

BOARD OF SUPERVISORS

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Kathryn L. Johnston, Esq.
Harold F. Reed, Jr., Esq.
Solicitors

Lennon, Smith, Souleret
Engineering, Inc.,
Township Engineer

January 6, 2021

Allen Sherwood
1224 Dutch Ridge Development, LLC
P.O. Box 113500
Pittsburgh, PA 15241-5500

RE: Grading Permit Application
Deerfield Preserve – Phase I
1224 Dutch Ridge Road: Tax Parcel Nos. 55-153-0161.000
Granting of Waivers and Conditions of Approval

Dear Mr. Sherwood:

You have submitted a Grading Permit application for the Deerfield Preserve Phase I Plan off of Dutch Ridge Road. The Township previously approved two (2) waiver requests and denied waiver requests for this project. The Township authorized construction of excavation slopes (cuts) in excess of 3H:1V and fill slopes in excess of 3H:1V as required by the Brighton Township Grading Code Chapter 104. All construction, construction testing and construction inspections must be done in compliance with the Township's July 15, 2019 decision on the Waiver Requests (copy attached), in compliance with the Township Engineer's letter of July 5, 2019 attached thereto, and in compliance with the December 4, 2018 (Revised December 19, 2018) Geotechnical Engineering Investigation Report, as prepared by Geo-Mechanics, Inc.

The Developer has retained ACA Engineering, Inc. to provide construction phase geotechnical engineering services and post-construction geotechnical engineering certification; the original geotechnical investigation was performed by Geo-Mechanics, Inc. ACA Engineering submitted correspondence dated December 7, 2020 (copy attached) signifying their review and concurrence with the technical and engineering representations, recommendations, and conclusions set forth in the Geo-Mechanics, Inc. Geotechnical Engineering Investigation Report; June 5, 2019 Sheffler & Company, Inc. letter; and Brighton Township Grading Waiver Decision.

The Township denied the waivers from §104-16.F and §104.17.J. Therefore, all excavations and all fills must have a ten-foot wide bench every 20-feet in elevation. Other conditions for the grading and excavating are included

The following also apply to your Grading Permit Application:

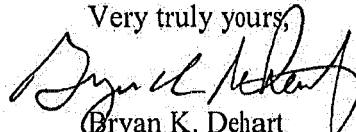
1300 Brighton Road
Beaver, Pennsylvania 15009
Phone: (724) 774-4800
FAX: (724) 774-3565
www.brightontwp.org

- A post-construction Geotechnical Certification will be required indicating that earthwork was performed under the supervision of the geotechnical engineer and in accordance with the plans and specifications prepared by him/her, specifically, the Overall Grading Plan(s), prepared by Trant Corporation dated June 19, 2020; and in accordance with the Geo-Mechanics, Inc. Geotechnical Engineering Investigation Report.
- Daily construction reports for grading, earth disturbance, and erosion and sedimentation control work must be provided by ACA Engineering, Inc. to Brighton Township.
- The Erosion and Sedimentation Control and Restoration Plans must be implemented and be available on site during the course of this project.
- The Post Construction Stormwater Management and Restoration Plan(s) must be implemented and maintained in accordance with the all post construction operation and maintenance procedures as recommended in the plan document.

This letter shall serve as your approved Grading Permit. You have posted a Letter of from Standard Bank sequestering funds in the amount of \$1,515,133.93 as security to Brighton Township for this permit, and other improvements, in accordance with the approved cost estimate from the Township Engineer dated September 11, 2020 (copy attached). All bond releases are subject to engineering and Board approval.

Should you have any questions regarding this Grading Permit approval please contact me.

Very truly yours,



Bryan K. Dehart
Township Manger

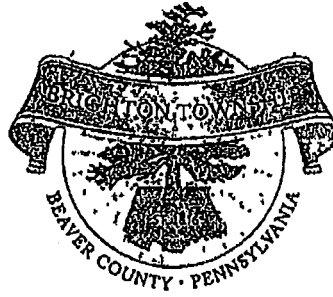
cc: Township Engineer (via email)

BOARD OF SUPERVISORS

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Bryan K. Dehart, *Manager*

Harold F. Reed, Jr., *Solicitor*

Lennon, Smith, Souleret
Engineering, Inc.,
Township Engineer

July 15, 2019

Edward M. Moore
Sheffler & Company, Inc.
1712 Mt. Nebo Road
Sewickley, PA 15143

RE: Waiver Request
Grandview Estates

Dear Mr. Moore:

At the June 10, 2019 Board of Supervisors meeting you and Dr. Javaid Alvi from Geo-Mechanics, Inc. presented on behalf of 1224 Dutch Ridge Development, LLC a request for four (4) waivers from the requirements of Brighton Township Code Chapter 104 Grading and Excavating as part of the Grandview Estates Residential Development. Specifically, the following waivers were requested from the following section of the Grading Ordinance:

Waiver No. 1: §104-16.A: Maximum slope steepness of a cut shall be three horizontal to one vertical

Waiver No. 2: §104.17.A: No fill shall be made in the Township which creates a slope steeper than three horizontal to one vertical.

Waiver No. 3: §104-16.F: "All excavations shall have a ten-foot-wide bench every 20 feet in elevation.

Waiver No. 4: §104.17.J: "All fills shall have a ten-foot-wide bench every 20 feet in elevation.

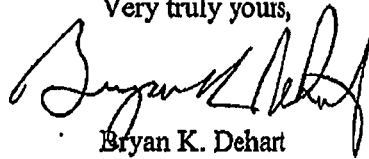
As requested by the Board, Lennon, Smith, Souleret Engineering, Inc. (LSSE) reviewed the requested waivers and the supporting documentation Revised Geotechnical Engineering Investigation Report prepared by Geo-Mechanics, Inc. dated December 4, 2018 and revised December 19, 2019. Mr. Ned Mitrovich, P.E. presented and reviewed LSSE's review letter dated July 5, 2019 with the Board of Supervisors at their meeting of July 9, 2019. A copy of the subject letter is attached hereto. Following the review and discussing of the July 5th letter the Board acted upon the requested waivers.

1300 Brighton Road
Beaver, Pennsylvania 15009
Phone: (724) 774-4800
FAX: (724) 774-3565
www.brightontwp.org

The Board of Supervisors has approved Waiver No. 1 and Waiver No. 2 subject to the terms and conditions outlined in the LSSE review letter dated July 5, 2019. Please note that a response to item 1 in that letter requires a written response.

The Board of Supervisors has denied Waiver No. 3 and Waiver No. 4. Therefore, the ten-foot wide benching shall be constructed as required by Brighton Township Code Chapter 104 Grading and Excavating.

Very truly yours,

A handwritten signature in black ink, appearing to read "Bryan K. Dehart", written in a cursive style.

Bryan K. Dehart
Township Manager

cc: Board of Supervisors
Township Engineer
Township Solicitor
Mr. Allen J. Sherwood, III



**Lennon, Smith, Souleret
Engineering, Inc.**

Civil Engineers and Surveyors

846 Fourth Avenue, Coraopolis, PA 15108
(412) 284-4400 • (412) 284-1200 Fax
Info@lsse.com • www.lsse.com

Managing Principals:
Kevin A. Brett, P.E.
Ned Mitrovich, P.E.
Jason E. Stanton, P.E.

July 5, 2019

S. O. No. 0205-04-52

VIA EMAIL AND U. S. MAIL

Mr. Bryan K. Dehart, Manager
Brighton Township
1300 Brighton Road
Beaver, Pennsylvania 15009

**Subject: Grandview Estates Residential Development
Geotechnical Engineering Investigation Report
Grading Ordinance Waiver Request**

Dear Mr. Dehart:

Lennon, Smith, Souleret Engineering, Inc. (LSSE) has reviewed the Grading Ordinance Waiver Request dated June 5, 2019, submitted by Sheffler & Company, Inc., and supporting Revised Geotechnical Engineering Investigation Report (Report) prepared by Geo-Mechanics, Inc. dated December 4, 2018 (Revised December 19, 2018), as received by our office June 6, 2019. The Grading Ordinance Waiver Request was presented to the Brighton Township Board of Supervisors by representatives of Geo-Mechanics, Inc. at the June 10, 2019 regular meeting. Based upon representations made at the Brighton Township Board of Supervisors meeting by representatives of Geo-Mechanics, Inc. and by representations within the above referenced professional submissions, the following is offered:

Waiver request to utilize both cut and fill slopes at a ratio of 2H:1V instead of 3H:1V slopes as required by Section 104-16.A, Standards for Excavation and Section 104-17.A Standards for Fills of the Brighton Township Grading Ordinance (Chapter 104).

This waiver request may be considered provided all of the technical and engineering representations / recommendations / conclusions provided in the June 5, 2019 letter prepared by Sheffler & Company, Inc., the oral representations made by Geo-Mechanics, Inc. and the December 4, 2018 (Revised December 19, 2018) Geotechnical Engineering Investigation Report (Report) prepared by Geo-Mechanics, Inc. are followed. The term "Geotechnical Engineer" shall be understood to be Geo-Mechanics, Inc. To that end, the following are highlights from the above referenced documents and the oral representations made for the Board's consideration.

Mr. Bryan Dehart, Manager
Brighton Township
July 5, 2019
Page 2

1. The Geotechnical Engineering Investigation Report was prepared in December 2018 and included nineteen (19) test borings: eleven (11) borings were drilled to gather subsurface data at the cuts and embankments for slope design, eight (8) test borings were drilled along the proposed roadway for pavement design, and two (2) test borings were drilled at the proposed stormwater management basins for evaluation of soil conditions. Subsequent to preparation of the Geotechnical Engineering Investigation Report, the site layout and roadway alignment were revised. As such, the Geotechnical Engineer should provide a written recommendation as to the adequacy of the borings conducted and the need for additional data in response to the revised site layout and roadway alignment.
2. The Developer shall retain the author of the Geotechnical Engineering Investigation Report, Geo-Mechanics, Inc., to provide construction phase services and prepare the necessary post-construction geotechnical engineering certification.
3. Weekly reports shall be submitted by Geo-Mechanics, Inc. detailing all earth disturbance activity occurring on-site, any deviation from the approved plans, testing performed and results thereof, etc.
4. Deep mining of the fire clay seams beneath the Lower Kittanning coal has occurred in the past by the Fallston Fire Clay Company directly underneath the project site as detailed in the Geotechnical Engineering Investigation Report. As such, the Homeowner's Association should be required to purchase and maintain mine subsidence insurance for the development. Upon purchase of individual lots within the development, property owners shall be advised of the presence of deep mining beneath their property. Information concerning the presence of deep mining of the fire clay seam beneath the project site shall be shown on the recorded plan.
5. Residential Structures are not to be constructed within 15 horizontal feet of any slope (cut or fill).
6. Embankment Construction (All under the Direction and approval of the Geotechnical Engineer):
 - a. Appropriately designed rock toe benches and underdrains must be installed to control groundwater. The discharge from underdrains shall be properly controlled and shall not impact property within the development or adjacent properties.
 - b. The rock toe bench along the toe of each embankment must have suitably located bleeding trenches. The rock toe bench must extend into competent bedrock or competent subgrade.

- c. The high quality rock or other equivalent material used in the rock toe bench will be imported from off-site if required. No shale (including shaly sandstone or sandy shale) may be used for the rock toe bench.
 - d. Provide both lateral and parallel bonding benches extending into competent material.
 - e. Underdrains shall be installed to provide positive drainage. The discharge from underdrains shall be properly controlled and shall not impact property within the development or adjacent properties.
 - f. Intercept and properly control any groundwater seepage or springs encountered during construction.
 - g. Surface water runoff must be properly managed by incorporating a diversion ditch approximately 5 feet beyond the top of the slope to collect and channel surface runoff and minimize surface erosion. The diversion ditch shall have an impervious bottom to prevent water from infiltrating the soil at the top of the slope and to avoid any instability to the embankment. Site grading shall be such that surface water shall not flow over the slopes. Discharge from diversion ditches shall be properly controlled and shall not impact property within the development or adjacent properties.
 - h. The use of on-site common fill available from the cut areas shall provide a minimum required factor of safety value greater than 1.5 with proper subgrade modification and incorporation of rock toe benches and bonding benches.
7. Cut Slope Construction (all under the Direction and approval of the Geotechnical Engineer):
- a. Surface water runoff must be properly managed by incorporating a diversion ditch approximately five feet beyond the top of the slope to collect and channel surface runoff and minimize surface erosion. The diversion ditch shall have an impervious bottom to prevent water from infiltrating the soil at the top of the slope and to avoid any instability to the embankment. Site grading shall be such that surface water shall not flow over the slopes. Discharge from diversion ditches shall be properly controlled and shall not impact property within the development or adjacent properties.
 - b. Intercept and properly control any groundwater seepage or springs encountered during construction.

- c. Construct a swale near the toe of the cut slope to collect surface water runoff and provide positive conveyance to the stormwater collection system.
8. Differential and total settlement is expected to occur. As such, fill embankments exceeding ten (10) feet shall be provided with a minimum six (6) month settling period prior to the start of building construction or pavement construction to allow for any settlement within the embankments to be substantially completed.
9. Surface settlement monitoring devices / pins shall be installed to monitor settlement and vertical / lateral deformation of the embankment over time. Surveys shall be performed on the monitoring devices / pins to determine both the total settlement, the rate of settlement, and the vertical / lateral movement of the compacted fill. The Geotechnical Engineer shall provide a certification indicating that the residual settlement is within the acceptable limit and establish the construction schedule as appropriate.
10. Several notable coal seams outcrop at the project site. Carbonaceous rocks and soils derived from the rocks associated with coal horizons are generally expansive due to the presence of sulfide sulfur in the form of pyritic material.
 - a. All building excavations should be inspected for coal and carbonaceous shale and tested when expected. All building foundation and floor slab subgrade on existing material should be tested for expansive material. All fill material placed within six (6) feet of finished grade should be tested for expansive material.
 - b. All coal and carbonaceous material within three (3) feet of the roadway and right-of-way should be removed and replaced with compacted engineered fill material.
 - c. Roadway subgrade testing for the presence of expansive pyritic material shall be performed. If expansive material is detected or suspected, follow direction of Geotechnical Engineer for excavation and sealing.
11. Pavement design shall use a minimum CBR value of 5 and provide for design in accordance with Section 7.4 of the Geotechnical Engineering Investigation Report, as modified by the Geotechnical Engineer based upon actual field conditions encountered, and in accordance with applicable Brighton Township roadway design standards.
12. Stormwater management basins shall be designed using a slope ratio of 3H:1V or flatter. Therefore, the waiver would not apply to stormwater management basins.

Mr. Bryan Dehart, Manager
Brighton Township
July 5, 2019
Page 5

13. All earth disturbance must be performed in accordance with the recommendations set forth in the Geotechnical Engineering Investigation Report and subsequent recommendations of Geo-Mechanics, Inc. based upon actual conditions encountered on-site during construction.
14. The Homeowner's Association shall be required to maintain the slopes and related drainage features and provide for their proper function.

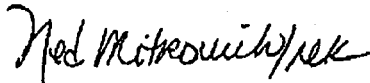
The 14 highlights noted above were provided to aid the Board in their consideration and to capture the oral representations made to the Township. These are not intended to be all inclusive and do not contain all items identified in the Report. Therefore, granting of this waiver should include the above 14 items and the Report in its entirety.

Waiver request to eliminate the 10 foot wide bench for every 20 feet in elevation as required by Section 104-16.F and Section 104.17.J of the Brighton Township Grading Ordinance (Chapter 104).

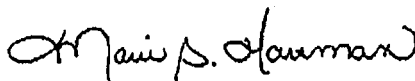
Consideration of this waiver is not recommended, as benching is necessary to provide for slope maintenance.

Should you have any questions, please call.

Sincerely,



Ned Mitrovich, P.E.



Marie S. Hartman, P.E.

NM/MSH:nlk

cc: Harold F. Reed, Jr, Township Solicitor
1224 Dutch Ridge Development, LLC
Sheffler & Company, Inc.

December 7, 2020

Mr. Allen J Sherwood III
1224 Dutch Ridge Development, LLC
P.O. Box 113500
Pittsburgh, PA 15241

**RE: Deerfield Preserve
Brighton Township, PA
ACA Project No. P20447x1**

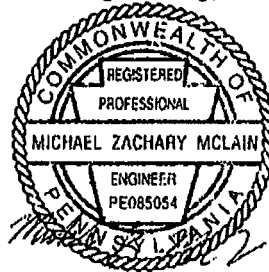
Dear Mr. Sherwood:

ACA Engineering, Inc. (ACA) has been retained to provide construction materials testing and inspection for the Deerfield Preserve residential development in Brighton Township, Beaver County, PA. ACA has reviewed the following documents:

- ACA Engineering, Inc. has reviewed the December 4, 2018 (Revised December 19, 2018) Geotechnical Engineering Investigation Report, as prepared by Geo-Mechanics, Inc., and acknowledge and concur with all of the technical and engineering representations, recommendations, and conclusions provided therein.
- ACA Engineering, Inc. has reviewed the June 5, 2019 letter prepared by Sheffler & Company, Inc. and acknowledge and concur with all of the technical and engineering representations, recommendations, and conclusions provided therein.
- ACA Engineering, Inc. has reviewed the July 15, 2019 Brighton Township Grading Waiver Decision and acknowledge and concur with all of the technical and engineering representations, recommendations, and conclusions provided therein.

Should you have any questions or would require any additional information, please feel free to contact us at (412) 761-1990.

Sincerely,
ACA Engineering, Inc.



Michael Z. McLain, P.E.
Vice President



Est. 1985



Lennon, Smith, Souleret Engineering, Inc.

Civil Engineers and Surveyors

846 Fourth Avenue, Coraopolis, PA 15108
(412) 264-4400 • (412) 264-1200 Fax

Managing Principals:
Kevin A. Brett, P.E.
Ned Mitrovich, P.E.
Jason E. Stanton, P.E.

September 11, 2020

S. O. No. 0205-04-52

VIA EMAIL ONLY
(bryand@brightontwp.org)

Mr. Bryan K. Dehart, Manager
Brighton Township
1300 Brighton Road
Beaver, Pennsylvania 15009-9211

**Subject: Deerfield Preserve
Revised Project Bonding Summary
Phase I**

Dear Mr. Dehart:

As requested, Lennon, Smith, Souleret Engineering, Inc. (LSSE) has revised the Bonding Summary to remove items in the Grading Bond and place in the Phase 1 Site Improvement Bond. The Developer requested that multiple items be shifted from the Grading Bond to the Phase 1 Site Improvement Bond. The following items have been moved from the Grading Bond to the Phase 1 Site Improvement Bond:

- Basin Skimmers
- Inlet Protection
- Filter Bag
- Basin Conversions
- Concrete Washout
- Maintenance and Removal of E&S Controls

The following items were requested by the Developer to be shifted from the Grading Bond to the Phase 1 Site Improvement Bond but were retained in the Grading Bond:

- Seed & Mulch w/Tactifier Bench and Topsoil Areas
- Seed & Straw Blanket Areas (Permanent)

\\192.168.10.1\N-share\PROJ\205\205-04\52 - Deerfield Preserve (Grand View Estates)\2050452C17 Bond Summary Revised.docx

Headquarters: Coraopolis, Allegheny County, PA - www.lsse.com
Branch Office: Greensburg, Westmoreland County, PA - www.lsse.com
Branch Office: Alblon, Erie County, PA - www.rabellsurvey.com

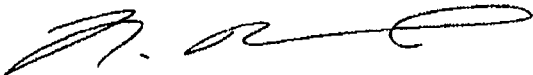
Mr. Bryan K. Dehart, Manager
Brighton Township
September 11, 2020
Page 2

These two items remain in the Grading Bond as these items are related to stabilization of the grading and earthwork activities.

Per the attached Grading Bond Summary table, LSSE recommends the Township set the grading bond amount at \$671,006.40, which is 110% of the total cost for the improvements. Additionally, per the attached Site Improvement Bond table, LSSE recommends the Township set the site improvement bond amount at \$844,127.53, which is 110% of the total cost for the improvements. Please note both of these recommended Bond Amounts are for Phase I only. Additionally, please note these bonds only include improvements for the Township and do not include waterline system improvements or sanitary sewer improvements, as those are separate items to be bonded by the Municipal Authority and Sewage Authority.

Should you have any questions, please call.

Sincerely,



Ned Mitrovich, P.E.

NM/ven

Attachments

cc/att: Kathryn L. Johnston, Township Solicitor (kljohnston@reedluce.com)
1224 Dutch Ridge Development, LLC (allensherwood@hotmail.com)
Dub Reinhardt (dub@trantcorp.com)
Marie S. Hartman, P.E., LSSE (mhartman@lsse.com)
Shawn R. Wingrove, E.I.T., LSSE (swingrove@lsse.com)

ESTIMATE OF PROBABLE COST FOR THE REQUIRED PUBLIC AND PRIVATE IMPROVEMENTS

**BRIGHTON TOWNSHIP
DEERFIELD PRESERVE - PHASE 1
GRADING BONDING SUMMARY**

Based on Information and Plans Provided by Trant Corporation

Bond Summary Date: December 19, 2019

Revision No. 1: September 1, 2020

Revision No. 2: September 11, 2020

ITEM NO.	DESCRIPTION	BONDED QUANTITIES AND AMOUNTS				QUANTITY COMPLETED	TOTAL COMPLETED
		ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE		
EROSION AND SEDIMENT CONTROL							
1	Clear and Grub Entire Site, Grind Stumps, Rake Site, and Remove Wood Chips	22	AC	\$5,000.00	\$110,000.00		
2	Mow Grass and Brush Areas	18	AC	\$333.00	\$5,994.00		
3	Orange Safety Fence	5,140	LF	\$2.75	\$14,135.00		
4	Seed & Mulch w/ Tactifier Bench and Topsoil Areas	831,488	SF	\$0.09	\$74,833.92		
5	Seed & Straw Blanket Areas (Permanent)	404,370	SF	\$0.17	\$68,742.90		
6	Rock Construction Entrance ¹	1	EA	\$7,500.00	\$7,500.00		
Subtotal					\$281,205.82		
EXCAVATION							
7	Topsoil and Site Grading	137,000	CY	\$2.40	\$328,800.00		
Subtotal					\$328,800.00		
Total					\$610,005.82	Total Complete	\$0.00
10% Contingency					\$61,000.58		
Total Bond Amount					\$671,006.40		
Less Value Complete					\$0.00		
Total Bond Amount					\$671,006.40		

¹ Item added to reflect plans.

ESTIMATE OF PROBABLE COST FOR THE REQUIRED PUBLIC AND PRIVATE IMPROVEMENTS

**BRIGHTON TOWNSHIP
DEERFIELD PRESERVE - PHASE 1
SITE IMPROVEMENT BONDING SUMMARY**

Based on Information and Plans Provided by Trant Corporation
Bond Summary Date: December 19, 2019
Revision No. 1: September 1, 2020
Revision No. 2: September 11, 2020

ITEM NO.	DESCRIPTION	BONDED QUANTITIES AND AMOUNTS				QUANTITY COMPLETED	TOTAL COMPLETED
		ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE		
EROSION AND SEDIMENT CONTROL							
1	Basin Skimmers	1	EA	\$1,500.00	\$1,500.00		
2	Inlet Protection	21	EA	\$100.00	\$2,100.00		
3	Filter Bag	1	EA	\$1,000.00	\$1,000.00		
4	Basin Conversions	1	EA	\$15,000.00	\$15,000.00		
5	Concrete Washout	1	EA	\$500.00	\$500.00		
6	Maintenance and Removal of E&S Controls ¹	1	LS	\$3,500.00	\$3,500.00		
Subtotal					\$23,600.00		
STORM							
7	6" HDPE Roof Drain Laterals	1,882	LF	\$17.50	\$32,935.00		
8	8"-15" HPPE Roof Drain Manifold	240	LF	\$25.00	\$6,000.00		
9	15" SLCPP	1,247	LF	\$30.00	\$37,410.00		
10	18" SLCPP	352	LF	\$35.00	\$12,320.00		
11	24" SLCPP	718	LF	\$44.00	\$31,592.00		
12	30" SLCPP	360	LF	\$55.00	\$19,800.00		
13	30" RCP	48	LF	\$145.00	\$6,960.00		
14	6" Roof Drain Lateral Connectors & Markers	34	EA	\$110.00	\$3,740.00		
15	Storm Inlets	21	EA	\$2,350.00	\$49,350.00		
16	48" Storm Manholes	3	EA	\$2,400.00	\$7,200.00		
17	Yard Drain w/ Grate	1	EA	\$2,400.00	\$2,400.00		
18	Outlet Control Structure	1	EA	\$3,500.00	\$3,500.00		
19	30" PADOT Type DW Endwall	2	EA	\$2,200.00	\$4,400.00		
20	Concrete Anti-Seep Collars	2	EA	\$1,650.00	\$3,300.00		
21	2A Limestone Backfill	875	TONS	\$27.00	\$23,625.00		
22	Stone Basin Access Roads	300	LF	\$17.50	\$5,250.00		
23	P-300 Lined Matting (Emergency Spillways)	840	SF	\$10.00	\$8,400.00		
24	R-5 Riprap Aprons w/ Geotextile	28	TONS	\$45.00	\$1,260.00		
25	PCSM Record Plan ¹	1	LS	\$2,000.00	\$2,000.00		
Subtotal					\$261,442.00		
PAVING & CONCRETE							
26	Initial Paving Includes Subbase, Binder, and Initial Wearing Course	7,304	SY	\$27.67	\$202,101.68		
27	18" Wedge Curb	5,390	LF	\$1.70	\$9,163.00		
28	Underdrain	5,390	LF	\$7.25	\$39,077.50		
29	Geotextile Fabric	7,304	SY	\$1.70	\$12,416.80		
30	Final Wearing Course	7,304	SY	\$6.92	\$50,543.68		
31	4" Concrete Sidewalk	21,032	SF	\$4.50	\$94,644.00		
32	ADA Ramps	6	EA	\$2,000.00	\$12,000.00		
Subtotal					\$419,946.66		
LANDSCAPING							
33	On-Lot Trees ¹	108	EA	\$250.00	\$27,000.00		
Subtotal					\$27,000.00		
MISCELLANEOUS							
34	Access Road Restrictive Gate	1	EA	\$500.00	\$500.00		
35	Street Signs (Stop, Street, Speed Limit)	10	EA	\$500.00	\$5,000.00		
36	Engineering As-Built	1	LS	\$10,000.00	\$10,000.00		
37	Temporary Cut-De-Sac	1	LS	\$10,000.00	\$10,000.00		
38	4' High Chain Link Fence ¹	825	LF	\$12.00	\$9,900.00		
Subtotal					\$35,400.00		
¹ Item added to reflect plans.							
Total					\$767,388.66	Total Complete	\$0.00
10% Contingency					\$76,738.87		
Total Bond Amount					\$844,127.53		
Less Value Complete					\$0.00		
Total Bond Amount					\$844,127.53		

DEVELOPER'S AGREEMENT

MADE AND ENTERED into this 11th day of November, 2020 by and between:

TOWNSHIP OF BRIGHTON, a municipal corporation of 1300 Brighton Road, Beaver, Pennsylvania 15009, hereinafter referred to as "Township",

A

N

D

1224 DUTCH RIDGE DEVELOPMENT, LLC, a Pennsylvania Limited Liability Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and having its principal place of business located at 1950 Painters Run Road, Pittsburgh, Pennsylvania 15241, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the legal owner of certain 87.82 acres of land in the Township of Brighton situate at 1224 Dutch Ridge Road, Beaver, Pennsylvania 15009, consisting of two existing tax parcels with Tax Parcel Nos. 55-153-0196.000 and 55-030-0201.000; and

WHEREAS, Developer submitted an application for plan approval for Deerfield Preserve and a condition of the plan approval for the Deerfield Preserve is filing and recording a subdivision plan consolidating the two parcels described herein into one 87.82 acre lot, hereinafter referred to as "Property;" and

WHEREAS, Developer desires to develop the Property in compliance with all conditions of approval, and all applicable Federal, State, County and Township laws, codes and ordinances; and

WHEREAS, Developer submitted an application for lot consolidation for the development of Deerfield Preserve. The Board of Supervisors at its July 13, 2020 meeting granted preliminary plan approval to Deerfield Preserve Lot Consolidation Plan as prepared by Trant Corporation dated June 19, 2020, subject to the satisfaction of an outstanding lien upon the property by the Brighton Township Municipal Authority and payment of any other outstanding fees or assessments prior to recording.

WHEREAS, The Board of Supervisors at its July 13, 2020 meeting granted preliminary plan approval to Deerfield Preserve Plan Phase I as prepared by Trant Corporation dated June 19, 2020, final approval subject to the following conditions as set forth in Brighton Township correspondence dated July 17, 2020 which was accepted by Developer on July 29, 2020:

1. Granting of a waiver on the maximum block length of Fox Water Trail from the intersection of Dutch Ridge Road to where Fox Water Trail intersects itself to permit a block length of 1,459.87 LF.
2. Granting of a waiver on the minimum block length of Fox Water Trail from where Fox Water Trail intersects itself to the intersection of Fox Water Trail and Valley View Drive to permit a block length of 195.65 LF.
3. Trant Corporation to prepare a street lighting plan with a photometric foot candle layout of the streetlights. This plan is to be reviewed by the Township Engineer who will then make a recommendation of the streetlight layout to the Board of Supervisors for final approval. The waiver request to place 11 streetlights in lieu of the number required by Code was denied. Proposed streetlights to be spaced not less than 250 feet and not more than 400 feet apart; placement, wattage, and pole height to be determined in the field.

4. Township Engineer to review the ADA sidewalk ramp requirements at the intersections and recommend modifications, if necessary, that the applicant must comply with.
5. Applicant shall secure a Grading Permit from Brighton Township and comply with any conditions made a part of the permit approval. (See Board of Supervisors decision on waiver requests dated July 15, 2019.) It is noted that only Phase I will be recorded at this time, however, the Grading Permit Application has been submitted for the entire site.
6. Applicant shall execute a Stormwater Best Management Practices Operations and Maintenance Agreement with Brighton Township as prepared by the Township.
7. Providing a Conservation Easement to Brighton Township over the common area to implement the recommendation of the 2016 Brighton Township Greenway Plan. The Township Solicitor to prepare a proposal for the Conservation Easement.
8. Compliance with the Township Engineer's comments of July 1, 2020, including any subsequent reviews undertaken pursuant to additional submittals by the applicant, and implementation of the required improvements.
9. Execution of a Developer's Agreement with Brighton Township, including the posting of the required financial security as approved by the Township Engineer.
10. Compliance with the Brighton Township Municipal Authority Engineer's comments of March 16, 2020, including any subsequent reviews undertaken pursuant to additional submittals by the applicant.

11. Execution of a Developer's Agreement with Brighton Township Municipal Authority, including the posting of the required financial security as may be approved by the Authority Engineer.
12. Compliance with the Brighton Township Sewage Authority Engineer's comments of June 12, 2020, including any subsequent reviews undertaken pursuant to additional submittals by the applicant.
13. PA DEP Sewage Planning Module approval.
14. Execution of a Developer's Agreement with Brighton Township Sewage Authority, including the posting of the required financial security as may be approved by the Authority Engineer.

NOW THEREFORE, Developer for itself, its successors and assigns, and the Township for itself, its successors and assigns, both respectively, intending to be legally bound, do hereby covenant and agree:

1. The Developer agrees to comply with all conditions of lot consolidation and plan approval as herein described.

The Developer agrees to construct all improvements in accordance with the approved plan at its sole cost and expense. The Developer shall install, plant or construct all required site improvements including but not limited to roadways and underdrains, sidewalks, lighting, grading, landscaping, stormwater collection facilities, site utilities, parking, traffic control signage, mailbox cluster, and stormwater controls prior to requesting occupancy of any building for the development. The approved plans shall be considered an integral part of this Agreement and shall be understood to include:

- Sheet C101 Existing Conditions Plan, prepared by Trant Corporation, dated July 21, 2020;
- Sheet C102-C105 Site Plan, prepared by Trant Corporation, dated July 21, 2020;
- Sheet 1-5 Deerfield Preserve Plan of Lots, Phase 1, prepared by Trant Corporation, dated July 21, 2020;
- Sheet C201-C204 Grading Plan, prepared by Trant Corporation, dated June 19, 2020;
- Sheet C205-C212 Road Profiles, Site Cross Sections & Typical Street Cross Sections, prepared by Trant Corporation, dated June 19, 2020;
- Sheet C301-C304 Stormwater Management Plans, prepared by Trant Corporation, dated July 21, 2020;
- Sheet C305-C310 Storm Sewer Profiles, prepared by Trant Corporation, dated June 19, 2020 and July 21, 2020;
- Sheet C501-C504 Utility Plans, prepared by Trant Corporation, dated July 21, 2020;
- Sheet C601-C606 Construction Details, prepared by Trant Corporation, dated June 19, 2020 and July 21, 2020;
- Sheet C801 Lighting and Traffic Control Signage Plan, prepared by Trant Corporation, dated July 21, 2020;
- Sheet L101-L105 Landscaping Plans, prepared by Trant Corporation, dated June 19, 2020 and July 21, 2020; and
- Sheet L201 Architectural Elevations, prepared by Trant Corporation, dated June 19, 2020.

2. Developer is responsible for all maintenance required for the Stormwater Management Plan for as long as they own the Property. The Maintenance Program outlined in the PCSM Report for the Stormwater Management Best Management Practices is part of the recorded post construction Stormwater Management Plan and shall act as a legally binding agreement between the

Developer/Responsible Party and Brighton Township. The Developer conveys Brighton Township a legal access easement to assure access for periodic inspections by the Township and maintenance if required. Developer acknowledges the imposition of stormwater management fees pursuant to the Brighton Township Stormwater Management Fee Ordinance and agrees to pay all fees as provided therein.

3. Township shall have the right of access to the on-site detention facilities for the right of routine inspection and maintenance in the event the Developer, assigns or heirs do not adequately maintain the facilities. The Developer, assigns or heirs shall reimburse the Township for all costs associated with said maintenance. The aforementioned rights granted the Township in no way diminish the responsibility of the Developer, assigns or heirs of said maintenance, and no liability will be assumed by the Township associated with required access for maintenance purposes.
4. Developer shall provide record drawings for all stormwater facilities prior to occupancy. The Record Drawings must be prepared and bear the seal and signature of a Professional Engineer or Surveyor.
5. No change, revision or deviation shall be made from the approved plans unless agreed upon in writing by the Township.
6. No improvements to be constructed as part of the approved plan shall be considered to be public improvements. The Township will not consider an offer of dedication of any installed improvements.

7. The Developer shall provide a schedule of proposed construction activities to the Township and shall further provide the Township a minimum of forty-eight (48) hours' notice prior to commencing any work requiring inspection by the Township Engineer or an authorized representative. Any construction performed without the observation of the Township Engineer or authorized representative shall be at the Developer's sole risk and shall be subject to rejection by the Township Engineer. The Developer shall schedule a pre-construction meeting at the project site subsequent to mobilization but prior to commencement of construction. This meeting shall include representatives of the Developer, Township, all utility companies and Pennsylvania Department of Environmental Protection/Local Conservation District.
8. Prior to the commencement of the work depicted on the approved plans, the Developer, at its own cost, shall procure all necessary permits and approvals from all governmental agencies and show satisfactory proof of acquiring said permits and approvals.
9. Prior to commencement of the construction work herein authorized, the Developer and its contractors shall obtain and maintain comprehensive general liability insurance. The Developer agrees to provide a certificate of insurance with minimum limits of liability of \$1,000,000.00 for each claim of personal injury and \$1,000,000.00 for each claim of property damage naming the Developer and its contractors as insured parties. The policy must name the Township as an additional insured party. The Developer will provide certificates

of insurance confirming same to the Township in advance of commencement of work. Insurance companies shall be approved by the Township.

10. The Developer shall pay a fee-in-lieu-of-dedication of \$500.00 for each of the 92 dwelling units in Deerfield Preserve as required by Township Code Sections 180-78 and 180-64.1.
11. In guarantee of completion of improvements depicted on the approved plans, the Developer agrees to provide financial security in the amount of 110% of the estimated cost of completion of the proposed improvements. Financial security may be provided in the form of a surety bond or irrevocable letter of credit, the form to be approved by the Township Solicitor. The surety bond or irrevocable letter of credit must be automatically renewing, unless reduction or release is authorized in writing by the Township. Financial security shall be supplied at the time of execution of this Agreement and shall remain in place until such time that reduction or release has been approved by the Township Board of Supervisors, in accordance with the provisions of the Township Subdivision and Land Development Ordinance and the Pennsylvania Municipalities Planning Code. The Township will require retention of 10% of the estimated cost of the completed improvement until such time that all improvements are complete. Completion of improvements for final bond release shall be as deemed by the Township. The total amount of the required financial security for the grading work shall be \$671,006.40 and the total amount of financial security for the site work shall be \$844,127.53, in accordance with the Township Engineer's Revised Project Bonding Summary letter dated September 11, 2020.

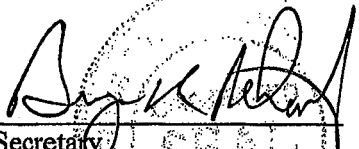

12. Prior to final release of the financial security for the proposed development, the Developer shall deliver to the Township as-built plans, as set forth in this Agreement; documentation that all permits obtained have been properly closed out by the respective agency issuing the permit; and a written signed and sealed certification by a Registered Professional Engineer that said Improvements have been constructed in reasonable conformance with the required standards, approvals, good engineering practice, and the design plans and details; and approval is given by the Township Engineer that all items have been satisfactorily addressed.
13. The Developer shall reimburse the Township for all reasonable legal, engineering and consulting fees, costs and charges incurred by the Township in connection with the development including, but not limited to, preparation of this agreement, review of development application material, and the implementation and enforcement of this Agreement. All such costs must be paid within thirty (30) days of invoicing. In addition, the Township shall include a 5% administrative cost.
14. The Developer agrees to indemnify and hold harmless the Township and its elected and appointed officers, employees, attorneys and agents from any and all liability that shall accrue to any person or corporation by reason of Developer or its agents or employees negligence, unintentional or intentional misconduct in the performance of the work herein referred to, or for any reason whatsoever arising from the performance by Developer of the provisions of this Agreement or the development of the Property.

15. All documents, drawings and correspondence detailed and described herein shall be incorporated into this Developer's Agreement by reference.
16. The invalidity of any one or more words, phrases, sentences, clauses or sections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part hereof. If any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall be declared invalid by a court of competent jurisdiction, then in any event, this Agreement shall be construed as if such invalid words, phrases, sentences, clause or clauses or section or sections had not been inserted. Waiver by any Party of any breach of or exercise of any right under this Agreement shall not be deemed a waiver or breach of similar rights. This Agreement shall be construed and governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue of any disputes under this Agreement or relative to this development shall lie solely and exclusively in the Court of Common Pleas of Beaver County, Pennsylvania and not Federal Court.
17. This Agreement, including all exhibits attached hereto, constitutes the entire understanding of the parties and supersedes any and all other prior agreements and negotiations between them. There are no representations or warranties other than those expressly set forth herein. No modification of this Agreement shall be binding except in writing and executed by both parties consistent with proper resolutions of each party.

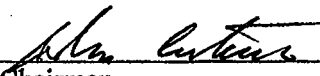
IN WITNESS WHEREOF, the Township has caused this Agreement to be executed in its name and on its behalf by its Chairman and by its Secretary and its Common and Corporate Seal

to be hereto affixed, and the Developer has caused this instrument to be executed in its name and on its behalf by its President and by its Secretary and its Common and Corporate Seal the day and year first above written.

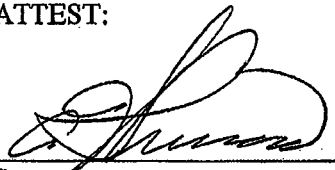
ATTEST:


Secretary
(SEAL) 

TOWNSHIP OF BRIGHTON

By: 
Chairman

ATTEST:


Secretary
(SEAL)

1224 DUTCH RIDGE DEVELOPMENT, LLC

By: 
Manager

ESTIMATE OF PROBABLE COST FOR THE REQUIRED PUBLIC AND PRIVATE IMPROVEMENTS

**BRIGHTON TOWNSHIP
DEERFIELD PRESERVE - PHASE 1
GRADING BONDING SUMMARY**

Based on Information and Plans Provided by Trant Corporation

Bond Summary Date: December 19, 2019

Revision No. 1: September 1, 2020

Revision No. 2: September 11, 2020

ITEM NO.	DESCRIPTION	BONDED QUANTITIES AND AMOUNTS				QUANTITY COMPLETED	TOTAL COMPLETED
		ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE		
EROSION AND SEDIMENT CONTROL							
1	Clear and Grub Entire Site, Grind Stumps, Rake Site, and Remove Wood Chips	22	AC	\$5,000.00	\$110,000.00		
2	Mow Grass and Brush Areas	18	AC	\$333.00	\$5,994.00		
3	Orange Safety Fence	5,140	LF	\$2.75	\$14,135.00		
4	Seed & Mulch w/ Tactifier Bench and Topsoil Areas	831,488	SF	\$0.09	\$74,833.92		
5	Seed & Straw Blanket Areas (Permanent)	404,370	SF	\$0.17	\$68,742.90		
6	Rock Construction Entrance ¹	1	EA	\$7,500.00	\$7,500.00		
Subtotal					\$281,205.82		
EXCAVATION							
7	Topsoil and Site Grading	137,000	CY	\$2.40	\$328,800.00		
Subtotal					\$328,800.00		
Total					\$610,005.82	Total Complete	\$0.00

¹ Item added to reflect plans.

10% Contingency	\$61,000.58
Total Bond Amount	\$671,006.40
Less Value Complete	\$0.00
Total Bond Amount	\$671,006.40

ESTIMATE OF PROBABLE COST FOR THE REQUIRED PUBLIC AND PRIVATE IMPROVEMENTS

**BRIGHTON TOWNSHIP
DEERFIELD PRESERVE - PHASE 1
SITE IMPROVEMENT BONDING SUMMARY**

Based on Information and Plans Provided by Trant Corporation
Bond Summary Date: December 19, 2019
Revision No. 1: September 1, 2020
Revision No. 2: September 11, 2020

ITEM NO.	DESCRIPTION	BONDED QUANTITIES AND AMOUNTS				QUANTITY COMPLETED	TOTAL COMPLETED
		ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE		
EROSION AND SEDIMENT CONTROL							
1	Basin Skimmers	1	EA	\$1,500.00	\$1,500.00		
2	Inlet Protection	21	EA	\$100.00	\$2,100.00		
3	Filter Bag	1	EA	\$1,000.00	\$1,000.00		
4	Basin Conversions	1	EA	\$15,000.00	\$15,000.00		
5	Concrete Washout	1	EA	\$500.00	\$500.00		
6	Maintenance and Removal of E&S Controls ¹	1	LS	\$3,500.00	\$3,500.00		
	Subtotal				\$23,600.00		
STORM							
7	6" HDPE Roof Drain Laterals	1,882	LF	\$17.50	\$32,935.00		
8	8"-15" HPPE Roof Drain Manifold	240	LF	\$25.00	\$6,000.00		
9	15" SLCPP	1,247	LF	\$30.00	\$37,410.00		
10	18" SLCPP	352	LF	\$35.00	\$12,320.00		
11	24" SLCPP	718	LF	\$44.00	\$31,592.00		
12	30" SLCPP	360	LF	\$55.00	\$19,800.00		
13	30" RCP	48	LF	\$145.00	\$6,960.00		
14	6" Roof Drain Lateral Connectors & Markers	34	EA	\$110.00	\$3,740.00		
15	Storm Inlets	21	EA	\$2,350.00	\$49,350.00		
16	48" Storm Manholes	3	EA	\$2,400.00	\$7,200.00		
17	Yard Drain w/ Grate	1	EA	\$2,400.00	\$2,400.00		
18	Outlet Control Structure	1	EA	\$3,500.00	\$3,500.00		
19	30" PADOT Type DW Endwall	2	EA	\$2,200.00	\$4,400.00		
20	Concrete Anti-Seep Collars	2	EA	\$1,650.00	\$3,300.00		
21	2A Limestone Backfill	875	TONS	\$27.00	\$23,625.00		
22	Stone Basin Access Roads	300	LF	\$17.50	\$5,250.00		
23	P-300 Lined Matting (Emergency Spillways)	840	SF	\$10.00	\$8,400.00		
24	R-5 Riprap Aprons w/ Geotextile	28	TONS	\$45.00	\$1,260.00		
25	PCSM Record Plan ¹	1	LS	\$2,000.00	\$2,000.00		
	Subtotal				\$261,442.00		
PAVING & CONCRETE							
26	Initial Paving Includes Subbase, Binder, and Initial Wearing Course	7,304	SY	\$27.67	\$202,101.68		
27	18" Wedge Curb	5,390	LF	\$1.70	\$9,163.00		
28	Underdrain	5,390	LF	\$7.25	\$39,077.50		
29	Geotextile Fabric	7,304	SY	\$1.70	\$12,416.80		
30	Final Wearing Course	7,304	SY	\$6.92	\$50,543.68		
31	4' Concrete Sidewalk	21,032	SF	\$4.50	\$94,644.00		
32	ADA Ramps	6	EA	\$2,000.00	\$12,000.00		
	Subtotal				\$419,946.66		
LANDSCAPING							
33	On-Lot Trees ¹	108	EA	\$250.00	\$27,000.00		
	Subtotal				\$27,000.00		
MISCELLANEOUS							
34	Access Road Restrictive Gate	1	EA	\$500.00	\$500.00		
35	Street Signs (Stop, Street, Speed Limit)	10	EA	\$500.00	\$5,000.00		
36	Engineering As-Built	1	LS	\$10,000.00	\$10,000.00		
37	Temporary Cul-De-Sac	1	LS	\$10,000.00	\$10,000.00		
38	4' High Chain Link Fence ¹	825	LF	\$12.00	\$9,900.00		
	Subtotal				\$35,400.00		
	Total				\$767,388.66	Total Complete	\$0.00
	10% Contingency				\$76,738.87		
	Total Bond Amount				\$844,127.53		
	Less Value Complete				\$0.00		
	Total Bond Amount				\$844,127.53		

¹Item added to reflect plans.