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December 12, 2025

FILED VIA ELECTRONIC FILING

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17105-3265

In re: Application of Pennsylvania-American Water Company under Sections 1102(a) and 1329 of the Pennsylvania Public Utility Code, 66 Pa C.S. §§ 1102(a) and 1329, for approval of (1) the transfer, by sale, to Pennsylvania-American Water Company, of substantially all of the assets, properties and rights related to the wastewater system owned and operated by the East Coventry Township, and (2) the rights of Pennsylvania-American Water Company to begin to offer or furnish wastewater service to the public in the Township of East Coventry, Chester County, Pennsylvania - Docket No: A-2025-3053487

Dear Secretary Homsher:

Enclosed for filing with the Commission are the remaining Responses of Pennsylvania-American Water Company to the 66 Pa. C.S. Section 1329 Application Completeness Review of Pennsylvania-American Water Company – Wastewater Division Acquisition of East Coventry Township’s Wastewater System at Docket No. A-2025-3053487 Missing Application Information, dated November 12, 2025. Please note that **Amended Appendix A-15-a** is **CONFIDENTIAL** and should be treated as such pursuant to the forthcoming Protective Agreement. These responses are being uploaded to the Commission’s SharePoint site.

Matthew L. Homsher, Secretary
December 12, 2025
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Thank you for your attention to this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Teresa K. Harrold', with a stylized flourish at the end.

Teresa K. Harrold

cc: Certificate of Service (*via electronic mail*)
Sean Donnelly, Bureau of Technical Utility Services (*via electronic mail*)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Application of Pennsylvania-American Water :
Company under Sections 1102(a) and 1329 of the :
Pennsylvania Public Utility Code, 66 Pa C.S. §§ :
1102(a) and 1329, for approval of (1) the transfer, by :
sale, to Pennsylvania-American Water Company, of :
substantially all of the assets, properties and rights : Docket No. A-2025-3053487
related to the wastewater system owned and :
operated by the East Coventry Township, and (2) the :
rights of Pennsylvania- American Water Company to :
begin to offer or furnish wastewater service to the :
public in the Township of East Coventry, Chester :
County, Pennsylvania :

CERTIFICATE OF SERVICE

I hereby certify that I have served a true copy of the foregoing **Amended Application** upon the parties, listed below in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

PARTIES SERVED VIA ELECTRONIC MAIL ON DECEMBER 12, 2025

Darryl Lawrence, Consumer Advocate
Office of Consumer Advocate
555 Walnut Street,
5th Floor, Forum Place
Harrisburg, PA 17101-1923
ra-oca@paoca.org

Allison Kaster, Esquire
Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
400 North Street, F West
Harrisburg, PA 17120
akaster@pa.gov

NazAarah Sabree, Small Business Advocate
Office of Small Business Advocate
555 Walnut Street, 1st Floor, Forum Place
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***Attorneys for
Pennsylvania-American Water Company***

**66 Pa. C.S. Section 1329 Application Completeness Review
Pennsylvania-American Water Company – Wastewater Division Acquisition of
East Coventry Township Wastewater System Assets at Docket No. A-2025-3053487**

4. Item No. 15.a. – The Checklist Item No. 15.a. requires the inventory to identify separately any utility plant that is held for future use. However, the Engineering Assessment does not appear to identify any utility plant that is held for future use. Please provide a revised Appendix A-15-a that either identifies separately any utility plant that is held for future use or indicates that there is no utility plant held for future use.

Response:

Please see the **Further CONFIDENTIAL Amended Appendix A-15-a** stating there is no plant held for future use.

**Prepared by: Michael Salvo, Director – Business Development
Pennsylvania-American Water Company**

Date: December 12, 2025

**Application of Pennsylvania-American Water Company for Acquisition of
the Wastewater Assets of East Coventry Township
66 Pa. C.S. §1329**

Application Filing Checklist – Water/Wastewater

Docket No. A-2025-3053487

15. Plant In Service

- a. Provide an inventory of the used and useful plant assets to be transferred. Identify separately any utility plant that is held for future use¹.

RESPONSE: a. See the Engineer’s Assessment attached as **CONFIDENTIAL Appendix A-15-a**² that identifies assets to be transferred as required by 66 Pa.C.S. § 1329(a)(4).

AMENDED RESPONSE:

- a. Please see Further Amended Engineer’s Assessment attached as **CONFIDENTIAL Further Amended Appendix A-15-a**.

¹ The inventory is to be developed from available records, maps, work orders, debt issue closing documents funding construction projects, and other sources to ensure an accurate listing of utility plant by utility account.

² Please note, the Engineering Assessment is **CONFIDENTIAL** due to the depiction of East Coventry’s location of their facilities.

66 Pa. C.S. Section 1329 Application Completeness Review
Pennsylvania-American Water Company – Wastewater Division Acquisition of
East Coventry Township Wastewater System Assets at Docket No. A-2025-3053487

- 16.** Checklist Item No. 25. – The Application’s Appendix A-20-b included a copy the Pennsylvania Department of Environmental Protection approved Water Quality Management (WQM) Permit No. 1524405 for a proposed residential development (Fricks Lock Development) named Village at Fricks Lock. WQM Permit No. 1524405 indicated that the Fricks Lock Development will include the installation of a proposed force main (Development Main Extension) that will extend west from the site along Fricks Lock Road and North along Schuylkill Road (State Route 724) where it will discharge into a proposed manhole adjacent to the entrance of Towpath Park. Based on publicly available information, it appears the Fricks Lock Development is under active construction.¹ Please provide a copy, if any, of any agreement between East Coventry Township and the developer of the Fricks Lock Development that includes the entity responsible for the Development Main Extension, and clarify whether PAWC-WD is seeking assignment of this agreement as part of the acquisition. If so, provide a revised Appendix A-25 that includes any agreement for the Development Main Extension.

Response:

East Coventry has entered into a Land Development and Financial Security Agreement (“Development Agreement”) with Frickslock Ventures LLC addressing various development procedures and obligations related to roadways, sidewalks, stormwater sewer facilities, vegetation, and other similar improvements.¹ With regard to sanitary sewer improvements, the Development Agreement requires the developer to dedicate certain sewer facilities to East Coventry. PAWC will file an amended application identifying the Development Agreement as a contract to be assigned, in part, to PAWC. Specifically, PAWC will only take assignment of East Coventry’s rights and obligations related to sanitary sewer facilities. PAWC will submit a revised **Appendix A-25** attaching the Development Agreement as part of the amended application it intends to file at the Commission in the near future. The Development Agreement is also attached hereto as **Attachment TUS-I-16**.

Prepared by: Michael Salvo, Director – Business Development
Pennsylvania-American Water Company

Date: December 12, 2025

¹ East Coventry also obtained a sewer easement from Frickslock Ventures LLC. Schedule 4.09 of the APA will be updated at Closing to include this easement.

66 Pa. C.S. Section 1329 Application Completeness Review

**Pennsylvania-American Water Company – Wastewater Division Acquisition of
East Coventry Township Wastewater System Assets at Docket No. A-2025-3053487**

Attachment TUS-16

Fricks Lock Development Agreement

LAND DEVELOPMENT AND FINANCIAL SECURITY AGREEMENT

THIS AGREEMENT made this 13th day of December, 2024 by and among **EAST COVENTRY TOWNSHIP**, a Second Class Township with a mailing address of 855 Ellis Woods Road, Pottstown, Pennsylvania 19465 ("Township") and **FRICKSLOCK VENTURES LLC**, with a registered address of 1171 Lancaster Avenue, Suite 201, Berwyn, Pennsylvania 19312 (hereinafter referred to as "Owner/Developer").

WITNESSETH:

WHEREAS, Owner/Developer is the owner of five (5) contiguous parcels of ground comprising, in the aggregate, approximately 100.477 acres, more or less, located at 200, 225 and 375 Fricks Lock Road, 2099 New Schuylkill Road, and 520 Sanatoga Road in East Coventry Township, Chester County, Pennsylvania, which parcels are identified as UPI Nos. 18-1-8, 18-1-8.3, 18-1-24, 18-1-25 & 18-1-28 and is more fully described in the legal description attached hereto, made a part hereof and marked as Exhibit "A" (hereinafter referred to as the "Tract"); and

WHEREAS, the Owner/Developer desires to develop the Tract aforesaid in accordance with certain final plans of land development, as shown on the plans prepared by Edward B. Walsh & Associates, Inc., being plans dated March 27, 2023, last revised August 13, 2024 (except for Sheets 20 through 28, which are last revised October 16, 2024, and Sheet 106 which is last revised November 4, 2024), consisting of some One-Hundred-Twelve (112) sheets (all of which are collectively referred to hereinafter as the "Plans") setting forth the proposed consolidation and subdivision of the Tract and the development thereof with one hundred fifty five (155) single family detached dwelling units (113 "typical" lots and 42 "executive" lots), paved private driveways, public common green areas totaling approximately 1.83 acres, public open space areas (otherwise referred to as Greenway Land) totaling approximately 61.917 acres

(containing benches, gazebos, fire pits, and seating areas), a public trail, internal paved streets, concrete sidewalks, thirteen (13) paved surface parking areas with a total of approximately 116 parking spaces, on-street parallel parking with a total of approximately 36 parking spaces, an onsite sanitary sewage pump station, public water and sanitary sewer facilities, stormwater management facilities, and related improvements on the Tract, as well as the realignment of Fricks Lock Road (the "Development") (a complete schedule of the record plan and all supporting plans is attached hereto as Exhibit "B" and expressly made a part hereof); and

WHEREAS, Owner/Developer desires to develop the Tract and install the required improvements shown on said Plans in accordance with the Township Subdivision and Land Development Ordinance and the Pennsylvania Municipalities Planning Code, 53 P.S. §10101, *et seq.*, as amended (the "MPC"); and

WHEREAS, Owner/Developer is entering into separate agreements with the appropriate utility to guarantee water service to the Tract in phases (the "Water Agreements") and has delivered a true and correct, fully executed copy of same to the Township; and

WHEREAS, Township desires to memorialize in writing the duties and obligations of the Owner/Developer with regard to the required improvements on the Plans and require that the completion of such improvements be secured in the manner prescribed by the MPC.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, agree as follows:

1. **IMPROVEMENTS**. All required improvements to be constructed or installed by the Owner/Developer (as well as the estimated costs of completing each) are listed on Exhibit "C" attached hereto, which is expressly made a part hereof (the said required improvements hereinafter referred to collectively as "Improvements"). Unless otherwise agreed in writing, all such Improvements are to be completed within thirty-six (36) months from the

date this Agreement (or a memorandum thereof) is recorded unless such time period is extended in writing at the discretion of the Board of Supervisors as authorized by the MPC. The following provisions shall be applicable to the Improvements:

A. **Sidewalks, Curbing, Driveways, Parking Areas and Cartways.**

Owner/Developer shall construct all sidewalks, curbing, driveways, parking areas and cartways as shown on the Plans. No wearing course paving shall be permitted between October 15 and April 15 without prior approval of the Township Engineer. No installation of binder course paving on any roadway shall be permitted between November 15 and March 15 of any year without prior written approval of the Township Engineer.

B. **Sanitary Sewers.** Owner/Developer shall construct sanitary sewers to service the Tract and shall also provide laterals to serve each structure erected thereon consistent with the Plans.

C. **Storm Drainage.** Owner/Developer shall construct storm drainage as shown on the Plans in order to adequately drain the Tract of surface waters. In the event that at any time during the construction or maintenance periods, it is determined by the Township Engineer, upon visual inspection of the operation of such storm water drainage and detention system, that the system as designed is inadequate or ineffective, in whole or in part, the Owner/Developer shall make all changes necessary to the storm drainage system to adequately and appropriately drain the Tract of surface waters. Any such changes in the storm water drainage system for the Tract shall be reviewed and approved by the Township Engineer. Owner/Developer shall obtain at its sole cost and expense any necessary storm drainage easements and permits. To the extent that a National Pollution Discharge Elimination System (“NPDES”) Permit must be obtained in connection with the Development, a Notice of Termination of the NPDES Permit shall be obtained by Owner/Developer from the delegated

county conservation district or Pennsylvania Department of Environmental Protection Regional Office (whichever is the appropriate processing entity) as a precondition of the certification of the Improvements as complete and the final release of the Financial Security as set forth below.

D. Water Lines. Owner/Developer shall construct and install all water lines shown on the Plans so that each structure to be constructed on the Tract shall be served with public water facilities. Furthermore, Owner/Developer shall submit to the Township satisfactory proof that public water will be adequately supplied to each and every aspect of the development which requires water. The Parties acknowledge that the water lines will be constructed in phases pursuant to the typical procedure utilized by PA American Water, but, notwithstanding the foregoing, Parties agree that all phases of the installation of the water lines shall be required under this Agreement as a part of the Development.

E. Plantings. Owner/Developer shall plant all trees, shrubs, lawns and other landscaping materials as shown on landscaping plans filed with the Township and, in addition thereto, shall comply with all applicable screening and buffering requirements of Township Ordinances. Owner/Developer shall, if deemed necessary by the Township, remove all unauthorized plantings within the road rights of way of the Township and refrain from planting any shrubbery or landscaping materials in any of the rights of way or intersection lines of sight as shown on the Plans unless permitted or directed to do so by Township.

F. Signs. Owner/Developer shall erect such street signs, traffic control signs and no parking signs within the Tract as shall be determined exclusively by the Township pursuant to the terms of its Ordinances. Such signs shall be of the type, size and construction designated by the Township Ordinances and shall be paid for by the Owner/Developer.

G. Other Improvements. The list of improvements contained in Paragraphs 1.A. through 1.F. is not intended to encompass all of the improvements required or shown on the Plans aforesaid. Owner/Developer shall install, construct or supply all other improvements set forth on the Plans or required by Township, County, State or federal law, ordinances, rules or regulations as the same may be required.

H. Final Approval Resolution. Owner/Developer shall develop the Tract and install the required Improvements in accordance with the approved Plans, the Township Subdivision and Land Development Ordinance, the MPC, and all provisions of that certain East Coventry Township Resolution No. 2024-10 approved by the Board of Supervisors on November 13, 2023 and accepted by Owner/Developer. The entire contents of said Resolution and exhibits are incorporated herein by reference as if set forth at length.

2. CONDITIONS PRECEDENT TO CONSTRUCTION.

A. Before commencing construction of the Improvements, the Owner/Developer shall submit to the Township Engineer the specifications for any materials not specifically set forth or designated on the Plans which are to be used in such construction, and Owner/Developer shall not proceed with any construction without the written approval of the Township Engineer.

B. No building permit shall be issued and no construction of the Improvements shall commence until:

- (i) the Plans are recorded according to law;
- (ii) this Agreement is duly signed and acknowledged;
- (iii) at the option of Township, a Memorandum of this Agreement is duly signed, acknowledged and recorded;
- (iv) all fees required by Township ordinances and regulations are paid, including payment of legal and

engineering fees and expenses incidental to review of the Development to date;

- (v) Owner/Developer tenders financial security in the form of a performance bond, approved by the Township Solicitor, to secure completion of the Improvements;
- (vi) Owner/Developer enters into the first phase of the Water Agreement, and building permits for particular dwelling units shall not be issued until Owner/Developer has entered into the Water Agreement related to such dwelling unit;
- (vii) Owner/Developer provides the Township with a Certificate of Insurance satisfying Paragraph 9 hereof; and
- (viii) The tapping fee, for a total of 155 residential units/EDUs, is chargeable against the Development in the amount of One Million Fifty-Three Thousand Five Hundred Thirty-Five and 00/100 Dollars (\$1,053,535.00) which shall be payable in full prior to the time a building permit is issued.

3. **CONSTRUCTION, INSTALLATION OR SUPPLY OF IMPROVEMENTS IN ACCORDANCE WITH THE SPECIFICATIONS.** All Improvements shall be constructed, installed or supplied by the Owner/Developer in accordance with the requirements and specifications of the Township, Pennsylvania Department of Transportation, Pennsylvania Department of Environmental Protection, and all other laws, ordinances, rules and regulations of all duly constituted public authorities which shall have jurisdiction over the installation, construction, supply or maintenance of any of the Improvements. All utility lines to be installed in the Tract shall be placed underground. It shall be the Owner/Developer's obligation to locate all underground structures and utilities which may be encountered during the construction of the Development, including but not limited to water, steam, oil and gas mains and lines, storm and sanitary sewers, telephone lines, cable television lines, electric conduits, and other underground installations, and to make adequate provisions to protect the same from damage or disruption. In

order to determine the location of the underground structures and utilities aforesaid, Owner/Developer shall arrange with the owners of such underground structures or utilities to assign a representative to mark the locations thereof. Owner/Developer shall pay any cost of digging test holes, the cost of services of the representatives of the owners of such utilities for the location of such utilities, the cost of determining the location and all other costs attendant with the identification of and protection of all underground utilities. The Owner/Developer shall not enter upon or occupy with men, tools or materials, any private lands outside the Tract, without the written permission of the owners of such private adjacent tracts having been obtained in advance.

The Owner/Developer shall be responsible for all damage to the sanitary sewer system of the Township or any authority, the Township's storm sewer system or any existing public water system which result from the Owner/Developer's construction or development of the Tract and shall immediately repair all such damage.

4. **PRIOR NOTICE TO THE TOWNSHIP OF INTENT TO BEGIN GROUND CLEARING.** No grading, excavating, removing or destruction of top soil, trees or other vegetative cover of any kind nor changes in the contours of the Tract shall be made unless and until the Township Engineer has been given seventy-two (72) hours written notice of Owner/Developer's intention to do so. Upon receipt of such written notice, the Township Engineer shall certify that all appropriate soil erosion and sedimentation control measures applicable to the specific work being initiated by the Owner/Developer have been put into place. In addition, Owner/Developer shall have installed snow fencing or other barriers acceptable to the Township Engineer to specify the limits of ground clearing so that trees and other vegetation not proposed to be affected by the construction of roads, homes or other improvements are not affected during the ground clearing process. Permission to grade and/or clear ground shall not be

granted by the Township Engineer for any portions of the Tract on which soil and erosion control measures as well as tree protection fencing have not been fully installed. If it is the intention of the Owner/Developer to clear lots on an individual basis, the notice required by this paragraph shall be given to the Township Engineer for each lot on which grading or tree clearing of any kind is necessary.

5. **SOIL EROSION, SEDIMENTATION CONTROL AND CONTROL OF WATER POLLUTION.** No changes shall be made in the contours of the Tract, no grading, excavating, removing or destruction of the topsoil, trees or other vegetative cover on the Tract shall be made until such time as a plan for minimizing soil erosion and sedimentation has been reviewed and approved by the Township, the Owner/Developer has submitted such a plan for minimizing soil erosion and sedimentation control to the Chester County Conservation District and/or the Pennsylvania Department of Environmental Protection (as appropriate) and such agency(s) have approved the Plans. The approval shall have been delivered to the Township prior to the date of this Agreement and the Owner/Developer shall comply with the Plans during the course of construction. The Owner/Developer shall use all care possible to prevent siltation and other pollution of the waters of the Commonwealth of Pennsylvania even if measures exceeding those set forth on approved Plans prove necessary. Owner/Developer further agrees to maintain reasonable control over dust or dirt blowing off the Tract in accordance with the rules, regulations and procedures of the Chester County Conservation District.

6. **COMPLIANCE BY SUBCONTRACTORS.** Owner/Developer shall procure and be responsible for the compliance of all of its contractors, subcontractors and suppliers with all applicable Federal, State, County and Township statutes, ordinances, rules, regulations and the applicable provisions of this Agreement as they may apply to any of the work

on the Tract. Such compliance shall include, but not be limited to, the procuring of all necessary permits and licenses in connection with the work to be done and the payment of all of the contributions, fees, premiums and taxes required by such laws, ordinances, rules and regulations.

7. **PROTECTION OF REASONABLE ACCESS DURING CONSTRUCTION.** At all times during the construction of the Development, the Owner/Developer and its contractors and subcontractors as aforesaid, shall conduct their work in such manner as to insure that there is a minimum obstruction to traffic and that access for the general public to the residences on and adjacent to the Tract is provided for in an adequate manner. No materials shall be stored upon any streets (whether or not such streets have yet been dedicated to the Township) unless such storage is absolutely necessary and will not obstruct emergency access as determined by the Township engineer. Any materials which must be stored upon such streets shall be placed so as to cause as little obstruction of the traffic as possible. Fire hydrants on or adjacent to the Tract shall be kept accessible to fire apparatus at all times and no materials or obstructions shall be placed within fifteen (15) feet of any such hydrant. All storm drainage and sewer inlets shall be kept unobstructed at all times. The Owner/Developer shall maintain such barricades and warning lights or flares as are necessary during the course of construction to protect traffic and the public in general. Any work in a street which is unfinished for any reason whatsoever shall be left in such a condition as to make the Tract safe and accessible at all points to fire and other emergency apparatus. Access to the Tract by construction vehicles and equipment during all phases of construction shall be limited to such location or locations as shall have been previously approved by the Township Engineer. Owner/Developer agrees that construction vehicles and equipment shall not enter or leave the Tract from any other point of access. Owner/Developer shall not permit its own vehicles or the vehicles of its employees or subcontractors to deposit mud, stones or other debris from the Tract onto the existing public

streets of the Township (without regard to whether such streets are owned and maintained by the Township, the county or the state). Owner/Developer shall be responsible to immediately remove any such deposits and in the event that such deposits are not removed after receipt of written notice from the Township to do so, Township shall have the right to proceed to remove such deposits using its own personnel or private contractors and to obtain reimbursement for any applicable costs and expenses of such removal from the financial security being established under the provisions of this Agreement.

8. **LIMITATION ON CONSTRUCTION HOURS.** Construction hours, including delivery of equipment and materials, shall be as provided in the Township's Standard Construction and Material Specifications for Public Improvements, unless otherwise approved by the Township in writing. Construction shall be prohibited on the following holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

9. **INSURANCE / INDEMNIFICATION.** Owner/Developer agrees to defend, indemnify and hold harmless the Township and its agents and employees from and against all claims, damages, losses and expenses, including court costs, attorneys' fees and other consultant's fees, arising out of or resulting from (a) the performance or failed performance of this work in the Tract, (b) the approval of the Improvements or Plans, (c) the rough grading and final regrading of the land within the Tract, and (d) as a result of any water or storm drainage runoff from Owner/Developer's premises, except to the extent caused by the gross negligence or willful misconduct of the Township. As between the Township and the Owner/Developer, Owner/Developer assumes all risks and shall bear all loss resulting from any injury to property or persons occasioned by neglect or accident during the progress of the development of the Tract, except to the extent caused by the gross negligence or willful misconduct of the Township. Owner/Developer shall obtain and maintain at all times during the course of construction of the

Development and the term of this Agreement, comprehensive commercial general liability insurance, including XCU coverage, with minimum limits of liability of at least \$1,000,000.00 per occurrence, \$3,000,000.00 in the aggregate and \$10,000,000.00 in excess/umbrella coverage, \$1,000,000 in auto liability, and statutory minimum requirements for worker's compensation. The said insurance shall contain a provision prohibiting its cancellation by the carrier without prior written notice of such cancellation to the Township. Prior to the commencement of any construction, Owner/Developer shall deliver to the Township a certificate issued by an insurance company reasonably satisfactory to the Township, indicating that Owner/Developer has obtained the policies of insurance required by this Agreement and that the premiums for the said insurance have been paid in advance for the entire period covered by said insurance. At all times during the term of this Agreement, Owner/Developer shall maintain a policy of general liability insurance naming the Township as an additional insured and providing that it may not be cancelled, allowed to expire or materially amended during the entire term of the Agreement, including any renewal or extension terms and until all work has been completed to the satisfaction of the Township. Owner/Developer must, within two business day of receipt, forward to the Township, by regular mail, hand delivery, fax or email, all notices received from all insurance carriers providing insurance coverage under this Agreement that concern the proposed cancellation or termination of coverage of any insurance policies required by this Agreement. During the construction period, the Owner/Developer shall have the right to substitute other insurance policies containing the same provisions as the original policies, provided however, that all such policies shall be in a form and issued by insurance companies reasonably acceptable to the Township and the Township shall at all times be indicated as an additional insured.

In the event that a third party, their agents, servants, employees, heirs, assigns, or grantees would institute any legal action whatsoever against Township, its agents, servants, or employees arising in any way from the development of the Tract, Owner/Developer hereby agrees to further pay any and all reasonable attorney's fees, engineering fees, court costs or any other expenses whatsoever incurred by Township, its agents, servants or employees in regard thereto unless finally adjudicated to have been caused by the gross negligence or willful misconduct of the Township, its agents, servants or employees. The Owner/Developer agrees that if suit is brought by Township against Owner/Developer to enforce this Agreement, Township shall be entitled to collect from the Owner/Developer, provided that Township shall prevail in its suit, all reasonable costs and expenses of suit, including reasonable attorneys' fees.

10. WASTE MATERIALS AND MAINTENANCE OF SANITARY FACILITIES DURING CONSTRUCTION. The Owner/Developer will collect and properly discard all waste material such as paper, cartons, and the like, and shall prevent the same from being deposited, and then either thrown or blown upon the tracts adjacent to the subject parcel or the Tract itself. Neither trash nor construction materials of any kind may be buried or burned anywhere on the Tract. In addition, Owner/Developer shall require that all contractors, subcontractors and material suppliers shall comply with the provisions of this paragraph. All rubbish and unused materials and tools shall be removed promptly from the Tract and, as work progresses, the Tract shall be carefully cleaned and kept clean of any rubbish or refuse. If the Owner/Developer or any of the contractors, subcontractors or material suppliers shall fail to comply with any of these conditions, the Township shall have the right to enter upon the Tract and perform such cleaning and disposal with its own employees or with its contractors and the Township may charge the cost of such service to the Owner/Developer's escrow account.

Owner/Developer shall provide and maintain properly secluded sanitary conveniences in accordance with existing regulations of the Pennsylvania Department of Labor and Industry and Pennsylvania Department of Health for the use of the workmen.

11. **"AS BUILT" PLANS.** Upon the completion of all of the Improvements and all of the structures to be constructed within the Tract, the Owner/Developer shall cause its registered professional engineers/surveyors to certify the Plans and supply "as built" Plans of all improvements in both .dwg (Auto CAD) and .shp file formats to the Township.

12. **BOUNDARY MARKERS.** The boundaries of the Tract shall be marked with permanent surveyor monuments. The monuments shall be placed at each corner of the Development and in such additional locations as the shape of the Tract requires and as shown on the Plans for clear designation of all boundary lines. In addition, the corners of all lots within the subdivision shall be "pinned" in a manner deemed sufficiently permanent by the Township Engineer. All such monuments and pins shall be placed by a registered surveyor and shall be visible when final grading has been completed and shall be installed as a precondition of the final release of the financial security posted pursuant to this Agreement and the Township's acceptance of any deeds of dedication related to the Development. The Owner/Developer shall provide the Township with a plan showing the accurate placement of said monuments and pins, which shall be certified by the Owner/Developer's registered professional surveyor.

13. **INSPECTIONS.** The Township shall have the right, at any time, to inspect any of the work to be performed on the Tract with respect to the installation of the Improvements and work related thereto, and all such inspections may be made by the Township through its employees or by consultants retained by the Township to determine that the construction has been and is being carried out in compliance with the approved Plans, the specifications of the Township and other duly constituted authorities and this Agreement. In

accordance with Section 510(g) of the MPC, the Owner/Developer shall not be required to reimburse the Township for inspections which are duplicative of inspections conducted by other governmental agencies or utilities such as inspections of the water system improvements or work performed in accordance with Highway Occupancy Permits, except in the limited case where the Township may be required to accept the dedication or maintenance responsibility (whether principal or secondary) of any such installed Improvements.

14. OCCUPANCY PERMITS. No structure shall be occupied until it and all of its appurtenances have been completed, all roads necessary for ingress and egress to the said structure have been completed to an extent which will permit unquestionable access for emergency vehicles and all of the other requirements of this Agreement and the Plans and other ordinances, laws, rules or regulations regarding such structure have been complied with, and the same have been inspected and approved by the Township and the Township has issued an occupancy permit or permits therefor. With regard to non-residential structures and projects where any portion of the site will be visited by the general public, the Township will not be obligated to issue an occupancy permit until all public and private improvements have been completed to an extent which sufficiently protects the public health, safety and welfare in the opinion of the Township Engineer. Furthermore, no structure shall be occupied until provisions satisfactory to the Township Engineer have been made in accordance with his expert opinion and the requirements of the Chester County Conservation District and the Pennsylvania Department of Environmental Protection for stabilization (including but not limited to seeding or sodding, if appropriate) to prevent erosion, and the run off of rain water, melting snow, etc., from being discharged onto adjacent tracts or onto the street or pavement and to prevent such run off from coming onto said lot, from other lots or other portions of the Development including streets and pavement. Except in the case of non-residential development as described above, the provisions

of this paragraph shall not prevent occupancy where the asphalt base course of any roadway or easement is constructed to the extent and manner required by the Township and the Owner/Developer or Township desires to delay the top surfacing of said roadway until the end of the term in which the Improvements are required to be completed or the completion of the Development.

15. **PLOT PLAN REQUIREMENTS; USE AND OCCUPANCY**

PERMIT. Owner/Developer and Township acknowledge that Use and Occupancy Permits are required under both the Township Zoning Ordinance and the Uniform Construction Code as adopted by the Township. In order to clarify procedures for construction, review and occupancy that should apply to residential lots in the proposed Development, Owner/Developer and Township shall abide by the following procedures, subject to the requirements of the Pennsylvania Uniform Construction Act except where in conflict with the requirements contained herein:

A. **Plot Plan.** Owner/Developer shall submit for approval by the Township Engineer, a proposed survey and on-lot grading plan for each lot or building, certified for accuracy in compliance with the approved Plans by Owner/Developer's engineer. After approval, Owner/Developer shall grade each lot or building in compliance with the said Survey and Grading Plan and the Overall Grading Plan for the subdivision or land development. Each plot plan shall be submitted to the Township and/or Township Engineer at least ten (10) business days prior to the expected foundation pouring to allow for review and issuance of Zoning and/or Building Permits.

B. **Foundation As-Built Plan.** Owner/Developer shall submit to Township or engineer a certified as-built foundation plan prior to framing of the structure. This plan shall show the foundation elevations plus the location of the foundation as depicted on the

Plot Plan and as the foundation relates to all lot lines.

C. **Final As-Built Plan.** An "As-Built" Survey Plan for each lot or building shall be provided to the Township and certified for accuracy in compliance with the approved Plans by the Owner/Developer's engineer prior to the issuance of a Use and Occupancy Permit for each lot or building. A Use and Occupancy Permit shall not be issued until Township determines that construction and on-lot grading has been performed in compliance with the approved Final Plan, or as otherwise approved by the Township Engineer, and all applicable ordinances, regulations, permits, resolutions and codes of Township, and of any other governmental agencies having jurisdiction thereover, except that use and occupancy permits may be provided prior to the submission of a Final As-Built Survey Plan: (i) for "blocks" of dwelling units (i.e. all dwelling units sharing party walls) that have been certified as complete by the Township Engineer; (ii) where the Township Engineer certifies that the continued construction of the Development will not interfere with the health, safety, use and enjoyment of such "block" of dwelling units by residents; and (iii) when the required improvements supporting such "block" of dwelling units are certified as complete by the Township Engineer and sufficient, in the sole opinion of the Township Fire Marshal and the Township Engineer, to enable emergency services to access such units.

D. **Use and Occupancy Permit.** Owner/Developer will make its best effort to submit a tentative settlement schedule at the beginning of each month. Possession of any buildings to be erected and constructed on site shall not be delivered to any prospective purchasers and/or tenant until a written Use and Occupancy Permit is issued by the Township. A Use and Occupancy Permit shall be issued within forty-eight (48) hours after submission of the application, unless there is cause for the Township not to issue the same including, but not limited to, a violation of the Township Building Code or a breach or default of Owner/Developer

of the terms and conditions of this Agreement.

E. Temporary Use and Occupancy Permits. In situations where all exterior on-lot work cannot be completed because of adverse weather conditions or other compelling circumstances, Temporary Use and Occupancy Permits may be issued for a lot at the sole discretion of Township subject to the following:

(1) The house or structure must be substantially completed such that the house or structure may be safely occupied in accordance with 34 Pa. Code § 403.46.

(2) The public street or roadway must be completed at least to base course and must be mud-free and completely passable in a safe manner.

(3) Curbs must be completed to provide access to the lot.

(4) All stormwater management structures or facilities associated in any way with drainage expected from the lot must be complete.

(5) Rough grading of the lot must have been completed and must provide positive drainage away from the structure.

(6) A Final As-Built Plan showing rough grading and building location must be submitted and approved by Township.

(7) The driveway serving said house or structure, as applicable, must be completed to the stone base.

(8) If, in the sole discretion of the Township Engineer, insufficient funds remain in the Bond and/or escrow established pursuant to Paragraph 17 of this Agreement, then Owner/Developer, upon notice from the Township, shall provide Township with a cash escrow or letter of credit in an amount reasonably determined by the Township Engineer to be sufficient in order to guarantee the completion of the work for lot which the

Temporary Use and Occupancy Permit is being requested and any associated legal and engineering fees required to obtain a final Use and Occupancy Permit for the lot in question. Any provided financial security shall be in a form approved by the Township Solicitor, issued by a lending or financial institution chartered by and authorized to do business in the Commonwealth of Pennsylvania, subject to the prior approval of Township. This escrow shall be irrevocable and shall remain valid until all of the aforesaid work shall be completed to the reasonable satisfaction of the Township and the final use and occupancy permit is issued.

(9) Owner/Developer shall execute the Temporary Use and Occupancy Permit acknowledging and certifying that the incomplete work is its responsibility and not that of the lot owner/purchaser.

(10) All incomplete work must be completed within the time stipulated on the Temporary Use and Occupancy Permit, unless otherwise extended by the Township. In the event the work is not completed within the time stipulated, then, in that event, Township may, on five (5) days' written notice to Owner/Developer, transmitted by facsimile or other similar electronics means, recognized overnight delivery service, hand delivery or certified mail at Township's option, utilize any of the remedies set forth herein, including revocation of all building and any other permits previously issued to Owner/Developer (except for final Use and Occupancy Permits issued for occupied dwellings) and refusal to issue any future building or any other permits issued to (except for final Use and Occupancy Permits issued for occupied dwellings) until the work required to obtain a final Use and Occupancy Permit is completed to Township's satisfaction.

(11) Additionally, if Owner/Developer does not complete the work required to be completed under the Temporary Use and Occupancy Permit within the time required, Township may, at its discretion, complete any such site work with its own personnel or

employ other persons and apply the Bond or cash escrow posted by Owner/Developer to reimburse Township for the costs incurred including any professional or consultant fees. Application and reduction of monies by Township are not deemed an exclusive remedy and do not constitute a waiver of any other available remedies. Any extension of time to complete the work requested may be granted by the Township Board of Supervisors at their sole discretion. The Township shall not be responsible for any work done by or at the direction of Township which work shall remain the responsibility of Owner/Developer.

F. In the event that Owner/Developer fails to satisfy its obligations and responsibilities under this Paragraph 15, Owner/Developer shall be responsible to cause the satisfaction of the same, and shall further be liable to remit payment for any and all fines, fees and Township costs incurred by Owner/Developer in prosecuting the same.

16. **FAILURE TO PROCEED.** If the Owner/Developer fails to prosecute the work of the Development with promptness and diligence, or fails in the performance of any of the provisions contained in this Agreement, the Township may, in its sole discretion, give to the Owner/Developer written notice of such default. In the event the Owner/Developer does not commence to correct such default within twenty (20) days of such notice, and thereafter to diligently continue to correct such default, the Township shall have the right to secure materials of the quality and quantity required by the Agreement and the Plans and the necessary numbers of workmen, mechanics and the required equipment in the open market at the then current market prices, from any party or parties, to complete the construction, installation or supplying of the Improvements.

If the Township secures workmen, mechanics and equipment in the open market to carry forward such work, the Township shall have the right to take possession of all materials on the premises intended for use in the performance of this Agreement for the purpose of

including them in the Improvements, and the Owner/Developer hereby assigns to the Township all of its right, title and interest in and to such materials for use in the completion of the Improvements.

All workmanship and materials incorporated in the Improvements shall be subject to inspection, examination and test at any time and all times during the installation or construction and at any and all places where such installation or construction are carried on. The Township shall have the right to reject defective materials and workmanship and such workmanship shall be satisfactorily corrected and rejected materials, equipment and other articles shall be replaced and, if Owner/Developer fails to proceed at once with the replacement of rejected materials, equipment or articles or the correction of any defective workmanship, the Township may proceed with the work as provided in this paragraph.

17. FINANCIAL SECURITY PROVISIONS.

A. Financial Security. Concurrently with the execution of this Agreement, Owner/Developer shall provide the Township with "financial security" in the form of a performance bond from Atlantic Specialty Insurance Company (the "Surety") in accordance with the requirements of Section 509 of the MPC, the submission of which shall be accompanied by Owner/Developer's true and correct W-9 form. The terms of the Bond are subject to the approval of the Township Solicitor.

B. Deposit of Bond. Owner/Developer agrees that the estimated cost of the Improvements is Twelve Million Three Hundred Eighty-One Thousand Three Hundred Thirty-One and 97/100 Dollars (\$12,381,331.97) as set forth on Exhibit "C" attached hereto. Consistent therewith, Owner/Developer has delivered a performance bond to the to the Township ("Bond") in the amount of Fourteen Million One Hundred Seven Thousand Five Hundred Ninety-Eight and 37/100 Dollars (\$14,107,598.37) which sum is one hundred ten percent (110%)

of the estimated cost of the Improvements (as of the date of this Agreement) plus Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for engineering, inspection fees and legal fees in accordance with Paragraph 17.C.

C. Engineering and Legal Fees. In addition to the Bond, Owner/Developer shall deposit with Township a cash escrow in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) plus a Letter of Credit from LinkBank, 35 North Church Street, Suite 350, West Chester, PA 19380 in the amount of Two Hundred Thirty-Eight Thousand One Hundred Thirty-Three and 20/100 Dollars (\$238,133.20) to reimburse the Township (as necessary) for all reasonable engineering, inspection fees and legal fees incurred in connection with the preparation of this Agreement, the preparation and recording of any applicable easements and the preparation and recording of the appropriate deeds of dedication and any other services incidental to the complete development of this Tract by Owner/Developer in accordance with the ordinances of East Coventry Township, which total amount is the portion of the 10% of the estimated cost of the Improvements calculated in Exhibit "C" less the Five Hundred Thousand and 00/100 Dollars (\$500,000.00) thereof reflected in the Bond.

In the event the funds in the cash escrow fall below Fifty Thousand and 00/100 Dollars (\$50,000.00) before the work required of the Township Engineer, Solicitor or other consultants will be completed, the Owner/Developer agrees that an additional amount determined in the sole discretion of the Township Engineer, but not exceeding One Hundred Thousand and 00/100 Dollars (\$100,000.00), shall be deposited by Owner/Developer within five (5) days from the date of written notice to make such deposit and the amount thereof. Owner/Developer agrees that Township may direct the Township Engineer, Solicitor or other consultants to suspend all further work until such additional sums have been deposited with the Township. In the event that Township shall expend or become liable for engineering,

professional, legal or administrative costs and expenses in an amount in excess of the deposit required hereby or should Owner/Developer fail to replenish the cash escrow as requested by the Township, the Township shall have recourse against the Letter of Credit first and then the Bond if necessary for such expenses and costs as well as any expense and cost (including reasonable attorney's fees) of pursuing reimbursement from Owner/Developer (whether directly or against the Bond). Where an invoice has been provided to Owner/Developer meeting the requirements of the MPC and Owner/Developer has failed to pay said invoice within thirty (30) days after the receipt thereof, said unpaid sums shall accrue interest commencing five (5) days after the due date at the rate of twelve percent (12%) per annum from the due date until paid in full to the Township. Notwithstanding the foregoing, said interest and payment shall be subject to Owner/Developer's rights to dispute invoices in accordance with the MPC. Any dispute brought by Owner/Developer as to the amount of engineer, professional, legal or administrative costs and expenses shall not relieve the Owner/Developer of its obligation to replenish the cash escrow or limit the Township's recourse against the Bond as set forth herein.

D. Periodic Reduction of the Bond Upon Completion of the Improvements. As the Owner/Developer completes the various segments or categories of the Improvements, it may certify to the Township Engineer that such Improvements have been completed in accordance with the terms of this Agreement and the Plans. The Engineer (and/or such independent consulting engineer or engineers as the Township Engineer shall designate) shall inspect the segment, segments or categories of Improvements which the Owner/Developer alleges have been completed. If the Engineer shall determine that the said Improvements have been completed in accordance with this Agreement and the Plans, the Engineer shall certify to the Township that portion of the Bond which is appropriate for release utilizing a form substantially identical to that attached hereto as Exhibit "D". Upon receipt of the written

certification of the Township Engineer, the Township shall authorize release from the Bond in the amount certified by the Township Engineer, and notice of such authorization shall be provided to the Surety, if requested by the Owner/Developer. Upon receipt of said notice, the Surety shall release from the Bond the amount certified by the Township Engineer and authorized by the Township for release. If the Township Engineer fails to provide written certification to the Township within forty-five (45) days from receipt of the Owner/Developer's request, the Township shall be deemed to have approved the release of funds as requested by the Owner/Developer, and the Surety may release the amount requested for release by the Owner/Developer. No release pursuant to this Paragraph 17.D. shall reduce the Bond to an amount less than one hundred ten percent (110%) of the estimated cost of the Improvements remaining to be completed. If at any time during the work, the Township Engineer believes that the funds necessary to complete the Improvements are in excess of the amount then reflected in the Bond, the Township Engineer shall so notify the Township and the Owner/Developer, and the Owner/Developer shall immediately take such steps as may be necessary to increase the amount of the Bond by such additional sum as is determined by the Township Engineer to be needed to complete the Improvements. In lieu of increasing the Bond under such circumstances, the Township Engineer may require that any amounts then due to be reduced from Bond to reflect completed Improvements shall continue to be held in the Bond so that at all relevant times the Bond shall be in an amount of at least one hundred ten percent (110%) of the estimated cost of the Improvements remaining to be completed. In the event that Township seeks recourse against the Bond due to Owner/Developer's failure to replenish the cash escrow for inspection, engineering, professional, legal or administrative costs and expenses in accordance with Paragraph 17.C, Township and/or Township's Engineer may require that any amounts then due to be reduced from the Bond to reflect completed Improvements continue to be held in the Bond

so that the Township is reimbursed for its inspection, engineer, legal and administrative costs and expenses in accordance with this Agreement.

E. Default by Owner/Developer. If the Township determines that the Owner/Developer has failed to construct or install the Improvements in accordance with the Plans and its obligations under this Agreement and the Township desires to undertake the completion of the Improvements, the Township shall notify the Owner/Developer of its intention to undertake the completion of the Improvements in accordance with the Plans. The Owner/Developer shall immediately notify the Township in writing whether it will undertake the completion of the Improvements in accordance with the Plans or make the remainder of the Bond available to the Township to pay for the costs of the completion of the Improvements in accordance with the Plans. If the Owner/Developer does not elect to immediately undertake the completion of the Improvements or fails to respond to the Township's notice of intent to undertake completion of the Improvements within thirty (30) days after the date of receipt of the date of said notice, the Surety shall promptly pay to the Township the remaining balance of the Bond required to pay all of the costs of completing the Improvements. If the proceeds of the Bond are insufficient to pay the cost of installing or making repairs or corrections to all of the Improvements covered by this Agreement, the Township may, at its option, install part of such Improvements in all or part of the Tract and may institute appropriate legal or equitable action to recover the monies necessary to complete the remainder of the Improvements. In all cases, the Owner/Developer shall be responsible for one hundred percent (100%) of the costs of the installation of the Improvements plus all related expenses including such reasonable attorney's fees as may be incurred by the Township in enforcing the provisions of this Agreement against the Owner/Developer.

If a breach occurs in performance by Owner/Developer, then it is agreed that the Township Engineer shall determine the percentage of non-performance and such percentage of the aforesaid reasonable cost is hereby agreed upon as liquidated damages, to be applied *pro tanto* as aforesaid, and the Township shall have the further right to judgment to the extent that the actual cost of completion exceed those indicated herein, and Owner/Developer shall have the right to reimbursement to the extent that the actual costs are less than those as hereinabove indicated.

If the Township determines that the Owner/Developer has failed to construct or install the Improvements in accordance with the Plans and its obligations under this Agreement, or in any other way breaches the Agreement, the Township reserves the right to withhold inspections or building permits until reasonable compliance with the terms of this Agreement has been obtained.

18. DATE OF COMPLETION.

A. Owner/Developer shall complete all of the Improvements on or before the three (3) year anniversary date of the recording of this Agreement or a memorandum thereof. In the event that the Improvements are not completed as required hereby, or in the event that Owner/Developer is otherwise in default of this Agreement, then any undrawn funds remaining under the Bond shall, upon demand by Township, be paid to Township. The failure of the Township to immediately notify Owner/Developer that it is in default of this Agreement for failure to complete the Improvements within the time period provided herein shall not constitute a waiver by the Township of its right to declare Owner/Developer in default for failure to timely complete the Improvements in the future. Upon such payment, such funds shall be used and applied by Township for the purposes of paying the cost of completing the Improvements and for such other costs as are described herein. In completing said Improvements, Township may, at its

option, have such Improvements completed by Owner/Developer or by independent contractors or by Township's employees or by any combination of the foregoing, as Township may elect.

B. The Improvements shall not be deemed to be completed until the Township Engineer certifies that the Improvements have been satisfactorily completed in accordance with the terms of this Agreement.

C. In the event that Owner/Developer requires more than one (1) year to complete the required Improvements, Township may, if it agrees to such extension, require that the Financial Security be increased either by requiring the posting of an additional ten percent (10%) for each additional one year period to an amount not exceeding one hundred ten percent (110%) of the cost of completing the remaining required Improvements as re established at that time. The Township is under no obligation to notify Owner/Developer that the date of completion has expired. Owner/Developer shall have the sole obligation of requesting, in writing, an extension of time to complete the required Improvements.

19. **DEDICATION OF CERTAIN IMPROVEMENTS.**

A. Sanitary and Storm Sewer Facilities. When all sanitary and storm sewer facilities are satisfactorily installed on the Tract, those portions which are deemed necessary for the proposed operation of the Township sewer system shall be dedicated by the Owner/ Developer to the Township. Upon completion of the sanitary and storm sewer facilities, Owner/Developer shall provide legal descriptions of all easements or rights-of-way for those portions of the facilities to be dedicated to the Township, as well as parcel numbers therefore, when necessary, which will be utilized for the purposes of deeds of dedication. Deeds of conveyance of rights-of-way or easements to be dedicated as prepared by the Township Solicitor shall be executed by the Owner/Developer, or the appropriate landowner for the purpose that the same may be held by the Township.

B. Dedication of Streets and other Improvements. When all of the Improvements are completed to the satisfaction of the Township and certified as such by the Township Engineer, the Owner/Developer shall dedicate such roads and rights-of-way as are shown on the Plans as "to be dedicated" to the Township. The Owner/Developer shall provide legal descriptions of the areas which have been so improved to the Township for the preparation of the deeds of dedication. The deeds of dedication shall be prepared by the Township Solicitor, executed by the Owner/Developer or the appropriate landowner for the purpose that the same may be held by the Township. Prior to the acceptance of the deeds of dedication, the Owner/Developer shall furnish to the Township, at Owner/Developer's expense, a commitment for title insurance issued by a title insurance company reasonably acceptable to the Township, indicating that the areas to be conveyed are free and clear of all encumbrances, restrictions, easements or covenants of any nature. Such commitment and title insurance policy, to be issued to the Township at the time of the acceptance of the deeds, shall be in an amount satisfactory to the Township and shall be paid for by the Owner/Developer. The Owner/Developer shall also be entirely responsible for any transfer tax which may be assessed by virtue of the deeds or other documents of title conveying the Improvements or any associated easements to the Township. A schedule of all the Improvements proposed to be dedicated upon completion is attached hereto as Exhibit "E".

20. RIGHT TO CONNECT TO STORM AND SANITARY SEWER SYSTEMS. Owner/Developer, on behalf of itself, its successors or assigns, irrevocably grants to the Township and all others approved by the Township, the right to connect to the sanitary sewer lines constructed by the Owner/Developer in the Tract aforesaid or adjacent thereto after acceptance of dedication of the sanitary sewer lines by the Township. Nothing in this paragraph shall be construed, however, to require the Owner/Developer to permit a connection which

would either overload a storm sewer collection system or detention basin or which would deprive the Owner/Developer of its reimbursement rights for certain community improvements as provided under applicable law.

21. **MAINTENANCE BOND.** Owner/Developer acknowledges that pursuant to Section 509 of the MPC (53 P.S. §10509, as amended) and §22-606 of the East Coventry Township Code, the Township is entitled to require the posting of Financial Security to secure the structural integrity of the Improvements accepted for dedication by the Township and required landscaping for the Development (those Improvements accepted for dedication by the Township and required landscaping for the Development being collectively the “Dedicated Improvements”), as well as the functioning of said Dedicated Improvements in accordance with the design and specifications as depicted on the final Plans. This posting of financial security shall be for a period not to exceed eighteen (18) months from the date of entering into a Maintenance Agreement. It is agreed by the Owner/Developer that simultaneously with the offering of deeds of dedication, Owner/Developer will supply financial security in the form authorized by the statute aforesaid, in an amount not to exceed fifteen percent (15%) of the actual costs and installation of the Dedicated Improvements, said security being posted for a period of eighteen (18) months to guarantee the structural integrity and proper functioning of the Dedicated Improvements as aforesaid. A condition to financial security to be posted herein shall be that the Owner/Developer shall, for the period of eighteen (18) months as aforesaid, except for ordinary wear and tear, repair and maintain such Dedicated Improvements and construct and make good and replace all materials, equipment and work, and remedy all defects in materials, equipment and workmanship, all shrinkage, settlement and other faults of any kind arising from a lack of structural integrity or failure of the Dedicated Improvements to properly function in

accordance with the Plans, at its own expense, and to the satisfaction of the Township, when notified in writing to do so.

Owner/Developer agrees that the Township shall have the right to make or cause to be made good or replace all inferior materials, equipment and workmanship, and remedy all defects in materials, equipment and workmanship, all shrinkage, settlement or other faults of any kind whatsoever arising therefrom in case the Owner/Developer shall fail or refuse to do so in accordance with the terms of this Agreement. In the event that the Township should exercise and give effect to such rights, the Owner/Developer shall be liable hereunder to pay and indemnify the Township upon completion, the final cost thereof to the Township, including but not limited to engineering, legal and any associated costs, together with any damages, either direct or consequential which the Township may sustain as a result of the failure of the Owner/Developer to carry out and execute all of the provisions of this Agreement.

In addition to the agreement by the Owner/Developer to provide financial security to the Township in accordance with this provision to guarantee the structural integrity and proper functioning of the Dedicated Improvements as aforesaid, the Owner/Developer agrees that it will post appropriate financial security consistent with Section 509 as aforesaid for the purpose of providing similar maintenance and security to any improvement installed by or at the request of any utility provider. Such financial security as may be required by any utility provider shall be separate and apart from the security required by the Township for the protection of the other Improvements as defined herein.

22. STREET NUMBERS AND SIGNS. Owner/Developer agrees that neither it nor its successors or assigns shall permit occupancy of any buildings erected on the Tract without prior placement of street signs and address numbers of all such building on the

premises so as to permit easy location and identification of such buildings by visitors, delivery men, Township staff and emergency personnel.

23. **CABLE TELEVISION SERVICE.** Prior to final road surface application, Owner/Developer, its agents, servants, workmen or employees, contractors, subcontractors, independent contractors, successors or assigns shall arrange for the installation of cable television lines (if applicable) to service the Tract. In the event that such installation must be postponed for any reason until after the lots, parcels or portions of the Tract are sold, Owner/Developer on behalf of itself, its successors or assigns, agrees that it, they, or any of them, have set aside or otherwise reserved an easement along and across the Tract for the installation of said service in the future at such locations as shall be approved by the Township. Nothing in this paragraph is intended to prevent the Owner/Developer from contracting with a cable television company for access rights within the Development while the property or properties within the Development remain in the ownership and control of the Owner/Developer.

24. **WETLANDS.** Approval by the Township of the Plans shall not be construed as relieving Owner/Developer of its responsibility of compliance with the provisions of the Clean Water Act, 33 U.S.C. Sections 1251, *et. seq.*, regarding building, dredging or filling in areas which are or may be deemed to be wetlands within the jurisdiction of the U.S. Army Corps of Engineers or the Pennsylvania Department of Environmental Protection.

25. **OPEN SPACE.** Except as may be specifically set forth on the Plans, or as may otherwise be specifically permitted by the Township in writing, the Owner/Developer agrees that there shall be no construction, traffic or work on any open space. The Owner/Developer agrees that no dirt will be stockpiled on the open space, nor will the open space be altered from its original condition except as specifically set forth on the Plans. No stumps, roots or debris will be buried in the open space. The Owner/Developer agrees to do any

necessary cleanup of the open space whether or not such land is proposed to be dedicated to the Township.

26. **SNOW REMOVAL.** Upon the acquisition of the first building permit for any structure in the Tract and until the roads within the Development are deeded and accepted by the Township (if at all), the Owner/Developer shall keep the roads cleared of snow and in default thereof, the Township will at its option contract for the removal of snow as the Township deems necessary to make the roads passable, and the Owner/Developer shall reimburse the Township for the expense thereof. The removal of snow by the Township prior to acceptance of the roads shall not be considered an acceptance thereof.

27. **STORMWATER MANAGEMENT FACILITIES.** All stormwater management facilities required by the Plans to be done by Owner/Developer on the Tract or on the property of any third party shall be done prior to the construction or erection of any structures which will create water runoff intended to be controlled by any such stormwater management facilities. The construction of stormwater management facilities shall be done simultaneously with and in conjunction with the construction of other required improvements of the Development so that there can be a stabilization process before the erection and construction of any buildings.

28. **NO OBSTRUCTION OF EMERGENCY ACCESS.** If the Development includes a provision for and depicts on the Plans an emergency access area, no landscaping, accessory buildings, play equipment affixed to the ground, etc. shall be permitted to be located anywhere within the boundaries of that emergency access area. The emergency access area shall be kept open and passable at all times so that it may be utilized by emergency and other vehicles when deemed necessary during police, fire and other emergencies.

29. **RECORDING OF DEED NOT ACCEPTANCE OF ROAD.** For any deed of dedication concerning new roads within a subdivision or land development or additional right-of-way along existing public roads where any required improvement is to be performed by the Developer, the recording of such a deed shall not act as legal acceptance of the road or the improvements. In such cases, acceptance of the road or improvements by East Coventry Township shall be solely indicated by the passage of a resolution of the East Coventry Township Board of Supervisors formally indicating such acceptance.

30. **FEES AND COSTS.** Owner/Developer shall pay to the Township the following:

A. All reasonable inspection and engineering fees incurred by the Township during the course of construction of the Development.

B. All recording fees and applicable transfer taxes (if any).

C. All legal fees incurred for the negotiation, preparation, recording, enforcement or interpretation of this Agreement or the Plans or any deeds of dedication.

D. All development impact fees (if any) required by the ordinances of Township as well as all capital contributions in lieu of specific required improvements as set forth in the Preliminary or Final Approval Resolutions of the Township's Board of Supervisors for the development of the Tract.

31. **APPROVAL.** Provided that the Owner/Developer has complied with all conditions set forth in the preliminary and final approval resolutions in connection with the Development, at or before the time of execution of this Agreement, the Township hereby approves the Plans.

32. **NOTICES.** All notices or other communications required to be given under the terms of this Agreement shall be in writing and shall be sent certified mail, postage

prepaid, or by reputable, nationally-recognized overnight courier (such as FedEx), addressed as follows:

A. If to the Township, addressed to:

East Coventry Township
855 Ellis Woods Road
Pottstown, PA 19465
Attn: Township Manager

With a copy to:

Mark A. Hosterman, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

B. If to the Owner/Developer, addressed to:

FricksLock Ventures, LLC
1171 Lancaster Avenue, Suite 201
Berwyn, Pennsylvania 19312
Telephone No. 610.725.0812
Email: tr@moserhomes.com

With a copy to:

Alyson M. Zarro, Esquire
Riley Riper Hollin & Colagreco
717 Constitution Drive
Exton, PA 19341

or to such other address or addresses and to the attention of such other person or persons as any of the parties may notify the other in accordance with the provisions of this Agreement.

33. COVENANTS RUNNING WITH THE LAND. This Agreement or a memorandum thereof shall be recorded in the Recorder of Deeds Office in and for Chester County, Pennsylvania at the expense of the Owner/Developer. The provisions of this Agreement shall be binding on the heirs, assigns, grantees and successors of the parties hereto and shall constitute covenants running with the land.

34. GENERAL PROVISIONS.

A. The remedies given to the Township under this Agreement are cumulative, and the Township shall have in addition all other available remedies, including self help and also those remedies allowed by law and in equity.

B. No delay in exercising or omission of the right to exercise any right or power by the Township shall impair any such right or power or shall be construed as a waiver of any breach or default, or as acquiescence thereto. One or more waivers of any term or condition of this Agreement by the Township shall not be construed by the Owner/Developer as a waiver of a continuing or subsequent breach of the same or any other term or condition of this Agreement.

C. All rights and obligations given herein to or imposed upon the respective parties hereto shall extend to and bind the several and respective successors and assigns, heirs, executors and administrators of the parties; provided, however, that neither Owner/Developer nor the Surety may transfer, convey or assign their respective rights and obligations under this Agreement without the prior written consent of the Township.

D. All of the parties to this Agreement hereby consent to the exclusive jurisdiction of the Chester County Court of Common Pleas, Commonwealth of Pennsylvania, with respect to any dispute arising in connection with this Agreement or the enforcement thereof.

E. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania.

F. This document contains the entire agreement made between the parties on the matters covered by this Agreement. This Agreement may not be amended, altered, revoked, waived or clarified orally or by any action other than by a signed writing.

(Signatures on the following page)

IN WITNESS WHEREOF, East Coventry Township and Owner/Developer have caused this Agreement to be duly executed the day and year first above written.

TOWNSHIP:

EAST COVENTRY TOWNSHIP

By: 
Ray Kolb, Chairman,
Board of Supervisors

Attest: 
Eugene C. Briggs Jr., Township Manager/Secretary

OWNER / DEVELOPER:

FRICKSLOCK VENTURES LLC

By: 
Theodore R. Moser, III, Member

ACKNOWLEDGEMENT

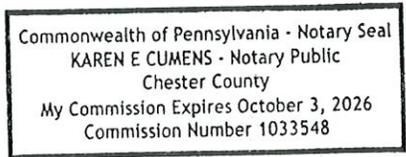
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 13th day of December, 2024, before me, the undersigned officer, a Notary Public, personally appeared **Ray Kolb**, known to me to be the Chairman of the East Coventry Township Board of Supervisors, and that he as such Chairman, being authorized to do so, executed the foregoing on behalf of East Coventry Township for the purposes therein contained.

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

Karen E Cumens
Notary Public

My Commission Expires:



ACKNOWLEDGEMENT

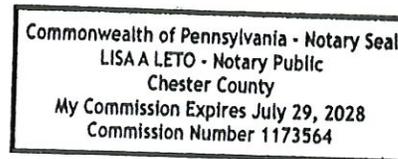
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this 11th day of December, 2024, before me a Notary Public, the undersigned officer, personally appeared **Theodore R. Moser, III**, who acknowledged himself to be Member of FricksLock Ventures, LLC, a Pennsylvania limited liability company, and that he being authorized to do so as such officer executed the foregoing instrument for the purposes therein contained.

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


Notary Public

My Commission Expires:



SCHEDULE OF EXHIBITS

- "A" Legal description of the Tract.

- "B" Schedule of Plans.

- "C" Schedule of the Improvements with itemized costs, contingency and amounts for Township administrative, engineering and legal costs.

- "D" Form for Township Engineer's Work Progress Certificate.

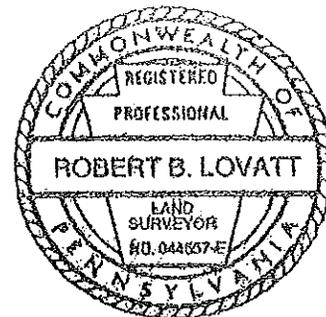
- "E" Schedule of Improvements proposed to be dedicated upon Completion.

Legal Description of the Tract

EXHIBIT "A"



EDWARD B. WALSH & ASSOCIATES, INC.
Complete Civil Engineering & Land Surveying Services
Whitelands Business Park
855 Springdale Drive, Suite 202
Exton, PA 19341



4900
Village at Frick's Lock
October 16, 2024

**LEGAL DESCRIPTION
OVERALL TRACT BOUNDARY
VILLAGE AT FRICK'S LOCK
EAST COVENTRY TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN parcel or piece of land situate in the Township of East Coventry, County of Chester, Commonwealth of Pennsylvania, shown on a plan titled "Major Final Plan, Overall Subdivision/Record Plan, Village at Frick's Lock", prepared by Edward B. Walsh & Associates, Inc., Civil Engineers and Land Surveyors, Exton, PA, dated March 27, 2023, last revised October 16, 2024, Project No. 4900, being Sheets 20 through 28 of a total of 112 Sheets, and being more fully described as follows:

BEGINNING at a point marked by a concrete monument found on the northerly relocated required right-of-way line of Frick's Lock Road (per Rec. Plan #20861) (T-515) at a distance of 26 feet north of the centerline thereof, common to the southeasterly most corner of lands of the now or former Double-M Properties, Inc. (UPI 18-1-8.4), as shown on said Plan; thence from the point of beginning, along the easterly line of lands of said Double-M Properties, Inc. common to the westerly line of a proposed 25' wide PECO Access Easement over this described parcel, North 11 degrees 59 minutes 32 seconds East 300.10 feet to a point marked by an iron pin found in the southerly line of lands of the now or former PECO Energy Company (UPI 18-1-8.1); thence along the southerly line of said lands of PECO Energy Company the following two (2) courses and distances:

1. partly along said access easement and partly along the northerly line of a 40-foot-wide Township Easement, South 80 degrees 53 minutes 25 seconds East 115.40 feet to a point marked by an iron pin found;
2. continuing along the last-mentioned easement, along the southerly terminus of a 10 feet wide drainage ditch right-of-way over lands of said PECO Energy Company, North 75 degrees 50 minutes 28 seconds East 1,208.56 feet to a point being a corner of lands of the now or former Marie Murray and Phyllis Stinger (UPI 18-1-8.2);

thence along the same the following six (6) courses and distances:

REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS
Pennsylvania, New Jersey, Delaware & Maryland
610-903-0060 FAX 610-903-0080
www.ebwalshinc.com
Established 1985

1. South 57 degrees 08 minutes 28 seconds West 44.99 feet to a point;
2. South 32 degrees 55 minutes 17 seconds East 322.21 feet to a point marked by an iron pin found;
3. South 18 degrees 35 minutes 46 seconds East 83.92 feet to a point marked by an iron pin found on the northerly right-of-way line of Frick's Lock Road, being 25 feet more or less north of the centerline thereof;
4. along the same, easterly along a curve to the left having a radius of 167.27 feet, an arc distance of 71.21 feet and a chord which bears North 83 degrees 38 minutes 12 seconds East 70.67 feet to a point of tangency marked by an iron pin found;
5. continuing along the same, North 72 degrees 31 minutes 19 seconds East 53.99 feet to a point marked by an iron pin found;
6. leaving said right-of-way line, North 18 degrees 36 minutes 17 seconds West 410.88 feet to a point marked by an iron pin found on the southerly line of lands of PECO Energy Company, aforementioned;

thence along the same, North 75 degrees 50 minutes 28 seconds East 248.13 feet to a point, being the northwesterly corner of lands of the now or former Charles R. & Wendy L. Schukraft (UPI 18-1-11.1); thence along the southwesterly line of the same, and along lands of the now or former Stephen & Mary H. Fritz (UPI 18-1-9), South 52 degrees 31 minutes 32 seconds East, crossing the northwesterly existing right-of-way line of Frick's Lock Road, a distance of 499.09 feet to a point in the center of said road; thence along or near said centerline of road, South 71 degrees 35 minutes 53 seconds West 300.78 feet to a point; thence along the southwesterly line of lands of the now or former George F. Kovach (UPI 18-1-29), crossing the southeasterly existing right-of-way line of said road, passing over an axle found, South 44 degrees 14 minutes 07 seconds East 385.00 feet to point marked by an axle found; thence along the southeasterly line of said Kovach, along lands of the now or former Gerald W. & Joan L. Homsher (UPI 18-1-30), the now or former Jean D. Hugues (UPI 18-1-31), and the now or former Richard D. & Patricia H. Brown (UPI 18-1-32) North 37 degrees 36 minutes 14 seconds East 348.07 feet to a point marked by an axle found; thence along the southeasterly line of lands of the now or former Wesley C. & Emma J. Hyde (UPI 18-1-33) the following three (3) courses and distances:

1. North 38 degrees 00 minutes 22 seconds East 20.23 feet to a point;
2. North 44 degrees 54 minutes 04 seconds East, crossing the northwesterly line of an AT&T right-of-way, a distance of 246.23 feet to a point;
3. re-crossing said AT&T right-of-way line, North 21 degrees 19 minutes 26 seconds West, passing over an iron pin found, a distance of 36.51 feet to a point on the southeasterly existing right-of-way line of Frick's Lock Road (33 feet wide);

thence through the bed of the same, North 40 degrees 03 minutes 39 seconds East 41.96 feet to a point, being the westerly most corner of other lands of PECO Energy Company (UPI 18-1-28.1); thence leaving said road bed, along the southwesterly line of lands of said PECO Energy Company, re-crossing said existing right-of-way line of Frick's Lock Road, crossing the southeasterly AT&T right-of-way line, South 61 degrees 16 minutes 17 seconds East, crossing the westerly right-of-way line of Sanatoga Road (T-590), a distance of 370.01 feet to a point in the bed of said road; thence through the same the following two (2) courses and distances:

1. South 00 degrees 04 minutes 43 seconds West 225.67 feet to a point;
2. South 00 degrees 17 minutes 47 seconds East 61.78 feet to a point marked by a spike found at the northeasterly corner of lands of the now or former Lawrence & N. Gail Brown (UPI 18-1-28.2);

thence along the lands of the same the following three (3) courses and distances:

1. re-crossing the last-mentioned right-of-way line, South 88 degrees 30 minutes 03 seconds West 248.75 feet to a point marked by an iron pin found;
2. South 00 degrees 21 minutes 18 seconds East 444.50 feet to a point marked by an iron pin found;
3. North 88 degrees 41 minutes 22 seconds East, re-crossing the last-mentioned right-of-way line, a distance of 250.44 feet to a point marked by a spike found in the bed of Sanatoga Road;

thence through said roadbed the following two (2) courses and distances:

1. South 00 degrees 44 minutes 38 seconds East 736.72 feet to a point;
2. South 18 degrees 59 minutes 38 seconds East 165.43 feet to a point marked by an iron pin found at the northeasterly corner of lands of the now or former Albert & Doris E. Gohl (UPI 18-1-27);

thence along the northerly line of the same, along the lands of the now or former Clarence & Helen Jane Smith (UPI 18-1-26), re-crossing said right-of-way line of Sanatoga Road, South 87 degrees 05 minutes 36 seconds West 432.25 feet to a point; continuing along the lands of Smith the following two (2) courses and distances:

1. North 52 degrees 20 minutes 54 seconds West, crossing a stream, along the southerly terminus of an existing AT&T easement, a distance of 159.22 feet to a point marked by an iron pin found;
2. South 36 degrees 59 minutes 07 seconds West, re-crossing said stream, crossing an iron pin found on the northeasterly existing legal right-of-way line of Schuylkill Road (S.R. 0724) (120 feet wide) at a distance of 59.41 feet from the next mentioned point, a total distance of a distance of 743.06 feet to a point in the bed said road;

thence through said roadbed the following five (5) courses and distances:

1. North 51 degrees 51 minutes 04 seconds West 925.96 feet to a point;
2. North 37 degrees 14 minutes 06 seconds East 14.15 feet to a point;
3. North 52 degrees 51 minutes 22 seconds West 1,375.52 to a point;
4. North 51 degrees 56 minutes 14 seconds West 682.18 feet to a point;
5. South 79 degrees 26 minutes 27 seconds East 13.17 feet to a point;

thence leaving said roadbed, through the bed of existing Frick's Lock Road, South 84 degrees 50 minutes 27 seconds East 167.51 feet to a point; thence North 11 degrees 46 minutes 33 seconds East 26.22 feet to a point on the northerly relocated required right-of-way line of Frick's Lock Road, aforementioned; thence along the same the following two (2) courses and distances:

1. easterly along a curve to the right having a radius of 1,162.62 feet, an arc distance of 62.53 feet and a chord which bears South 79 degrees 49 minutes 51 seconds East 62.52 feet to a concrete monument at a point of tangency;
2. South 78 degrees 17 minutes 25 seconds East 187.74 feet to the point and place of BEGINNING.

CONTAINING: 100.477 acres of land, be the same more or less.

E. B. Walsh & Assoc., Inc
 855 Springdale Dr., Suite 202
 Exton, PA
 610-903-0060
 Monday, October 07, 2024 1:39:18 PM

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OVERALL TRACT BOUNDARY

PT#			NORTH	EAST	ELEV
DESCRIPTION	CURVE DATA				
	BEARING	DISTANCE			
INVERSE SET					
4051			330454.0090	2565817.1380	206.83
MON CON FD					
	N11 59'32"E	✓ 300.10ft			
4054			330747.5560	2565879.4910	184.68
IPN CAP NAVE NZ					
	S80 53'25"E	✓ 115.40ft			
4055			330729.2860	2565993.4320	193.66
IPN CAP NAVE					
	N75 50'28"E	✓ 1208.56ft			
71456			331024.9134	2567165.2822	
C					
	S57 08'28"W	✓ 44.99ft			
3998			331000.5041	2567127.4918	
C					
	S32 55'17"E	✓ 322.21ft			
4057			330730.0340	2567302.6100	182.17
IPN FD					
	S18 35'46"E	✓ 83.92ft			
4056			330650.4980	2567329.3710	186.23
IPN CAP NAVE NNEWELL					
	RADIUS POINT:	179	330816.9021	2567346.3693	
	RADIUS:	167.27ft			
	DELTA:	24 23'31" LEFT			
	DEG OF CURVATURE:	34 15'12" ARC DEFINITION			
	ARC LENGTH:	71.21ft			
	CHORD LENGTH:	70.67ft			
	CHORD BEARING:	N83 38'12"E			
	TANGENT LENGTH:	36.15ft			
	MIDDLE ORDINATE:	3.78ft			
	EXTERNAL:	3.86ft			
4059			330658.3310	2567399.6090	184.39
IPN CAP NAVE NEWELL					
	N72 31'19"E	✓ 53.99ft			
4058			330674.5470	2567451.1080	
IPN CAP NAVE NEWELL					
	N18 36'17"W	✓ 410.88ft			
70			331063.9510	2567320.0240	
"PECO"					
	N75 50'28"E	✓ 248.13ft			
71472			331124.6461	2567560.6167	
C					
	S52 31'32"E	✓ 499.09ft			
71473			330820.9935	2567956.7101	
C					
	S71 35'53"W	✓ 300.78ft			
71462			330726.0439	2567671.3142	
C					
	S44 14'07"E	✓ 385.00ft			
4062			330450.1990	2567939.8930	189.43
AXLE FD					

1/1

E. B. Walsh Assoc., Inc
 855 Springdale Dr., Suite 202
 Exton, PA
 610-903-0060
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OVERALL TRACT BOUNDARY

PT#	CURVE DATA	NORTH	EAST	ELEV
DESCRIPTION	BEARING	DISTANCE		
4064 AXLE FD	N37 36'14"E	348.07ft	330725.9560 2568152.2840	174.25
71461 C	N38 00'22"E	20.23ft	330741.8940 2568164.7389	
71460 C	N44 54'04"E	246.23ft	330916.3076 2568338.5511	
71000 C	N21 19'26"W	36.51ft	330950.3150 2568325.2758	
71459 C	N40 03'39"E	41.96ft	330982.4277 2568352.2796	
71458 C	S61 16'17"E	370.01ft	330804.5796 2568676.7410	
71457 C	S0 04'43"W	225.67ft	330578.9102 2568676.4314	
4072 SPIKE FD	S0 17'47"E	61.78ft	330517.1310 2568676.7510	182.64
4066 IPN CAP CONVER	S88 30'03"W	248.75ft	330510.6230 2568428.0820	185.75
4067 CIPIN FD CONSMTH	S0 21'18"E	444.50ft	330066.1270 2568430.8360	185.12
4071 SPIKE FD	N88 41'22"E	250.44ft	330071.8550 2568681.2080	177.41
71463 C	S0 44'38"E	736.72ft	329335.2005 2568690.7728	
4068 IPN FD	S18 59'38"E	165.43ft	329178.7800 2568744.6140	161.40
71464 C	S87 05'36"W	432.25ft	329156.8618 2568312.9196	
4069 BASE REB 4.OH	N52 20'54"W	159.22ft	329254.1230 2568186.8590	169.71
71465 C	S36 59'07"W	743.06ft	328660.5730 2567739.8281	
71469	N51 51'04"W	925.96ft	329232.5442 2567011.6461	
71470	N37 14'06"E	14.15ft	329243.8106 2567020.2086	
	N52 51'22"W	1375.52ft		

2/3

E. B. Walsh Assoc., Inc
 855 Springdale Dr., Suite 202
 Exton, PA
 610-903-0060
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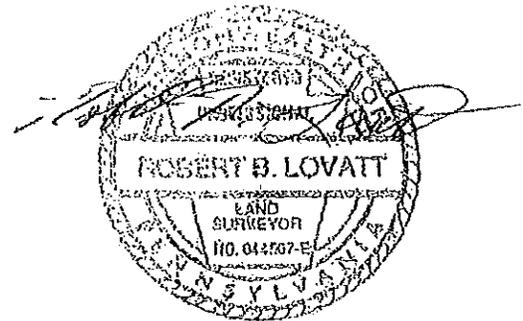
OVERALL TRACT BOUNDARY

PT#	DESCRIPTION	CURVE DATA BEARING	DISTANCE	NORTH	EAST	ELEV
71471	C			330074.3738	2565923.7507	
71466	C	N51 56'14"W	682.18ft	330494.9569	2565386.6441	
176		S79 26'27"E	13.17ft	330492.5435	2565399.5911	
71467		S84 50'27"E	167.51ft	330477.4805	2565566.4225	
71468		N11 46'33"E	26.22ft	330503.1487	2565571.7735	
		RADIUS POINT:	72	329353.7178	2565397.3559	
		RADIUS:	1162.62ft			
		DELTA:	3 04'53" RIGHT			
		DEG OF CURVATURE:	4 55'42" ARC DEFINITION			
		ARC LENGTH:	62.53ft			
		CHORD LENGTH:	62.52ft			
		CHORD BEARING:	S79 49'51"E			
		TANGENT LENGTH:	31.27ft			
		MIDDLE ORDINATE:	0.42ft			
		EXTERNAL:	0.42ft			
165	"MON/TBS"			330492.1110	2565633.3090	
4051	MON CON FD	S78 17'25"E	187.74ft	330454.0090	2565817.1380	206.83

12030.05ft TOTAL PERIMETER

AREA: 4376791.39 SQ FT 100.477 ACRES

Note: The computer printout can not be generated unless the error of closure is not zero.



Schedule of Plans

EXHIBIT "B"

Sheet No.		Description	Originatio n Date	Last Revised
1	of 112	Cover Sheet	3/27/23	8/13/24
2	of 112	Overall Subdivision/Record Plan	3/27/23	8/13/24
3	of 112	Waiver Matrix Plan	3/27/23	8/13/24
4	of 112	General Notes	3/27/23	8/13/24
5	of 112	Parcel Consolidation Plan	3/27/23	8/13/24
6	of 112	Overall Existing Features/Demolition Plan	3/27/23	8/13/24
7 - 12	of 112	Existing Features/Demolition Plan	3/27/23	8/13/24
13	of 112	Site Analysis and Context Plan	3/27/23	8/13/24
14	of 112	Resource Impact and Conservation Plan	3/27/23	8/13/24
15	of 112	Open Space Plan	3/27/23	8/13/24
16	of 112	Step 1 – Delineation of Conservation Lands	3/27/23	8/13/24
17	of 112	Step 2 – Location for Dwelling Units	3/27/23	8/13/24
18	of 112	Step 3 – Alignment of Streets & Trails	3/27/23	8/13/24
19	of 112	Step 4 – Design of Lot Lines	3/27/23	8/13/24
20	of 112	Overall Subdivision/Record Plan	3/27/23	10/16/24
21 - 28	of 112	Subdivision/Record Plan	3/27/23	10/16/24
29	of 112	Overall Site, Striping & Signage Plan	3/27/23	8/13/24
30 - 34	of 112	Site, Striping & Signage Plan	3/27/23	8/13/24
35	of 112	Overall Construction Improvement Plan	3/27/23	8/13/24
36 - 41	of 112	Construction Improvement Plan	3/27/23	8/13/24
42	of 112	Overall Erosion & Sedimentation Control Plan	3/27/23	8/13/24
43 - 48	of 112	Erosion & Sedimentation Control Plan	3/27/23	8/13/24
49	of 112	Overall Utility Plan	3/27/23	8/13/24
50-54	of 112	Utility Plan	3/27/23	8/13/24
55	of 112	Overall Post Construction Stormwater Management Plan	3/27/23	8/13/24
56-60	of 112	Post Construction Stormwater Management Plan	3/27/23	8/13/24
61-73	of 112	Road Profile Sheet	3/27/23	8/13/24
74-79	of 112	Profile Sheet	3/27/23	8/13/24
80-85	of 112	Construction Detail Sheet	3/27/23	8/13/24
86	of 112	Truck Circulation Plan	3/27/23	8/13/24
87-88	of 112	Post Construction Stormwater Management Detail Sheet	3/27/23	8/13/24
89-90	of 112	Erosion & Sedimentation Control Detail Sheet	3/27/23	8/13/24
91-95	of 112	Lighting Plans	3/27/23	8/13/24
96-98	of 112	ADA Ramp Details	3/27/23	8/13/24
99-110	of 112	Landscape Plans	3/27/23	8/13/24; Sheet 106 11/4/24
111	of 112	AT&T Easement Relocation Plan	3/27/23	8/13/24
112A&B	of 112	Offsite Drainage Map	3/27/23	8/13/24

**Schedule of Required Improvements,
Itemized Costs with Contingency,
Escrow Amounts, and Engineering and Legal Costs**

EXHIBIT "C"

Village At Fricks Lock
 Prepared September 19, 2024; Revised October 22, 2024
 Prepared by: Adam Brower of Edward B. Walsh & Assoc.

Item Description	Quantity	Unit	Unit Price	Total	Current Quantity	Current Amount	Previously Approved	Previously Approved Amount	Remaining Quantity	Remaining Amount
A. Survey and Layout										
Survey and Layout for Site Improvements per Scope	1	LS	\$ 175,000.00	\$ 175,000.00		\$ -			1	\$ 175,000.00
Subtotal				\$ 175,000.00						
B. Clearing										
Clearing and Grubbing	1	LS	\$ 65,000.00	\$ 65,000.00		\$ -			1	\$ 65,000.00
Subtotal				\$ 65,000.00						\$ 65,000.00
C. Erosion and Sedimentation Controls										
12" Compost Filter Sock	2460	LF	\$ 4.00	\$ 9,840.00		\$ -			2460	\$ 9,840.00
18" Compost Filter Sock	1445	LF	\$ 6.00	\$ 8,670.00		\$ -			1445	\$ 8,670.00
24" Compost Filter Sock	2068	LF	\$ 10.00	\$ 20,680.00		\$ -			2068	\$ 20,680.00
Inlet Protection Bags	122	EA	\$ 175.00	\$ 21,350.00		\$ -			122	\$ 21,350.00
Temporary Construction Entrance	1	EA	\$ 18,000.00	\$ 18,000.00		\$ -			1	\$ 18,000.00
Wash Rack	1	ES	\$ 10,000.00	\$ 10,000.00		\$ -			1	\$ 10,000.00
Tree Protection Fence	9432	LF	\$ 1.75	\$ 16,506.00		\$ -			9432	\$ 16,506.00
Vegetated Swales	42120	SF	\$ 0.60	\$ 25,272.00		\$ -			42120	\$ 25,272.00
NAG C125	482445	SF	\$ 0.23	\$ 110,962.35		\$ -			482445	\$ 110,962.35
Seed, Straw, and Mulch (Temp.) Topsoil Piles	150000	SF	\$ 0.60	\$ 90,000.00		\$ -			150000	\$ 90,000.00
Temp Seed and Stabilize Lots/Open Space	2360500	SF	\$ 0.05	\$ 118,025.00		\$ -			2360500	\$ 118,025.00
Asphalt Berms	119	EA	\$ 265.00	\$ 31,535.00		\$ -			119	\$ 31,535.00
E&S Maintenance	1	EA	\$ 50,000.00	\$ 50,000.00		\$ -			1	\$ 50,000.00
Subtotal				\$ 530,840.35						\$ 530,840.35
D. BMPs										
BMP 1 Infiltration Basin										
<i>Installation</i>										
Basin Keyway from Onsite Material	1	LS	\$ 2,900.00	\$ 2,900.00		\$ -			1	\$ 2,900.00
Outlet Control Structure	1	EA	\$ 5,250.00	\$ 5,250.00		\$ -			1	\$ 5,250.00
15" HDPE	104	LF	\$ 65.00	\$ 6,760.00		\$ -			104	\$ 6,760.00
15" Endwall	1	EA	\$ 1,600.00	\$ 1,600.00		\$ -			1	\$ 1,600.00
Rip Rap R3	56	SF	\$ 9.00	\$ 504.00		\$ -			56	\$ 504.00
Anti Slep Collars	2	EA	\$ 2,625.00	\$ 5,250.00		\$ -			2	\$ 5,250.00
Spillway NAG C125	800	SF	\$ 0.50	\$ 400.00		\$ -			800	\$ 400.00
Seed Basin	18000	SF	\$ 0.05	\$ 900.00		\$ -			18000	\$ 900.00
<i>Sediment Basin/Trap Installation Subtotal</i>				\$ 23,564.00		\$ -				\$ 23,564.00
<i>Conversion</i>										
6" Amended Soils	120	CY	\$ 65.00	\$ 7,800.00		\$ -			120	\$ 7,800.00
Ernst Seed Mix	6500	SF	\$ 0.15	\$ 975.00		\$ -			6500	\$ 975.00

<i>Sediment Basin/Trap Conversion Subtotal</i>				\$ 8,775.00	\$ -		\$ 8,775.00
Subtotal BMP 1				\$ 32,339.00			\$ 32,339.00
BMP 2 Infiltration Basin							
<i>Installation</i>							
	Basin Keyway from Onsite Material	1	LS	\$ 2,900.00	\$ 2,900.00	\$ -	1 \$ 2,900.00
	Outlet Control Structure	1	EA	\$ 3,575.00	\$ 3,575.00	\$ -	1 \$ 3,575.00
	18" HDPE	95	LF	\$ 70.00	\$ 6,650.00	\$ -	95 \$ 6,650.00
	18" Endwall	1	EA	\$ 1,600.00	\$ 1,600.00	\$ -	1 \$ 1,600.00
	Rip Rap R6	135	SF	\$ 15.00	\$ 2,025.00	\$ -	135 \$ 2,025.00
	Anti Seep Collars	2	EA	\$ 2,625.00	\$ 5,250.00	\$ -	2 \$ 5,250.00
	Spillway NAG C125	1200	SF	\$ 0.50	\$ 600.00	\$ -	1200 \$ 600.00
	Seed Basin	28000	SF	\$ 0.05	\$ 1,400.00	\$ -	28000 \$ 1,400.00
	<i>Sediment Basin/Trap Installation Subtotal</i>			\$ 24,000.00	\$ -		\$ 24,000.00
<i>Conversion</i>							
	6" Amended Soils	340	CY	\$ 65.00	\$ 22,100.00	\$ -	340 \$ 22,100.00
	Ernst Seed Mix	9000	SF	\$ 0.15	\$ 1,350.00	\$ -	9000 \$ 1,350.00
	<i>Sediment Basin/Trap Conversion Subtotal</i>			\$ 23,450.00	\$ -		\$ 23,450.00
Subtotal BMP 2				\$ 47,450.00			\$ 47,450.00
BMP 3 Sed Basin 4							
<i>Installation</i>							
	4" Skimmer	1	LS	\$ 3,455.00	\$ 3,455.00	\$ -	1 \$ 3,455.00
	Temp Riser & Trash Rack	1	EA	\$ 4,425.00	\$ 4,425.00	\$ -	1 \$ 4,425.00
	Baffle Walls	300	LF	\$ 16.00	\$ 4,800.00	\$ -	300 \$ 4,800.00
	Basin Keyway from Onsite Material	1	LS	\$ 2,850.00	\$ 2,850.00	\$ -	1 \$ 2,850.00
	Outlet Control Structure	1	EA	\$ 4,150.00	\$ 4,150.00	\$ -	1 \$ 4,150.00
	18" HDPE	150	LF	\$ 70.00	\$ 10,500.00	\$ -	150 \$ 10,500.00
	Anti Seep Collars	2	EA	\$ 3,250.00	\$ 6,500.00	\$ -	2 \$ 6,500.00
	18" Endwall	1	EA	\$ 1,600.00	\$ 1,600.00	\$ -	1 \$ 1,600.00
	Rip Rap R4	100	SF	\$ 10.00	\$ 1,000.00	\$ -	100 \$ 1,000.00
	Spillway NAG C-125	1100	SF	\$ 0.50	\$ 550.00	\$ -	1100 \$ 550.00
	Seed Basin	35000	SF	\$ 0.05	\$ 1,750.00	\$ -	35000 \$ 1,750.00
	<i>Sediment Basin/Trap Installation Subtotal</i>			\$ 41,580.00	\$ -		\$ 41,580.00
<i>Conversion</i>							
	Ernst Seed Mix	13000	SF	\$ 0.15	\$ 1,950.00	\$ -	13000 \$ 1,950.00
	<i>Sediment Basin/Trap Conversion Subtotal</i>			\$ 1,950.00	\$ -		\$ 1,950.00
Subtotal BMP 3				\$ 43,530.00			\$ 43,530.00
BMP 4							
<i>Installation</i>							
	Excavation	625	CY	\$ 9.00	\$ 5,625.00	\$ -	625 \$ 5,625.00
	8" Perf PVC Pipe	320	LF	\$ 24.00	\$ 7,680.00	\$ -	320 \$ 7,680.00
	Stone and Fabric	1050	TN	\$ 33.00	\$ 34,650.00	\$ -	1050 \$ 34,650.00
	Clean Outs	1	EA	\$ 185.00	\$ 185.00	\$ -	1 \$ 185.00

Backfill	1	LS	\$ 4,400.00	\$ 4,400.00	\$ -	1	\$ 4,400.00
<i>Sediment Basin/Trap Installation Subtotal</i>				\$ 52,540.00	\$ -		\$ 52,540.00
Subtotal BMP 4				\$ 52,540.00			\$ 52,540.00
BMP 5 Sed Basin 1							
<i>Installation</i>							
4" Skimmer	1	LS	\$ 3,455.00	\$ 3,455.00	\$ -	1	\$ 3,455.00
Temp Riser & Trash Rack	1	EA	\$ 4,425.00	\$ 4,425.00	\$ -	1	\$ 4,425.00
Baffle Walls	364	LF	\$ 16.00	\$ 5,824.00	\$ -	364	\$ 5,824.00
Basin Keyway from Onsite Material	1	LS	\$ 2,850.00	\$ 2,850.00	\$ -	1	\$ 2,850.00
Outlet Control Structure	1	EA	\$ 5,915.00	\$ 5,915.00	\$ -	1	\$ 5,915.00
Outflow Pipe 30" Twin RCP	52	LF	\$ 305.00	\$ 15,860.00	\$ -	52	\$ 15,860.00
34X53" RCP Stone to Spring Line	878	LF	\$ 245.00	\$ 215,110.00	\$ -	878	\$ 215,110.00
Manholes	5	EA	\$ 10,485.00	\$ 52,425.00	\$ -	5	\$ 52,425.00
Anti Seep Collars	2	EA	\$ 2,250.00	\$ 4,500.00	\$ -	2	\$ 4,500.00
34" X 53" Endwall	1	EA	\$ 16,400.00	\$ 16,400.00	\$ -	1	\$ 16,400.00
Spillway NAG C-125	1250	SF	\$ 0.50	\$ 625.00	\$ -	1250	\$ 625.00
Rip Rap R5	475	SF	\$ 15.00	\$ 7,125.00	\$ -	475	\$ 7,125.00
Seed Basin	82000	SF	\$ 0.05	\$ 4,100.00	\$ -	82000	\$ 4,100.00
<i>Sediment Basin/Trap Installation Subtotal</i>				\$ 338,614.00	\$ -		\$ 338,614.00
<i>Conversion</i>							
Desilt	250	CY	\$ 12.00	\$ 3,000.00	\$ -	250	\$ 3,000.00
Basin Cut	2330	CY	\$ 5.50	\$ 12,815.00	\$ -	2330	\$ 12,815.00
Basin Fill	10882	CY	\$ 5.50	\$ 59,851.00	\$ -	10882	\$ 59,851.00
Strip Topsoil	1345	CY	\$ 4.65	\$ 6,254.25	\$ -	1345	\$ 6,254.25
Grading	73000	SF	\$ 0.04	\$ 2,920.00	\$ -	73000	\$ 2,920.00
2a Modified	955	EA	\$ 33.00	\$ 31,515.00	\$ -	955	\$ 31,515.00
12" U Drain and Cleanouts	195	LF	\$ 25.00	\$ 4,875.00	\$ -	195	\$ 4,875.00
2' Amended Soils	965	CY	\$ 65.00	\$ 62,725.00	\$ -	965	\$ 62,725.00
Ernst Seed Mix	13450	SF	\$ 0.15	\$ 2,017.50	\$ -	13450	\$ 2,017.50
Topsoil	1200	CY	\$ 6.50	\$ 7,800.00	\$ -	1200	\$ 7,800.00
Seed and NAG C-125	60000	SF	\$ 0.16	\$ 9,600.00	\$ -	60000	\$ 9,600.00
<i>Sediment Basin/Trap Conversion Subtotal</i>				\$ 203,372.75	\$ -		\$ 203,372.75
Subtotal BMP 5				\$ 541,986.75			\$ 541,986.75
BMP 6 Sed Basin 2							
<i>Installation</i>							
4" Skimmer	1	LS	\$ 3,455.00	\$ 3,455.00	\$ -	1	\$ 3,455.00
Temp Riser & Trash Rack	1	EA	\$ 4,455.00	\$ 4,455.00	\$ -	1	\$ 4,455.00
Baffle Walls	142	LF	\$ 16.00	\$ 2,272.00	\$ -	142	\$ 2,272.00
Basin Keyway from Onsite Material	1	LS	\$ 2,850.00	\$ 2,850.00	\$ -	1	\$ 2,850.00
Outlet Control Structure	1	EA	\$ 4,135.00	\$ 4,135.00	\$ -	1	\$ 4,135.00
18" HDPE	62	LF	\$ 70.00	\$ 4,340.00	\$ -	62	\$ 4,340.00
Anti Seep Collars	2	EA	\$ 2,625.00	\$ 5,250.00	\$ -	2	\$ 5,250.00
18" Endwall	1	EA	\$ 1,600.00	\$ 1,600.00	\$ -	1	\$ 1,600.00
Spillway NAG C-125	2600	SF	\$ 0.50	\$ 1,300.00	\$ -	2600	\$ 1,300.00

Rip Rap R6	110	SF	\$ 15.00	\$ 1,650.00	\$ -	110	\$ 1,650.00
Seed Basin	42000	SF	\$ 0.05	\$ 2,100.00	\$ -	42000	\$ 2,100.00
<i>Sediment Basin/Trap Installation Subtotal</i>				\$ 33,407.00	\$ -		\$ 33,407.00
<i>Conversion</i>							
Desilt	300	CY	\$ 15.00	\$ 4,500.00	\$ -	300	\$ 4,500.00
Scarify	9500	SF	\$ 0.20	\$ 1,900.00	\$ -	9500	\$ 1,900.00
Strip Topsoil	500	CY	\$ 4.65	\$ 2,325.00	\$ -	500	\$ 2,325.00
Topsoil	700	CY	\$ 6.50	\$ 4,550.00	\$ -	700	\$ 4,550.00
Amended Soils	300	CY	\$ 65.00	\$ 19,500.00	\$ -	300	\$ 19,500.00
Basin Cut	2428	CY	\$ 5.50	\$ 13,354.00	\$ -	2428	\$ 13,354.00
Ernst Seed Mix	9500	SF	\$ 0.15	\$ 1,425.00	\$ -	9500	\$ 1,425.00
Seed and NAG C-125	27000	SF	\$ 0.16	\$ 4,320.00	\$ -	27000	\$ 4,320.00
<i>Sediment Basin/Trap Conversion Subtotal</i>				\$ 51,874.00	\$ -		\$ 51,874.00
Subtotal BMP 6				\$ 85,281.00			\$ 85,281.00
BMP 8 - SED Trap 1 (BMP 7 Included in Bulk Earthwork)							
<i>Installation</i>							
4" Skimmer	1	LS	\$ 3,455.00	\$ 3,455.00	\$ -	1	\$ 3,455.00
Temp Riser & Trash Rack	1	EA	\$ 4,455.00	\$ 4,455.00	\$ -	1	\$ 4,455.00
Baffle Walls	419	LF	\$ 16.00	\$ 6,704.00	\$ -	419	\$ 6,704.00
Basin Keyway from Onsite Material	1	LS	\$ 2,850.00	\$ 2,850.00	\$ -	1	\$ 2,850.00
Outlet Control Structure	2	EA	\$ 3,245.00	\$ 6,490.00	\$ -	2	\$ 6,490.00
18" HDPE	48	LF	\$ 70.00	\$ 3,360.00	\$ -	48	\$ 3,360.00
Inlet 126	1	EA	\$ 4,010.00	\$ 4,010.00	\$ -	1	\$ 4,010.00
Anti Seep Collars	2	EA	\$ 2,525.00	\$ 5,050.00	\$ -	2	\$ 5,050.00
18" Endwall	1	EA	\$ 1,600.00	\$ 1,600.00	\$ -	1	\$ 1,600.00
Spillway NAG C-125	3200	SF	\$ 0.50	\$ 1,600.00	\$ -	3200	\$ 1,600.00
Seed Basin	18000	SF	\$ 0.05	\$ 900.00	\$ -	18000	\$ 900.00
<i>Sediment Basin/Trap Installation Subtotal</i>				\$ 40,474.00	\$ -		\$ 40,474.00
<i>Conversion</i>							
Scarify	15750	SF	\$ 0.20	\$ 3,150.00	\$ -	15750	\$ 3,150.00
Amended Soils	295	CY	\$ 65.00	\$ 19,175.00	\$ -	295	\$ 19,175.00
Ernst Seed Mix	15750	SF	\$ 0.15	\$ 2,362.50	\$ -	15750	\$ 2,362.50
<i>Sediment Basin/Trap Conversion Subtotal</i>				\$ 24,687.50	\$ -		\$ 24,687.50
Subtotal BMP 8				\$ 65,161.50			\$ 65,161.50
BMP 9 - Infiltration Basin							
<i>Installation</i>							
Basin Keyway from Onsite Material	1	LS	\$ 2,850.00	\$ 2,850.00	\$ -	1	\$ 2,850.00
Outlet Control Structure	1	EA	\$ 4,615.00	\$ 4,615.00	\$ -	1	\$ 4,615.00
15" HDPE	70	LF	\$ 65.00	\$ 4,550.00	\$ -	70	\$ 4,550.00
Anti Seep Collars	2	EA	\$ 2,625.00	\$ 5,250.00	\$ -	2	\$ 5,250.00
Spillway NAG C-125	1500	SF	\$ 0.50	\$ 750.00	\$ -	1500	\$ 750.00
Seed Basin	16000	SF	\$ 0.05	\$ 800.00	\$ -	16000	\$ 800.00
<i>Sediment Basin/Trap Installation Subtotal</i>				\$ 18,815.00	\$ -		\$ 18,815.00

Conversion									
Amended Soils	450	CY	\$ 65.00	\$ 29,250.00	\$ -		450	\$ 29,250.00	
Ernst Seed Mix	11000	SF	\$ 0.15	\$ 1,650.00	\$ -		11000	\$ 1,650.00	
<i>Sediment Basin/Trap Conversion Subtotal</i>				\$ 30,900.00	\$ -			\$ 30,900.00	
Subtotal BMP 9				\$ 49,715.00				\$ 49,715.00	
BMP 10 Sed Basin 3									
<i>Installation</i>									
4" Skimmer	1	LS	\$ 3,455.00	\$ 3,455.00	\$ -		1	\$ 3,455.00	
Temp Riser & Trash Rack	1	EA	\$ 4,455.00	\$ 4,455.00	\$ -		1	\$ 4,455.00	
Baffle Walls	193	LF	\$ 15.00	\$ 2,895.00	\$ -		193	\$ 2,895.00	
Basin Keyway from Onsite Material	1	LS	\$ 2,850.00	\$ 2,850.00	\$ -		1	\$ 2,850.00	
Outlet Control Structure	1	EA	\$ 5,425.00	\$ 5,425.00	\$ -		1	\$ 5,425.00	
24" HDPE	62	LF	\$ 92.00	\$ 5,704.00	\$ -		62	\$ 5,704.00	
Anti Seep Collars	2	EA	\$ 2,625.00	\$ 5,250.00	\$ -		2	\$ 5,250.00	
24" Endwall	1	EA	\$ 2,200.00	\$ 2,200.00	\$ -		1	\$ 2,200.00	
Spillway NAG C-125	1800	SF	\$ 0.50	\$ 900.00	\$ -		1800	\$ 900.00	
Rip Rap R5	285	SF	\$ 15.00	\$ 4,275.00	\$ -		285	\$ 4,275.00	
Seed Basin	44000	SF	\$ 0.05	\$ 2,200.00	\$ -		44000	\$ 2,200.00	
<i>Sediment Basin/Trap Installation Subtotal</i>				\$ 39,609.00	\$ -			\$ 39,609.00	
<i>Conversion</i>									
Desilt	250	CY	\$ 9.50	\$ 2,375.00	\$ -		250	\$ 2,375.00	
Grading	48600	SF	\$ 0.04	\$ 1,944.00	\$ -		48600	\$ 1,944.00	
Strip Topsoil	750	CY	\$ 6.95	\$ 5,212.50	\$ -		750	\$ 5,212.50	
Topsoil		CY	\$ 6.50	\$ -	\$ -		0	\$ -	
Amended Soils	335	CY	\$ 65.00	\$ 21,775.00	\$ -		335	\$ 21,775.00	
Basin Cut	620	CY	\$ 6.00	\$ 3,720.00	\$ -		620	\$ 3,720.00	
Basin Fill	4038	CY	\$ 6.04	\$ 24,389.52	\$ -		4038	\$ 24,389.52	
2A Modified	610	TN	\$ 33.00	\$ 20,130.00	\$ -		610	\$ 20,130.00	
12" U Drain	120	LF	\$ 25.00	\$ 3,000.00	\$ -		120	\$ 3,000.00	
Ernst Seed Mix	5700	SF	\$ 0.15	\$ 855.00	\$ -		5700	\$ 855.00	
<i>Sediment Basin/Trap Conversion Subtotal</i>				\$ 83,401.02	\$ -			\$ 83,401.02	
Subtotal BMP 10				\$ 123,010.02				\$ 123,010.02	
BMP 11 Sed Trap 2									
<i>Installation</i>									
4" Skimmer	1	LS	\$ 3,455.00	\$ 3,455.00	\$ -		1	\$ 3,455.00	
Temp Riser & Trash Rack	1	EA	\$ 4,455.00	\$ 4,455.00	\$ -		1	\$ 4,455.00	
Baffle Walls	200	LF	\$ 15.00	\$ 3,000.00	\$ -		200	\$ 3,000.00	
Basin Keyway from Onsite Material	1	LS	\$ 2,850.00	\$ 2,850.00	\$ -		1	\$ 2,850.00	
Outlet Control Structure	1	EA	\$ 5,435.00	\$ 5,435.00	\$ -		1	\$ 5,435.00	
24" x 38" RCP	29	LF	\$ 220.00	\$ 6,380.00	\$ -		29	\$ 6,380.00	
Anti Seep Collars	2	EA	\$ 2,900.00	\$ 5,800.00	\$ -		2	\$ 5,800.00	
24" x 38" Endwall	1	EA	\$ 5,200.00	\$ 5,200.00	\$ -		1	\$ 5,200.00	
Spillway NAG C-125	3500	SF	\$ 0.50	\$ 1,750.00	\$ -		3500	\$ 1,750.00	

Rip Rap R4	240	SF	\$ 9.00	\$ 2,160.00	\$ -	240	\$ 2,160.00
Seed Basin	39000	SF	\$ 0.05	\$ 1,950.00	\$ -	39000	\$ 1,950.00
<i>Sediment Basin/Trap Installation Subtotal</i>				\$ 42,435.00	\$ -		\$ 42,435.00
<i>Conversion</i>							
Amended Soils	720	CY	\$ 65.00	\$ 46,800.00	\$ -	720	\$ 46,800.00
Ernst Seed Mix	16200	SF	\$ 0.15	\$ 2,430.00	\$ -	16200	\$ 2,430.00
<i>Sediment Basin/Trap Conversion Subtotal</i>				\$ 49,230.00	\$ -		\$ 49,230.00
Subtotal BMP 11				\$ 91,665.00			\$ 91,665.00
BMP 12 Sed Trap 3							
<i>Installation</i>							
4" Skimmer	1	LS	\$ 3,455.00	\$ 3,455.00	\$ -	1	\$ 3,455.00
Temp Riser & Trash Rack	1	EA	\$ 4,455.00	\$ 4,455.00	\$ -	1	\$ 4,455.00
Baffle Walls	282	LF	\$ 16.00	\$ 4,512.00	\$ -	282	\$ 4,512.00
Basin Keyway from Onsite Material	1	LS	\$ 2,850.00	\$ 2,850.00	\$ -	1	\$ 2,850.00
Outlet Control Structure	1	EA	\$ 7,900.00	\$ 7,900.00	\$ -	1	\$ 7,900.00
15" HDPE	47	LF	\$ 65.00	\$ 3,055.00	\$ -	47	\$ 3,055.00
Anti Seep Collars	2	EA	\$ 2,625.00	\$ 5,250.00	\$ -	2	\$ 5,250.00
15" Endwall	1	EA	\$ 1,600.00	\$ 1,600.00	\$ -	1	\$ 1,600.00
Spillway NAG C-125	1000	SF	\$ 0.50	\$ 500.00	\$ -	1000	\$ 500.00
Rip Rap R3	65	SF	\$ 9.00	\$ 585.00	\$ -	65	\$ 585.00
Seed Basin	33000	SF	\$ 0.05	\$ 1,650.00	\$ -	33000	\$ 1,650.00
<i>Sediment Basin/Trap Installation Subtotal</i>				\$ 35,812.00	\$ -		\$ 35,812.00
<i>Conversion</i>							
Amended Soils	420	CY	\$ 65.00	\$ 27,300.00	\$ -	420	\$ 27,300.00
Ernst Seed Mix	11000	SF	\$ 0.15	\$ 1,650.00	\$ -	11000	\$ 1,650.00
<i>Sediment Basin/Trap Conversion Subtotal</i>				\$ 28,950.00	\$ -		\$ 28,950.00
Subtotal BMP 12				\$ 64,762.00			\$ 64,762.00
BMP 13							
<i>Installation</i>							
Excavation	500	CY	\$ 9.00	\$ 4,500.00	\$ -	500	\$ 4,500.00
8" Perf PVC Pipe	280	LF	\$ 24.00	\$ 6,720.00	\$ -	280	\$ 6,720.00
Stone and Fabric	960	TN	\$ 33.00	\$ 31,680.00	\$ -	960	\$ 31,680.00
Clean Outs	1	EA	\$ 185.00	\$ 185.00	\$ -	1	\$ 185.00
Backfill	1	LS	\$ 2,215.00	\$ 2,215.00	\$ -	1	\$ 2,215.00
<i>Sediment Basin/Trap Installation Subtotal</i>				\$ 45,300.00	\$ -		\$ 45,300.00
<i>Conversion</i>							
Amended Soils	27	CY	\$ 65.00	\$ 1,755.00	\$ -	27	\$ 1,755.00
Ernst Seed Mix	1425	SF	\$ 0.15	\$ 213.75	\$ -	1425	\$ 213.75
<i>Sediment Basin/Trap Conversion Subtotal</i>				\$ 1,968.75	\$ -		\$ 1,968.75
Subtotal BMP 13				\$ 47,268.75			\$ 47,268.75
Subtotal BMPs				\$ 1,244,709.02			\$ 1,244,709.02

E. Earthwork						
Strip Topsoil	81246	CY	\$ 3.25	\$ 264,049.50	\$ -	81246 \$ 264,049.50
Site Cut	117275	CY	\$ 3.55	\$ 416,326.25	\$ -	117275 \$ 416,326.25
Respread Topsoil	22000	CY	\$ 3.45	\$ 75,900.00	\$ -	22000 \$ 75,900.00
Subtotal Earthwork				\$ 756,275.75		\$ 756,275.75
F. Sanitary Sewer						
<i>On Site</i>						
8" SDR-35 PVC Main	4152	LF	\$ 62.00	\$ 257,424.00	\$ -	4152 \$ 257,424.00
8" C-900 PVC Main	3000	LF	\$ 110.00	\$ 330,000.00	\$ -	3000 \$ 330,000.00
8" DIP CL-51	844	LF	\$ 165.00	\$ 139,260.00	\$ -	844 \$ 139,260.00
Epoxy Coated Manholes	50	EA	\$ 7,455.00	\$ 372,750.00	\$ -	50 \$ 372,750.00
PVC Lateral Connections	139	EA	\$ 555.00	\$ 77,145.00	\$ -	139 \$ 77,145.00
DIP Lateral Connections	16	EA	\$ 1,600.00	\$ 25,600.00	\$ -	16 \$ 25,600.00
6" SDR-35 PVC Laterals	3732	LF	\$ 64.00	\$ 238,848.00	\$ -	3732 \$ 238,848.00
6" C-900 PVC Laterals	2200	LF	\$ 85.00	\$ 187,000.00	\$ -	2200 \$ 187,000.00
6" DIP Laterals	715	LF	\$ 125.00	\$ 89,375.00	\$ -	715 \$ 89,375.00
Flush/Video	7673	LF	\$ 1.45	\$ 11,125.85	\$ -	7673 \$ 11,125.85
HDPPE DR-11 Force Main	2950	LF	\$ 65.00	\$ 191,750.00	\$ -	2950 \$ 191,750.00
Clean Out Manholes	2	EA	\$ 13,165.00	\$ 26,330.00	\$ -	2 \$ 26,330.00
Air Release Valve	1	EA	\$ 6,000.00	\$ 6,000.00	\$ -	1 \$ 6,000.00
Subtotal On Site Sanitary Sewer				\$ 1,952,607.85		\$ 1,952,607.85
<i>Offsite</i>						
Tie In to Existing w/ Drop	1	LS	\$ 11,315.00	\$ 11,315.00	\$ -	1 \$ 11,315.00
10" C900 PVC Main	307	LF	\$ 95.00	\$ 29,165.00	\$ -	307 \$ 29,165.00
Manholes	3	EA	\$ 6,250.00	\$ 18,750.00	\$ -	3 \$ 18,750.00
Off Site 6" C900 PVC Force Main	2900	LF	\$ 85.00	\$ 246,500.00	\$ -	2900 \$ 246,500.00
Clean Out Manholes	1	EA	\$ 13,165.00	\$ 13,165.00	\$ -	1 \$ 13,165.00
Air Release Valve	1	EA	\$ 10,575.00	\$ 10,575.00	\$ -	1 \$ 10,575.00
Seed and Restoration	16000	SF	\$ 0.20	\$ 3,200.00	\$ -	16000 \$ 3,200.00
Sanitary Testing	1	EA	\$ 10,000.00	\$ 10,000.00	\$ -	1 \$ 10,000.00
Pump Station	1	EA	\$ 925,000.00	\$ 925,000.00	\$ -	1 \$ 925,000.00
Subtotal Off Site Sanitary Sewer				\$ 1,267,670.00		\$ 1,267,670.00
Subtotal Sanitary Sewer				\$ 3,220,277.85		\$ 3,220,277.85
G. Storm Sewer						
15" HDPE	5269	LF	\$ 65.00	\$ 342,485.00	\$ -	5269 \$ 342,485.00
18" HDPE	1805	LF	\$ 70.00	\$ 126,350.00	\$ -	1805 \$ 126,350.00
24" HDPE	2025	LF	\$ 92.00	\$ 186,300.00	\$ -	2025 \$ 186,300.00
30" HDPE	172	EA	\$ 114.00	\$ 19,608.00	\$ -	172 \$ 19,608.00
36" HDPE	283	EA	\$ 135.00	\$ 38,205.00	\$ -	283 \$ 38,205.00
48" HDPE	223	EA	\$ 229.00	\$ 51,067.00	\$ -	223 \$ 51,067.00
Outlet Structure	3	EA	\$ 10,300.00	\$ 30,900.00	\$ -	3 \$ 30,900.00
Inlets	121	EA	\$ 4,500.00	\$ 544,500.00	\$ -	121 \$ 544,500.00
Manholes	15	EA	\$ 5,200.00	\$ 78,000.00	\$ -	15 \$ 78,000.00
15" Endwalls	1	EA	\$ 1,600.00	\$ 1,600.00	\$ -	1 \$ 1,600.00

18" Endwalls	3	EA	\$ 1,600.00	\$ 4,800.00	\$ -	3	\$ 4,800.00
24" Endwalls	5	EA	\$ 2,250.00	\$ 11,250.00	\$ -	5	\$ 11,250.00
30" Endwalls	1	EA	\$ 2,900.00	\$ 2,900.00	\$ -	1	\$ 2,900.00
36" Endwalls	2	EA	\$ 3,200.00	\$ 6,400.00	\$ -	2	\$ 6,400.00
48" Endwalls	1	EA	\$ 7,900.00	\$ 7,900.00	\$ -	1	\$ 7,900.00
Rip Rap R3	1650	SF	\$ 9.00	\$ 14,850.00	\$ -	1650	\$ 14,850.00
Subtotal Storm Sewer				\$ 1,467,115.00			\$ 1,467,115.00
H. Curbing and Sidewalk							
Concrete Sidewalk	34340	SF	\$ 10.50	\$ 360,570.00	\$ -	34340	\$ 360,570.00
ADA Ramp w/ Detectable Warning Surface	33	EA	\$ 1,050.00	\$ 34,650.00	\$ -	33	\$ 34,650.00
Concrete Curb with Stone and Rebar	18900	LF	\$ 21.50	\$ 406,350.00	\$ -	18900	\$ 406,350.00
Subtotal Curbing and Sidewalk				\$ 801,570.00		0	\$ 801,570.00
I. Road and Parking Paving							
Fine Grade Subgrade	31950	SY	\$ 1.20	\$ 38,340.00	\$ -	31950	\$ 38,340.00
Stone Base Course	31950	SY	\$ 7.00	\$ 223,650.00	\$ -	31950	\$ 223,650.00
Bituminous Base Course	31950	SY	\$ 24.50	\$ 782,775.00	\$ -	31950	\$ 782,775.00
Bituminous Binder Course	31950	SY	\$ 14.00	\$ 447,300.00	\$ -	31950	\$ 447,300.00
Bituminous Wearing Course	31950	SY	\$ 10.50	\$ 335,475.00	\$ -	31950	\$ 335,475.00
Striping (Includes Fricks Lock)	1	LS	\$ 8,911.00	\$ 8,911.00	\$ -	1	\$ 8,911.00
Interior Street Signs	1	LS	\$ 30,625.00	\$ 30,625.00	\$ -	1	\$ 30,625.00
Subtotal				\$ 1,867,076.00		0	\$ 1,867,076.00
J. Road Construction - Fricks Lock Road							
Box Out Road	6400	SY	\$ 1.85	\$ 11,840.00	\$ -	6400	\$ 11,840.00
18" Concrete Curb	1700	LF	\$ 24.00	\$ 40,800.00	\$ -	1700	\$ 40,800.00
Fine Grade	6400	LF	\$ 1.70	\$ 10,880.00	\$ -	6400	\$ 10,880.00
6" 2A Modified	6400	SY	\$ 7.00	\$ 44,800.00	\$ -	6400	\$ 44,800.00
5" Base Course	6400	SY	\$ 25.00	\$ 160,000.00	\$ -	6400	\$ 160,000.00
2.5" Bearing Course	6400	SY	\$ 14.00	\$ 89,600.00	\$ -	6400	\$ 89,600.00
1.5" Wearing Course	6400	SY	\$ 19.00	\$ 121,600.00	\$ -	6400	\$ 121,600.00
Traffic Control	1	EA	\$ 3,000.00	\$ 3,000.00	\$ -	1	\$ 3,000.00
Subtotal				\$ 482,520.00		0	\$ 482,520.00
K. Emergency Access							
Box Out	500	SY	\$ 2.50	\$ 1,250.00	\$ -	500	\$ 1,250.00
2A Modified	500	SY	\$ 11.75	\$ 5,875.00	\$ -	500	\$ 5,875.00
3" Base Course	500	SY	\$ 22.00	\$ 11,000.00	\$ -	500	\$ 11,000.00
1.5" Wearing Course	500	SY	\$ 19.00	\$ 9,500.00	\$ -	500	\$ 9,500.00
Gate	2	EA	\$ 2,575.00	\$ 5,150.00	\$ -	2	\$ 5,150.00
Subtotal				\$ 32,775.00		0	\$ 32,775.00
L. Asphalt Walking Trail							
Box Out and Fine Grade	2935	SY	\$ 8.00	\$ 23,480.00	\$ -	2935	\$ 23,480.00
4" 2A Modified	2935	SY	\$ 10.00	\$ 29,350.00	\$ -	2935	\$ 29,350.00

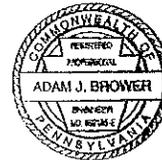
1.5" Wearing Course	2935	SY	\$	19.00	\$	55,765.00	\$	-	2935	\$	55,765.00
Seed and Stabilize	18000	SY	\$	0.65	\$	11,700.00	\$	-	18000	\$	11,700.00
Subtotal					\$	120,295.00	\$	-	0	\$	120,295.00
M. Other											
Monuments	59	EA	\$	325.00	\$	19,175.00	\$	-	59	\$	19,175.00
Lighting	1	LS	\$	259,000.00	\$	259,000.00	\$	-	1	\$	259,000.00
Lot Pins / As-Builts	1	LS	\$	50,000.00	\$	50,000.00	\$	-	1	\$	50,000.00
On Site Amenities / Incl Mailbox	1	LS	\$	283,500.00	\$	283,500.00	\$	-	1	\$	283,500.00
Fire Hydrants	10	EA	\$	7,500.00	\$	75,000.00	\$	-	10	\$	75,000.00
Subtotal					\$	686,675.00				\$	686,675.00
N. Landscaping											
Ilex Opaca	38	EA	\$	755.00	\$	28,690.00	\$	-	38	\$	28,690.00
Picea Glauca	39	EA	\$	490.00	\$	19,110.00	\$	-	39	\$	19,110.00
Picea Omorika	56	EA	\$	520.00	\$	29,120.00	\$	-	56	\$	29,120.00
Pinus Strobus	45	EA	\$	455.00	\$	20,475.00	\$	-	45	\$	20,475.00
Amelanchier Canadensis	12	EA	\$	520.00	\$	6,240.00	\$	-	12	\$	6,240.00
Cercis Canadensis	5	EA	\$	490.00	\$	2,450.00	\$	-	5	\$	2,450.00
Cornus Rudan	11	EA	\$	530.00	\$	5,830.00	\$	-	11	\$	5,830.00
Gleditsia Triacanthos	11	EA	\$	505.00	\$	5,555.00	\$	-	11	\$	5,555.00
Itea Virginia 'Little Henry'	137	EA	\$	59.00	\$	8,083.00	\$	-	137	\$	8,083.00
Ilex Glabra	117	EA	\$	68.00	\$	7,956.00	\$	-	117	\$	7,956.00
Celtis Occidentalis	85	EA	\$	505.00	\$	42,925.00	\$	-	85	\$	42,925.00
Platanus Occidentalis	88	EA	\$	455.00	\$	40,040.00	\$	-	88	\$	40,040.00
Quercus Phellos	101	EA	\$	505.00	\$	51,005.00	\$	-	101	\$	51,005.00
Tilia Americana 'Redmond'	102	EA	\$	520.00	\$	53,040.00	\$	-	102	\$	53,040.00
Ilmus Americana 'Princeton'	78	EA	\$	455.00	\$	35,490.00	\$	-	78	\$	35,490.00
Liriodendron Tilpifera	25	EA	\$	495.00	\$	12,375.00	\$	-	25	\$	12,375.00
Nyssa Sylvatica	21	EA	\$	490.00	\$	10,290.00	\$	-	21	\$	10,290.00
Quercus Bicolor	18	EA	\$	470.00	\$	8,460.00	\$	-	18	\$	8,460.00
Taxodium Distichum	23	EA	\$	365.00	\$	8,395.00	\$	-	23	\$	8,395.00
Aronia Arbutifolia	176	EA	\$	46.00	\$	8,096.00	\$	-	176	\$	8,096.00
Hamelis Virginia	58	EA	\$	100.00	\$	5,800.00	\$	-	58	\$	5,800.00
Hydrangea Quercifolia	59	EA	\$	68.00	\$	4,012.00	\$	-	59	\$	4,012.00
Ilex Verticillata	164	EA	\$	42.00	\$	6,888.00	\$	-	164	\$	6,888.00
Kalma Latifolia	174	EA	\$	100.00	\$	17,400.00	\$	-	174	\$	17,400.00
Myrica Pennsylvania	147	EA	\$	49.00	\$	7,203.00	\$	-	147	\$	7,203.00
Viburnum Acerfolium	116	EA	\$	55.00	\$	6,380.00	\$	-	116	\$	6,380.00
Dichantheium Clandestinum	3500	EA	\$	12.00	\$	42,000.00	\$	-	3500	\$	42,000.00
Puccinellia Distans	3500	EA	\$	12.00	\$	42,000.00	\$	-	3500	\$	42,000.00
Juncus Effusus	3500	EA	\$	12.00	\$	42,000.00	\$	-	3500	\$	42,000.00
Carex Scoparia	3500	EA	\$	12.00	\$	42,000.00	\$	-	3500	\$	42,000.00
Carex Vulpinoidea	3500	EA	\$	12.00	\$	42,000.00	\$	-	3500	\$	42,000.00
Elymus Virginicus	3500	EA	\$	12.00	\$	42,000.00	\$	-	3500	\$	42,000.00
Cornus Sericea	115	EA	\$	45.00	\$	5,175.00	\$	-	115	\$	5,175.00
Acer Rubrum - 4-6' Whlp	400	EA	\$	26.00	\$	10,400.00	\$	-	400	\$	10,400.00

Acer Saccharum 4-6' Whip	400	EA	\$ 26.00	\$ 10,400.00	\$ -	400	\$ 10,400.00
Celtis Occidentalis 4-6' Whip	400	EA	\$ 26.00	\$ 10,400.00	\$ -	400	\$ 10,400.00
Ilex Opaca - 4-6' Whip	400	EA	\$ 26.00	\$ 10,400.00	\$ -	400	\$ 10,400.00
Liquidambar Styraflua 4-6' Whip	400	EA	\$ 26.00	\$ 10,400.00	\$ -	400	\$ 10,400.00
Nyssa Sylvania 4-6' Whip	400	EA	\$ 26.00	\$ 10,400.00	\$ -	400	\$ 10,400.00
Platanus Acerfolia 4-6' Whip	400	EA	\$ 26.00	\$ 10,400.00	\$ -	400	\$ 10,400.00
Platanus Occidentalis 4-6' Whip	400	EA	\$ 26.00	\$ 10,400.00	\$ -	400	\$ 10,400.00
Quercus Bicolor 4-6' Whip	400	EA	\$ 26.00	\$ 10,400.00	\$ -	400	\$ 10,400.00
Quercus Imbricaria 4-6' Whip	400	EA	\$ 26.00	\$ 10,400.00	\$ -	400	\$ 10,400.00
Quercus Texana 4-6' Whip	400	EA	\$ 26.00	\$ 10,400.00	\$ -	400	\$ 10,400.00
Sassafras Albidum 4-6' Whip	400	EA	\$ 26.00	\$ 10,400.00	\$ -	400	\$ 10,400.00
ERNMX-126	113000	SF	\$ 0.22	\$ 24,860.00	\$ -	113000	\$ 24,860.00
ERNMX-181-2	114000	SF	\$ 0.26	\$ 29,640.00	\$ -	114000	\$ 29,640.00
ERNMX-105	167000	SF	\$ 0.26	\$ 43,420.00	\$ -	167000	\$ 43,420.00
Subtotal				\$ 931,203.00			\$ 931,203.00

SUBTOTAL OF A-N: \$ 12,381,331.97

10% CONTINGENCY \$ 1,238,133.20

TOTAL \$ 13,619,465.17



REQUEST FOR WORK PROGRESS CERTIFICATE

I. RE: DEVELOPMENT DATE: _____
TO: EAST COVENTRY TOWNSHIP
FROM: OWNER/DEVELOPER

It is hereby requested that the Township issue a Work Progress Certificate reducing the funds available for draw under the Financial Security to the extent of 110% of the amount estimated (exclusive of the inflation factor) on Exhibit "C" for the work performed or materials supplied as shown on the invoices attached hereto. It is understood that the estimated amount and not the invoice amount shall control. It is certified that the work has been completed to the extent of this request in a good and workmanlike manner.

WORK PERFORMED OR MATERIALS SUPPLIED AMOUNT OF ATTACHED INVOICES AMOUNT OF REDUCTION (100% OF COLUMN INVOICES)

Owner/Developer: _____

II. TO: EAST COVENTRY TOWNSHIP DATE: _____
FROM: TOWNSHIP ENGINEER

I hereby certify that I have inspected the improvements required for the above project, and I am satisfied that they have been completed to the extent of this Work Progress Certificate in a satisfactory manner.

Township Engineer: _____

III. WORK PROGRESS CERTIFICATE

TO: BANK/ESCROW AGENT/BONDING COMPANY
FROM: EAST COVENTRY TOWNSHIP
COPY TO: _____ DATE: _____

You are hereby authorized to reduce the funds available for draw under the Bond, as follows:

Balance Prior to Payments	
Approved hereunder	\$ _____
Amount of Approved Payments hereunder	\$ _____
Current Undrawn Balance	\$ _____

Secretary, East Coventry Township: _____

EXHIBIT "D"

Schedule of Improvements to be Dedicated

Owner/Developer agrees to offer for dedication to the Township the following areas and facilities, all as more particularly shown on the Plans and as indicated on the Plans as areas "to be dedicated":

1. Fricks Lock Right of Way
2. Sanatoga Road Right of Way
3. Pump Station Lot (5,053 sq. ft.)
4. Open Space Areas 1, B and 2

EXHIBIT "E"

VERIFICATION

I, Michael Salvo, hereby state that the facts above set forth above in the attached Amended Application are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.



Michael Salvo, Director, Business Development
Pennsylvania-American Water Company

Dated: December 12, 2025