00
C.	Engineering charges for zoning map changes when application is approved.		\$300.00
V.	<u>CURATIVE AMENDMENTS AND CHALLENGES TO THE VALIDITY OF THE ZONING ORDINANCE</u>		
		\$7,500.00	\$10,000.00
VI.	<u>CONDITIONAL USE APPLICATIONS</u>		
		\$1,500.00	\$2,500.00

* Escrow Deposit is to cover the cost of publishing required notices and all other expenses incurred by the Township incidental to the hearing. In the event these costs deplete the escrow fund in excess of 80% of the original escrow deposit and costs seem to indicate that additional deposits will be required, the Township reserves the right to require and additional Escrow deposit up to the original escrow amount. This additional escrow amount shall be paid prior to the public hearing as set forth in the public notice. If these expenses do not exceed the escrow deposit fees, the balance will be refunded to the applicant. A 10% administration charge will be added to all fees and costs.

VII. BUILDING PERMITS (NEW CONSTRUCTION)

FEE

The fee covers plan review and inspections. Builders are encouraged to the BOCA/ICC Plan Review Service. The Township will credit the BOCA/ICC plan review fee from the total building permit fee.
Note: BOCA/ICC Plan Review Service is a division of the International Code Council, successor to the Building Officials and Code Administrators International, 4051 West Floosmore Road, Country Club Hills, IL 60478-5795, Tel. (708) 799-2300

(If using TDR's refer to attachments at end of the Schedule)

A.	Residential	\$1.00 per gross SF	
	All Other Uses	\$1.00 per gross sq. ft. for the first 5,000 Sq. Ft. \$0.75 per additional gross sq. ft. up to 10,000 Sq. Ft. \$0.50 per additional gross sq. ft. over 10,000 Sq. Ft.	
B.	Residential contribution to the Capital Recreation Fund	\$2,000.00 per dwelling unit	
C.	Non-Residential contribution to the Capital Recreation Fund	\$2,000.00 Min. plus \$0.80 per sq. ft. of total building floor area	
D.	Structural Engineering Reviews	\$500.00	
E.	Temporary Sales Trailers	\$275.00 each	
F.	Retaining Walls		
	Non-Structural Retaining Walls (Zoning Permit Only)	<u>FEE</u> \$50.00	<u>ESCROW</u>
	Structural Retaining Walls	\$50.00 plus \$.50 per square ft. of face	\$1,000.00
G.	Modular Homes	50% of required building permit	
H.	State Fee on all Building Permits	\$4.00	
I.	Re-Inspection Fee	\$200.00 each	

VIII. <u>BUILDING PERMITS (ADDITIONS)</u>		
A.	Residential Uses	\$1.00 per gross SF
B.	All other Uses	\$750 for the first 1,000 SF \$325 for each add'l 1,000 SF up to 10,000 SF \$200 for each add'l 1,000 SF over 10,000 SF
C.	Uncovered Decks, Patios (with Footings), etc.	\$.50 per square foot \$100 minimum
D.	Re-Inspection Fee	\$50.00
IX. <u>BUILDING PERMITS (ALTERATIONS and STRUCTURAL REPAIR)</u>		
A.	Residential	\$20 for the first \$1,000 of construction cost plus \$30.00 for each additional \$1,000 of construction cost Minimum fee \$100
B.	All Other Uses	\$20 per \$1,000 of construction cost Minimum fee \$150
C.	Re-Inspection Fee	\$50.00
X. <u>MISCELLANEOUS CONSTRUCTION PERMITS</u>		
RESIDENTIAL:		<u>FEE</u> <u>ESCROW</u>
A.	Residential Roofing (Commercial Roofing under Alterations)	None
B.	Siding	None
C.	Residential Demolition Permits	\$60.00 <i>Plus \$5.00 per \$1,000 of project cost</i>
	Commercial Demolition Permits	\$110.00 <i>Plus \$5.00 per \$1,000 of project cost</i>
D.	Blasting Permits*	\$50 per day - \$100 Minimum Fee
*Must have state blasting license, liability insurance and follow permit instructions.		
F. <u>Fuel Tank Installation</u>		
	Residential - Initial Oil Tank Installation	\$125.00
	Residential - Remove & Replace existing Oil Tank	\$75.00
	Residential - Initial Propane Tank Installation (Zoning Review only)	\$50.00
	Commercial	\$100 for the first \$1,000 of cost. <i>Each additional \$1,000 of cost \$15.00. Late Filing Fee of 100% of permit cost</i>
XI. <u>SWIMMING POOLS</u>		
A.	Residential in-ground pools	\$750.00
B.	Residential above ground pools two (2) feet or more and hot tubs	\$50.00
NOTE: Fence permit fee included in swimming pool permit.		
C.	Re-Inspection Fee	\$50.00
XII. <u>ELECTRICAL PERMITS (Plan review only - Inspection to be completed by an approved Third Party Agency)</u>		
A.	Residential (New Construction, Addition, Alterations, etc.)	\$75 (Admin. Only)
B.	Commercial and Industrial Installations Plus \$20 per \$1,000 of project cost over \$5,000	\$120.00
C.	Solar Panels (Residential and Commercial)	
	Up to 10 kW	\$300.00
	11-50 kW	\$400.00
	51-100 kW	\$500.00
	101-500 kW	\$600.00
	Over 500 kW	\$700.00

XIII. MECHANICAL PERMITS

A.	Residential (New Construction, Addition, Alterations, etc.)	\$65 for first \$1000.00 of construction plus \$15 for each additional \$1000.00 of construction cost.
B.	Commercial, Industrial, Institutional	\$130 For the first \$1,000.00 of construction plus \$20 for each additional \$1,000.00 of construction cost
C.	Re-inspection Fee	\$50.00

XIV. FIRE PROTECTION SYSTEM:

A.	Sprinkler Systems		Commercial & 13-D
		1-5	Sprinkler Heads \$125.00
		6-10	Sprinkler Heads \$225.00
		11-20	Sprinkler Heads \$375.00
		21-200	Sprinkler Heads \$675.00
		201-300	Sprinkler Heads \$825.00
		310-400	Sprinkler Heads \$875.00
		401-500	Sprinkler Heads \$1,000.00
		over 500	\$1,125.00
			Plus \$.25 per additional sprinkler head over 500
			Residential 13-R
		1-5	Sprinkler Heads \$100.00
		6-10	Sprinkler Heads \$125.00
		11-100	Sprinkler Heads \$150.00
		over 100	Sprinkler Heads \$200.00
			Plus \$.25 per additional heads over 200
B.	Smoke/Heat Detector:	1-5	Smoke/ Heat Detectors / Activation Device \$75.00
	/ Activation Device	6-10	Smoke/ Heat Detectors / Activation Device \$125.00
		1-20	Smoke/ Heat Detectors / Activation Device \$275.00
		21-100	Smoke/ Heat Detectors / Activation Device \$400.00
		201-300	Smoke/ Heat Detectors / Activation Device \$475.00
		310-400	Smoke/ Heat Detectors / Activation Device \$500.00
		401-500	Smoke/ Heat Detectors / Activation Device \$550.00
		over 500	Smoke/ Heat Detectors / Activation Device \$600.00
			Plus \$.25 per additional device over 500
C.	Re-inspection Fee		\$75.00 per inspection
D.	Duplicate Submittal Fee:	1/2 the cost of fee listed above	
E.	False or Accidental Alarm Fees:		
	First through Third Offenses:		Warning Only
	Fourth Offense:		\$100.00
	Fifth and subsequent offenses doubles the previous fee.		
	Note: For commercial properties or apartment complexes the fee shall be applied per building		

XV. PLUMBING PERMITS:

A.	Single Family Dwellings/Townhouses	\$65 plus \$20 per fixture.
B.	Commercial / Industrial	\$100.00 plus \$30 per fixture
C.	Additions / Alterations	\$15 plus \$20 per fixture. (minimum fee \$50.00)
D.	Sewer Line Repairs (inside or outside)	\$50.00
E.	Yard Irrigation Systems	\$150.00
F.	Baseboard Hot Water or Hydronic Heat	\$50.00
G.	Re-Inspection Fee	\$50.00

XVI. CONTRACTORS REGISTRATION

NOTE: All Contractors and Sub-Contractors are required to be registered with Warrington Township.

Initial Registration	\$140.00
Renewal Registration (For Consecutive Years)	\$70.00

Fees are broken down quarterly:

	<u>NEW FEE</u>	<u>RENEWAL FEE</u>
Jan. - June	\$140.00	\$70.00
July/August/September	\$80.00	\$40.00
October/November/December	\$40.00	\$20.00

XVII. COMMENCING WORK PRIOR TO ISSUANCE OF A PERMIT

Where work requiring the issuance of a permit by the Township is commenced prior to the issuance of said permit, the violator shall pay an administrative fee equal to 100% of the normal permit fee, in addition to the normal permit fee. The rule shall govern all permits required by Warrington Township.

XVII-A. SIGN PERMITS

		<u>FEE</u>	<u>ESCROW</u>
A.	New Permanent Sign	\$75.00 plus \$.25 per sq. ft. (per side).	
	<u>Excludes the following in all zones:</u> Public Legal Notices Traffic Warning Signs Official Warnings Signs Trespassing Signs Utility Signs Agricultural, Horticultural, or Farm Produce Signs		
B.	Temporary Political Signs	Signs 2 sq. ft. or smaller Signs over 2 sq. ft.	No Charge No Charge
	Note: No signs shall be posted earlier than 60 days prior to election. Applicant shall remove such sign(s) within 10 days of election day.		
C.	Other Temporary Signs	\$25.00	\$100.00
	Note: Applicant shall remove such signs when the information is no longer applicable. Applicant shall pay cost if removal is made by Township at the direction of the Zoning Officer.		

XVIII. OCCUPANCY PERMITS

		<u>FEE</u>
A.	New Construction	
	1 <u>Residential</u>	\$240.00
	2 <u>Commercial/Industrial</u>	\$0.12 per SF minimum \$200.00
	3 <u>Re-Inspection</u>	\$200.00
B.	Rentals	
	1 <u>Residential</u>	\$60.00
	2 <u>Commercial/Industrial</u>	
	a) Up to 10,000 sq. ft.	\$150.00 Plus \$.025 per sq. ft.
	b) Over 10,000 sq. ft.	\$400.00 Plus \$.02 per sq. ft. over 10,000 sq. ft.
	3 <u>Re-Inspection</u>	
	Residential	\$50.00
	Commercial/Industrial	25% of original fee

C.	Resale	1	<u>Residential</u> a) Single Family/Townhouse	\$100.00
		2	<u>Commercial/Industrial</u> a) Up to 10,000 sq. ft. b) Over 10,000 sq. ft.	\$150.00 Plus \$.06 per sq. ft. 750 plus \$.05 per sq. ft. over 10,000 sq. ft.
		3	<u>Re-Inspection</u> Residential Commercial/Industrial	\$50.00 25% of original fee
D	Zoning Activity Review (ZAR) Card		Residential Properties(home occupations) Non Residential Properties	\$50.00 \$100.00
E	Temporary Occupancy Certificate Escrow			\$1,200.00
	If a structure is habitable, even though work required by the Warrington Township Building Code, the developer agreement, or any other ordinance of Warrington Township is not completed, a Temporary Occupancy Certificate may be issued by the Code Official, for no more than 30 days. The Temporary Certificate may be extended from November 15th to May 30th when grading, paving and other seasonal work cannot be performed. The escrow will be forfeited if the Temporary Occupancy Certificate is allowed to expire, unless appealed to the Board of Supervisors, in writing.			
F	Realtors, Landlords and property management agents who fail to schedule inspections prior to the occupancy of the premises will be subject to triple the fee, upon the second occurrence.			

XIX. COMPLIANCE GUARANTEE DEPOSIT

In addition to the Occupancy Certificate fee and other fees, a compliance guarantee deposit is required. The compliance guarantee deposit, less any cost incurred by the Township in securing compliance with any permits issued to the building/developer/owner, including legal, engineering and administrative costs, will be refunded upon the issuance of a Final Certificate of Occupancy, if the premises is occupied or used prior to the issuance of any Occupancy Certificate and/or Certificate of Completion, the compliance guarantee deposit shall be automatically forfeited. In addition to the Occupancy Certificate fee and other fees, a compliance guarantee

COMPLIANCE ESCROW (New Construction)

A.	Single Family, Twin and Two Family Dwelling, Townhouses, Rowhouses	\$2500 per unit
B.	Commercial and Industrial (includes Multi-Family, Apartments, Motels, Hotels, etc.)	\$0.20 per sq. ft. \$1,000.00 Min. \$10,000.00 Max.

XX. WATER & SEWER DEPARTMENT USER RATES AND CHARGES
Amended - Resolution 92-R-56 and Resolution 03-R-7

IF USING TDR'S – USE FEES FROM CURATIVE AMENDMENT STIPULATION

METER REQUIREMENT:

It shall be mandatory for all water and sewer connections, to be metered by a meter purchased and installed by Warrington Township in an approved meter setting upon connection to the system.

DISTRICT I

A.	<u>All Users</u>	<u>0-10,000</u> <u>Gallons</u>	<u>11,000-25,000</u> <u>Gallons</u>	<u>Over 25,000</u> <u>Gallons</u>
Water				
Per 1,000 gals.		\$3.08	\$3.30	\$4.47
Sewer				
Per 1,000 gals.		\$6.10	\$6.10	\$6.10

DISTRICT II

A.	<u>All Users</u>	<u>0-10,000</u> <u>Gallons</u>	<u>11,000-25,000</u> <u>Gallons</u>	<u>Over 25,000</u> <u>Gallons</u>
Water				
Per 1,000 gals.		\$3.92	\$4.24	\$4.35
Sewer				
Per 1,000 gals.		\$6.10	\$6.10	\$6.10

District I and II
 Unmetered Sewer Rate \$109.80/Quarter + Base Charge (Based on 18,000 gallons use)

DISTRICT III
(Muirfield Development)

A.		<u>0-10,000</u> <u>Gallons</u>	<u>11,000-25,000</u> <u>Gallons</u>	<u>Over 25,000</u> <u>Gallons</u>
Water				
Per 1,000 gals.		\$3.92	\$4.24	\$4.35
Sewer				
Base Charge per Quarter		\$92.56		
Plus Per 1,000 gals.		\$2.84	\$2.84	\$2.84

District III
 Unmetered Sewer Rate \$ 133.98/Quarter + \$5 Base Charge

DISTRICT IV
(County Line Road Water & Sewer)

A.	<u>Residential Users</u>	<u>5/8" x 3/4"</u> <u>Meter</u>	<u>3/4"</u> <u>Meter</u>	<u>1"</u> <u>Meter</u>
Water				
Minimum 5,000 gal usage/quarter plus base		\$15.49	\$15.49	
Minimum 10,000 gal usage/quarter plus base				\$30.99
plus per 1,000 gal 5,000 - 8,500 gal plus base		\$3.10	\$3.10	
plus per 1,000 gal over 8,500 gal plus base		\$5.36	\$5.36	
plus per 1,000 gal 10,000 - 17,000 gal				\$3.10
plus per 1,000 gal over 17,000 gal				\$5.36
Sewer				
Minimum 5,000 gal usage/quarter plus base		\$45.65	\$45.65	
Minimum 10,000 gal usage/quarter plus base				\$86.29
plus per 1,000 gal in excess of minimum		\$8.13	\$8.13	\$8.13

*Quarterly rates are based on 90 days

District IV
 Unmetered Sewer Rate \$164.00/Quarter + Base Charge

DISTRICT V
(Chalfont - New Britain)

A.	<u>Residential Users</u>	<u>0-32,000</u> <u>Gallons</u>	<u>Over 32,000</u> <u>Gallons</u>
Sewer			
Base Charge per unit per quarter \$26.40			
Plus Per 1,000 gals.		\$4.48	\$8.03

District V
 Unmetered Sewer Rate \$140.80/Quarter + Base Charge

ALL DISTRICTS

A.	PUBLIC FIRE SERVICE	.25 Mills per EDU/Year within 785 ft of a fire hydrant
B.	CONSTRUCTION WATER	\$100.00 per EDU
C.	WATER INSPECTION FEE	\$100.00 per EDU
D.	SEWER INSPECTION FEE	\$100.00 per EDU
E.	ACCOUNT MAINTENANCE FEE	\$1.86/Quarter per EDU
F.	BASE CHARGE (All Districts)	
	WATER	\$1.64/Quarter
	SEWER	\$5.00/Quarter
G.	METER REPLACEMENT 5/8-3/4"	\$3.62/Quarter
	METER REPLACEMENT 1"	\$4.63/Quarter
	METER REPLACEMENT 1.5"	\$32.50/Quarter
	METER REPLACEMENT 2"	\$38.75/Quarter
	METER REPLACEMENT 3"	\$58.25/Quarter
	METER REPLACEMENT 4"	\$63.75/Quarter

H. WATER METER CHARGE (New Installations)

SIZE OF METER (INCHES)		
5/8 x 3/4"		\$360.00
1.00 "		\$475.00
1-1/2 "		\$2,860.00
2.00"	Compound	\$3,410.00
3.00"	Compound	\$4,510.00
4.00"	Compound	\$5,610.00

Notes:

- The water meter will be furnished and installed by the Township after payment of the appropriate fee and installation of all interior plumbing appurtenances by the customer.
- Fees for meters larger than four (4) inches will be determined by the Township.
- The Township reserves the right to require metering devices other than those stated in the Fee Schedule.
- Fees for these special application meters and associated costs will be the Township's actual cost plus a 10% administration fee.

I. WATER METER TESTING CHARGE: (A written request by the owner is required)

5/8" x 3/4" meter	\$15.00
	Plus incurred costs
1" meter	\$25.00
	Plus incurred costs
Over 1" meter	\$40.00

J. INDUSTRIAL WASTEWATER DISCHARGE PERMIT (ORDINANCE \$250.00
(No pre-treatment)
\$500.00
(With pre-treatment)

K. WELL PERMITS: (All well permits are through Bucks County Department of Health)

L. ADMINISTRATION CHARGES:

Certification Fee (Final)	\$50.00
Posting for shut off 1st posting	\$0.00
Posting for shut off 2nd posting	\$25.00
Final Posting & Shut off	\$125.00
Filing of Lien	\$30.25
Satisfaction of Lien	\$19.00
Water and Sewer Specification Books	\$35.00
Return Check Fee	\$35.00

M. RESIDENTIAL TAPPING FEES:

Water Tapping Fee per EDU	\$2,085.00
Capacity Portion	\$1,392.00
Distribution Portion	\$693.00
Sewer Tapping Fee per EDU	\$4,940.00
Capacity Portion	\$3,972.00
Collection Portion	\$968.00

Notes: Equivalent Dwelling Unit (EDU): Each single-family, multi-family, and mobile home constitutes one EDU.

N.

COMMERCIAL & INDUSTRIAL TAPPING FEES:

SIZE OF WATER SERVICE (INCHES)	EDU RATING	TAPPING FEE*	TAPPING FEE*
		SEWER	WATER
1	1.8	\$7,150.00	\$2,500.00
1.25	2.8	\$11,120.00	\$3,900.00
1.5	4	\$15,890.00	\$5,570.00
2	7.1	\$28,200.00	\$9,880.00
3	16.1	\$63,950.00	\$22,410.00
4	28.5	\$113,200.00	\$39,670.00

Notes: The fees shown are based on the Capacity Part of the Tapping Fees only (Water = \$1,392; Sewer \$3,972).

- 1 For projects not constructing collection/ distribution system extensions additional fees are required.
- 2 The minimum water service size for commercial and industrial customers is 1 inch. Fees for water services larger than 4 inches will be determined by the township.

O.

SPECIAL ORDINANCE FEES

1 Bristol Road East Sewer District Ordinance #2002-O-1

Sewer Capacity Fee: \$3,972.00
Sewer Collection Fee: \$5,577.00

Total Fee per EDU: \$9,549.00

Tax Parcel Number: 50-029-016, 50-029-017, 50-029-018;
50-029-019, 50-038-001; and 50-38-002

2 Pickertown/ Whisper Ridge Sewer District Ordinance #2003-O-09

Sewer Capacity Fee: \$3,972.00
Sewer Collection Fee: \$4,001.00

Total Fee per EDU: \$7,973.00

Tax Parcel Number: 50-004-022, 50-004-022-001; 50-004-022-002; 50-004-172;
50-043-001; 50-043-002; 50-043-003; 50-044-001; 50-044-002; 50-044-003;
50-044-004; 50-044-005; 50-044-006; 50-044-007; 50-004-016; and 50-004-016-003

3 Pickertown/Scarlet Oak Sewer District Ordinance #2003-O-17

Sewer Capacity Fee: \$3,972.00
Sewer Collection Fee: \$6,403.00

Total Fee per EDU: \$10,375.00

Tax Parcel Number: 50-004-072, 50-004-073, 50-004-072-001; 50-004-073-001;
50-004-101-001; and 50-004-112

4 Pickertown/Greenwood Terrace Sewer District Ordinance #2003-O-10

Sewer Capacity Fee: \$3,972.00
Sewer Collection Fee: \$3,930.00

Total Fee per EDU: \$7,902.00

Tax Parcel Numbers:

50-010-045, 50-010-046; 50-010-067; 50-010-068; 50-010-068-001; 50-010-069; 50-010-070-001; 50-010-071; 50-010-072; 50-010-073; 50-010-074; 50-010-075; 50-010-076; 50-010-077; 50-010-078; 50-013-001; 50-013-002; 50-013-003; 50-013-004; 50-013-005; 50-013-006; 50-013-007; 50-014-001; 50-014-002; 50-014-003; 50-014-004; 50-014-005; 50-014-006; 50-014-007; 50-014-008; 50-014-009; 50-014-010; 50-014-011; 50-014-012; 50-014-013; 50-014-014; 50-014-016; 50-017-025; 50-017-026; 50-017-027; 50-018-001; 50-018-002; 50-018-003; 50-018-004; 50-018-005; 50-018-006; 50-018-007; 50-018-008; 50-018-009; 50-018-010; 50-018-011; 50-018-012; 50-018-013; 50-018-014; 50-018-015; 50-018-016; 50-018-017; 50-044-008; 50-044-009; 50-044-010; 50-044-011; 50-044-012; 50-044-013; 50-044-014; 50-044-015; 50-044-016; 50-044-017; 50-044-018; 50-044-019; 50-044-020; 50-044-021; 50-044-022; 50-044-023; 50-050-006; 50-050-007; 50-050-008; 50-050-009; 50-050-010; 50-050-011; 50-050-012; 50-050-013; 50-050-014 and 50-050-015

5	Elbow Lane Sewer District Ordinance #2003-O-16
	Sewer Capacity Fee: \$3,972.00
	Sewer Collection Fee: \$5,153.00
	Total Fee per EDU: \$9,125.00
	Tax Parcel Number: 50-010-047, 50-010-047-001, 50-010-048, 50-010-049, 50-017-028; 50-017-028-001; 50-017-029; 50-017-030; 50-017-030-001
6	Upper State Road/Whisper Ridge Drive Sewer District Ordinance #2004-O-02
	Sewer Capacity Fee: \$3,972.00
	Sewer Collection Fee: \$4,054.50
	Total Fee per EDU: \$8,026.50
	Tax Parcel Numbers: 50-002-009 and 50-002-010
7	Bluestone/ County Line Sewer District Ordinance #2005-O-04
	Sewer Capacity Fee: \$3,972.00
	Sewer Collection Fee: \$5,156.67
	Total Fee per EDU: \$9,128.67
	Tax Parcel Number: 50-010-082-004; 50-010-082-008; 50-010-082-001; 50-010-082-002; 50-010-082-005; 50-010-082-006; 50-010-082-007; 50-010-082-008; 50-010-095
8	Pickertown/Windsong Water District Ordinance #2005-O-05
	Water Capacity Fee: \$1,392.00
	Water Distribution Fee: \$3,304.71
	Total Fee per EDU: \$4,696.71
	Tax Parcel Numbers: 50-018-013; 50-018-014; 50-018-015; and 50-010-070-001; 50-018-016
9	Folly Road/Bristol Road Sewer District #2005-O-07
	Sewer Capacity Fee: \$3,972.00
	Sewer Collection Fee: \$7,501.00
	Total Fee per EDU: \$11,473.00
	Tax Parcel Numbers: 50-004-150; 50-004-157; 50-004-158; 50-004-159; 50-004-170; 50-004-171; 50-004-171-001; 50-009-001; 50-009-018; 50-009-018-001; 50-009-019; 50-009-20; 50-009-021; 50-009-022; 50-009-023
10	Muirfield/ County Line Sewer District #2006-O-01
	Sewer Tapping Fee: \$3,977.00
	Total Fee per EDU: \$3,977.00
	Tax Parcel Numbers: 50-004-061; 50-004-061-001; 50-004-061-002; 50-004-061-003; 50-004-061-004; 50-004-061-006; 50-004-065
	Sewer Tapping Fee: \$3,977.00
	Sewer Collection Fee: \$3,994.50
	Total Fee per EDU: \$7,106.50
	Tax Parcel Numbers: 50-004-063; 50-004-064; 50-004-066
11	Bristol Road/Turk Road Sewer District Ordinance #2006-O-03
	Sewer Capacity Fee: \$3,972.00
	Sewer Collection Fee: \$5,903.00
	Total Fee per EDU: \$9,875.00
	Tax Parcel Numbers: 50-026-002; 50-026-003; 50-026-004; 50-026-005; 50-026-006; 50-026-007; 50-026-008; 50-026-009; 50-026-009-001; 50-026-010; 50-026-011; 50-026-012-001; 50-026-012-002; 50-026-031; 50-026-032; 50-026-033; 50-026-034; 50-026-065; 50-026-067-001; 50-026-068; 50-026-069; 50-026-070; 50-026-071; 50-026-073; 50-026-074; 50-026-075; 50-026-075-001; and 50-026-076
12	Bristol Road/Turk Road Water District Ordinance #2006-O-04
	Water Capacity Fee: \$1,392.00
	Water Distribution Fee: \$5,361.00
	Total Fee per EDU: \$6,753.00
	Tax Parcel Numbers: 50-026-002; 50-026-003; 50-026-004; 50-026-005; 50-026-006; 50-026-007; 50-026-008; 50-026-009; 50-026-009-001; 50-026-010; 50-026-011; 50-026-012-001; 50-026-012-002; 50-026-031; 50-026-032; 50-026-033; 50-026-034; 50-026-065; 50-026-067-001; 50-026-068; 50-026-069; 50-026-070; 50-026-071; 50-026-073; 50-026-074; 50-026-075; 50-026-075-001; and 50-026-076

13	Street Road/ Taylor Avenue Water District Ordinance #2007-O-07		
	Water Capacity Fee:	\$1,392.00	
	Water Distribution Fee:	\$6,985.00	
	Total Fee per EDU:	\$8,377.00	
	Tax Parcel Numbers: 50-023-133; 50-023-135; 50-023-136; 50-023-137; 50-023-138; 50-023-139; 05-023-139-1; 50-023-139-002; 50-023-140; 50-023-186-001 and 50-023-186-002		
14	Woodlawn Sewer District Ordinance # 2009-O-02		
	Sewer Capacity Fee:	\$3,972.00	
	Sewer Collection Fee:	\$7,646.00	
	Total Fee per EDU:	\$11,618.00	
	Tax Parcel Numbers: 50-004-094, 50-004-095, 50-006-006, 50-007-001, 50-007-002, 50-007-003, 50-007-004, 50-007-005, 50-007-006, 50-007-007, 50-007-008, 50-007-009, 50-007-011, 50-007-012, 50-007-013, 50-007-014, 50-007-021 and 50-007-022.		
15	County Line Road Water and Sewer Ordinance # 2009-O-07 As amended June 22, 2010 Resolution # 2010-R-17		
	Sewer Special Purpose Tapping Fee:	\$5,493.00 per EDU	
	Horsham Water Sewer Auth Tap Fee:	\$5,800.00 Sewer	
	Water Special Purpose Tapping Fee:	\$3,696.00 per EDU	
	Horsham Water Sewer Auth Tap Fee:	\$2,600.00 Water	
	Water Service Tap Fee:	\$1513.00 per connection	
	Tax Parcel Numbers: 50-010-028-001, 50-010-028-002, 50-010-028-003, 50-010-29, 50-010-029-001 50-010-030, 50-010-031, 50-015-002, 50-015-003, 50-015-004, 50-015-006, 50-015-007, 50-015-008, 50-015-009, 50-015-010, 50-015-011, 50-019-001, 50-019-002, 50-019-003, 50-019-004, 50-019-005 50-019-006, 50-019-008, 50-019-010.		
16	Upper State Rd/ Chalfont-New Britain Sewer District - Ordinance # 2011-0-01 Effective 2/8/11		
	Tax Parcel Number: 50-009-001		
	Sewer SPTF:	\$2,970.00	
	Sewer Tapping Fee Sewer:	\$5,042.00	
	Total Fee per EDU:	\$8,012.00	
	Tax Parcel Number: 50-009-001-001		
	Sewer SPTF:	\$9,250.00	
	Sewer Tapping Fee Sewer	\$5,042.00	
	Total Fee per EDU:	\$14,292.00	
	Tax Parcel Numbers: 50-009-005 & 50-003-001		
	Sewer SPTF:	\$0.00	
	Sewer Tapping Fee Sewer	\$5,042.00	
	Total Fee per EDU:	\$5,042.00	

P. **TDR CURATIVE AMENDMENT TAPPING FEES**

1	Sewer:	\$4,400 per dwelling unit.
2	Water:	\$3,000 per dwelling unit.

Q.	NWWA Capacity Fee	\$6.87 per gallon
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XXI. FIRE SAFETY FEES

A. Fire Safety Inspections (First Inspection)

<2,000 sq. ft.	\$50.00
2,001 to 4,000 sq. ft.	\$70.00
4,001 to 6,000 sq. ft.	\$90.00
6,001 to 8,000 sq. ft.	\$110.00
8,001 to 10,000 sq. ft.	\$125.00
10,001 to 20,000 sq. ft.	\$150.00
20,001 to 40,000 sq. ft.	\$170.00
40,001 to 60,000 sq. ft.	\$190.00
60,001 to 80,000 sq. ft.	\$200.00
>80,001 sq. ft.	\$225.00

plus \$1.00 for each additional 1,000 sq. ft. Or portion thereof.

**Vacant structures will be charged 50% of the above fee schedule.

B. Fire Code Operational Permit Fees:

Fire Code Section	Permit Fee	Yearly Inspection Fee
105.6.1 Aerosol Products	\$50.00	\$25.00
105.6.2 Amusement Buildings	\$50.00	\$25.00
105.6.3 Aviation Facilities	\$50.00	\$25.00
105.6.4 Carnivals & Fairs	\$50.00	\$25.00
105.6.5 Cellulose Nitrate Film	\$50.00	\$25.00
105.6.6 Combustible Dust Producing Operation	\$50.00	\$25.00
105.6.7 Combustible Fibers	\$50.00	\$25.00
105.6.8 Compressed Gases	\$50.00	\$25.00
105.6.9 Covered Mall Buildings	\$50.00	\$.05 per SF
105.6.10 Cryogenic Fluids	\$50.00	\$25.00
105.6.11 Cutting & Welding	\$50.00	\$25.00
105.6.12 Dry Cleaning Plants	\$50.00	\$25.00
105.6.13 Exhibits & Trade Shows	\$50.00	\$.05 per SF
105.6.14 Explosives	\$1,000.00	\$50.00
105.6.15 Fire Hydrants & Valves	\$50.00	\$2 per device
105.6.16 Flammable & Combustible Liquids	\$50.00	\$.05 per/gallon
105.6.17 Floor Finishing	\$50.00	\$25.00
105.6.18 Fruit & Crop Ripening	\$50.00	\$25.00
105.6.19 Fumigation & Thermal Insecticidal Fogging	\$50.00	\$25.00
105.6.20 Hazardous Materials	\$100.00	\$.05 per SF
105.6.21 HPM Facilities	\$100.00	\$.05 per SF
105.6.22 High-Piled Storage	\$50.00	\$.05 per SF
105.6.23 Hot Work Operations	\$50.00	\$25.00
105.6.24 Industrial Ovens	\$50.00	\$25.00
105.6.25 Lumber Yards and Wood Working Plants	\$100.00	\$.05 per SF
105.6.26 Liquid or Gas Fueled vehicles or Equipment in Assembly Buildings	\$50.00	\$25.00
105.6.27 LP Gas	\$50.00	\$25.00
105.6.28 Magnesium	\$50.00	\$25.00
105.6.29 Miscellaneous Combustible Storage	\$50.00	\$25.00
105.6.30 Open Burning	\$200.00 (Each Burn)	
105.6.31 Open Flames and Torches	\$50.00	\$25.00
105.6.32 Open Flames and Candle	\$50.00	\$25.00
105.6.33 Organic Coatings	\$50.00	\$25.00
105.6.34 Places of Assembly (churches exempt)	\$50.00	\$25.00
105.6.35 Private Fire Hydrants	\$50.00	\$200.00
105.6.36 Pyrotechnic Special Effects Material	\$1,500.00	\$500.00
105.6.37 Pyroxylin Plastics	\$50.00	\$25.00
105.6.38 Refrigeration Equipment	\$50.00	\$25.00
105.6.39 Repair Garages and Service Stations	\$50.00	\$25.00
105.6.40 Rooftop Heliports	\$500.00	\$100.00
105.6.41 Spraying or Dipping	\$300.00	\$25.00
105.6.42 Storage of Scrap Tires & Tire By-products	\$500.00	\$.05 per SF
105.6.43 Temporary Membrane Structures, Tents and Canopies	\$100.00	\$25.00
105.6.44 Tire Rebuilding Plants	\$500.00	\$.05 per SF
105.6.45 Waste Handling (see ordinance #578)	\$1,000.00	\$.05 per SF
105.6.46 Wood Products	\$1,000.00	\$.05 per SF
105.7.1 Automatic Fire Extinguishing System	\$250 minimum	

Restaurant Wet Chemical Systems

Number of Nozzles	With Inspections
1 to 15	\$600.00
16 to 30	\$800.00
31 to 50	\$1,000.00
Over 50	\$1000.00 plus \$10.00 per each nozzle over 50

Gas Suppression Systems or Dry Chemical Systems

Pounds of Suppression / With Inspections	
1 to 50	\$600.00
51 to 100	\$700.00
101 to 200	\$750.00
201 to 300	\$800.00
301 to 400	\$950.00

Fire Code Section		Permit Fee	Yearly Inspection Fee
105.7.2	Battery Systems	\$50.00	
105.7.3	Compressed gasses	\$50.00	
105.7.4	Cryogenic fluids	\$50.00	
105.7.5	Fire Alarm & Detection System an Related Equipment	\$150 minimum	
	Non Residential Fee	\$30 per \$1000	
		If over \$6,000	
	Residential Fee	\$100.00	
105.7.6	Fire pumps and related equipment	\$300.00	
108.7.7	Flammable & combustible liquids	\$300.00	
105.7.8	Hazardous Materials	\$300.00	
105.7.9	Industrial Ovens	\$300.00	
105.7.10	LP Gas	\$300.00	
105.7.11	Private Fire Hydrants	\$50.00	
		plus \$20 per device	
105.7.12	Spraying or Dipping	\$300.00	
105.7.13	Standpipe Systems	\$300.00	
105.7.14	Temporary Membrane Structures, tents and Canopies	\$300.00	

XXII. Road or Easement Occupancy Permit Fees: For work within any Township road right-of-way, or easement, the total fee shall be composed of the administrative fee, the work fee, and the escrow, as described below.

A.	Administrative Fee	\$60.00 lump sum
B.	Work Fees	
	1. Pavement trenches, pits or holes up to 6 feet wide	\$3.00 per linear foot
	2. Roadside trenches, pits, or holes that do not disturb any pavement up to 6 feet wide	\$1.00 per linear foot
	3. Borings or other techniques involving minimal disturbance of the surface	\$.10 per linear foot
	4. Poles	\$50.00 per pole
C.	Escrow	\$1,000.00 per Cut \$10,000.00 Maximum

NOTE:

The purpose of the escrow is to guarantee the restoration of the trench, pit or hole. Township costs associated with fixing a pavement patch, landscape or other restoration will be deducted from the escrow. The balance will be returned to the permittee as soon as the restoration is inspected and determined to be satisfactory, but no sooner than 120 days after the completion of the restoration.

XXIII. MECHANICAL/ELECTRONIC AMUSEMENT DEVICES
Per machine/per year

\$200.00

XXIV. SWIM CLUB FEES

MARY BARNES TENNIS AND SWIM CLUB
2013 FEE SCHEDULE

Seasonal Memberships		
Type of Membership	Price-Resident	Price - Non Resident
Family	\$425	\$475
Individual Child or Adult	\$250	\$275
Seniors (Born on or before 5/24/1951)	\$100	\$125
Seasonal Table Rental	\$85	\$85

A five percent discount will be given on the above membership fees if paid by April 15, 2013

Daily Fee for Guests (pay at the gate)			
	Guest with Member	Guest without Member	Guest with Member -After 5 pm Guest without Member- After 5 pm
Ages 2 and older	\$10	\$12	\$5
Under age 2	No Charge	No Charge	No Charge

Replacement Swim Club ID card \$5

Parties at the Swim Club		
	Member Party	Non-Member Party
Party Size	Fee	Fee
Party Fee Deposit (1-50 People)	\$50	\$50.00
Party Fee Deposit (51+ People)	\$75	\$75.00
Per Person Fee	\$6	\$8.00

Swim Lessons (30 minutes)			
Sessions (June 20 - August 12)	Times	Resident Fee	non-Resident
1 through 4: Mon., Tues., Thurs. & Friday	9 am and 11:30 am	\$65	\$75.00
5 and 6: Mondays and Wednesdays	6 pm and 7:30 pm	\$65	\$75.00

Swim Team Fees	
Fees and Dues	Amount
Township Participation Fee for Each Swim Team Member not a member of the swim club	\$150
Township Participation Fee for Each Swim Team Member with a swim club membership	\$75

Note: Both swim team fees and township participation fees are to be paid in full at time of swim team registration.

XXV. DAY CAMP FEES:

2013 WARRINGTON TOWNSHIP TWIN OAKS SUMMER CAMP FEE SCHEDULE

Week	Date:		Regular Hours Mon.-Fri	Extended Hours Mon.-Fri	Regular Hours MWF or TWTH:	Extended Hours MWF or TWTH:	Regular Hours T / TH:	Extended Hours T / TH:
1	June 17 - 21	Per Child	\$225	\$300	\$135	\$180	\$100	\$120
2	June 24 - 28	Per Child	\$225	\$300	\$135	\$180	\$100	\$120
3	July 1 - 5 (no camp July 4)	Per Child	\$180	\$240	\$135	\$180	\$60	\$60
4	July 8 - 12	Per Child	\$225	\$300	\$135	\$180	\$100	\$120
5	July 15 - 19	Per Child	\$225	\$300	\$135	\$180	\$100	\$120
6	July 22 - 26	Per Child	\$225	\$300	\$135	\$180	\$100	\$120
7	July 29 - Aug. 2	Per Child	\$225	\$300	\$135	\$180	\$100	\$120
8	August 5 - 9	Per Child	\$225	\$300	\$135	\$180	\$100	\$120
8 Week Package		Per Child	\$1,600	\$2,200	\$1,000	\$1,350	\$700	\$850

XXVI. FACILITY USE FEES:

WARRINGTON TOWNSHIP
Facility Reservation Fee Schedule

SINGLE USE
FIELDS AND
SURROUNDING
AREA

1. ATHLETIC FIELDS

TYPE	(R) Fee	(NR) Fee	Conditions
Unlit Fields (weekday)	\$0.00-	\$60.00-	2-hour interval
Unlit Fields (weekend)	\$0.00-	\$100.00-	2-hour interval
Lit Fields (weekday)	\$25.00-	\$150.00-	3-hour interval only
Lit Fields (weekend)	\$60.00-	\$200.00-	3-hour interval only
Unlit Fields	\$50.00	\$100.00	2 hour interval
Lit Fields	\$50.00	\$100.00	3 hour interval only

2. PAVILIONS

TYPE	(R) Fee	(NR) Fee	Conditions
Weekday Use	\$0.00-	\$60.00-	2-hour interval
Weekend Use	\$0.00-	\$75.00-	2-hour interval
	\$30.00	\$50.00	2 hour interval

3. LOWER NIKE
BANDSTAND

TYPE	(R) Fee	(NR) Fee	Conditions
Without Electricity	\$0.00-	\$400.00-	3-hour interval + \$25 each additional hour for NR
With Electricity	\$60.00-	\$460.00-	3-hour interval + \$25 each additional hour for NR
	\$50.00	\$100.00	3 hour interval + \$25 each additional hour for NR

B. SEASONAL AND LEAGUE USE

TYPE	(R) Roster	(NR) Roster Fee
Youth Sports Organizations	\$10 per person/per season	\$25 per person/ per season

Adult Sports Organizations		\$10 per person/per season	\$25 per person/ per season
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- C. **TOURNAMENT FEES** The following are applicable tournament fees for tournaments sponsored by township-based youth sports organizations and out-of-town organizations:

1. TOWNSHIP BASED:

- * Application Fee: No Charge
- * Security Deposit : No Charge
- * Usage Fee: 10% of tournament fee per team scheduled on Township fields
- * Light Use Fee: \$25 per hour, per field
- * Conditions: Payment is due 3 days prior to tournament; teams are verified by schedule

2. OUT-OF-TOWN:

- * Application Fee: \$50 per Tournament
- * Security Deposit : \$100 per Field
- * Usage Fee : 20% of tournament fee per team scheduled on Township fields
- * Light Use Fee: \$25 per hour, per field
- * Conditions: Payment is due 3 days prior to tournament; teams are verified by schedule

- D. TOWNSHIP BUILDING BOARD ROOM:

Four (4) hours or less \$ 50.00

Full Day - More than four (4) hours \$ 100.00.

- E. **SPECIAL EVENTS:** Special event requests such as concerts, benefits, races, courts and other unique events will be reviewed by Township officials to determine whether a particular township facility is the proper venue, and if so, the applicable fees that such an event would entail. Such events must conform to all park regulations and other applicable ordinances related to public safety, zoning and fire regulations to name a few. If the Township determines that for the health, safety and welfare of the residents or participants warrants the use of Police, Auxiliary Police and/or other township staff, the Township will charge a fee based on the salaries of the Township personnel involved.

Proof of residency may be required. Township-based groups must be at least 75% residents (list must be provided, if requested).

XXVII Miscellaneous Recreation Programs Offered by Vendors through the Township's Recreation Department

Cost of recreation program charged to participate to be split - 80% to vendor, 20% to Township.

XXVIII CONSULTANTS – All Consultants mileage rates shall be billed in accordance with the IRS Standard Rate.

A. Township Engineer – Carroll Engineering Corporation – The time charged for Professional services will be the actual number of hours worked. Time spent in travel shall be considered as working time and will be charged accordingly.

\$138.00	--	per hour, Principal Engineer
\$133.00	--	per hour, Department Manager
\$127.50	--	per hour, Professional V
\$122.50	--	per hour, Professional IV
\$114.00	--	per hour, Professional III
\$108.00	--	per hour, Professional II
\$100.00	--	per hour, Professional I
\$94.00	--	per hour, Engineer II
\$84.00	--	per hour, Engineer I
\$108.00	--	per hour, Project Manager II
\$100.00	--	per hour, Project Manager I
\$127.50	--	per hour, Programmer III
\$107.00	--	per hour, Programmer II
\$97.00	--	per hour, Programmer I
\$93.00	--	per hour, GIS Analyst II
\$84.00	--	per hour, GIS Analyst
\$84.00	--	per hour, Technician III
\$71.50	--	per hour, Technician II
\$64.00	--	per hour, Technician I
\$92.00	--	per hour, Party Chief III
\$82.00	--	per hour, Party Chief II
\$71.50	--	per hour, Party Chief I
\$56.00	--	per hour, Instrument Person
\$133.00	--	per hour, Administrator
\$117.00	--	per hour, Systems Administrator
\$110.00	--	per hour, Supervisor
\$84.00	--	per hour, Field Representative III
\$71.50	--	per hour, Field Representative II
\$64.00	--	per hour, Field Representative I
\$78.50	--	per hour, Administrative Assistant
\$61.00	--	per hour, Clerical
\$41.00	--	per hour, Clerk

Time charged for Professional Services will be the actual number of hours worked. Time spent in travel shall be considered as working time & will be charged accordingly. Overtime work required by the client will be billed at 1.5 times the normal hourly charge. During the course of project completion it may be necessary to utilize the services of outside consultants, which will be billed at a rate of cost plus 15 percent.

B. Township Solicitor – William H.R. Casey, Esq.
\$125.00 -- hourly rate

XXIX. MISCELLANEOUS CHARGES

Zoning Ordinance	(available on-line at no charge)	\$50.00 with map
Subdivision and Land Development Ordinance	(available on-line at no charge)	\$50.00
Water and Sewer Spec Books		\$35.00
Stormwater Management Regulations	(available on-line at no charge)	\$35.00
Zoning Map	(available on-line at no charge)	\$24.00
Zoning Map (CAD) on Disk		\$100.00
Township Street Map	(available on-line at no charge)	\$6.00
Growth Management Plan		\$50.00
Transient Merchant/peddler permit		\$25.00
Block Parties (permit required/ no fee required)		\$0.00
Home Occupation Permit		\$50.00 annually
(applicant must file and pay all applicable fees and escrows and be granted a special exception by the Warrington Township Zoning Hearing Board prior to issuance of a Home Occupation permit).		

Professional Services Agreement

(Miscellaneous applications which, in the opinion of the Zoning Officer and/or Building Code Official, require the services of the township engineer or township solicitor, and no escrow is otherwise required)

\$500.00 escrow (single family residential)
\$1,000.00 escrow (all others)

Professional Services - Special Police Services

Police Patrol Officer or Sergeant \$75 per hour

Auxiliary Police Officer \$25 per hour

Open Records Fees

All requests shall be in writing and directed to the Township Manager at the Township Municipal Building, 852 Easton Road during normal business hours Monday through Friday, 8:30 a.m. to 4:30 p.m., with the exception of holidays.

Photocopies of Public Records Request Documents

\$0.25 per page/per side

Photocopies of Plans/sheets larger than 11x17

\$6.00 per page/per side

Mailed photocopies will be charged for postage.

Audio of meeting minutes by CD (Per Resolution 2010-R-25 dated 7.13.10)

\$10.00 per CD

If "True and Correct Certification" is provided, cost will be an additional

\$2.00

If fees are estimated to exceed \$100.00 - prepayment will be necessary

Photographs (Violations, Fires, Etc.)

Black and White

Pictures - Black and White 8 x10	\$6.00 each
Proof Sheets	\$10.00 each
8 x 10 - All Lawyers, Insurance	\$10.00 each
Involved Parties	\$10.00 each
Senior Citizens	\$1.00 each

Color Pictures

Large Prints - 8 x 10	\$15.00 for all
Small Prints - 4 x 6	\$10.00 for all

Photographs on CD (Fire only)

\$5.00 per CD (each CD includes 25 Photographs)
plus \$0.25 for each additional photograph

Return Check	\$35.00
Copy of Fire Incident Report	\$50.00
Police Accident Reports - Reportable	\$15.00
Police Accident Reports - Non-Reportable	\$5.00
Towing Application Permit	\$50.00
Standard Business Mileage Rate	Current IRS Rate
Notary Fee - For Township documents only	\$5 plus \$2 for each additional signature

XXX.	<u>LIQUOR LICENSE TRANSFER</u>	<u>FEE</u>	<u>ESCROW</u>
		\$1,000.00	\$1,000.00

XXXI. Curative Amendment TDR Fees

- Tapping Fees: The capacity portion of the tapping fee for sanitary sewer service and for water service for the development of any of the Properties or for any project utilizing TDRs created under this Stipulation shall be as follows:
 1. Sewer - \$4,400.00/dwelling unit.
 2. Water - \$3,000.00/dwelling unit.

Township agrees that the \$4,400.00 sewer tapping fee per dwelling unit shall not be increased for a period of ten (10) years from the date of this Stipulation and Agreement regardless of whether capacity is provided at the Warminster Plant or the Tradesville Plant. Similarly, the \$3,000.00 water tapping fee shall not be increased for a period of ten (10) years from the date of this Stipulation and Agreement. Urwiler Group and Investments Group shall not be required to pay any additional tapping fees or connection fees for water or sewer as the developers will be responsible for the installation of internal collection/distribution systems and for any necessary extensions of existing facilities. Tapping fees shall be paid on a phase-by-phase basis for the number of units contained within each such phase at the time of posting of financial security for such phase.

- Recapture: Township acknowledges and agrees that Investments Group and/or Urwiler Group, their heirs, successors and assigns, shall be entitled to reimbursement in accordance with the provisions of Act 203 of 1991 and Section 507.1-A of the MFC for the costs of any facilities which are developed at their expense when such facilities are utilized to serve another property or properties. Township agrees to collect such sums as are due for reimbursement from subsequent users of such facilities and in consideration of its collection efforts Township shall be permitted to retain ten (10%) of all sums collected as an administration fee.
- Impact Fees: Investments Group and Urwiler Group shall not be required to pay any "impact" fees to the Township except as specifically set forth in this Stipulation and Agreement, regardless of whether such fees are presently required under the Zoning Ordinance, SALDO or the Township's Fee Schedule, and regardless of any subsequent amendments to the Zoning Ordinance, SALDO or the Township's Fee Schedule.

Fee in lieu of open space: Investments Group and Urwiler Group, pursuant to a separate agreement with the owners of the Camp Tract agree to contribute \$350,000.00 toward the cost of acquisition of the Camp Tract. In addition, in connection with the development of any of the Properties and/or the use of any of the TDRs, a fee in the amount of \$3,000.00 per dwelling unit shall be paid to the Township as a contribution in lieu of open space, which fee shall be used for the acquisition and preservation of open space. The fee shall be payable at the time of issuance of each building permit for the Properties or any project utilizing TDRs created under this Stipulation and Agreement.

Park and Recreation Contribution: In lieu of providing active open space lands and/or active recreational facilities, the developer of each of the Properties shall pay to the Township a contribution in the amount of \$975.00 per dwelling unit and per TDR. Such contribution shall be paid at the time of issuance of each building permit for the Properties or any project utilizing TDRs created under this Stipulation and Agreement.

Contribution for Traffic Improvements

1. Investments Group and Urwiler Group shall pay to the Township the total sum of Sixty Thousand Dollars (\$60,000.00) which shall be utilized by Township to construct traffic improvements. Payment of this sum shall be made to the Township within sixty (60) days of full execution of this Stipulation. In the event of a final judicial determination that this Stipulation or any ordinance enacted in furtherance of the provisions of this Stipulation are declared invalid and/or unenforceable, Township shall repay the full amount within sixty (60) days of such final determination.
2. Urwiler Group and Investments Group shall pay to the Township a contribution of \$250.00 per lot payable at the time of building permit issuance for each lot developed on the Properties. This contribution shall be used by the Township for traffic improvements.

Construction Codes: The codes which shall be applied to the construction of buildings on any of the Properties shall be the codes in effect in Warrington Township on the date submission of preliminary plans for the development in which the building is located.

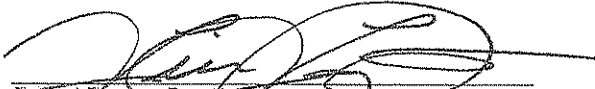
XXXII.	RIGHT OF WAY (including Paper Street) VACATING	<u>FEE</u>	<u>ESCROW</u>
		\$500.00	\$1,000.00

RESOLVED this 14th day of May 2013

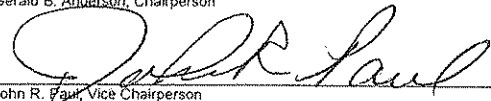
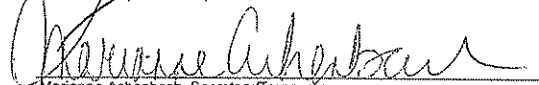



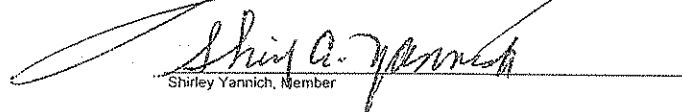
Warrington Township
Board of Supervisors

Attest:


Timothy J. Tiepenman, Township Manager

Absent
Gerald B. Anderson, Chairperson


John R. Paul, Vice Chairperson

Marianne Achenbach, Secretary/Treasurer


Matthew W. Hallowell, Sr, Member

Shirley Yannich, Member

May 14, 2013
Date

ATTACHMENT “H”

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

May 10, 2013

MEMO TO: BOARD OF SUPERVISORS

FROM:  TIMOTHY J. TIEPERMAN

RE: 2013-14 BUCKS COUNTY CONSORTIUM FUEL BIDS

Upper Southampton Township handles the annual fuel bids on behalf of the Bucks County Consortium. Township officials there opened the electronic bids via PennBid on April 10, 2013 at 11:00 a.m. They forwarded the bid results to each of the participating municipalities, of which Warrington was one.

Public Works has reviewed the bid results and is recommending market fluctuation pricing to following businesses:

Low Bidder	Fuel Type	Amount ¹
Riggins Inc.	Unleaded Regular Gasoline	\$0.1450 per gallon
Riggins Inc.	On-Road Ultra Low Sulfur Diesel	\$0.1450 per gallon
Riggins Inc.	Diesel Winterizer Additive	\$0.0300 per gallon
Farm & Home Energy	#2 Heating Oil	\$0.1800 for < 6,000 gallons
Superior Plus Energy Services	Propane	\$0.4800 per gallon

Attached is the backup information provided by Carl Sames.

Enclosure(s)

xc: Barry P. Luber, CFO
Public Works Director
William H.R. Casey, Esq

¹ Note that the per gallon amount is basically the delivery cost for the fuel as the actual price per gallon that the Township pays will be based on market conditions at time of delivery.