

Milford Township

From: Jessica Rella [jessica@magnottalaw.com]
Sent: Thursday, February 23, 2023 1:25 PM
To: 'Rachel Hendricks'
Cc: 'penney luhrs'; 'Gary Williams'; Milford Township
Subject: Milford Township - Econo-Pak Addition: Bonding Questions
Attachments: Econo-Pak Addition: Bonding Questions (100 KB)

Dear Rachel:

I have received an inquiry from Stephen Coon, Project Manager, Collier Construction, LLC regarding the Econo-Pak Developers Agreement. The specific inquiry is regarding the necessity for Performance Bond and Stormwater Maintenance Agreement. The inquiry relates to the form of the bond and not the substance of the bond. It is my understanding that the Performance Bond needs to be for 110% of the estimated construction amount while the Stormwater Maintenance Agreement needs to be for 10% of the total construction cost of the stormwater maintenance. I took the liberty of confirming with Kiley Associates that they have not received any estimated construction cost nor stormwater construction cost for the project.

I wanted to make you aware of a potential situation, in that, Kiley Associates is no longer the primary engineer for the township, however, has previously reviewed the Econo-Pak National Land Developers Warehouse and UGI Projects which are still pending before the township. In the case of Econo-Pak, Mr. Fuller is the primary engineer being utilize by Econo-Pak. Therefore, I believe the supervisors should at least discuss who will be handling these matters from an engineering standpoint going forward.

My recommendation would be that the UGI and Econo-Pak matters that have previously been reviewed by Kiley Associates should continue to be serviced by them especially since Mr. Fuller is the primary engineer in the Econo-Pak matter. I will leave it up to the Board of Supervisors as to the Warehouse Project since it is anticipated that a new plan will be submitted by the applicant.

Thank you for your time in considering this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

Anthony J. Magnotta, Esquire

Jessica Rella
Legal Assistant

ANTHONY J. MAGNOTTA, ESQ.

Attorney At Law
8 Silk Mill Drive, Suite 215
Hawley, PA 18428
Phone: 570.226.5700 Fax: 570.226.5654
Email: contact@magnottalaw.com

This email, sent by Anthony J. Magnotta, Attorney At Law, is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this e-mail in error, please destroy it and notify us immediately.

Milford Township

From: Stephen Coon [scoon@collierconstructionllc.com]
Sent: Wednesday, February 22, 2023 11:11 AM
To: Christina Markgraf; Contact
Cc: Erik Collier; John D Fuller; Dean Sauder; P J Wiebel
Subject: Econo-Pak Addition: Bonding Questions
Attachments: Performance - Subdivison (Generic).docx; Generic Maintenance Bond.pdf

Good morning Anthony / Christine,

Econo-Pak / Dot Red team are finalizing the Developer's and Stormwater Maintenance Agreements for submission to Magnotta for review. We **anticipate a complete submission the week of 3/6/23.**

Please see below questions / confirmations for the three bonds required by the conditional approval letter and to be incorporated into the Developer's and Stormwater Maintenance Agreements:

1. Confirm Obligee name: "Milford Township"
2. Confirm Milford Township (Obligee) address: Milford Township, PO Box 366, Milford PA *Please confirm if this address is accurate to be listed on bonds.*
3. Confirming no special bond forms are required by the Township, we will utilize the attached Performance and Maintenance bonds.
4. Please confirm how many hard copies of each bond are required to be delivered to the Obligee?

thank you,

Stephen Coon

Project Manager

COLLIER CONSTRUCTION LLC

371 E. Main St Middletown, NY 10940

satellite office - Orlando, FL

cell: 914-218-1934 office: 845-346-0010

scoon@collierconstructionllc.com

www.collierconstructionllc.com

<https://www.facebook.com/collierconstructionllc>

MAINTENANCE BOND

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS, That we _____ as Principal, and _____, as Surety, are held and firmly bound unto, _____ as Oblige, in the penal sum of _____ (\$ _____) to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal _____ has entered an agreement with _____ for

WHEREAS, the Principal will furnish a bond conditioned to guarantee for the period of _____ year(s) against all defects in workmanship and materials which may become apparent during said period.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which become apparent during the period of _____ year(s) from _____ and expiring _____ then this obligation shall be void, otherwise to remain in full force and effect.

The aggregate liability of the Surety shall not exceed the penal sum of this bond irrespective of the number of years it is in effect and irrespective of the number of claims instituted by the Oblige.

SIGNED, SEALED AND DATED THIS _____ **DAY OF** _____, _____.

Principal

By _____

Surety

By _____, Attorney-in-Fact

Surety Phone No.

Subdivision Bond
Faithful Performance

Bond No. _____
Premium \$ _____

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal, and Surety Company, a corporation organized and existing under the laws of the State of Oklahoma and authorized to transact surety business in the State of _____, as Surety are held and firmly bound unto Obligee in the penal sum of _____ Dollars (\$_____), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS the above Named Principal has entered into an agreement, dated _____, _____, with the Obligee to do and perform the following work, to with:

Description of Work to Be Performed

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work referred to in such agreement, then this obligation shall be void; otherwise to remain in full force and effect.

The aggregate liability of the Surety hereunder to the City is limited to the penal sum stated above.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact at Orange, California this _____ day of _____, 20____.

Principal Name _____
(Principal) _____ (Seal)

By: _____

Surety _____
(Surety) _____ (Seal)

By: _____
Name of Attorney-in-Fact, Attorney-In-Fact