REGULAR SCHOOL BOARD MEETING **April 8, 2014**
CENTRAL BUCKS SCHOOL DISTRICT

Dr. Weitzel thanked Director Jaime Rogers and the Lenape Chamber Choir for performing before the Board meeting.

The Central Bucks Board of School Directors held its meeting on Tuesday, April 8, 2014 in the Board Room of the Educational Services Center with President Paul Faulkner presiding. The meeting was called to order by President Faulkner at 7:34 p.m., followed by the Pledge of Allegiance.

BOARD MEMBERS PRESENT
Paul Faulkner, President; Stephen Corr, Vice President; James Duffy, John Gamble, Joseph Jagelka, Geryl McMullin, Tyler Tomlinson, Kelly Unger, Jerel Wohl

ADMINISTRATORS PRESENT
Dr. David Weitzel, Dr. Nancy Silvious, Scott Kennedy, Gilbert Martini, David Matyas, Dale Scafuro, Edward Sherretta

ALSO PRESENT
Sharon Reiner, School Board Secretary

APPROVAL OF MINUTES
Motion by John Gamble, supported by Joseph Jagelka, to approve the minutes of the March 25, 2014 school board meeting.

Motion Approved 9-0.

PUBLIC COMMENT
There was no Public Comment.

SUPERINTENDENT'S REPORT
Before the presentation Dr. Weitzel commented that Mr. Jared Hottenstein, 5th grade teacher at Jamison Elementary School, was recently nominated by a Jamison parent and chosen as Bucks County Teacher of the Year by the Bucks First Federal Credit Union and Bucks County Intermediate Unit.

Using Technology to Strengthen Teaching Science in the Elementary Classroom
Dr. George Mehler, K-12 Science Education Supervisor, and Mr. Jared Hottenstein, highlighted different websites such as LearningScience.org, YouTube Channel: WeatherDemos and YouTube Channel: FunScienceDemos used in Central Bucks in support of science education. These websites provide a variety of online science resources for students. Board members viewed various science videos and also science videos created by CB teachers.

CONSTRUCTION CONTRACTS, DEVELOPMENT AGREEMENTS, AND DESIGN SERVICES

Motion by Joseph Jagelka, supported by James Duffy, to approve a change order to Boro Construction for exterior wall repairs at CB East in the amount of $26,484.51.

Motion Approved 9-0.

Motion by Joseph Jagelka, supported by Kelly Unger, to approve a Development Agreement and Escrow Agreement with Buckingham Township for the construction of the CB East Stadium. (Attachment A).

Motion Approved 9-0.

Motion by Stephen Corr, supported by Joseph Jagelka, to award a contract to RT General Construction for roof replacement at Gayman Elementary School in the amount of $203,200.

Motion Approved 9-0.

Motion by Stephen Corr, supported by John Gamble, to award a contract to Pro Com Roofing Corp. for roof replacement at Central Bucks High School – East in the amount of $668,000.

Motion Approved 9-0.

SCHOOL BOARD POLICIES FOR APPROVAL

Motion by Stephen Corr, supported by Kelly Unger, to bring School Board Policy 113.1 – Discipline of Students with Disabilities, School Board Policy 220 – Student Expression, and School Board Policy 913 – Relations with NonSchool Organizations/Groups/Individuals off the table.

Motion Approved 9-0.

Motion by Stephen Corr, supported by Kelly Unger, to approve School Board Policy 113.1 – Discipline of Students with Disabilities, School Board Policy 220 – Student Expression, and School Board Policy 913 – Relations with NonSchool Organizations/Groups/Individuals.

Motion Approved 9-0.

PERSONNEL ITEMS

Motion by Stephen Corr, supported by James Duffy, to approve resignations, retirements, and unpaid leaves of absence; appointments, long-term per diem substitute teachers, classification changes, and community school staff.

RESIGNATIONS

Name:	Namratha Anumula
Position:	IT Technical Specialist – Educational Services Center
Effective:	April 4, 2014

Name: Dawn Denisi Greco
Position: Personal Care Assistant – Bridge Valley Elementary School
Effective: March 21, 2014

Name: Katherine Helm
Position: Special Education teacher – Central Bucks High School – West
Effective: April 10, 2014

Name: Tara Schmucker
Position: Mathematics teacher – Central Bucks High School – West
Effective: June 25, 2014

RETIREMENTS

Name: Carol Copland
Position: Librarian – Doyle Elementary School
Effective: June 30, 2014

Name: Catherine Gardner Eisgrau
Position: Elementary teacher – Butler Elementary School
Effective: June 25, 2014

Name: Brenda Hendrickson
Position: English teacher – Central Bucks High School – East
Effective: June 25, 2014

Name: Carol Kalbach
Position: Music teacher – Linden Elementary School
Effective: June 25, 2014

Name: Patricia Kennedy
Position: Special Education Assistant – Titus Elementary School
Effective: June 20, 2014

Name: Patricia Ruane
Position: Elementary teacher – Buckingham Elementary School
Effective: June 20, 2014

UNPAID LEAVES OF ABSENCE

Sarah Coyle — Special Education teacher – Barclay Elementary School
April 21, 2014 – August 26, 2014

Dawn Curran — English teacher – Central Bucks High School – West
August 26, 2014 – August 2015

Jennifer Leonard	Elementary teacher – Cold Spring Elementary School September 18, 2014 – August 2015
Lynn Reigner	Elementary teacher – Buckingham Elementary School May 15, 2014 – October 10, 2014
Heather Vail	School Psychologist – Kutz/Pine Run Elementary Schools June 3, 2014 – August 26, 2014

APPOINTMENTS

Name: Robert Argue
Position: Bus Driver – Transportation Department
$20.35 per hour
Effective: March 26, 2014

Name: Sandra Chauncey
Position: Bus Driver – Transportation Department
$20.35 per hour
Effective: March 26, 2014

Name: Joseph Piselli
Position: Assistant Principal – Central Bucks High School – South
$106,500
Effective: July 14, 2014

Name: Lester Strouse
Position: Bus Driver – Transportation Department
$20.35 per hour
Effective: March 26, 2014

Name: Nelson Torres
Position: Bus Driver – Transportation Department
$20.35 per hour
Effective: March 26, 2014

Name: Daniel Vaughn
Position: Bus Driver – Transportation Department
$20.35 per hour
Effective: March 26, 2014

Name: Sara Vessichelli
Position: Temporary Special Education Assistant – Central Bucks High School – West
$13.74 per hour
Effective: April 7, 2014

LONG-TERM PER DIEM SUBSTITUTE TEACHERS

Name:	Thomas Boyd
Position:	Mathematics teacher – Unami Middle School $19.75 per hour
Effective:	March 12, 2014

Name:	Nicole Lancellotti
Position:	Elementary teacher – Kutz Elementary School $19.75 per hour
Effective:	April 10, 2014

Name:	Kaitlin McGregor
Position:	Special Education teacher – Barclay Elementary School $19.75 per hour
Effective:	April 20, 2014

Name:	Lauren Woodson
Position:	Mathematics teacher – Unami/Lenape Middle Schools $19.75 per hour
Effective:	March 17, 2014

CLASSIFICATION CHANGES

Name	From	To	Effective Date
Joanne Schmidt	Special Education Assistant Kutz $13.74 Per Hour	Temp PCA Kutz $12.14 Per Hour	4/2/14 – 6/14

COMMUNITY SCHOOL STAFF

Name	Position/Location	Rate
James McLeod	Lesson Instructor/East	$7.75 per hour

Motion Approved 9-0.

STUDENT ITEMS

Motion by John Gamble, supported by Jerel Wohl, to approve the following student trips:

- CB East AP European History classes to travel to New York on May 23, 2014.
- CB East Scholar's Bowl Team to travel to Alexandria, VA and possible sightseeing in Washington, D.C. on May 30 – June 1, 2014.
- CB East Wrestling team to travel to Quarryville, PA on December 5-6, 2014.
- CB East Wrestling team to travel to Carlisle, PA on December 12-13, 2014.
- CB East Wrestling team to travel to Harrisburg, PA on January 10, 2015.

Motion Approved 9-0.

INFORMATION/DISCUSSION ITEMS
Sabbatical Leaves of Absence were included as an information item to the Board.

There being no further business before the Board, motion by Tyler Tomlinson, supported by John Gamble, to adjourn at 8:07 p.m.

Motion Approved 9-0.

Respectfully submitted,

Sharon L. Reiner

Sharon L. Reiner
Board Secretary

Prepared by and return to:
Craig A. Smith, Esquire
Smith & Porter, P.C.
301 South State Street
Newtown, PA 18940
215-860-2171

CPN #s: 6-14-12 and 6-14-100-1

LAND DEVELOPMENT AGREEMENT

DEVELOPER	**CENTRAL BUCKS SCHOOL DISTRICT**
AMOUNT OF SECURITY	**$1,305,046.77**
NAME OF DEVELOPMENT	**CENTRAL BUCKS EAST HIGH SCHOOL STADIUM and ATHLETIC FIELD IMPROVEMENTS**

THIS AGREEMENT made this day of , 2014, by and between CENTRAL BUCKS SCHOOL DISTRICT, a School District created pursuant to the laws of the Commonwealth of Pennsylvania, maintaining its principal place of business at 20 Welden Drive, Doylestown, PA 18901 (hereinafter called the "Developer") and the TOWNSHIP OF BUCKINGHAM, a Second Class Township authorized and existing under the laws of the Commonwealth of Pennsylvania, maintaining a business address at 4613 Hughesian Drive, P.O. Box 413, Buckingham, Pennsylvania 18912 (hereinafter called the "Township").

W I T N E S S E T H:

WHEREAS, a land development plan for "Central Bucks East High School - Stadium and Athletic Fields," prepared by Gilmore & Associates, Inc., dated November 10, 1999, last revised March 7, 2014 (hereinafter the "Plan") on land located at the intersection of Anderson Road and Holicong Road in Buckingham Township, Bucks County, Pennsylvania, has been reviewed by the Township Planning Commission, and finally approved by the Buckingham Township Board of Supervisors at their public meeting held October 14, 2009, as memorialized in a letter from the Township Solicitor to Scott Kennedy, dated November 19th, 2009 (hereafter "Final Approval"); and

WHEREAS the Final Approval was appealed to the Court of Common Pleas of Bucks County, which by Order dated April 19th, 2011 denied the Appeal and affirmed the Final Approval; and

WHEREAS the April 19th, 2011 Order of the Court of Common Pleas of Bucks County was appealed to the Commonwealth Court, which by Order dated March 8th, 2012 denied the Appeal and affirmed the April 19th, 2011 Order of the Court of Common Pleas of Bucks County; and

WHEREAS, the Plan shows the development of a new athletic stadium on Tax Map Parcel No. 6-14-12 and existing athletic fields on Tax Map Parcel No. 6-14-100-1. TMP No. 6-14-12 (hereinafter "Stadium Tract") currently contains the Central Bucks East High School and Holicong Middle School buildings and associated athletic facilities, parking and stormwater management facilities. TMP No. 6-14-100-1 (hereinafter "Athletic Fields Tract") was a tract that CBSD

acquired by a Declaration of Taking filed on September 14, 1994 and currently uses as athletic fields (the Athletic Fields Tract and Stadium Tract are hereinafter collectively referred to as the "Real Estate"); and

WHEREAS, the Real Estate, legal descriptions of which are attached hereto as Exhibit "A", is located within the I - Institutional District under Buckingham Township's Zoning Ordinance; and

WHEREAS, Developer shall proceed to construct the development in accordance with the "Central Bucks East High School Stadium and Athletic Fields Final Land Development Plan" (36 Sheets) dated November 10, 1999, last revised March 7, 2014, prepared by Gilmore & Associates, Inc. (hereinafter "Gilmore") and clarified by the following supporting documentation:

- "Post-Construction Stormwater Management Report and Erosion & Sedimentation Control Report for Central Bucks East High School Stadium and Athletic Fields," prepared by Applicant's Engineer, dated November 10, 1999, last revised May 1, 2009;
- "Addendum for the Post Construction Stormwater Management Report," prepared by Applicant's Engineer, dated September 4, 2009;
- Revised Final Plan Waiver Request List prepared by Applicant's Engineer, dated May 1, 2009;
- Amendment to Revised Final Plan Waiver List prepared by Applicant's Engineer, dated June 9, 2009;
- Project Information Package prepared by Applicant's Engineer, dated May 1, 2009, containing the following:
    - Athletic Field Cut/Fill Analysis
    - Stadium Cut/Fill Analysis
    - Traffic Management Plan
    - Sanitary Sewer Agreement
    - Swimming Pool Backwash Procedure

- Safety Data Sheets
- Existing Tree Tabulation;

- Traffic Impact Study prepared by Horner & Canter Associates, Inc., dated January 18, 2000, updated April 17, 2009;

- Itemized Response Letter prepared by Applicant's Engineer, dated May 7, 2009;

- Supplemental Stormwater Management information summarizing pre-development (1967) conditions received by Knight Engineering, Inc. (hereinafter "Township Engineer") on June 2, 2009; and

- Letter Revising Stormwater Calculations to include 2.31 acres of parking, prepared by Applicant's Engineer, dated September 8, 2009; and

- "Holicong Infiltration System Expansion Central Bucks East High School" Plan prepared by Gilmore & Associates, Inc., dated March 26, 2014; and

- Hydrograph Summary Report and Pond Report titled "Expansion of Holicong Infiltration System for Central Bucks East High School" prepared by Gilmore & Associates, Inc., dated March 26, 2014.

(hereafter collectively "Site Plans"); and

WHEREAS, a listing of the improvements to be constructed by Developer is attached hereto as Exhibit "B" (hereafter "Improvements"); and

WHEREAS, the Township desires that the Developer deposit with the Township an irrevocable Letter of Credit drawn to the order of the Township upon TD Bank, N.A., cash or such other security as the Board of Supervisors shall approve in the amount of ONE MILLION THREE HUNDRED FIVE THOUSAND FORTY-SIX AND 77/100 DOLLARS ($1,305,046.77) to guarantee to the Township and assure the completion of the Improvements as set forth in

a letter from the Township Engineer to the Township Solicitor dated March 25, 2014 (Exhibit "C"); and

WHEREAS, the Township is willing to permit Developer to commence said construction upon the execution of and compliance with this Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the approval by the Township of Developer's request to commence construction of the Improvements to "Central Bucks East School Stadium and Athletic Fields" by the issuance of a building permit, and upon compliance by the Developer with the terms and conditions hereof, Developer, intending to be legally bound, covenants and agrees with the Township to the following:

A. FINANCIAL SECURITY:

1. SECURITY - In order to insure the construction of the Improvements referred to hereinabove, the Developer shall deposit with the Township the sum of ONE MILLION THREE HUNDRED FIVE THOUSAND FORTY-SIX AND 77/100 DOLLARS ($1,305,046.77), in an irrevocable Letter of Credit drawn to the order of the Township upon TD Bank, N.A., or post such other security as the Township's Board of Supervisors shall approve for the purpose of guaranteeing that the Developer shall fully complete the Improvements set forth on the Site Plans, Exhibit "B" hereto, as required by the Township's rules and regulations, and this agreement (hereinafter referred to as the "Deposit"). The original Letter of Credit and all succeeding Letters of

Credit must be in the form attached hereto as Exhibit "D" or other form satisfactory to the Township Solicitor and must be approved by him or her in writing before delivery to the Township. Renewal Letters of Credit containing the same terms as the original Letter of Credit may be presented directly to the Township without the Township Solicitor's approval.

2. DEPOSIT AN ESTIMATE - The Deposit is only an estimate of the cost of completion of the Improvements and under no circumstances is it to be construed as a limitation of Developer's obligations for construction of the Improvements. In the event that the Deposit is inadequate to cover the cost of Improvements, as determined reasonably by the Township Engineer, as set forth in the Municipalities Planning Code Section 509, found at 53 P.S. 10509, Developer shall increase the amount of the Deposit as required by the Township for the purpose set forth above.

3. PAYMENT OF FEES, COSTS AND DEPOSIT A PRECONDITION TO TOWNSHIP SIGNING AGREEMENT - Prior to the execution of this contract by Township, or the issuance of any building or other permit for any construction or other activity on the Real Estate, Developer shall deliver acceptable financial security in the amount determined pursuant to Paragraph 1 above to the Township; and shall have tendered all fees required by this Agreement and the Township fee schedule, including the payment of costs for legal, administrative and engineering expenses incurred by the Township.

4. USE OF LETTER OF CREDIT - If a letter of credit is used to post the financial security required pursuant to paragraph 1, it shall contain terms

that provide for an automatic renewal until such time as the Improvements are completed and accepted by the Township. It shall be the Developer's obligation to see to it that the letter of credit does not expire without replacement thereof. At least 30 days prior to the termination date on any letter of credit, Developer shall provide a new or renewed letter of credit or other security, acceptable to the Township Solicitor. Failure to meet the foregoing obligation shall entitle the Township to stop all work on the job, and to refuse building permits and occupancy permits until such time as proper security is posted. In addition, if Developer does not provide a new or renewed letter of credit or other security at least 30 days prior to the termination date on any letter of credit, that shall constitute a default hereunder and the Township may proceed against the existing security posted hereunder for the cost of completion of the Improvements and engineering, legal and other fees as elsewhere provided in this Agreement. If a new letter of credit is posted the Township will return the prior letter of credit to the Developer promptly.

5. REDUCTIONS IN AMOUNT OF DEPOSIT - It is agreed that a percentage of the Deposit will be released as portions of the Improvements described in the Agreement are completed. Upon written request of Developer to the Township and upon certification by the Township Engineer that a specific percentage or dollar amount of the Improvements has been installed, a release shall be executed. Each request for release of funds shall state the nature of the Improvement(s) completed, dates and amounts of previous releases, amount of security remaining as well as any other information

required by the Township. Each release of security (originally provided at one hundred percent (100%) of the estimated construction cost, plus ten percent (10%) contingency, plus an inflationary factor) shall not exceed ninety five percent (95%) of the estimated cost of construction in place. With each release shall be added a sum as a pro-rata share of the inflation factor. The first ONE HUNDRED THOUSAND Dollars ($100,000.00) due to be so released shall not be released but shall be retained as security for any necessary expansion to the Holicong Infiltration System. Such security shall be retained through the Maintenance Period (hereinafter defined) and returned in accordance with paragraph 9 hereof. That amount and the remaining fifteen percent (15%), being five percent (5%) of the construction cost plus the ten percent (10%) contingency, shall be retained until certification by the Township Engineer of the satisfactory completion of all Improvements (including the Maintenance Period).

Upon completion of the Improvements, the remaining Deposit, other than provided above, shall be returned to the Developer after the Township Engineer has filed with the Township a Certificate of Completion, and only after release of same is approved by the Board of Supervisors of the Township.

6. INTEREST TO BELONG TO TOWNSHIP All interest, if any, earned on all cash deposits either in the ESA account (hereinafter defined) or resulting from a Letter of Credit posted for Improvements, if it is cashed in, shall inure to the benefit of the Township and shall belong to the Township.

7. MAINTENANCE FUND - Release of the remaining portion of the above Deposit shall be conditioned upon the Developer depositing with the Township either cash or a new irrevocable Letter of Credit in the amount of TWO HUNDRED NINETY-FIVE THOUSAND SEVEN HUNDRED FIFTY-SEVEN AND 02/100 DOLLARS ($295,757.02) for the maintenance of the Improvements, as set forth herein; security for any necessary expansion to the Holicong Infiltration System; and payment of all bills incurred by the Township for engineering, legal and administrative services either prior to acceptance of the completed Improvements, or during the maintenance period, or following the eighteen (18) month maintenance period ("the Maintenance Fund"). The Maintenance Fund is to guarantee that the Developer shall, for eighteen (18) months from the acceptance of the Improvements, complete any necessary expansion to the Holicong Infiltration System, repair any defects in the structural integrity of the Improvements or in the functioning of the Improvements in accordance with the design and specifications depicted on the Site Plan and that the Developer will commence the work within ten business days from the time of notice (except in case of an emergency requiring immediate attention, in which instance no prior notice shall be required from the Township) from the Township of the need to complete any expansion to the Holicong Infiltration System and/or to repair any defects in the structural integrity or in the functioning of the Improvements and, upon default, the Township may make such repairs and do anything necessary to maintain such construction and recover the expense and cost thereof from the Developer or its

surety together with 20% of such cost as the Township's administrative fee. This cash maintenance fund with a bank or savings institution located in Pennsylvania or Letter of Credit on a reputable Pennsylvania bank must likewise be in a form satisfactory to the Township Solicitor and approved by him in writing before delivery to the Township.

8. TERM OF MAINTENANCE FUND The maintenance cash fund, or maintenance Letter of Credit shall be for a term of twenty-one (21) months from the date the Board of Supervisors of the Township releases the Letter of Credit. This term consists of eighteen (18) months of maintenance and three (3) months for:

(a) The Developer to notify the Township Engineer following the expiration of eighteen (18) months to inspect the site;

(b) The Township Engineer to inspect the site and file his report with the Supervisors;

(c) The Supervisors to meet and act upon the Engineer's certification.

(Hereinafter and hereinbefore the "Maintenance Period".)

9. RETURN OF MAINTENANCE FUND - The maintenance cash fund or Letter of Credit shall be returned to the Developer after the twenty-one (21) month period has run and only after:

(a) The Developer has advised the Township in writing that the eighteen (18) month period has expired and that the Improvements are still complete and/or have been repaired;

(b) The Township Engineer has filed with the Township a certificate that the Improvements set forth in Exhibit "A" are still in acceptable condition; and

(c) The Board of Supervisors approves of its release.

10. TOWNSHIP RIGHT TO PROCEED AGAINST MAINTENANCE FUND AFTER EXPIRATION OF 18 MONTHS - The Township may proceed against the fund after the eighteen (18) month period has expired for repairing any defects which first appear within the eighteen month maintenance period and for unpaid engineering, legal and Township administrative expenses occurring in connection with the Development by impounding the cash or filing an averment of default with the issuing bank or savings and loan association for the fund or Letter of Credit in its possession provided that seven (7) days prior written notice of such defects or unpaid expenses has been provided to Developer and Developer has failed to cure such unpaid expense or to commence and diligently pursue the cure of such defects.

B. COORDINATION WITH TOWNSHIP ENGINEER:

11. PRE-CONSTRUCTION MEETING - Prior to work beginning on the Improvements, a pre-construction meeting shall be scheduled by the Township with representatives of Developer, including Developer's contractor(s) and all subcontractors who will be performing the site improvement work. The pre-construction meeting will be scheduled as soon as possible after this Development Agreement is executed, Record Plans filed, the financial securities required herein are in place, the insurance required herein is in place, and before any site work is initiated or a building or other permit for any construction or other activity on the lot is issued.

12. NOTICE TO ENGINEER - Developer shall notify the Township Engineer in writing as least forty-eight (48) hours in advance of the commencement of any work. In no event shall road construction or other Improvements, subject to inspection by the Township Engineer, be commenced without forty-eight (48) hours prior notice in writing to the Township Engineer and the Township Manager. The Developer shall reimburse to the Township the cost of the Township Engineer's inspections. The Township agrees to direct the Township Engineer to make his inspections as promptly as possible so as not to unreasonably delay the progress of the Developer's completion of the Improvements, but the Township makes no guarantee as to the timing or scheduling for the Engineer to accomplish inspection. Developer agrees that such inspections shall include inspection of those portions of the various structures, if any, which were approved by the Pennsylvania Department of Environmental Protection ("DEP").

C. DEVELOPER'S WORK AND IMPROVEMENTS:

13. CONFORMITY WITH REQUIREMENTS AND SPECIFICATIONS - Developer shall construct or cause to be constructed, at its own expense and without any expenses or cost whatsoever to the Township, all Improvements specified in set forth on the Site Plans, Exhibit "B" hereto, as required by the Township's rules and regulations, and this agreement, including but not limited to, all paving, curbing, grading, water, drainage facilities, storm water facilities and incidental drainage facilities, erosion controls, fencing,

landscaping, lighting, and traffic controls related to Developer's use of the Real Estate. Said Improvements shall be completed in conformity with Township's requirements and specifications in a satisfactory manner. Township's obligation to issue all necessary permits to permit Developer to construct the Improvements depicted on the Site Plans is conditioned upon:

(a) Developer complying with all applicable laws including but not limited to, the Zoning Ordinance, the Subdivision and Land Development Ordinance, Road and Street Specifications, the BOCA Code or its successor, where applicable, the requirements of the Pennsylvania Department of Transportation ("PaDOT"), the Rules and Regulations of DEP, all federal and state statutes and regulations, the Site Plans; and the Pennsylvania Municipalities Planning Code, as it may be amended from time to time;

(b) Developer properly filing for and obtaining all permits necessary to complete the Improvements together with all appropriate fees;

(c) Compliance with all of the written Township Land Development and Subdivision Approvals; the final approval memorialized in the letter from the Township Solicitor to Scott Kennedy, dated November 19th, 2009; the review letter(s) issued by Knight Engineering, Inc., Castle Valley Consultants, Inc., Landscape Review Consultants, the Bucks County Planning Commission, and, where applicable, the Bucks County Conservation District, the Buckingham Township Fire Marshall, the Buckingham Township Police Department, the Buckingham Township Park and Recreation Committee, DEP, PaDOT, and the Environmental Assessment Committee - Site Analysis Review, unless portions of those letters or approvals have been expressly waived by the Township or have been superceded by later letters (the parties agree that the aforesaid approvals and letters are incorporated herein by reference as though more fully set forth herein);

(d) Developer complying with all provisions of this Agreement.

14. PLANS INCLUDED IN AGREEMENT – The Site Plans, specifications, supporting documentation and other documents showing details as required by the Ordinances of the Township are hereby submitted as part of this Agreement and incorporated herein by reference as though more fully set forth herein.

15. PERFORM ALL WORK IN A FIRST-CLASS MANNER - Developer shall erect all structures on the site and perform all other work in a first-class manner to the reasonable satisfaction of the Township Engineer and in accordance with the Site Plans filed with the Township, Exhibit "B", all Township ordinances, rules and regulations and all rules and regulations of DEP.

16. TOWNSHIP ENGINEER'S RIGHT TO STOP WORK - All work shall be done in accordance with the Site Plans, Exhibit "B" hereto, as required by the Township's rules and regulations, and this agreement. The Township Engineer is hereby granted the right to stop any of the work being done on the Improvements if the Engineer finds any work is not being done strictly in accordance with Site Plans previously referred to, or this Agreement.

17. REMOVAL OF DEFECTIVE MATERIALS - Developer covenants and agrees that in the event any materials used in construction shall be rejected or disapproved by the Township Engineer as defective, unsuitable, not done in a good and workmanlike manner, not completed in accordance with the ordinances, resolutions and specifications of the Township, the Site Plans, and

the materials submitted to and approved by DEP, or done without appropriate inspection, then the materials shall be removed and replaced with other approved materials, and the labor shall be done anew to the reasonable satisfaction and approval of the Township Engineer at the cost and expense of the Developer.

18. ROADWAY IMPROVEMENTS - No roadway improvements shall be constructed between November 1 and March 15 without the consent of the Township Engineer, which will not be unreasonably withheld. No off-site work shall commence until a schedule of the work to be done has been submitted by the Developer and approved by the Township Engineer. In the event the Developer is required to obtain approval from PaDOT for any roadway improvements and such approval has not heretofore been obtained, Developer shall first submit its application to the Township for approval of the Township Engineer. The Township agrees that once approved by the Township Engineer, it will forward any such application to PaDOT for consideration.

19. GRADING PLAN - It is also agreed that the property included in the Land Development shall be adequately drained so as to eliminate any nuisance occurring by the accumulation of surface waters thereon, or adjacent thereto. In no event shall the final grading permit or allow a pooling or accumulation of water twenty-four hours after a rain ceases, except in a wetlands area or recharge basin. Should any neighboring property owner establish that the amount of and rate at which stormwater goes onto neighboring properties is not at a rate and amount less than what it was in 1994, then the expansion of

the Holicong Infiltration System as shown on the Plan prepared by Gilmore & Associates, Inc., dated March 26, 2014 shall be constructed.

20. SWALES - Where grading is such that surface water drains along a swale or ditch across the Real Estate, a declaration of restrictive covenants enforceable by the Township shall be recorded containing a restriction requiring that no change in grade will be permitted in the line of such swale or ditch nor any obstruction be placed in such a way as to interfere with surface drainage within or along such swale or ditch.

21. BARRICADES - Developer agrees to maintain barricades during the course of construction to provide all reasonable protection to the traveling public and to maintain such warning lights or flares as are necessary for this purpose.

22. ADJOINING STREETS TO BE KEPT FREE OF CONSTRUCTION DEBRIS - It shall be the responsibility of the Developer to maintain the streets adjoining the Development in a clean condition free of mud, dirt or other construction debris. In the event that the Township is required to remove, mud, dirt or any substance from the roads because of the Developer's failure to do so, the Developer hereby agrees to reimburse the Township for any cost incurred.

23. DISPOSAL OF DEBRIS - Developer will be responsible for the discarding of waste materials such as building materials, papers, cartons and the like (whether discarded by it or others employed by it or by others engaged in the delivery of the aforesaid materials, and the construction of the

Improvements) and agrees to prevent the same from being buried on the Real Estate or deposited, either by being thrown or blown upon any land adjacent to, or within, the vicinity of the Improvements. Developer shall be responsible to remove trash and waste material from the Real Estate as frequently as necessary to maintain the Improvements in a neat and tidy fashion.

24. STREET SIGNS - Street signs such as speed limit, no parking, and the like; as well as the posts on which they are erected, shall be paid for by the Developer. All signs shall be posted before occupancy permits are issued. All signs shall be PaDOT approved, if necessary, and shall be posted as determined by PaDOT or as shown on the Site Plans.

25. BLASTING - In the event that any blasting is required for the installation of any Improvements, any and all required permits shall be obtained from the appropriate State, County, Township and Federal officials prior to the commencement of any blasting activities. No blasting shall be undertaken in violation of Section 9.38.E of the Buckingham Township Subdivision and Land Development Ordinance, as amended. Furthermore, if any blasting is to take place, the Developer shall notify the Township at least five (5) days prior to the date of blasting as to when the blasting activity shall commence. All adjacent property Owners shall be notified of the Developer's intentions to blast at the time of filing for the necessary permits. The Developer shall once again notify the adjacent property owners at least five (5) days prior to the date of the commencement of blasting activities. Furthermore, if the Developer shall require blasting on the site, the blasting

company shall deposit with the Township Manager, prior to requesting permits to allow blasting, a second certificate of insurance naming the Township of Buckingham, the Township Engineer and the Township's Water and Sewer Engineer as additional insured with a specific reference to blasting activities, and the amount of insurance shall be the same amount of insurance as is required by paragraph 27 of this Agreement. Furthermore, prior to the undertaking of any blasting, Developer shall execute a blasting agreement in the form attached hereto as Exhibit "E".

26. "AS-BUILT" - Developer shall supply "as-built" drawings to the Township covering all of the Improvements within the land development including all construction details, specifications and other information required by the Township. The "as-built" drawings shall be certified and sealed by a qualified engineer and shall be supplied within thirty days after completion of construction.

D. DEVELOPER'S INSURANCE AND INDEMNITY:

27. INSURANCE - Developer will maintain in full force and effect during the period of construction and installation of the Improvements contemplated under this agreement and the period of maintenance thereof, policies of liability insurance insuring and constituting the primary insurance for Developer, the Township, its employees and its professionals (the Township Engineer, the Township Solicitor, the Township Planner and the Township Landscape Consultants) from liability for personal injury and property damage claims and

will have Township and its professionals named as additional named insured in each of the following type policies and to provide the following coverages:

(a) Bodily Injury and Property Damage Liability:

$2,000,000.00 coverage per occurrence for personal injury liability;

$2,000,000.00 coverage per occurrence for property damage liability;

$4,000,000.00 aggregate limit of insurance.

(b) Personal and Advertising Injury:

$1,000,000.00 coverage per occurrence.

$2,000,000.00 aggregate limit of insurance

(c) Automobile Liability:

$1,000,000.00 coverage per occurrence for personal injury liability;

$200,000.00 coverage per occurrence for property damage liability;

$2,000,000.00 aggregate limit of insurance

(d) Workmen's Compensation Insurance:

Statutory Limits

The Developer shall provide the Township proof of the required insurance. If the Developer offers a certificate of insurance as proof of the required coverage, the insurance certificate(s) issued on behalf of the Township shall not include the following language or similar language:

> THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS ON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUE INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Nor shall the certificate contain language to the effect that: "If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If Subrogation is waived, subject to the terms and conditions of the policy, certain polices may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)." Rather such certificate shall specifically confer rights upon the Township to rely upon and enforce the rights and insurance coverages represented on the certificate. The certificate shall also contain the following statement:

> IT IS A CONDITION OF THE ABOVE DESCRIBED POLICIES THAT THEY WILL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT, FOR AN ADDITIONAL PERIOD OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE THEREOF, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE WE NOTIFY BUCKINGHAM TOWNSHIP IN WRITING, AT 4613 HUGHESIAN DRIVE, P.O. BOX 413, BUCKINGHAM, PENNSYLVANIA 18912 VIA REGISTERED MAIL, OR OTHER FORM OF DELIVERY FOR WHICH RECEIPT IS ACKNOWLEDGED, OF OUR INTENTION TO CANCEL ANY OF THE ABOVE DESCRIBED POLICIES.

If the Developer is unable or unwilling to provide a certificate of insurance in compliance with these requirements, then the developer shall provide as proof of the required insurance a full copy of insured's policy of insurance, properly endorsed to include the Township, its employees and its professionals, showing the required coverages, affording 60 days notice to the Township prior to cancellation and in form acceptable to the Township Solicitor.

28. TOWNSHIP TO BE HELD HARMLESS - Developer shall, at all times, indemnify, defend and hold the Township, its employees and its professionals harmless from any claim, injury, damage or suit, including those

arising in whole or in part from the alleged or actual negligence of the Township, its employees and its professionals which may result from: (i) the approval of the within subdivision plan, (ii) arising by reason of or during the performance of work or construction of the Improvements anticipated by or covered by this Agreement or; (iii) which any adjoining or nearby property owners or any person whatsoever may bring against the Township or against the Township officials, the Township employees or the Township professionals for any conditions occurring on adjoining or nearby property, caused or alleged to be caused by conditions arising from the Improvements. Included, by way of example but not limitation, within Developer's indemnification of the Township and its professionals is Developer's agreement to protect Township and its professionals and hold the Township and its professionals harmless from any claim related to the flow of stormwater on to adjacent or neighboring properties. Developer's indemnification of the Township and its professionals shall include, but not be limited to legal, engineering and expert witness fees; and for any judgment rendered against the Township, its officials, professionals or employees, by any person or entity, including adjoining or nearby property owners. The indemnification is intended to extend to the Township design professionals (the Township Engineer, the Township Planner, the Township Landscape Consultant and the Township Water and Sewer Engineer) to the full extent not proscribed by 68 P.S. § 491.

E. REIMBURSEMENTS TO TOWNSHIP:

29. REIMBURSEMENT FOR COSTS - Developer agrees to reimburse the Township within thirty (30) days after receipt of a bill from the Township, for any and all costs incurred by the Township in connection with the Site Plans, the construction of the Improvements required by this Agreement, the enforcement of this Agreement, the enforcement of any Township Ordinances having any nexus to the Site Plans, the cost of addressing any resident complaints as related to the Site Plans or the construction of the Improvements, the cost of the preparation of this Agreement, any Escrow or Tripartite Agreements, any Water and Sewer Agreements, the preparation of any Deeds of Dedication or Easement if required hereunder, the recording of any instruments required under this Agreement, and any and all such other costs incurred by the Township in connection with or on account of this Agreement and/or any of the matters dealt with herein, including but not limited to, engineering; design and plan review; inspection and legal fees, plus ten percent (10%) of the amount of said bills to defray the cost of clerical work by the Township. Any balance not paid within thirty (30) days shall be charged interest at the rate of 1.25% per month, or any part thereof that such balance is past due. Developer agrees that no reductions in the Deposit in accordance with paragraph 6 hereof will be made until any overdue balance then due the Township is first paid in full and that Township is hereby authorized to deduct from such security any overdue balance owing the Township. In the event there is any overdue balance due the Township then developer agrees that Township

may withhold the issuance of any building, occupancy or other permits relating to the improvements.

30. ENGINEERING AND LEGAL ESCROW - Developer shall deposit with the Township the sum of TWENTY THOUSAND DOLLARS ($20,000.00) in an escrow security account ("ESA") as security for the payment of all reasonable charges and fees of an engineering and legal nature which may be incurred by the Township in connection with this Agreement and any aspect of the Improvements and as further provided for in Paragraph 29 hereof. A minimum balance of FIVE THOUSAND DOLLARS ($5,000.00) shall be maintained by Developer in the ESA at all times, and if the amount held in the ESA for this purpose falls below said balance, then the Developer, on notice from Township, shall within seven (7) days deposit an additional amount sufficient to pay all administrative, engineering and legal costs and fees as provided for in this Agreement and to maintain the minimum FIVE THOUSAND DOLLARS ($5,000.00) balance in this security fund, until the final maintenance fund above mentioned has been released by the Township Board of Supervisors. The failure of Developer to restore the minimum FIVE THOUSAND DOLLARS ($5,000.00) balance in this security fund within seven days after notice from Township to do so shall entitle the Township to stop all work on the job, and refuse to issue any new building permits and/or occupancy permits. The Township shall, at the time it issues the certificate of completion to the Developer, deliver to the Developer an itemized statement of all such costs incurred by the Township in regard to the work contemplated

herein, together with the balance of any monies remaining in the ESA. Should the ESA be inadequate, for any reason, to allow reimbursement to the Township for engineering and legal expense, the Township shall have the right to reimbursement from any Improvements Security or Maintenance Fund held by Developer's surety.

F. COMPLETION OF DEVELOPER'S IMPROVEMENTS:

31. COMPLETION DATE - The work on the Improvements shall be completed no later than one (1) year from the date of this Agreement, provided, however, that by mutual written agreement of the Township and the Developer, the time of performance and completion may be extended, and in such case, the Township may require additional escrow money if the cost of doing the remaining work might exceed the amount in escrow. If: (i) the Developer fails to perform the work as herein specified; or (ii) if the Township agrees to extend the time of performance and completion and during such period as extended the Township, in its sole discretion, determines that adequate progress is not being made toward completion of the Improvements, then the Township may, at its option, after five (5) business days notice in writing or without such notice in the event such notice cannot be given before the Deposit terminates, demand that the amount remaining in the Deposit be turned over to the Township in which case the Township will proceed to complete the required Improvements to the extent deemed necessary by the Township, pay all costs, and then return any balance to the Escrow Agent.

While it is understood that the Improvements are to be completed within one year of the date of this Agreement, nevertheless Developer shall remain responsible and obligated to complete the Improvements even after the deadline for completion has passed. Township has the right to either extend the time for completion or declare this Agreement in breach if the Improvements are not completed within the stated time or if the Township determines, in its sole discretion during any extended time for completion that adequate progress is not being made toward completion of the Improvements. All of the terms of this Agreement shall continue in full force and effect until all Improvements are completed and approved by the Township and the term of the maintenance fund provided for in paragraph 8 has expired.

32. RELEASE OF IMPROVEMENT SECURITY – When the Developer has completed all of the necessary and appropriate Improvements as set forth on the Site Plans, Exhibit "B" hereto, as required by the Township's rules and regulations, and this agreement and so notified the Township under Section 510(a) of the Pennsylvania Municipalities Planning Code ("MPC") (53 P.S. § 10510(a)), the remaining Security, other than the maintenance bond under Section 509(k) of the MPC (53 P.S. § 10509(k)) as provided above, shall be returned to the Developer after the Township Engineer has filed with the Township a Certificate of Completion, and only after release of same is approved by the Board of Supervisors of the Township in accordance with Section 510 of the MPC (53 P.S. § 10510). It is expressly understood that the Developer will not submit notification to the Township pursuant to Section

510(a) of the MPC (53 P.S. § 10510(a)) unless and until all Improvements specified in the Site Plans, Exhibit "B" hereto, as required by the Township's rules and regulations, and this agreement are completed in accordance with the final approved plans. Piecemeal dedication of the Improvements will not be accepted.

When any portion of the Improvements shall not be approved or shall be rejected by the Township, the Developer shall have ninety (90) days from the date the Township Engineer files his/her report to complete and/or repair such unapproved or rejected Improvements and again notify the Township of their completion and/or repair under MPC Section 510(d). In such case, the Township Engineer's report made under MPC Section 510(a) shall be limited to only those Improvements that were previously unapproved or rejected.

In the event the Township Engineer's inspection of the Improvements that originally were unapproved or rejected by the Township indicates the Developer has successfully completed those items and/or repairs, then the Township shall act to accept dedication of the Improvements in accordance with MPC Section 510.

However, if:

(i) the Developer fails to complete and/or repair such unapproved or rejected Improvements and again notify the Township of their completion and/or repair in accordance with Section 510(d) of the MPC within ninety (90) days from the date the Township Engineer previously filed his/her report; or

(ii) if the Township Engineer again rejects such previously unapproved or rejected Improvements,

then any subsequent report made by the Township Engineer in accordance with a notification of the completion of Improvements made by the Developer under Section 510(d) of the MPC shall address all of the Improvements in the Development and not just those that had previously been rejected or not approved by the Township Engineer.

33. OCCUPANCY - It is further agreed that none of the Improvements may be occupied before the Improvements are completed to the extent reasonably required by the Township. All Township requirements in this regard will be consistent with the approved documents, this Agreement, and the Municipalities Planning Code.

34. DEED OF EASEMENT - All required easements in favor of the Township for stormwater, utilities, open space, wetland protection and natural resource protection must be granted simultaneously with the recording of the record plan. It is agreed that the Developer shall include in the recorded easements in form satisfactory to the Township Solicitor the right of the Township to inspect and maintain (if the Developer shall fail to do so) all storm sewer installations required under the plan. The delivery, acceptance, and/or recording of said easements shall not constitute either acceptance or approval of any work or Improvements covered by this Agreement.

35. RESPONSIBILITY FOR IMPROVEMENTS - It is expressly understood and agreed that the Township does not hereby accept any

responsibility for the maintenance of any Improvements by execution of this Agreement, does not hereby accept the Improvements, and in no manner assumes any liability in connection with said Improvements. Developer assumes full responsibility in connection with the Improvements of every kind whatsoever and the cost thereof. The Township's sole interest in the Improvements is the enforcement of the terms of this Agreement and of the laws and Ordinances under authority of which this contract is executed. It is agreed that the Surety shall remain responsible under this Agreement until the Improvements are completed and approved by the Township.

36. DEVELOPER TO PROVIDE TITLE INSURANCE - If the Developer intends, or if the Site Plan provides for, any easement over part of the Real Estate to be conveyed to the Township, the Developer shall provide with such deeds of easement a policy of insurance in the amount of $50,000.00 issued by a reputable title insurance company, which policy shall insure to the Township that as of the date(s) of the conveyance, the title to be conveyed by Developer to Township is good and marketable, and free and clear of all mortgages, judgments, liens or encumbrances, and all taxes which might affect Township's title have been paid. After the recording of the record plan, Developer shall not convey any easements or other property rights to or over any part of the development to be dedicated to the Township or affecting any easement over part of the Development conveyed or to be conveyed to the Township, without first obtaining the written consent of Township to said

easements or conveyances, which approval shall not be unreasonably withheld.

G. **MISCELLANEOUS:**

37. WAIVERS - It is further expressly understood and agreed that nothing contained herein shall waive any requirements, Ordinances of the Township, or the land development regulations, and nothing contained herein empowers the zoning officer, building inspector or engineer to waive any such requirements.

38. DEVELOPER'S DEFAULT - In the event that Developer violates any provision of this Agreement, then the Township may, at its option, after five days notice in writing has been provided to Developer and Developer has failed to cure such violation, or without such notice in the event such violations require immediate attention to prevent and/or eliminate any risk to property, health, safety or the environment, forthwith revoke any and all Building Permits and issue a cease and desist order(s) and Developer hereby agrees to comply therewith until such time as any deficiency or violations have been corrected to the satisfaction of the Township.

39. RIGHT TO ENTER PROPERTY - The Developer hereby grants the right, and should Township so elect agrees to secure the right either by deed reservation or otherwise, for the Township, to enter upon the Real Estate in order to correct or modify stormwater or grading problems.

40. MONUMENTS - Property monuments, as designated on the Site Plans, must be in place before occupancy will be permitted. The proper placement of the monuments must be approved by the Township Engineer.

41. CONSTRUCTION TRAILERS – Upon the execution of this Agreement, the Developer may locate Temporary Structures, including by way of example but not limitation construction trailers, only within the required setback areas. Temporary structures shall not be located within existing or proposed open space areas, unless specifically shown on the Site Plans.

42. NOTICES - Wherever provision is made in this Agreement for giving, service or delivery of any notice, statement, or other instrument, such notice shall be deemed to have been given and delivered, if mailed with the U. S. Postal Service, registered or certified mail, addressed to the party entitled to receive same or hand delivered at the following address:

If to the Township:	Township Manager P.O. Box 413 Buckingham, Pennsylvania, 18912
With a copy to:	Craig A. Smith, Esquire Smith and Porter, P.C. 301 South State Street Newtown, PA 18940
If to the Developer:	Central Bucks School District 20 Welden Drive Doylestown, PA 18901
With a copy to:	Jeffrey P. Garton, Esquire Begley, Carlin & Mandio 680 Middletown Boulevard Langhorne, PA 19047

Each party hereto may change its mailing address by giving to each other party hereto notice in accordance herewith of such change of address and of such new address. Except where otherwise specified in this agreement, any notice, statement or other instrument shall be deemed to have been given, served and delivered on the third day following the date on which such notice was mailed, or on the day hand delivered, as herein provided.

43. PERSONS BOUND - This Agreement extends to and binds the surety, the heirs, executors, successors and assigns of the Developer and the Township.

44. HEADINGS NOT PART OF AGREEMENT - Any headings preceding the text of the several paragraphs hereof are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

45. MODIFICATION - This Agreement constitutes the entire agreement between the parties and no change alteration, cancellation, or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

46. SEVERABILITY - In the event that any paragraph or part thereof of this Agreement conflicts with the law under which this Agreement is to be construed or if any such paragraph or part thereof be held invalid by a court of competent jurisdiction, such paragraph or part thereof shall be deleted from this Agreement and the Agreement shall be construed to give effect to the remaining provisions hereof.

47. COUNTERPARTS - This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original.

48. GOVERNING LAW - This Agreement shall be governed by and interpreted pursuant to the laws of the Commonwealth of Pennsylvania.

49. RECORDING - In accordance with 21 P.S. § 356, the Township may file this Agreement, which concerns real property, or a Memorandum hereof, of record with the Office of the Recorder of Deeds of Bucks County, Pennsylvania thereby providing notice of this Agreement. The cost of any such recording shall be born by Developer.

IN WITNESS WHEREOF, the respective parties, intending to be legally bound, cause these presents to be duly executed this day of , 2014.

ATTEST:

[SEAL]

CENTRAL BUCKS SCHOOL DISTRICT

By:

Title: Board President

BUCKINGHAM TOWNSHIP
BOARD OF SUPERVISORS.

Attest:

Maggie Rash, Chairman

Dana Cozza, Esq.
Township Manager

Jon Forest

Paul Calderaio

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF BUCKS :

On this the 8 day of April, 2014, before me, a Notary Public, the undersigned officer, personally appeared Paul B. Faulkner who acknowledged him/herself to be the School Board President of the Central Bucks School District and, in that capacity, being authorized to do so, executed the forgoing instrument for the purpose therein contained by signing his/her names.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sharon L. Reiner, Notary Public
Doylestown Twp., Bucks County
My Commission Expires May 2, 2017

Sharon L Reiner
Notary Public

My commission expires: May 2, 2017

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BUCKS :

On the _____ day of _____, 2014, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Maggie Rash, Jon Forest, and Paul Calderaio, the Buckingham Township Board of Supervisors, a municipality of Bucks County, party to this Residential Development Agreement, and acknowledged this to be their act and deed and the act and deed of said Township; that the signatures of Maggie Rash, Jon Forest, and Paul Calderaio thereto are in their own proper handwriting and the seal affixed is the common seal of said Township, and that their act of executing thus Development Agreement was the Act and Deed of said Township for the uses and purposes therein mentioned and that they desired the same to be recorded as such.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

_____

Notary Public

My commission expires:

EXHIBIT "A"

LEGAL DESCRIPTIONS

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

Description of TAX PARCEL 6-14-12 located in Buckingham Township, Bucks County, Pennsylvania as shown on a plan titled "Overall Record Plan Central Bucks East High School", dated July 9, 2009, last revised August 25, 2010, prepared by Gilmore & Associates, Inc., 65 E. Butler Avenue, New Britain, Pennsylvania. (Sheet 2 of 36)

Beginning at a point in the intersection of Holicong Road (T-386) with Anderson Road (T-387);

Thence from the Point of Beginning along title line in the bed of Anderson Road (T-387) South 36 degrees 18 minutes 49 seconds West, 1,290 and 85/100 feet to a point a corner of lands of N/L James D. and Susan R. Lonergan (Tax Parcel 6-14-13-1);

Thence along said lands, North 63 degrees 55 minutes 11 seconds West, 646 and 48/100 feet to a point marked with an iron pipe a corner of lands of N/L Mary E. Bretz (Tax Parcel 6-14-12-1);

Thence the two (2) following courses and distances along said lands;

#1 North 36 degrees 27 minutes 49 seconds East, 100 and 00/100 feet to a point marked with an iron pipe;

#2 North 51 degrees 03 minutes 11 seconds West, 1,442 and 52/100 feet to a point marked with a concrete monument a corner of lands of N/L Louis L. and Susan Stellar (Tax Parcel 6-14-12-4);

Thence the two (2) following courses and distances along said lands;

#1 North 25 degrees 40 minutes 49 seconds East, 758 and 27/100 feet to a point

65 E. Butler Avenue, Suite 100 | New Britain, PA 18901 · Phone: 215-345-4330 | Fax: 215-345-8606
www.gilmore-assoc.com

marked with a concrete monument;

#2 North 35 degrees 17 minutes 49 seconds East, 553 and 64/100 feet to a point on title line in the bed of Hollcong Road (T-386);

Thence the two (2) following courses and distances along said title line;

#1. South 51 degrees 58 minutes 11 seconds East, 1,437 and 53/100 feet to a point;

#2 South 52 degrees 30 minutes 11 seconds East, 789 and 96/100 feet to the Point of Beginning.

Containing 66 and 10/1000 Acres more or less.

Date: August 25, 2010
Revised: September 27, 2010
File No.: 08-03018
/jm

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
STANLEY J. KLUSKIEWICZ
LAND SURVEYOR
No. SU-31253-E

ALL THAT CERTAIN lot or piece of ground, Situate in Buckingham Township, Bucks County, Pennsylvania, herein described according to a plan entitled "Quit Claim Plan of Legal Right of Way Area for Anderson & Holicong Roads prepared for Central Bucks School District, Tax Parcel No. 6-14-100-1" dated January 15, 1997, prepared by Van Cleef Engineering Associates of Doylestown, Pennsylvania.

BEGINNING at a railroad spike in the center of Anderson Road (T-387), a corner common to lands now or formerly of Theodore J. Jr. and Josette E. Sierputoski (TMP 6-1 4-98) and to lands of the Central Bucks School District (TMP 6-14-100-1), and from said point running: thence (1) along the center of Anderson Road, North 41 degrees 51 minutes 00 seconds East, a distance of 725.55 feet to a point for a corner in the bed of Holicong Road (T-386); thence (2) along Holicong Road, South 47 degrees 07 minutes 44 seconds East, a distance of 21 7.37 feet to a point in the same; thence (3) still along the same, South 48 degrees 07 minutes 05 seconds East, a distance of 677.25 feet to a point for a corner in the same, said corner being common with lands of the Central Bucks School District and with lands now or formerly of Wenick/Farnum Partnership; thence (4) leaving the bed of Holicong Road and running along the line of lands of Wenick/Farnum, south 42 degrees 08 minutes 38 seconds West, a distance of 22.02 feet to a point on the legal right of way line for Holicong Road; thence (5) along the legal right of way line, parallel and distant 16.50 feet measured at right angles from the center line of Holicong Road; North 48 degrees 34 minutes 05 seconds West, a distance of 626.37 feet to a point on the same; thence (6) still along the same, North 46 degrees 36 minutes 49 seconds West, a distance of 251.71 feet to a point marking the intersection of the legal right of way line for Holicong Road with the legal right of way line for Anderson Road; thence (7) along the legal right of way line, parallel and distant 16.50 feet measured at right angles from the center line of Anderson Road, South 41-51-00 West, a distance of 701.03 feet to a point in line of lands of Sierputoski; thence (8) along the line of lands of Sierputoski, North 49 degrees 37 minutes 16 seconds West, a distance of 16.51 feet to the point of BEGINNING.

CONTAINING a calculated area of 0.771 acre.

BEING County Parcel Number 6-14-100-1.

BEING the same premises which Elizabeth Kinney Smith, formerly known as Elizabeth T. Kinney, by Quit Claim Deed dated February 27, 1997 and recorded in Bucks County, Pennsylvania, in Deed Book 1360 page 2007, granted and conveyed unto Central Bucks School District, in fee.

EXHIBIT "B"

LIST OF IMPROVEMENTS

Escrow Amounts

ESCROW ACCOUNT
CENTRAL BUCKS EAST HIGH SCHOOL STADIUM & ATHLETIC FIELDS (LD 2000-08A & LD 2000-06)
BUCKINGHAM TOWNSHIP
March 24, 2014
ESCROW ACCOUNT: $1,305,046.77

KEI REF.#: 4420 (19)
RELEASE NO. :
DATE:
SHEET 1 OF 7

	ITEM	QUANTITY	UNIT COST	TOTAL COST	CURRENT RELEASE QUANTITY	CURRENT RELEASE COST	RELEASED TO DATE QUANTITY	RELEASED TO DATE COST
I.	STADIUM AND ATHLETIC FIELD SITE WORK							
A.	EROSION AND SEDIMENTATION CONTROLS							
1.	SUPER SILT FENCE	1,300 LF	$7.50	$9,750.00				
2.	18" SILT FENCE	970 LF	$3.00	$2,910.00				
3.	COMPOST SILTSOXX	1,800 LF	$4.00	$7,200.00				
* 4.	TREE PROTECTION FENCE / LOD	800 LF	$2.00	$1,600.00				
* 5.	TREE PROTECTION YELLOW ROPE	800 LF	$1.00	$800.00				
* 6.	TREE PROTECTION SIGNS	4 EA	$75.00	$300.00				
7.	EROSION CONTROL BLANKET (NAG SC-150)	31,500 SF	$2.50	$78,750.00				
8.	ROCK CONSTRUCTION ENTRANCE	2 EA	$3,200.00	$6,400.00				
* 9.	INLET PROTECTION	27 EA	$105.00	$2,835.00				
* 10.	SEDIMENT TRAP #1							
	a. Remove Topsoil	330 CY	$3.00	$990.00				
	b. Earthwork Cut/Fill	670 CY	$4.50	$3,015.00				
	c. Baffles	1 LS	$1,500.00	$1,500.00				
	d. Rock Filter	1 EA	$60.00	$60.00				
	e. Diversion Berm	1 LS	$2,000.00	$2,000.00				
	f. Replace Topsoil	330 CY	$4.50	$1,485.00				
	g. Seed / Mulch	9,000 SF	$0.20	$1,800.00				
		SUBTOTAL ITEM A10.		$10,850.00				
* 11.	SEED TOPSOIL STOCKPILES/DIST. AREAS	28,450 SF	$0.03	$853.50				
* 12.	MAINTENANCE / REMOVAL OF EROSION AND SEDIMENTATION CONTROL DEVICES	1 LS	$2,000.00	$2,000.00				
		TOTAL AMOUNT ITEM A.		$124,248.50				

46/203

ESCROW ACCOUNT
CENTRAL BUCKS EAST HIGH SCHOOL STADIUM & ATHLETIC FIELDS (LD 2000-08A & LD 2000-06)
BUCKINGHAM TOWNSHIP
March 24, 2014
ESCROW ACCOUNT: $1,305,046.77

	ITEM	QUANTITY	UNIT COST	TOTAL COST	CURRENT RELEASE QUANTITY	CURRENT RELEASE COST	RELEASED TO DATE QUANTITY	RELEASED TO DATE COST
	B. STORMWATER MANAGEMENT FACILITIES							
	1. ATHLETIC FIELD DETENTION/SEDIMENT BASIN							
*	a. Strip Topsoil	1,860 CY	$3.00	$5,580.00				
*	b. Earthwork Cut / Fill (Including Key Trench)	1,760 CY	$4.50	$7,920.00				
*	c. Construction/Compaction of Berm	800 CY	$4.50	$3,600.00				
*	d. Replace Topsoil	1,860 CY	$4.50	$8,370.00				
	e. Turf Mat (Tensar P300)	8,390 SF	$3.50	$29,365.00				
*	f. Erosion Control Blanket (NAG SC-150)	4,070 SF	$2.50	$10,175.00				
*	g. Temporary Seed	50,413 SF	$0.10	$5,041.30				
	h. Permanent Outlet Structure	1 EA	$3,000.00	$3,000.00				
	i. Rock Filter	2 EA	$60.00	$120.00				
*	j. Anti-Seep Collar	2 EA	$750.00	$1,500.00				
	k. 24" RCP - O-Ring Joint - Outlet Piping	35 LF	$45.00	$1,575.00				
	l. 24" DW Headwall (#1)	1 EA	$1,500.00	$1,500.00				
	m. 24" DW Endwall (#2)	1 EA	$1,500.00	$1,500.00				
*	n. Energy Dissipater @ HW #2	1 EA	$400.00	$400.00				
	o. Stone Core Check Dam	3 EA	$700.00	$2,100.00				
	p. Level Spreader	80 LF	$20.00	$1,600.00				
*	q. Permanent Trash Rack	1 EA	$550.00	$550.00				
	r. Concrete Checker Block Emergency Spillway	1,570 SF	$10.00	$15,700.00				
	s. Geotechnical Testing - Berm Compaction	1 LS	$1,500.00	$1,500.00				
*	t. Cleanout Stake	1 EA	$100.00	$100.00				
		SUBTOTAL ITEM B1.		$101,196.30				
	2. STADIUM UNDERGROUND DETENTION SYSTEM							
*	a. Strip Topsoil	220 CY	$3.00	$660.00				
*	b. Earthwork Cut / Fill	2,150 CY	$4.50	$9,675.00				
*	c. 30 mil PVC Liner	898 SY	$5.00	$4,490.00				
*	d. Non-Woven Geotextile Fabric	1,560 SY	$3.50	$5,460.00				
*	e. AASHTO #3 Stone	1,150 TN	$18.00	$20,700.00				
	f. Outlet Structure #2	1 EA	$2,500.00	$2,500.00				
*	g. 36" Perforated HDPE	960 LF	$45.00	$43,200.00				

ESCROW ACCOUNT
CENTRAL BUCKS EAST HIGH SCHOOL STADIUM & ATHLETIC FIELDS (LD 2000-08A & LD 2000-06)
BUCKINGHAM TOWNSHIP
March 24, 2014
ESCROW ACCOUNT: $1,305,046.77

KEI REF.#: 4420 (19)
RELEASE NO. :
DATE:
SHEET 3 OF 7

	ITEM	QUANTITY	UNIT COST	TOTAL COST	CURRENT RELEASE QUANTITY	CURRENT RELEASE COST	RELEASED TO DATE QUANTITY	RELEASED TO DATE COST
*	h. 36" HDPE Manifold	2 EA	$5,000.00	$10,000.00				
*	i. 24" HDPE Connector	12 LF	$28.50	$342.00				
*	j. 4" Perforated HDPE Underdrain	37 LF	$10.00	$370.00				
*	k. Backfill and Compact System Area	1,025 CY	$4.50	$4,612.50				
*	l. Replace Topsoil	220 CY	$4.50	$990.00				
		SUBTOTAL ITEM B2.		$102,999.50				
	3. STADIUM UNDERGROUND INFILTRATION SYSTEM							
*	a. Strip Topsoil	731 CY	$3.00	$2,193.00				
*	b. Earthwork Cut / Fill	2,560 CY	$4.50	$11,520.00				
*	c. Woven Geotextile Fabric (Class 1)	108 SY	$2.50	$270.00				
*	d. Non-Woven Geotextile Fabric (Class 2)	2,870 SY	$3.50	$10,045.00				
*	e. AASHTO #57 Stone	1,820 TN	$18.00	$32,760.00				
	f. Outlet Structure #3	1 EA	$2,500.00	$2,500.00				
*	g. Storm-Tech SC-310 Chamber	5,400 LF	$30.00	$162,000.00				
*	h. 24" HDPE Manifold	176 LF	$28.50	$5,016.00				
*	i. 12" HDPE Manifold	101 LF	$15.00	$1,515.00				
*	j. Drain Basin - unnumbered	10 EA	$900.00	$9,000.00				
*	k. 24" HDPE - perimeter/outlet	509 LF	$28.50	$14,506.50				
*	l. 12" HDPE perimeter	286 LF	$15.00	$4,290.00				
*	m. Trench Drain - Concession Bldg.	25 LF	$50.00	$1,250.00				
*	n. 8" HDPE	80 LF	$13.00	$1,040.00				
	o. Snout Insert	1 EA	$115.00	$115.00				
*	p. Manhole	2 EA	$1,500.00	$3,000.00				
		SUBTOTAL ITEM B3.		$261,020.50				

ESCROW ACCOUNT
CENTRAL BUCKS EAST HIGH SCHOOL STADIUM & ATHLETIC FIELDS (LD 2000-08A & LD 2000-06)
BUCKINGHAM TOWNSHIP
March 24, 2014
ESCROW ACCOUNT: $1,305,046.77

KEI REF.#: 4420 (19)
RELEASE NO. :
DATE:
SHEET 4 OF 7

	ITEM	QUANTITY	UNIT COST	TOTAL COST	CURRENT RELEASE QUANTITY	CURRENT RELEASE COST	RELEASED TO DATE QUANTITY	RELEASED TO DATE COST
	4. STORM SEWER							
*	a. 8" HDPE; Pipe, Trench and Backfill	80 LF	$13.00	$1,040.00				
*	b. 12" HDPE; Pipe, Trench and Backfill	181 LF	$15.00	$2,715.00				
*	c. 18" HDPE; Pipe, Trench and Backfill	130 LF	$20.50	$2,665.00				
*	d. 24" HDPE; Pipe, Trench and Backfill	424 LF	$28.50	$12,084.00				
	e. Trench Drain	1,330 LF	$50.00	$66,500.00				
*	f. Drain Basin (#1, 2, 3, 4, 5, 6, 8, 9, 10)	9 EA.	$900.00	$8,100.00				
	g. Type 'M' Dogbouse Inlet (# 7)	1 EA.	$2,000.00	$2,000.00				
		SUBTOTAL ITEM B4.		$95,104.00				
		TOTAL AMOUNT ITEM B.		$560,320.30				
	C. EARTHWORK (Excluding Stormwater Management Facilities)							
	1. DEMOLITION							
*	a. Guiderail	600 LF	$3.00	$1,800.00				
*	b. Asphalt Parking Area	165 SY	$3.00	$495.00				
*	c. Sidewalk	434 SY	$3.00	$1,302.00				
*	d. Track and Field Impervious Surfaces	4,288 SY	$3.00	$12,864.00				
		SUBTOTAL ITEM C1.		$16,461.00				
	2. STRIP TOPSOIL	8,000 CY	$3.00	$24,000.00				
	3. SITE CUT	11,000 CY	$3.00	$33,000.00				
	4. SITE FILL	11,000 CY	$4.50	$49,500.00				
	5. RESPREAD TOPSOIL	8,000 CY	$4.50	$36,000.00				
	6. PERMANENT SEEDING	1 LS	$10,000.00	$10,000.00				
	7. RETAINING WALL	467 SF	$25.00	$11,675.00				
		TOTAL AMOUNT ITEM C.		$180,636.00				

ESCROW ACCOUNT
CENTRAL BUCKS EAST HIGH SCHOOL STADIUM & ATHLETIC FIELDS (LD 2000-08A & LD 2000-06)
BUCKINGHAM TOWNSHIP
March 24, 2014
ESCROW ACCOUNT: $1,305,046.77

KEI REF.#: 4420 (19)
RELEASE NO. :
DATE:
SHEET 5 OF 7

ITEM	QUANTITY	UNIT COST	TOTAL COST	CURRENT RELEASE QUANTITY	CURRENT RELEASE COST	RELEASED TO DATE QUANTITY	RELEASED TO DATE COST
D. PAVEMENT AREAS							
1. PARKING LOT							
* a. Subgrade Preparation	203 SY	$0.30	$60.90				
* b. 2A Modified Stone (6" Depth)	203 SY	$7.00	$1,421.00				
* c. BCBC (5" Depth)	203 SY	$13.00	$2,639.00				
* d. ID-2 Binder Course (2" Depth)	203 SY	$10.50	$2,131.50				
* e. Clean Surface & Tack Coat	203 SY	$0.30	$60.90				
* f. ID-2 Wearing Course (1 1/2" Depth)	203 SY	$8.00	$1,624.00				
* g. Concrete Curb	692 LF	$9.00	$6,228.00				
* h. Asphalt Seal Curb	692 LF	$0.25	$173.00				
* i. 4" Depth Concrete Sidewalk with 4" 2A Stone	548 SY	$11.55	$6,329.40				
* j. Driveway Apron	1 EA	$3,000.00	$3,000.00				
* k. Concrete Handicap Ramps	8 EA	$2,500.00	$20,000.00				
	SUBTOTAL ITEM D1.		$43,667.70				
2. STADIUM PUBLIC AREAS							
* a. Subgrade Preparation	1,965 SY	$0.30	$589.50				
* b. 2A Modified Stone (6" Depth)	1,965 SY	$7.00	$13,755.00				
* c. BCBC (5" Depth)	1,965 SY	$13.00	$25,545.00				
* d. ID-2 Binder Course (2" Depth)	1,965 SY	$10.50	$20,632.50				
* e. Clean Surface & Tack Coat	1,965 SY	$0.30	$589.50				
* f. ID-2 Wearing Course (1 1/2" Depth)	1,965 SY	$8.00	$15,720.00				
* g. Concrete Handicap Ramps	6 EA	$2,500.00	$15,000.00				
	SUBTOTAL ITEM D2.		$91,831.50				
3. PAVEMENT MARKINGS & SIGNS							
a. Street Print Asphalt Crosswalk	132 LF	$10.00	$1,320.00				
b. Relocate Traffic Signs	2 EA	$150.00	$300.00				
	SUBTOTAL ITEM D3.		$1,620.00				
4. WATER & SEWER TRENCH RESTORATION	50 SY	$73.00	$3,650.00				
	TOTAL AMOUNT ITEM D.		$140,769.20				

ESCROW ACCOUNT
CENTRAL BUCKS EAST HIGH SCHOOL STADIUM & ATHLETIC FIELDS (LD 2000-08A & LD 2000-06)
BUCKINGHAM TOWNSHIP
March 24, 2014
ESCROW ACCOUNT: $1,305,046.77

KEI REF.#: 4420 (19)
RELEASE NO. :
DATE:
SHEET 6 OF 7

	ITEM	QUANTITY	UNIT COST	TOTAL COST	CURRENT RELEASE QUANTITY	CURRENT RELEASE COST	RELEASED TO DATE QUANTITY	RELEASED TO DATE COST
	E. LANDSCAPING							
	1. BASIN PLANTINGS							
	a. Acer Sacharum (2.5-3" cal.)	2 EA	$250.00	$500.00				
	b. Amalanchier Canadensis (B & B)	4 EA	$250.00	$1,000.00				
*	c. Herbaceous Perennials (LP50)	150 EA	$45.00	$6,750.00				
*	d. Upland Meadow Seed Mix (ERNMX-153)	13,450 SF	$0.50	$6,725.00				
*	e. Wet Meadow Seed Mix (ERNMX-127)	4,100 SF	$0.75	$3,075.00				
	2. PLANT RELOCATIONS/REPLACEMENTS (#R1-R133)	133 SF	$300.00	$39,900.00				
		TOTAL AMOUNT ITEM E.		$57,950.00				
	F. MISCELLANEOUS							
	1. CONSTRUCTION STAKEOUT							
*	a. Site Improvements	1 LS	$10,000.00	$10,000.00				
*	b. Stormwater Management Facilities	1 LS	$10,000.00	$10,000.00				
	2. AS-BUILT DRAWINGS							
	a. Athletic Field Detention/Sediment Basin	1 LS	$3,000.00	$3,000.00				
	b. Stadium Underground Detention System	1 LS	$3,000.00	$3,000.00				
	c. Stadium Underground Infiltration System	1 LS	$3,000.00	$3,000.00				
	d. All Improvements Except Basins	1 LS	$5,000.00	$5,000.00				
	3. MONUMENTS							
	a. Iron Pins	26 EA	$150.00	$3,900.00				
	b. Monuments	8 EA	$150.00	$1,200.00				
	4. FENCING							
	a. Field Perimeter Fencing - Chain Link	1,500 LF	$19.00	$28,500.00				
	b. Field Perimeter Fencing - Ornamental	480 LF	$25.00	$12,000.00				
		TOTAL AMOUNT ITEM F.		$79,600.00				
		TOTAL AMOUNT ITEM I.		$1,143,524.00				

51/203

ESCROW ACCOUNT
CENTRAL BUCKS EAST HIGH SCHOOL STADIUM & ATHLETIC FIELDS (LD 2000-08A & LD 2000-06)
BUCKINGHAM TOWNSHIP
March 24, 2014
ESCROW ACCOUNT: $1,305,046.77

KEI REF.#: 4420 (19)
RELEASE NO. :
DATE:
SHEET 7 OF 7

ITEM	QUANTITY	UNIT COST	TOTAL COST	CURRENT RELEASE QUANTITY	CURRENT RELEASE COST	RELEASED TO DATE QUANTITY	RELEASED TO DATE COST
TOTAL CONSTRUCTION COST			$1,143,524.00				
COMPLETION CONSTRUCTION COST + 90 DAYS (INFLATION =3% PER ANNUM)			$42,882.15				
CONTINGENCY (10%)			$118,640.62				
TOTAL PROJECT COST			$1,305,046.77				
TOTAL VALUE OF CONSTRUCTION COMPLETED TO DATE							
TOTAL VALUE OF CONSTRUCTION PREVIOUSLY RELEASED							
CONSTRUCTION AMOUNT TO BE RELEASED							
INFLATION AMOUNT TO BE RELEASED							
INFLATION RELEASED TO DATE							
CONTINGENCY AMOUNT TO BE RELEASED							
CONTINGENCY RELEASED TO DATE							
RETAINAGE THIS REQUEST (5%)							
RETAINAGE HELD TO DATE							
TOTAL AMOUNT TO BE RELEASED (CONSTRUCTION, INFLATION, CONTINGENCY LESS RETAINAGE)							
ESCROW REMAINING (After release)			$1,305,046.77				

NOTE: * Denotes item, quantity, or unit cost which was either not addressed or deviates from the Escrow Tabulation submitted by the Developer's Contractor.

EXHIBIT "C"
Knight Engineering
March 25, 2014 LETTER

KNIGHT ENGINEERING, INC.
4936 Mechanicsville Road • PO Box 247 • Mechanicsville, PA 18934 • 215-794-5255 • Fax 215-794-5250

March 25, 2014
Ref: #4420 (19)

SMITH & PORTER, P.C.
301 South State Street
P. O. Box 39
Newtown, PA 18940-0039

Attention: Craig A. Smith, Esq., Township Solicitor

Reference: CENTRAL BUCKS EAST HIGH SCHOOL STADIUM (L.D. 2000-08-A)
CENTRAL BUCKS EAST ATHLETIC FIELDS (L.D. 2000-06)
BUCKINGHAM TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA
ANDERSON ROAD AND HOLICONG ROAD
➢ ESCROW COST AND QUANTITY ESTIMATE

Dear Craig:

Enclosed please find the Escrow Cost and Quantity Estimate for the required site improvements in conjunction with developing the above referenced project.

The Escrow Cost and Quantity Estimate in the amount of $1,305,046.77 was approved by John P. Giannini, P.E., Capital Projects Coordinator, in an emailed letter dated March 25, 2014 received in our office on March 25, 2014. I am enclosing a copy of the approval letter/email for your files. Since the Escrow amount has been approved and the Record Plans have been submitted to our office for signatures, please prepare the required Escrow Agreements for this project.

If you should have any questions or require any additional information on the above matter, please do not hesitate to contact me.

Very truly yours,
KNIGHT ENGINEERING, INC.
Township Engineer

Daniel E. Gray, P.E.

DG/kd

cc: Lori Wicen – Township Executive Assistant
File

ccc: Dana Cozza – Township Manager
Craig A. Smith, Esq. – Township Solicitor
John P. Giannini, P.E. – Central Bucks School District
Scott Kennedy – Central Bucks School District
Thomas M. Huma, P.E. – Gilmore & Associates, Inc.
Jeffrey P. Garton, Esq. – Begley, Carlin & Mandio, LLP

Enc: Approved Escrow Cost and Quantity Estimate – dated March 24, 2014
Approval Letter from John P. Giannini – dated March 25, 2014

CENTRAL BUCKS SCHOOL DISTRICT

LEADING THE WAY

The Central Bucks School will provide a learning environment with the academic and life-guiding skills students need to pursue development, responsible citizenship, and fulfilling living.

March 25, 2014

Mr. Daniel B. Gray, P.E.
Knight Engineering, Inc.
4998 Mechanicsville Road
P.O. Box 247
Mechanicsville, PA 18934

Subject: Central Bucks High School East Stadium

Dear Dan:

Pursuant to your correspondence of March 24, 2014 we have reviewed the Escrow Cost and Quantity Estimate prepared by Knight Engineering, Inc. and Gilmore & Associates for the public improvements on the Central Bucks High School East Stadium project. The School District takes no exception to the quantities or costs noted in the estimate which total $1,395,046.77. It is my understanding that this amount will be used by the Township's Solicitor in preparing the Development and Escrow Agreements. Financial security will then be provided for these improvements accordingly.

I trust this provides the information you require. If you have any questions or require further information, please do not hesitate to contact me.

Sincerely,

John P. Giannini, P.E.
Capital Projects Coordinator

CC: Dr. David P. Weitzel, Superintendent, Central Bucks School District
Mr. Scott Kennedy, Director of Operations, Central Bucks School District
Mr. David W. Matyas, Business Administrator, Central Bucks School District
Mr. Ken Rodemer, AIA, Assistant Director of Operations, Central Bucks School District
Mr. Jeffrey P. Garton, Esq., Solicitor
Mr. Tom Hanna, P.E., Gilmore & Associates

Operations Center • 320 West Swamp Road • Doylestown, PA 18901-2401 • Telephone: (267) 893-4020 • Fax: (267) 893-5821

EXHIBIT "D"

FORM LETTER OF CREDIT

April ___, 2014

IRREVOCABLE LETTER OF CREDIT NO. _____

_____	_____
(Issuer's Name)	(Applicant's Name)
_____	_____
_____	_____
_____	_____
(Issuer's Address)	(Applicant's Address)

ISSUE DATE: _____

AMOUNT: $_____

INITIAL EXPIRATION DATE: _____

BENEFICIARY: Buckingham Township
4613 Hughesian Drive
P.O. Box 413
Buckingham, PA 18912

Gentlemen:

We hereby establish our Irrevocable Letter of Credit No. _____ in favor of Buckingham Township, hereinafter referred to as "Beneficiary", for the account of the above named Applicant, and authorize you to draw on us at our office located at _____ _____, Pennsylvania up to an aggregate amount of _____ ($) U.S. Dollars by presentment of:

1. Your written demand to pay on site and in form substantially similar to Exhibit "A" hereof; and

2. The Original of this Irrevocable Letter of Credit and any amendments thereto.

This Letter of Credit is non-transferable

Partial drawings are permitted.

This letter of credit expires on , 201 __. However, this letter of credit shall be automatically extended for an additional period of one (1) year from the present or each future expiration date unless we notify you in writing by certified or other form of mail requiring a signature sixty (60) days prior to such expiration date that we elect not to renew this letter of

credit. Upon such notice you may immediately draw upon the Letter of Credit for the full amount remaining.

We hereby agree that draft(s) drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation and delivery of documents as specified above, if presented at our office located at [Insert Bucks County Address] on or before the expiration date noted above.

Except so far as otherwise expressly stated herein, this Letter of Credit shall be governed by the laws of the Commonwealth of Pennsylvania, and shall be subject to the usage's and customs prescribed under the "Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce, Brochure No. 600," and whenever there shall be a conflict between the latter and the laws of the Commonwealth of Pennsylvania, the laws of the Commonwealth of Pennsylvania shall prevail. In the event of any disputes arising under this Letter of Credit, jurisdiction and venue in the Court of Common Pleas of Bucks County is stipulated to.

Very truly yours,

_____ Bank

_____
Issuing Officer

ATTEST: _____

{SEAL}

EXHIBIT A

Demand for payment under Irrevocable Letter of Credit No. _____

Re: Letter of Credit issued on _____ by _____
(date) (Issuer)

In the original amount of $ _____ to Buckingham Township, for
(Dollars)

the account of _____.
(Applicant)

Gentlemen:

Please pay, upon sight hereof, the amount of $ _____ for the account of the above Letter of Credit.

We certify that: (1) Applicant has failed to perform an obligation required under that certain Land Development Agreement entered into by and between Buckingham Township and Applicant and dated _____, 200 ; (2) the amount previously drawn is $_____ _____; and (3) after payment hereof, the balance available under the Letter of Credit is $ _____.

Buckingham Township

BY: _____
Township Manager

EXHIBIT "E"

FORM BLASTING AGREEMENT

BLASTING AGREEMENT

THIS AGREEMENT made this day of , 2014, by and between BUCKINGHAM TOWNSHIP, a municipal corporation, 4613 Hughesian Drive, P.O. Box 413, Buckingham, Pennsylvania, 18912, (hereinafter called the "Township") and CENTRAL BUCKS SCHOOL DISTRICT, a School District created pursuant to the laws of the Commonwealth of Pennsylvania, maintaining its principal place of business at 20 Welden Drive, Doylestown, PA 18901 (hereinafter called the "Developer") to the benefit of the owners of those properties referenced in paragraph 1 hereinbelow, and enforceable by the owner of any such property, as well as by the Township, on whose behalf Developer does state and provide as follows:

W I T N E S S E T H:

WHEREAS, Developer is preparing to undertake development of Bucks County, Pennsylvania, Tax Map Parcels 6-14-12 and 6-14-100-1 ("Property"), situate in Buckingham Township, Pennsylvania, as and for the development of a new athletic stadium, existing athletic fields and supporting facilities, pursuant to a Land Development plan "Central Bucks East High School Stadium and Athletic Fields Final Land Development Plan" (36 Sheets) dated November 10, 1999, last revised March 7, 2014, prepared by Gilmore & Associates, Inc. (hereafter the "Site Plans"), a copy of which is attached hereto and marked Exhibit "A" (the proposed development of the Property, as shown on Exhibit "A", is hereinafter referred to as the "Development"); and

WHEREAS, the Development and construction on the Property may involve blasting activities; and

WHEREAS, the parties desire that protection be afforded to neighboring property owners from all damages resulting to their properties from Developer's blasting activities; and

WHEREAS, Developer desires to define the extent and term of its commitment and responsibility with respect to potential future adverse impact to the properties defined hereinbelow at Paragraph 1 as a result of Developer's blasting activities on the Property.

NOW THEREFORE, with full intent to be legally bound by the terms hereof, Developer does agree and commit as follows:

1. The responsibility of Developer as set forth herein below, shall extend to any property within one thousand three hundred twenty (1,320) feet of the perimeter of the Development (hereinafter "Protected Property").

2. This commitment shall be effective with respect to any blasting taking place between the effective date of this Agreement and two hundred seventy (270) days from the date on which the last blasting activity on cause of the Development occurs.

3. The commitment of Developer as established herein, which shall run to the benefit of all Protected Property, with respect to damage resulting from blasting within the Development, shall be to remediate any and all damage on or to a Protected Property and the improvements located thereupon: immediately in the case of any damage which poses an imminent threat of danger or damage to life or property; or, with

regard to all other such damage, within a reasonable period of time not to exceed ninety days.

4. In the event that any blasting is required for the construction of the Development, Developer shall notify the Township at least thirty (30) days prior to the planned date of blasting as to when the blasting activity shall commence and prior to the commencement of any blasting, shall first deposit with the Township financial security in the amount of Two Hundred Thousand Dollars ($200,000.00). The deposit shall either in cash; an irrevocable Letter of Credit drawn to the order of the Township upon a reputable bank licensed by the Commonwealth of Pennsylvania or a National Bank qualified to do business in Pennsylvania; a Tripartite Agreement with the Township and a National Bank or a bank or savings institution located within the Commonwealth of Pennsylvania; or such other form of security as the Township's Board of Supervisors shall approve. The original Letter of Credit or Tripartite Agreement and all succeeding Letters of Credit or Tripartite Agreements must be in a form satisfactory to the Township Solicitor and must be approved by him in writing before delivery to the Township. Renewal Letters of Credit containing the same terms as the original Letter of Credit may be presented directly to the Township without the Township Solicitor's approval.

5. As a prerequisite to the vesting of any right to repair or remediation pursuant to this Agreement, before any blasting, the owner(s) of

any Protected Property shall allow Developer, or Developer's Blasting Contractor, a reasonable opportunity to thoroughly evaluate the pre-development condition of said Protected Property.

6. Developer, or Developer's Blasting Contractor, shall notify all Protected Property owners of Developer's intentions to blast at not fewer than fifteen (15) days prior to each and every date on which any blasting is to take place, by certified mail, of its intent to blast, and of the date on which such work is planned. Said notice(s) shall be accompanied by a copy of this Agreement.

7. Any owner of Protected Property who intends to avail himself of the protections of this Agreement shall, within five (5) days of receipt of the aforementioned notice, respond by first class mail or certified mail to the following address (or to such other address as may be specified in the Notice provided for in Paragraph 5) setting forth their willingness to allow evaluation of the existing condition of his property:

Mr. Scott Kennedy
Director of Operations
Central Bucks School District
320 West Swamp Road
Doylestown, PA 18901

8. If Developer, or Developer's Blasting Contractor fails to provide the Notice provided for in Paragraph 5, then Developer shall be deemed to have waived any opportunity to thoroughly evaluate the pre-development condition of any Protected Property to whom the Notice was not sent.

9. If, after blasting has taken place, any owner of Protected Property believes that his property has suffered any adverse effect as a result of said blasting, said property owner shall provide written notice of the claim to the Developer, or Developer's Blasting Contractor, with a copy to Buckingham Township. Developer shall promptly undertake to evaluate the condition of the Protected Property, in concert with the Buckingham Township Engineer or other appropriately qualified independent designee of the Township. If there is a dispute as to whether or not the complained of condition is a result of the blasting activity, the decision of the Township's designee shall be final and binding.

10. In the event that it is determined that any adverse impact upon a Protected Property is as a result of blasting in the Development, the Developer shall promptly undertake all steps necessary to remediate said impact. To the extent that there is any delay by Developer in undertaking and/or completing any remediation required by this Agreement, Developer shall be liable to the owner of the Protected Property for costs and damages occasioned by such delay.

11. Application of Security to Remedy adverse impact upon a Protected Property - In the event Developer does not commence to remedy the adverse impact upon a Protected Property within five (5) days, of when it is finally determined pursuant to the provisions hereof that Developer is responsible for the adverse impact, Buckingham Township may draw down the financial security posted pursuant to Paragraph 4 hereof and apply such security to

take whatever action which Township deems is necessary to cure the problem. In the event that the financial security is not sufficient to cure the problem, Developer shall be responsible for any additional expense including legal, engineering and administrative costs, which are incurred in curing the problem.

12. In the event that Developer does not timely proceed as required hereinabove, in addition to the cost of remediation Developer shall also be responsible to reimburse any owner of Protected Property, or the Township of Buckingham, whichever is required to undertake enforcement action, for any and all costs of enforcement, in addition to any and all costs of required remediation.

13. Return of Developer's Security – two hundred seventy (270) days from the date on which the last blasting activity on cause of the Development occurs, the Developer, upon written request, shall have all financial security posted with the Township pursuant to this Agreement returned to the Developer, except such security as may be necessary to remedy any pending claims of Protected Property owners which have not been finally determined pursuant to the provisions hereof.

14. Insurance - Developer or Developer's Blasting Contractor will maintain in full force and effect during the period of any blasting contemplated under this agreement and for two (2) years thereafter, policies of liability insurance insuring Developer, Developer's Blasting Contractor, the Township, its employees and its professionals (the Township Engineer, the

Township Water and Sewer Engineer, the Township Solicitor, the Township Planner and the Township Landscape Consultants) from liability for personal injury and property damage claims and will have Township and its professionals named as additional named insured in each of the following type policies and to provide specific coverages for blasting activities:

(e) Bodily Injury and Property Damage Liability:

$2,000,000.00 coverage per occurrence for personal injury liability;

$2,000,000.00 coverage per occurrence for property damage liability;

$4,000,000.00 aggregate limit of insurance.

(f) Personal and Advertising Injury:

$1,000,000.00 coverage per occurrence.

$2,000,000.00 aggregate limit of insurance

(g) Workmen's Compensation Insurance:

Statutory Limits

The Developer or Developer's Blasting Contractor shall provide the Township proof of the required insurance. If the Developer or Developer's Blasting Contractor offers a certificate of insurance as proof of the required coverage, the insurance certificate(s) issued on behalf of the Township shall not include the following language or similar language:

> THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER."

Nor shall the certificate contain language to the effect that: "If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If Subrogation is waived, subject to the terms and conditions of the policy, certain polices may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)." Rather such certificate shall specifically confer rights upon the Township to rely upon and enforce the rights and insurance coverages represented on the certificate. The certificate shall also contain the following statement:

> IT IS A CONDITION OF THE ABOVE DESCRIBED POLICIES THAT THEY WILL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT, FOR AN ADDITIONAL PERIOD OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE THEREOF, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE WE NOTIFY BUCKINGHAM TOWNSHIP IN WRITING, AT 4613 HUGHESIAN DRIVE, P.O. BOX 413, BUCKINGHAM, PENNSYLVANIA 18912 VIA REGISTERED MAIL, OR OTHER FORM OF DELIVERY

If the Developer or Developer's Blasting Contractor is unable or unwilling to provide a certificate of insurance in compliance with these requirements, then the Developer or Developer's Blasting Contractor shall provide as proof of the required insurance a full copy of insured's policy of insurance, properly endorsed to include the Township, its employees and its professionals, showing the required coverages, affording 60 days notice to the Township prior to cancellation and in form acceptable to the Township Solicitor.

15. Township to be Held Harmless – Developer and Developer's Blasting Contractor shall, at all times, indemnify, defend and hold the Township, its employees and its professionals harmless from any claim, injury,

damage or suit, including those arising in whole or in part from the alleged or actual negligence of the Township, its employees and its professionals which may result from any blasting activities associated with the Development which any Protected Property owner(s) or any other person whatsoever may bring against the Township or against the Township officials, the Township employees or the Township professionals for any conditions occurring on adjoining or nearby property, caused or alleged to be caused by any blasting activities associated with the Development. The indemnification is intended to extend to the Township design professionals (the Township Engineer, the Township Planner, the Township Landscape Consultant and the Township Water and Sewer Engineer) to the full extent not proscribed by 68 P.S. § 491.

16. Law not Superseded - This Agreement is not intended to modify, replace or supersede any requirement of any local, state or federal law, regulation, or ordinance with respect to any property other than the Protected Property. Insofar as any such law regulation or ordinance extends greater or additional protection to the Protected Property than does this Agreement, such provision is acknowledged by the Developer to remain in full force and effect.

17. Assignment - This Agreement may not be assigned by Developer without the written consent of Township, which will not be unreasonably withheld but will be granted only upon satisfactory proof that the Assignee can and will meet and fund Developer's obligations hereunder.

18. Notices – Other than as specifically set forth in Paragraphs 5, 6 and 7 above, wherever provision is made in this Agreement for the giving,

service or delivery of any notice, statement, or other instrument, such notice shall be deemed to have been duly given, served and delivered, if mailed with the United States Postal Service, registered or certified mail, addressed to the party entitled to receive same or hand delivered at the following address:

If to the Township:	BUCKINGHAM TOWNSHIP 4613 Hughesian Drive P.O. Box 413 Buckingham, Pennsylvania, 18912
With a copy to the Township Solicitor:	Craig A. Smith, Esq. Smith & Porter, P.C. 301 South State Street Newtown, Pennsylvania, 18940
If to the Developer:	Central Bucks School District 20 Welden Drive Doylestown, PA 18901
With a copy to:	Jeffrey P. Garton, Esquire Begley, Carlin & Mandio 680 Middletown Boulevard Langhorne, PA 19047

Each party hereto may change its mailing address by giving to each other party hereto notice in accordance herewith of such change of address and of such new address. Except where otherwise specified in this agreement, any notice, statement or other instrument shall be deemed to have been given, served and delivered on the third day following the date on which such notice was mailed, or on the day hand delivered, as herein provided.

19. Persons Bound - This Agreement extends to and binds the surety, if any, the heirs, executors, successors and assigns of the Developer and the Township.

20. Modification - This Agreement constitutes the entire agreement between the parties and no change alteration, cancellation, or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

21. Severability - In the event that any paragraph or part thereof of this Agreement conflicts with the law under which this Agreement is to be construed or if any such paragraph or part thereof be held invalid by a court of competent jurisdiction, such paragraph or part thereof shall be deleted from this Agreement and the Agreement shall be construed to give effect to the remaining paragraphs or parts thereof.

22. Counterparts - This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original.

23. Governing Law - This Agreement shall be governed by and interpreted pursuant to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the undersigned has executed this document with full intent to be legally bound by the terms hereof the date and year first above written.

CENTRAL BUCKS SCHOOL DISTRICT

ATTEST:

[SEAL]

By: _____

Title: Board President

BUCKINGHAM TOWNSHIP
BOARD OF SUPERVISORS

_____
Maggie Rash, Chairman

Attest:

_____
Dana Cozza, Esq.
Township Manager

_____
Jon Forest

_____
Paul Calderaio