

**Board of Supervisors
Work Session Agenda
September 14, 2020**

**8:30 a.m. Executive Session
9:00 a.m. Regular Meeting**

Agenda

1. Call to Order
2. Pledge of Allegiance
3. Announcements from the Chair: The Board met in Executive Session prior to this Meeting to discuss personnel issues, land acquisition and litigation. The Board will also meet immediately after this meeting for Executive Session to discuss personnel issues.
 - 3.1. Service Awards
Anthony Passerini, 15 Years with PW Department
Kelsey Ganther, 5 Years with PW Department
4. Public Comment on Non-Agenda Items
5. Approval of Minutes of Meeting of August 17, 2020
6. Departmental Reports
7. Consideration of Old Business
 - 7.1. Comcast Franchise Agreement Discussion
8. Consideration of New Business
 - 8.1. Harris/Hamilton Lot Line Change
 - 8.2. D'Alessio 3-Lot Sketch Plan
 - 8.3. Budget 2021 Discussion

9. Consent Agenda

- 9.1. Joseph G. Murphy has executed a Professional Services Agreement for construction of a swimming pool at 11 Keller Road, TMP #26-004-034-004 in the WS Watershed District, with corresponding legal and engineering escrow of \$5,000.00.
- 9.2. An Agreement between Hilltown Township, Hilltown Township Water and Sewer Authority, New Britain Township and Chalfont-New Britain Township Joint Sewer Authority will allow four (4) lots within Hilltown Township to be connected to the system owned and maintained by the Chalfont-New Britain Township Joint Sewer Authority.
- 9.3. An Intergovernmental Cooperation Agreement between Hilltown Township and New Britain Township will allow a portion of Mill Ridge Drive within Hilltown Township to be maintained by New Britain Township (to include patching, paving, snow and ice removal, routine maintenance) in consideration of payment of a portion of its corresponding annual Liquid Fuels tax receipts.
- 9.4. A First Amendment to Release and Indemnity Agreement between Bucks County, New Britain Township and Chalfont-New Britain Township Joint Sewer Authority (CNBTJSA) will allow CNBTJSA to continue surveying, flagging, and benchmarking on the property at New Galena and Walters Roads, TMP #26-001-049, for a proposed pump station and sewer line, through March 31, 2021.
- 9.5. Provco Pinegood Chalfont, LLC has executed Certificate of Completion #4 for the W. Butler Avenue Wawa Project for release of financial security of \$88,632.45, leaving \$431,219.39 remaining.

10. Board of Supervisors Comments

11. Administration Comments

- 11.1. Authorize Sale of 2008 Ford Explorer Police Vehicle
- 11.2. Upcoming Zoning Hearings
 - a. September 17, 2020 at 7:30 p.m.: Distinctive Landscaping SE, 619 Limekiln Pike; McDonald's USA, LLC, 4272 County Line Road; Schmidt SE, 338 Park Avenue
 - b. September 29, 2020 at 7:30 p.m.: Mortimer, 55 Curly Mill Road
- 11.3. 2021 Police Pension Plan Minimum Municipal Obligation Resolution #2020-16
- 11.4. 2021 Non-Uniform Pension Plan Minimum Municipal Obligation Resolution #2020-17
- 11.5. Extension of Use of Outdoor Areas Resolution #2020-18
- 11.6. 2020-2021 Consortium Salt Contract

12. Solicitor and Engineer Comments
13. Public Comment
14. Other Business
15. Payment of Bills
 - 15.1. Bills List dated August 26, 2020 in amount of \$3,261.45
 - 15.2. Bills List dated August 28, 2020 in amount of \$324.00 (medical reimbursement)
 - 15.3. Bills List dated September 1, 2020 in amount of \$430,591.20
 - 15.4. Bills List dated September 2, 2020 in amount of \$1,580.04 (medical reimbursement)
 - 15.5. Bills List dated September 4, 2020 in amount of \$118,641.38
16. EXECUTIVE SESSION: Personnel
17. Adjournment:

*The next Regular Meeting of the Board of Supervisors of New Britain Township will take place on **Monday, September 21, 2020 at 7:00 p.m.**, at the New Britain Township Building, 207 Park Avenue, Chalfont, PA. Agenda are posted to the Township website prior to the meeting date at www.newbritaintownship.org.*

NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA

IN APPRECIATION AND RECOGNITION

OF

KELSEY GANTHER

FOR

**5 YEARS OF PUBLIC SERVICE
AUGUST 17, 2020**

*LOYALTY AND COMMITMENT FORM THE BASIS OF ANY
SUCCESSFUL RELATIONSHIP, WHETHER IT BE FAMILY OR
BUSINESS. WE FEEL THAT THE "NEW BRITAIN TOWNSHIP
FAMILY" IS LOYAL AND COMMITTED TO MAKING OUR
TOWNSHIP THE BEST IT CAN BE, AND YOU ARE A
SIGNIFICANT PART OF THAT FAMILY.*

*THANK YOU FOR 5 YEARS OF DEDICATED SERVICE TO
OUR RESIDENTS AND TAXPAYERS.*

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA

IN APPRECIATION AND RECOGNITION

OF

ANTHONY PASSERINI

FOR

**15 YEARS OF PUBLIC SERVICE
AUGUST 15, 2020**

*LOYALTY AND COMMITMENT FORM THE BASIS OF ANY
SUCCESSFUL RELATIONSHIP, WHETHER IT BE FAMILY OR
BUSINESS. WE FEEL THAT THE "NEW BRITAIN TOWNSHIP
FAMILY" IS LOYAL AND COMMITTED TO MAKING OUR
TOWNSHIP THE BEST IT CAN BE, AND YOU ARE A
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*THANK YOU FOR 15 YEARS OF DEDICATED SERVICE TO
OUR RESIDENTS AND TAXPAYERS.*

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

**BOARD OF SUPERVISORS
MEETING MINUTES
August 17, 2020**

A Regular Meeting of the New Britain Township Board of Supervisors was held on Monday, August 17, 2020, at the Township Administration Building, 207 Park Avenue, New Britain Township, PA, beginning at 7:00 p.m. Present were Supervisors: Chair William B. Jones, III, Vice-Chair Helen B. Haun, Members Gregory T. Hood, Cynthia M. Jones, and MaryBeth McCabe, Esq. Also present were Township Manager Eileen M. Bradley, Township Solicitor Peter Nelson, Esq., and Township Engineer Craig Kennard.

1. Call to Order: Mr. Jones called the Meeting to order.

2. Pledge of Allegiance: Mr. Jones led the Board and audience in the Pledge of Allegiance.

3. Announcements: Mr. Jones announced that the Board had met in Executive Session prior to this Meeting to discuss personnel issues, land acquisition and litigation.

4. Public Comment on Non-Agenda Items: Ms. Mary Ann McBrearty of Dolly Lane requested follow-up information regarding pest control measures taken at 113 Dolly Lane. Ms. Bradley stated that she would follow up with Staff. Ms. McBrearty asked about the property owner being served with legal notice of suit. Mr. Nelson stated that the Township had made three attempts for the Montgomery County Sheriff to serve the property owner, who was currently in a nursing home/rehab facility. Ms. Bradley confirmed that lawn upkeep and pest control would continue until the end of the season.

Ms. McBrearty also brought up a large tree truck being parked in the public street during daytime hours. Ms. Bradley requested that she provide photographs of the truck and its location to staff for further investigation.

Mrs. Deborah Rendon of Keller Road made a statement regarding the 100th Anniversary of Women's right to vote in the United States.

5. Approval of Minutes:

5.1. Minutes of Meeting of July 20, 2020:

MOTION: A motion was made by Mrs. Haun seconded by Ms. McCabe and unanimously approved to accept the July 20, 2020 Minutes as written.

6. Departmental Reports:

6.1. Code Department Report for July 2020: Ms. Bradley presented the Code Department Report for July 2020.

6.2. Police Department Report for July 2020: Ms. Bradley presented the Police Department Report for July 2020.

6.3. Public Works Department Report for July 2020: Ms. Bradley presented the Public Works Department Report for July 2020. Mrs. Jones inquired about changing annual flower beds to perennial flowers and pollinator gardens to save the need for mulching. Ms. Bradley stated that the Township would look into that possibility.

7. Consideration of Old Business:

7.1. PUBLIC HEARING: Ordinance #2020-08-02 Amendment Adoption; Speed Limits: Ms. Bradley explained that the proposed ordinance clarified that posted speed limits matched the ordinance language, and corrected a typographical error within the penalties section. Mr. Nelson stated that the ordinance amendment had been duly advertised and was ready for adoption.

MOTION: Upon motion by Ms. McCabe, seconded by Mrs. Jones, and carried unanimously, the Board opened a public hearing to enact Ordinance #2020-08-02.

There was no further discussion.

MOTION: Upon motion by Mr. Hood, seconded by Ms. McCabe, and carried unanimously, the Board approved enactment of Ordinance #2020-08-02, Speed Limit Amendment Adoption, and closed the Public Hearing.

7.2. Distinctive Landscaping Adjudication: Ms. Bradley stated that the Board had verbally approved this Conditional Use regarding 619 N. Limekiln Pike at a Public Hearing at their July 20 Meeting, and requested Board approval of the formalized Adjudication Decision made at that hearing.

MOTION: Upon motion by Mrs. Haun, seconded by Ms. McCabe, and carried unanimously, the Board approved the Adjudication for the Conditional Use approval granted to Distinctive Landscaping, Inc. for 619 limekiln Pike.

7.3. Omnibus V Zoning Amendment Discussion: Ms. Bradley presented a Zoning Ordinance amendment, Omnibus V, for review and comment of the Board. The Board had previously reviewed the amendment, which addressed a number of issues, including an overhaul of the sign ordinance, changes to calculating impervious surfaces, and the addition of new uses such as Short-Term Rentals and the J-35 Planned Integrated Development (PID) use. Ms. Bradley requested that the Board authorize advertisement for adoption of the Omnibus V Zoning Amendment.

Ms. McCabe asked for clarification on the removal of a minimal lot size from the B2 Cluster subdivision. Mr. Nelson explained that the minimum lot area was included in another section of the existing Zoning Ordinance which conflicted with what was written in other areas. Mrs. Haun pointed out a minor typographical error on page 9.

Mrs. Jones asked if the J-35 PID use could be written to allow a commercial building as “stand alone”, but any building with a residential use must also contain commercial uses, and the Board agreed to that change. Discussion the revolved around the minimum lot size of 5 acres. Mr. Jones stated he believed the 5-acre minimum lot size should stay so that the Skyline shopping center could potentially be redeveloped under J-35.

Mr. Jones asked if there had been any updates to the status of the Chalfont Motor Lodge. Ms. Bradley stated that there were no updates of which she was aware.

Ms. McCabe drew attention to page 29 and Natural Resource Protection reductions. She believed that allowing up to 50% reduction in natural resource protection for the J-35 use was excessive and invited developers to request the maximum amount. She preferred a 30% reduction. Mr. Jones stated that any reduction was at the sole discretion of the Board of Supervisors. Mr. Hood asked Mr. Kennard what the protection standard ratios were in other parts of the zoning. Mr. Kennard responded that the protection standards varied. Most protection standards were covered in the Subdivision and Land Development Ordinance (SALDO) and often had an option to pay a fee in-lieu, or place plantings elsewhere in the Township. Mr. Kennard stated that any relief of natural

resource protection standards was at the Board's discretion. Mr. Jones added that the 50% reduction would only apply to the J-35 use and not for the entire C1 Zoning District. Mr. Hood concurred that they would need to meet the other minimum requirements for the J-35.

Mr. Nelson explained that the reason it was included in the J-35 as a conditional use was to keep the planning decisions with the Board of Supervisors. The Zoning Hearing Board (ZHB) should not be responsible for making planning decisions. If a developer was forced to receive variances from the ZHB, the Board would be constrained by whatever variances the ZHB granted, regardless of what the Board wanted as part of a development project. Mr. Jones added that if the Board should allow 50% disturbance, the developer would be required to plant trees or pay extra fees to do so. Mr. Hood pointed out that Veterans Park and the future Cotton Park would need new trees planted. Relief under this item could be an option to allow for woodlands disturbance and save taxpayer dollars.

Mrs. Jones referenced page 18, regarding pets on a leash and questioned how we could enforce. Mr. Nelson explained that many types of pets were walked on leashes besides dogs, including potbelly pigs, cats, and ferrets. The intent, however, was to keep any pets from running at-large in the Township. Ms. McCabe suggested that the word "chain" from #3 should be changed to "tethered". Ms. McCabe also inquired as to what exactly was considered fowl. Mr. Nelson stated that fowl referenced chickens, turkeys, ducks, and other types of birds typically not kept within the household, but which could still be kept as pets.

MOTION: Upon motion by Mrs. Jones, seconded by Mr. Hood, and opposed by Ms. McCabe, the Board approved advertisement of the Omnibus V Zoning Ordinance Amendment (4-1).

7.4. Mill Ridge/Assal Tract Record Plans: Ms. Bradley requested authorization to execute the Assal Tract Record Plan, pending receipt of all final development documents.

MOTION: Upon motion by Mrs. Haun, seconded by Ms. McCabe, and unanimously carried, the Board approved the Final Record Plans for the Mill Ridge Subdivision, conditional upon the Township receiving all required development agreements and fees.

8. Consideration of New Business:

8.1. Virtual Meetings Discussion: Ms. Bradley referenced a Memo regarding Senate Bill 841, Act 15 of 2020, which allowed governments to hold virtual public meetings during the COVID-19 pandemic. Mrs. Jones requested a discussion with the Board to consider the option of conducting all virtual meetings.

Mrs. Jones believed that many residents were not participating for fear of in-person meetings, which might exclude people. Virtual meetings could expand public participation. Ms. McCabe asked Mr. Nelson how other municipalities that he represented conducted their meetings. Mr. Nelson stated that it was about a 50/50 split between in-person and virtual meetings. Mrs. Jones asked the same of Mr. Kennard. Mr. Kennard agreed with Mr. Nelson's assessment. He noted that many communities have experienced resident complaints of virtual meetings because it was difficult to immediately interact with a board. Larger municipalities were receiving resident complaints to bring back in-person meetings.

Ms. Bradley added that virtual meetings would require additional staff to manage the technology of a virtual meeting. Current personnel at meetings could not properly conduct their committee meetings while simultaneously attempting to adequately run their own Zoom meetings. This would incur additional overtime or the hiring of additional staff. Mr. Nelson stated that Derry Township ran virtual meetings very efficiently, but they had specific staff that handled that. Mr. Kennard also stated that there have been other issues in

Townships during virtual meetings, such as power outages, poor reception, echoes, and user errors, making it difficult to fully participate online.

Mr. Jones believed that the Township had made the in-person meetings work well. Neighborhood representatives helped to keep attendance low, while also raising concerns for their neighbors.

Mrs. Jones asked for comments from the residents in the audience.

Ms. McBrearty stated that she valued in-person communication, although the previous virtual Board meeting did allow for more residents to participate. There were some challenges in communication during the virtual meeting.

Ms. Margaret Briggs of Forest Park Drive suggested that the Board could accept public comments via email prior to the meeting. Zoom was getting better and shared a few other suggestions for running meetings. Ms. Briggs also suggested broadcasting the meetings.

Ms. McCabe stated that she would like to ask for volunteers that could help with running virtual meetings or broadcasting.

Mr. Jones stated that he believed the Township should continue holding in-person meetings and in the meantime look into costs of IT upgrades.

9. Consent Agenda: Mrs. Jones inquired if the Schoolhouse Road emergency access gate at Mode Transportation was permitted to be open. Mr. Hood stated that the gate would need to be closed after construction was finished. Ms. Bradley stated she would follow up with the issue.

Ms. McCabe asked why the fence had been removed at the new Wawa site. Mr. Kennard stated that the contractor had removed the fence to complete final grading. He continued that construction site fencing was not a Township requirement, but was usually done for the benefit of the developer.

MOTION: Upon motion by Mrs. Jones, seconded by Mr. Hood, the Board unanimously approved the following Consent Agenda items: Foxlane Homes at New Britain, LLC (Eagono) for the New Britain Meadows Subdivision development documents including Land Development Agreement, Memorandum of Development Agreement, Stormwater Facilities Operation and Maintenance Agreement, Declaration of Covenants, Easements, and Restrictions, and Final Record Plans; Casadonti Homes, Inc. for construction of a single-family home at 1121 Upper Stump Road (the Vineyard Lot #1): Amended Declaration of Covenants, Easements, Conditions, and Restrictions; 505 West Butler Ave, LLC (Extra Storage Property), TMP#26-006-096, a Stormwater Facilities Operation and Maintenance Agreement; Blue Bus Holdings, LLC (Jillamy/Mode Transportation) on Schoolhouse Road, Certificate of Completion #7 for \$269,383.06, leaving \$188,134.14 in an Irrevocable Letter of Credit and \$0.00 in Bond remaining; Provco Pinegood Chalfont, LLC for the W. Butler Avenue Wawa Project, Certificate of Completion #3 for release of financial security of \$67,979.70, leaving \$519,851.84 remaining.

10. Board of Supervisors' Comments: Mr. Hood asked Ms. Bradley about the status of the utility hookups at the Clauser Tree Company on Schoolhouse Road. Ms. Bradley stated that she believed utility connections were complete, but would verify the information.

Mr. Jones commended the Township's Public Works Department for all of their hard work during and after the recent Tropical Storm Isaias.

11. Township Administration Comments:

11.1. Mortimer Zoning Hearing Board Application: Ms. Bradley stated that on Thursday, August 20, 2020, beginning at 7:30 pm, the Zoning Hearing Board would consider three (3) applications. Robert and Kathleen Ferrell for 209 Creek Road, TMP #26-011-110 and McDonald's USA, LLC for 4272 County Line Road, TMP #26-005-049-005 had been discussed at the July 20 Board Meeting. The third hearing was the application of Edward Mortimer of 55 Curley Mill Road, TMP# 26-001-092, requesting multiple variances to subdivide the lot. Ms. Bradley recommended that the Board send the Township Solicitor to, at the minimum, protect the Township's interests due to multiple plans submitted by the applicant that had not been reviewed by Staff. She recommended opposition to the application.

Mr. Kennard pointed out that he conducted the plan review of the original Prime Properties subdivision that had created the present lot. This lot was never intended to be further subdivided. The Board discussed and agreed to oppose this application.

MOTION: A motion was made by Mrs. Jones, seconded by Ms. McCabe and carried unanimously to send the Township Solicitor in opposition of the Mortimer Zoning Hearing Board Application.

11.2. Hough Associates Recycling Grant Contract: Ms. Bradley stated that Hough Associates presented a three-year contract for filing the annual Recycling Grant Application. Contract and charge were unchanged from prior years at \$5,000 for a joint application with other Central Bucks communities. She was very happy with the service and the Township had received more grant money than when Township staff was handling it. Mrs. Haun agreed that their services should continue.

MOTION: Upon motion by Mrs. Haun, seconded by Mr. Hood, and unanimously carried, the Board approved renewal of the contract with Hough Associates for completion of the Recycling Grant Application.

11.3. Culvert Repairs Discussion: Ms. Bradley stated that Staff had assessed TS Isaias damage to the Walter Road and Sellersville Road culverts, and the Keller Road bridge. She requested authorization to bid a contract for culvert repairs. She recommended bidding one project for Walter Road, with an alternate for Sellersville Road to bring in more bidders as they are minor repairs. Ms. Bradley stated that the Walters Road and Sellersville Road projects would total around \$30,000 to \$35,000.

Ms. Bradley stated that the Keller Road repairs required more investigation and would require engineering of around \$12,500 to survey and inspect the bridge. A DEP permit would be required which may or may not require a hydrological study, which would add to the expense. Repair estimates were still being developed. She added that there also may be a Low Volume Road Grant Program that the Township could apply for to make repairs.

Mrs. Jones asked if the repairs to the Walter and Sellersville culverts would be more significant than the original work. Mr. Kennard confirmed that specifications called for more than the original to ensure this did not happen again. Damage was most likely exacerbated by the culverts having insufficient time to properly cure.

MOTION: Upon motion by Mrs. Haun, seconded by Ms. McCabe, and unanimously carried, the Board authorized going to bid for the repairs to the Walter Road and Sellersville Road culverts.

12. Solicitor and Engineer Comments: There were no Solicitor or Engineer Comments.

13. Public Comment: Ms. Briggs stated that she believed that language should be changed or included in the Omnibus Amendment in regard to impervious surfaces and setbacks for properties with A-Lots in her neighborhood. Mr. Nelson explained the reasoning for the change in language of calculating impervious surface specifically relating to the issues the Township was having in the Watershed district. The change impacted how the Township treated conservation easements. He continued that the situation with the A-Lots was different because they were separate lots with deed restrictions.

Ms. Briggs also shared a suggested change in language to setback requirements that she believed would remove hardships from properties with A-Lots. Mr. Robert Byrne of Forest Park Drive stated that he was required to seek variances for a pool project because of the language in the ordinance that prevented them from using the A-Lot to count towards their setbacks and allowable impervious surface.

Ms. McBrearty stated that she would like to have a follow-up on pest control of 113 Dolly Lane.

There was no other public comment at this time.

14. Other Business: There was no Other Business at this time.

15. Payment of Bills:

15.1. Bills List dated July 23, 2020 for \$230,498.50:

MOTION: Upon motion by Mrs. Jones, seconded by Ms. McCabe, the Board unanimously approved the Bills List dated July 23, 2020 for \$230,498.50.

15.2. Bills List dated July 23, 2020 for \$689.20:

MOTION: Upon motion by Mr. Hood, seconded by Mrs. Haun, the Board unanimously approved the Bills List dated July 23, 2020 for \$689.20.

15.3. Bills List dated July 30, 2020 for \$24,974.27:

MOTION: Upon motion by Ms. McCabe, seconded by Mrs. Haun, the Board unanimously approved the Bills List dated July 30, 2020 for \$24,974.27.

15.4. Bills List dated July 30, 2020 for \$266,254.74:

MOTION: Upon motion by Mrs. Haun, seconded by Mrs. Jones, the Board unanimously approved the Bills List dated July 30, 2020 for \$266,254.74.

15.5. Bills List dated August 12, 2020 for \$375,415.10:

MOTION: Upon motion by Mr. Hood, seconded by Mrs. Haun, the Board unanimously approved the Bills List dated August 12, 2020 for \$375,415.10.

16. Adjournment:

MOTION: There being no further business or comment, a motion was made by Mrs. Haun, seconded by Ms. McCabe, and unanimously carried, to adjourn the meeting at 8:55 p.m.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

William B. Jones, III, Chair

Helen B. Haun, Vice Chair

Gregory T. Hood, III, Member

Cynthia Jones, Member

MaryBeth McCabe, Esq., Member

Attest: _____
Eileen M. Bradley
Secretary/Manager

DRAFT

ORDINANCE NO. _____

**ORDINANCE OF THE TOWNSHIP OF NEW BRITAIN AUTHORIZING
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE
TOWNSHIP AND
COMCAST OF SOUTHEAST PENNSYLVANIA, LLC**

WHEREAS, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission (“FCC”) and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Township’s jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the Township by virtue of a cable franchise agreement dated March 24, 2008; and

WHEREAS, Comcast has requested that the Township renew Comcast’s franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Township’s residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast’s use of the Township’s public rights-of-ways as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, provide legal protections for the Township’s and meet the current and future cable-related needs of its residents; and

WHEREAS, the Township held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the Township’s future cable-related community needs; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast’s franchise according to the terms and conditions contained herein; and

WHEREAS, the Township has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Township;

NOW THEREFORE, BE IT ORDAINED that the Township Board of Supervisors does hereby approve the cable franchise agreement negotiated with Comcast, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

ENACTED AND ORDAINED this ____ day of _____, 2020.

ATTEST:

TOWNSHIP OF NEW BRITAIN

Chairman, Board of Supervisors



PRIVILEGED ATTORNEY-
CLIENT COMMUNICATION

August 3, 2020

Eileen Bradley
Township Manager/Open Records Officer
New Britain Township
207 Park Avenue
Chalfont, PA 18914

RE: Executive Summary of Cable Franchise Agreement with Comcast

Dear Eileen:

I am pleased to inform you that we have reached tentative agreement with Comcast regarding cable franchise renewal for New Britain Township. The following is an executive summary of the major provisions of the Cable Franchise Agreement (the "Agreement") negotiated with Brian Jeter of Comcast. While there are many other important provisions contained in the Agreement, I have limited this summary to the major items outlined herein. The Agreement is, of course, subject to the approval of the Township Board of Supervisors.

1. Franchise Fees (Sections 1(p) and 6)

Municipalities are entitled under federal law to assess a franchise fee of up to five percent (5%) of the cable operator's "gross revenues" for cable services provided within the municipality. The Township currently assesses a five percent (5%) fee and this remains the same in the Agreement. The definition of "gross revenues" in the Agreement includes an itemized list of 25 separate revenue sources that will maximize the Township's franchise fee revenue. This list includes all current eligible revenue sources as well as all foreseeable future sources and a "catch all" item to capture any other future revenue sources that are not foreseeable. The list adds several new revenue sources that Comcast has added in the past few years.

While several relevant variables such as rate changes, subscriber activity, subscriber penetration, and related issues can and will impact the Township's franchise fees, the

Agreement is intended to maximize the Township's franchise fee revenue. Please note that all franchise fees are passed through to Comcast cable subscribers as a separate line item on their bills. Franchise fees will be paid to the Township on a quarterly basis.

In addition to franchise fee revenue, the Agreement ensures franchise fee accountability. It permits the Township to conduct an independent audit of Comcast's records to determine whether Comcast has paid franchise fees accurately. Should the audit reveal that franchise fees have been underpaid, then Comcast must pay the underpaid amount plus ten percent (10%) interest on the underpayment. Furthermore, should the audit reveal that franchise fees have been underpaid by five percent (5%) or more, then Comcast also must contribute up to \$3,000 toward the cost of the audit.

Finally, the Agreement includes "bundled services" protection. If a subscriber purchases more than one of Comcast's three services (i.e. cable, internet and phone) and receives a bundled services discount, this provision ensures that the discount does not apply only to cable services. If it did, franchise fee revenue to the Township would be reduced. Section 6.5 of the Agreement states that "allocation of revenue shall not be structured for the purpose of evading franchise fees applicable to cable services."

2. Customer Service Standards (Section 4)

The Agreement establishes a set of comprehensive, quantifiable, and enforceable customer service standards. These standards adopt the relevant recommendations of the Federal Communications Commission ("FCC"), which are not enforceable unless they are included in a franchise agreement, and also add certain additional requirements. The customer service standards include, but are not limited to, the following:

- Telephone answering time limits for customer service representatives, including the requirement that Comcast to perform surveys to measure compliance with the standards upon receipt of subscriber complaints;
- Time limits for commencing installation, service interruption, and repair work, including limits on technicians cancelling appointments with subscribers;
- A four-hour "appointment window" for service calls;
- Requirements for notices to subscribers;
- Requirements that bills be clear, concise, and fully itemized;
- Customer complaint procedures, including that Comcast may not impose late fees on a subscriber who disputes a bill in good faith until the investigation is completed;

- Requirements to be met prior to disconnecting service;
- Credits for service interruptions of six or more hours upon request; and
- Standards of subscriber privacy.

3. Right-of-Way Protections (Section 3)

The Agreement provides many protections of the Township's public rights-of-way. For example, Comcast agreed to repair any damage to public or private property by Comcast or any of its contractors or subcontractors within 20 business days. In addition, the Agreement includes safety standards, the provision of service area maps to the Township upon request, requirements for disconnection and relocation of Comcast's wires and equipment, removal of equipment in the event of an emergency, and the need for Township approval for cutting down any trees in the public rights-of-way.

4. Reporting Requirements (Sections 5.7 and 6.3)

The Agreement includes four reporting requirements to the Township to be met by Comcast. The first is a detailed franchise fee report to accompany each quarterly franchise fee payment. The report must contain line items for sources of revenue received by Comcast and the amount of revenue received from each source.

Second, upon written request, Comcast must submit a customer complaint report stating the date, nature and resolution of all subscriber complaints that have generated a work order or have necessitated a response. The term "complaint" is defined as any written (including email) or oral communication by a subscriber expressing dissatisfaction with Comcast's operation of the cable system that is within Comcast's control and requires a corrective measure. In addition and upon request, the Township may obtain from Comcast specific information regarding service repair requests and service interruptions.

Third and finally, Comcast must, upon written request, provide to the Township copies of reports or other communications to any federal or state regulatory agencies relating to Comcast's cable system within the Township.

5. Cable System Requirements and Service Area (Section 3)

The Agreement provides technical requirements for the cable system serving the Township. It requires the system to be built for digital television standards and meet or exceed all technical performance standards of the FCC, the National Electric Code and the National Electrical Safety Code. It also requires that Comcast perform tests on the cable system upon request, report to the Township regarding the results of the tests, and take corrective measures if the results show non-compliance with applicable standards.

Furthermore, the Agreement requires that Comcast make cable service available to every area in which there is a minimum of 25 residential dwelling units per linear aerial plant mile (50 units per mile underground) subject to certain conditions. Any home that is within 275 feet from Comcast's main distribution line is considered a "dwelling unit." Upon Township request, Comcast must conduct a survey to determine the number of dwelling units per mile in the requested area. Any unit within 125 feet of the main distribution line is entitled to a standard installation rate. For any unit beyond 125 feet, Comcast must connect it if the unit owner pays the incremental cost beyond the installation costs for the initial 125 feet.

6. Educational and Governmental ("EG") Channel (Section 7.2)

Federal law grants municipalities the right to dedicated public, educational and governmental ("PEG") channels. In the Agreement, Comcast provides a single educational and/or governmental ("EG") channel to be used for programming related to educational and/or governmental activities. The Township or its designee would have complete control over the content, scheduling, and administration of the channel, and the Township may delegate these functions, or a portion of these functions, to a designated access administrator, such as the School District.

Comcast will continue to provide and maintain the wires and other signal distribution equipment so that programming can originate from the selected video origination location and be distributed over the cable system. Comcast is required to cablecast the EG channel to all Comcast subscribers and the technical quality of the channel must be comparable to the technical quality used for commercial channels.

7. EG Capital Grant (Section 7.3)

The Agreement also requires Comcast to provide the Township with a cash franchise grant to be used for capital expenses "in support of the production of local EG programming." The grant is to be paid to the Township within three months of the effective date of the Agreement. The grant amount negotiated for the Township is \$11,500 based on applicable factors. Comcast reserves the right as allowed by law to pass the grant through to subscribers and spread it out over the entire term of the franchise.

8. Services to Community Facilities (Section 7.1)

The Agreement requires Comcast to provide Basic level television service to various public buildings, including the Township Building, police stations, fire companies, public works buildings, and water and sewer authorities. Notwithstanding the foregoing, the FCC Section 621 Report and Order of September 2019 ("Order") has injected a major new restriction that previously did not exist. The Order states that "costs attributable to franchise terms that require a cable operator to provide free or discounted cable services to

public buildings” may be offset against franchise fees. The FCC found that these services are in-kind contributions and fall within the 5% franchise fee cap.¹

The Order outlines the new options for local governments: (1) continue to receive the existing cable services and reduce franchise fee revenue by the “rate card” value of those services; (2) discontinue all the services and continue receiving franchise fees at their current level; or (3) terminate the service to certain buildings and reduce franchise fees by the value of the reduced service. These options are reflected in Section 7.1 of the Agreement. Comcast must notify the Township regarding the amount of the monthly fee for each facility. The Township will then have 30 days to notify Comcast of its decision to opt for either (1), (2), or (3) above with respect to each facility.

Please note that the FCC Order is being challenged in court by many municipalities and local government associations around the country. These appeals have been consolidated in the Sixth Circuit Court of Appeals and are currently being briefed. The Agreement states that, if the Order is reversed on final appeal, then Comcast will discontinue any charge for such cable services and will thereafter provide such services to public buildings on a complimentary basis.

9. Liquidated Damages for Violations (Section 8.2)

Once Comcast has agreed to the obligations described in this executive summary and the other obligations contained in the Agreement, it is critical for the Township to be able to enforce these obligations. Section 8.2 of the Agreement allows for monetary fines, also known as “liquidated damages,” in the amount of \$250 per day for each violation of the Agreement. The Township may assess such monetary fines after providing Comcast with written notice and allowing Comcast forty-five (45) days to correct the violation, unless the nature of the violation is such that it cannot be cured within forty-five (45) days, in which case the cure period may be extended. Liquidated damages may be assessed for 120 days, after which the Township may commence revocation proceedings or initiate a lawsuit.

10. Performance Bond (Section 8.4)

Comcast also agreed to obtain and maintain a performance bond running to the Township in the amount of \$25,000 during the franchise term. The performance bond will help to ensure Comcast’s faithful performance of its obligations under the Agreement, including any recovery of liquidated or compensatory damages.

11. Length of Franchise Term (Section 2.2)

¹ For those municipalities that assess a franchise fee percentage that is lower than 5%, they may receive free cable services for public facilities, provided the services have a fair market value that, combined with franchise fee revenue, is less than 5% of gross revenues.

Due to the fact that cable technology is constantly changing and we cannot predict the state of this technology in the future, we recommend the shortest possible length of term for the Agreement. For Comcast, this is 10 years. We know from our extensive dealings with Comcast over the past 22 years that this is a policy position from which Comcast will not deviate.

12. Competitive Equity Provision (Section 2.6)

Pursuant to the 1992 Cable Television Consumer Protection and Competition Act, cable franchise agreements may not be exclusive. The Township may award more than one franchise to different cable operators. In large part due to the emergence of Verizon as a competitor in the cable industry, Comcast insisted upon including a competitive equity provision, also known as “level playing field” provision, in the Agreement. These provisions relate to the prospect of another cable operator providing cable services in the Township in the future.

The competitive equity provision negotiated with Comcast states that, if the Township grants another cable franchise and the material terms of the new franchise agreement, when taken as a whole, are more favorable to the competitor than the terms in this Agreement are to Comcast, then Comcast may request an amendment to this Agreement to include such favorable terms. Only if the Township agrees with Comcast that there is a lack of competitive equity will the Township and Comcast enter into discussions to amend the Agreement. This provision keeps control with the Township and assesses the Agreement in the aggregate rather than on an issue-by-issue basis. In our experience, an issue-by-issue analysis can be misleading by focusing on singular issues in a vacuum without taking into account the totality of the negotiations.

This concludes the executive summary of the major items contained in the Agreement. There are many other provisions in the Agreement, but we have highlighted the major items. Thank you for your cooperation in this effort. Should you have any questions or concerns regarding this matter, please do not hesitate to contact me directly.

Sincerely yours,

Phillip M. Fraga

Phillip M. Fraga

CABLE FRANCHISE AGREEMENT

BETWEEN

NEW BRITAIN TOWNSHIP

AND

COMCAST OF SOUTHEAST PENNSYLVANIA, LLC

With assistance from:

Cohen Law Group
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Pittsburgh, PA 15238
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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is by and between New Britain Township, a municipality located in Bucks County, Pennsylvania (hereinafter referred to as the “Township” and “Comcast of Southeast Pennsylvania, LLC” (hereinafter referred to as “Comcast”).

WHEREAS, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission (“FCC”) and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Township’s jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the Township by virtue of a cable franchise agreement dated March 24, 2008 and

WHEREAS, Comcast has requested that the Township renew Comcast’s franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Township’s residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast’s use of the Township’s public rights-of-ways as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, provide legal protections for the Township’s and meet the current and future cable-related needs of its residents; and

WHEREAS, the Township held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the Township’s future cable-related community needs; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast’s franchise according to the terms and conditions contained herein;

WHEREAS, the Township has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Township;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Township and Comcast agree as follows:

SECTION 1
DEFINITIONS

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any persons(s) or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Southeast Pennsylvania, LLC but does not include Affiliated Entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Service or Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System or System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Township but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; (5) any facilities of any electric utility used solely for operating its electric utility systems;

(f) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(g) Complaint - Any written (including electronic) communication by a Subscriber expressing dissatisfaction with Comcast's operation of its Cable System that is within Comcast's

control and requires a corrective measure on the part of Comcast or its contractors or subcontractors.

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(j) Educational and Governmental (EG) Channel - An access channel that consists of local, educational and/or governmental programming.

(k) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable system in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(l) FCC - Federal Communications Commission.

(m) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; public health emergencies; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; extraordinary make ready costs; partial or entire failure of utilities or other event that is reasonably beyond Comcast's ability to anticipate or control.

(n) Franchise - The authorization granted by the Township to construct, operate and maintain a Cable System within the corporate limits of the Township as embodied in the terms and conditions of this Agreement.

(o) Franchise Fee - The fee that Comcast remits to the Township pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(p) Gross Revenues - All revenue received by Comcast or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Comcast's Cable System in the Township to provide Cable Services, as calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenues shall include, but are not limited to the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;

- (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (7) revenue from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service.
- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls pertaining to Cable Service;
- (11) inside wire maintenance fees for Cable Service;
- (12) service plan protection fees for Cable Service;
- (13) convenience fees;
- (14) early termination fees on Cable Service;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (17) rental or sales of any and all equipment, including converters and remote control devices;
- (18) advertising revenues attributable to the local Cable System and Cable Services;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) broadcast retransmission fees;
- (21) regional sports fee;
- (22) late payment fees on Cable Service;
- (23) billing and collection fees on Cable Service;
- (24) NSF check charges; and
- (25) Franchise Fees.

Gross Revenue shall not include refundable deposits, investment income, programming launch support payments, nor any taxes, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected. In the event of any dispute over the classification of revenue, the Township and Comcast agree that reference should be made to generally accepted accounting principles (“GAAP”) as promulgated and defined by the Financial Accounting Standards Board (“FASB”).

(q) Leased Access or Commercial Access Channel - Any channel on Comcast’s Cable System designated for use by any entity that is unaffiliated with Comcast pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(r) Multiple Dwelling Units or MDU’s - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(s) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(t) Normal Operating Conditions - Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

(u) Outlet - An interior receptacle that connects a television set to the Cable System.

(v) Public Buildings - shall mean the Township Building, police stations, fire companies, public works buildings, and water and sewer authorities. Public Buildings shall not include buildings owned by the Township but leased to third parties, or buildings, such as storage facilities, at which government employees are not regularly stationed, or to facilities used by a private service provider, such as a private ambulance company.

(w) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Township.

(x) Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(y) Service Interruption - The loss of picture or sound on all Cable Service channels.

(z) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.

SECTION 2 **GRANT OF FRANCHISE**

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Township hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the Township hereby grants to Comcast the authority to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Township has a sufficient easement or right-of-way. Nothing

herein shall preclude Comcast from offering any other service over the Cable System as may be lawfully allowed.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the date when fully executed by both parties, unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 REPRESENTATIONS AND WARRANTIES

(a) Comcast represents, warrants and acknowledges that, as of the Effective Date:

(1) Comcast is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;

(2) Comcast has the requisite approval from the applicable federal and state agencies;

(3) There is no action or proceeding pending or threatened against Comcast which would interfere with its performance or its ability to perform the requirements of this Agreement;

(4) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

2.4 NON-EXCLUSIVITY

This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the Township to grant other Franchises to construct, operate or maintain a Cable System.

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolutions of the Township. Without waiving any of its rights, the Township agrees that, to the extent any term of this Agreement is inconsistent with the terms of any Township cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

2.6 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the Township reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the Township.

(b) The Franchise granted to Comcast is non-exclusive; however, if the Township grants a subsequent franchise or other authorization to provide similar wired video services, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent provider than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Township and Comcast shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service or other authorization to provide similar wired video services is submitted to the Township proposing to serve Subscribers within the Township, then the Township shall notify Comcast in writing of the submission of the application.

SECTION 3

SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the Township where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the generally applicable laws, ordinances and construction standards of the Township.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Comcast shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System beyond that which exists on the Effective Date into all areas within the Township, unserved by another wireline video provider, where there is a minimum of twenty-five (25) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the main distribution line from which a usable Cable Service signal can be obtained. For purposes of this section, a home shall only be counted as a “dwelling unit” if such home is within two hundred seventy-five (275) feet of the

nearest distribution pole line within the public right of way. Upon written request from the Township, Comcast shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Township of the survey results and applicable costs to extend Service to the area. In those areas meeting the minimum density standard, Comcast shall commence construction within ninety (90) days after all necessary permits and pole attachment licenses are obtained. Subject to Force Majeure, Comcast will make best efforts to complete the construction of said extension within six (6) months from the issuance of all necessary permits and pole attachment licenses. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities, weather permitting.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet or that requires an underground installation, Comcast shall extend the Cable Service if the Subscriber pays Comcast the actual cost of installation from its main distribution system with such cost being only the incremental portion beyond one hundred twenty-five (125) feet for aerial installations.

(c) The Township has the authority to require Comcast to place wires and/or equipment underground, provided that the Township imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the Township where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

(d) In the event that public or private funds are made available to pay for such underground projects, Comcast shall be included by the Township for such funds. In the event that Comcast is required to place existing aerial plant underground, Comcast reserves its right to pass any remaining costs in excess of any such available public or private funds through to Subscribers if and to the extent allowed by applicable law.

3.3 CABLE SYSTEM SPECIFICATIONS

(a) Comcast has designed, constructed, and shall maintain a Cable System that has been built for digital television standards.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

3.4 SYSTEM TESTS

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a compliance review under Section 5.2 herein, Comcast, upon written request by the Township, shall perform applicable tests to determine compliance with FCC technical standards. Comcast shall provide a report to the Township within thirty (30) days of completion of a Township-requested test that describes the results of the test. If any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.

(b) Upon sixty (60) days' written request to Comcast, the Township may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The Township reserves the right, upon at least sixty (60) days' written notice to Comcast, to conduct a technical audit of the Cable System.

3.5 EMERGENCY ALERT SYSTEM

Comcast shall comply with the Emergency Alert System requirements of the FCC.

3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Comcast shall comply with all applicable federal regulations, including the Communications Act, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities.

3.7 SERVICE TO MULTIPLE DWELLING UNITS ("MDU's")

Comcast and the Township hereto acknowledge and agree that installation and provision of Cable Service to MDU's are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations and applicable Pennsylvania law.

3.8 REPAIRS AND RESTORATION

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within twenty (20) business days of the completion of the disturbance, weather permitting. Upon failure of Comcast to comply within the time specified and the Township having notified Comcast in writing of the restoration and repairs required, the Township may cause

proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Township.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any public property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

(c) Comcast's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Township or any public utility serving the Township.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the Commonwealth may establish in the future. Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Township, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.9 SERVICE AREA MAPS

Upon thirty (30) days written request, Comcast shall permit the Township to view a complete set of Comcast service area strand maps of the Township on which shall be shown those areas in which facilities exist and the location of streets. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Such viewing by Township officials shall be at a mutually agreed time and location. Should the Township wish to obtain such strand maps of the Township for its exclusive use, Comcast shall provide such maps within thirty (30) days of a written request, but no more than once annually and

only after the Township and Comcast have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to Section 5.1 of this Agreement.

3.10 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the Township, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Township or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity utilizing the Public Rights of Way including with respect to potential reimbursement of costs.

3.11 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the Township, it shall be necessary, in the reasonable judgment of the Township or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Township shall have the right to do so without cost or liability, provided that, wherever possible, the Township shall give Comcast notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

3.12 TREE TRIMMING

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the Township for permission, with the exception of Emergency situations as defined in Section 1(k), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the Township.

3.13 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by applicable federal and state law and regulations.

3.14 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with Basic Service including, but not limited to: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; b) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with applicable FCC technical specifications.

3.15 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

3.16 CONTINUITY OF SERVICE

Subscribers shall continue to receive Cable Service from Comcast provided their financial and other obligations to Comcast are honored. Subject to Force Majeure provisions in Section 9.1, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

SECTION 4 **SUBSCRIBER SERVICE STANDARDS**

4.1 TELEPHONE AVAILABILITY

(a) Comcast shall provide and maintain a toll-free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(c) Comcast will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. If the Township determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the Township shall notify Comcast in writing that it must measure its compliance with these requirements for the next three months and report to the Township the results of such monthly average measurements.

4.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast or Xfinity logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Comcast shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Comcast may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

4.3 NOTICES

(a) In accordance with applicable federal law, Comcast shall provide written information to each Subscriber upon initial subscription, and at least annually to Subscribers and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and Subscriber complaint procedures;
- (7) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the Township in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Township on the transaction between Comcast and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer.

(c) The written notices required by this section may be provided electronically and by any other reasonable means through which notifications are provided to customers.

4.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, and shall include all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) The Township hereby requests that Comcast omit the Township's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

4.5 SUBSCRIBER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

(a) Comcast shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall

include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the Township is contacted directly about a Subscriber Complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, Comcast shall respond in writing within the time period specified in Section 4.5(a).

(c) Any Subscriber who, in good faith, timely disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges;

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute; and

(4) It shall be within Comcast's sole discretion to determine when the dispute has been resolved.

(d) In accordance with applicable law, Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

4.6 DISCONNECTION

Comcast may disconnect or terminate a Subscriber's service for cause:

(a) If at least twenty (20) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Comcast has provided at least ten (10) days' notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Comcast regarding the bill; or

(d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or service, is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

4.7 SERVICE INTERRUPTIONS

(a) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the Subscriber.

(b) Excluding conditions beyond its control and in the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of a written or credible oral request, Comcast shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

4.8 PRIVACY

Comcast shall comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. Comcast shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

SECTION 5 **REGULATION BY THE TOWNSHIP**

5.1 RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION

(a) The Township shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 9.3, all documents, records and other pertinent information maintained by Comcast which relate to the terms and conditions of this Agreement for the purpose of verifying compliance with the terms and conditions of this Agreement and applicable law.

(b) In addition, Comcast shall maintain for inspection by the public and the Township all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Township or its designated representatives shall be treated as confidential by the Township so long as it is permitted to do so under applicable law. Representatives and/or agents of the Township may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality

subject to review by the Township. The Township and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Township employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Township acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the Township shall timely notify Comcast of such request and shall cooperate with Comcast in protecting its proprietary and confidential information to the extent permitted by applicable law. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

Not more than twice during the term of this Agreement, the Township or its representatives may conduct a full compliance review with respect to whether Comcast has complied with the material terms and conditions of this Agreement so long as it provides Comcast with thirty (30) days written notice in advance of the commencement of any such review. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Comcast may organize the necessary records and documents for appropriate review by the Township. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of records and documents related to the cable compliance review. The period for any such review shall be for not more than the sixty (60) months immediately previous to the notice. The Township shall promptly inform Comcast in accordance with Section 8.1 of any alleged non-compliance issues that result from the compliance review.

5.3 RESERVED AUTHORITY

The Township reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Township's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

5.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the Township to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the Township's exercise of the police power results in a material alteration of the terms and conditions of this Agreement, then the parties shall negotiate amendments in good faith to this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on Comcast of the material alteration.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the Township to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

5.6 PERMITS

Comcast shall apply to the Township for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Township. Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

5.7 REPORTING

In addition to the other reporting requirements contained in this Agreement, upon written request, Comcast shall provide the following reports to the Township:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request and no more than once per year, Comcast shall submit to the Township a report showing the number of Complaints, as defined in Section 1(g), that required a service call, originating from the Township and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition, and upon written request, Comcast shall provide a report containing at least the following statistical information for the previous 12-month period:

- (1) Number of repair service requests received;
- (2) Breakdown by type of complaint received (i.e. complete outage, snowy picture, etc.);
- (3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);
- (4) Number of known service interruptions in excess of 30 minutes and the approximate length of time of each such interruption

(b) Government Reports

Comcast shall provide to the Township, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has

submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the Township. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 6

COMPENSATION TO THE TOWNSHIP

6.1 FRANCHISE FEES

Comcast shall pay to the Township an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Township. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability, unless required by law. The Township may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the Township shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the Township under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each of the first three calendar quarters and sixty (60) days after the fourth calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and March 1 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Township. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the Township.

6.3 QUARTERLY REPORTS

Within ten (10) days of each Franchise Fee payment described in Section 6.2 above, Comcast shall provide a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

6.4 FRANCHISE FEE REVIEW

Not more than twice during the franchise term, the Township shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such Franchise Fee review or audit shall occur within sixty (60) months from the date the Township receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of financial records related to the Franchise Fee review or audit.

(a) In the event of an alleged underpayment, the Township shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the Township shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review is closed. Comcast shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Township with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange of information, the Township shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the Township's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the Township's written notice of determination. In the event that Comcast fails to submit the matter to mediation or arbitration within the required time period, the Township's final determination shall be binding on Comcast.

(b) Any Franchise Fee payment due to the Township as a result of the Franchise Fee review shall be paid to the Township by Comcast within forty-five (45) days from the date the Township notifies Comcast of its final determination, or if the matter is submitted to mediation or litigation, within forty-five (45) days from the final disposition of such action. If the Franchise Fee review shows that Franchise Fees have been underpaid, then Comcast shall pay the underpaid amount plus interest from the due date equal to the then-current prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to three thousand dollars (\$3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the Township that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

6.5 BUNDLED SERVICES

All revenue earned from bundled services shall be allocated to Cable Service and non-Cable Service in accordance with generally accepted accounting principles (GAAP). It is understood that in some cases equipment and other non-service charges may be allocated at full retail price due to requirements related to sales taxes or similar tax requirements. To the extent such allocations are discretionary or otherwise not addressed by GAAP, allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to cable services.

SECTION 7
SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Comcast shall provide a cable service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. In accordance with applicable law, Comcast will charge the fair market value for each such account, which fair market value shall match the then-current rate card for the level of service provided. Comcast shall notify the Township in writing regarding the amount of the monthly service fee for each account based on fair market value. The Township shall then notify Comcast, within thirty (30) days of receiving the notice from Comcast, whether it wishes the amount due each month to be invoiced for payment or deducted from the next franchise fee payment. The Township may upgrade the level of cable service received at then current rate card prices for the higher level of service. The Township may also elect in writing not to receive the service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

(b) In the event the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act is reversed on appeal as to the issue of complimentary cable services as in-kind contributions in a cable franchise and such result becomes final within thirty (30) days of the result becoming final, Comcast will discontinue the charge for Basic Service for the Public Building locations listed in Exhibit A and provide such service on a complimentary basis. Any additional levels of cable service, outlets, or service locations ordered by the Township shall continue to be subject to standard rates.

(c) During the term of the Franchise, the Township may change a Public Building location listed in Exhibit A upon 90-days written notice to Comcast, provided that the new location is within 125 feet of existing Comcast cable distribution plant.

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Comcast shall continue to make available the use of one (1) Educational (Central Bucks School District) and Governmental (New Britain Township) Access Channel ("EG") in accordance with Section 611 of the Cable Act. Such EG Channel shall be used for community programming related to educational and/or governmental activities. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channels, and may delegate such functions, or a portion of such functions, to a designated access provider. Comcast shall not exercise any editorial control over EG Channel programming. Comcast shall cablecast the activated EG Channels so that they may be received by all Comcast Subscribers in the Township.

(b) To enable the Township and School District to continue to utilize the EG Channel, Comcast shall continue to maintain direct fiber links, including activation equipment capable of transmitting high quality video and audio between the video origination location and the Comcast headend such that live programming can originate from locations identified in Exhibit B and be distributed via the Cable System to Subscribers in the Township. This fiber link and equipment

shall be collectively known as the "Return Line." Comcast shall determine the engineering solution necessary to allow distribution of the EG Channel programming, via the Cable System, to Subscribers in the Township.

(c) Comcast shall be responsible for maintaining the Return Lines to the origination sites of the EG Channel so long as the Township provides Comcast with access to such locations and access to the E Channel equipment within such locations. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the EG Channel in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any E channel programmer.

(d) Any expenditure made in connection with the construction of the Return Lines shall be at the expense of the Township or designee. The Township and Comcast further agree that all costs incurred by Comcast for supporting such EG Channel, including any and all equipment, and E capital support grants may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(e) The Township or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channel. The Township and Comcast agree to work cooperatively in implementing the E channel through such means and in such manner as shall be mutually satisfactory.

(f) Within one hundred eighty (180) days of a written request by the Township, Comcast shall, at the Township's or designee expense, relocate the EG origination site and the associated Return Line as follows: (i) Comcast's obligation shall be subject to the same terms and conditions that apply to the original E origination site in this Section; and (ii) the Township shall provide access to such site at least ninety (90) days prior to anticipated use of the new EG origination site. The timeline for relocation of the EG origination site shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities.

(g) In the event the Township or its designee does not program any EG Channel, Comcast may request the use of this channel subject to written approval by Township. If the Township approves Comcast's use of an EG Channel and, subsequent to such approval, the Township requests the utilization of the EG Channel being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the Township that it requires such channel for educational and/or governmental use.

(i) Comcast shall use its best efforts to maintain the channel assignments for the current EG Channel(s) as of the Effective Date. Notwithstanding the foregoing, in the event that

Comcast deems a change in any EG Channel assignment to be necessary and changes any channel assignment in accordance with this Section, Comcast shall provide the Township thirty (30) days advance written notice of any change in EG Channel assignments.

(h) Subject to the procedures related to the determination and recovery of fair market value of this service referenced in Section 7.1, Comcast shall provide at each E origination site one complimentary cable drop and digital basic service package (or equivalent), plus any other tier of service that includes E Channels, including converter box, digital adapter, and other end user equipment, for purposes of monitoring the E programming content transmitted over the Cable System.

7.3 EG CAPITAL GRANT

Comcast shall provide the Township with a one-time EG capital grant to be used in support of the production of local Education and/or Government Channel programming. The EG capital grant shall be in the amount of eleven thousand five hundred (\$11,500) dollars. Such grant shall be paid within ninety (90) days of the Effective Date and upon written request of the Township. Pursuant to federal law, such capital grant shall not be offset against Franchise Fees remitted or due to the Township. Comcast and the Township agree that the cost of such grant may be designated as a “cost of franchise requirements” or “external cost” as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers.

SECTION 8 ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Township has reason to believe that Comcast violated any material provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. The person providing such notice shall do so pursuant to the requisite authority of the Township.

(b) Comcast shall have forty-five (45) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within forty-five (45) days, the period of time in which Comcast must cure the violation shall be extended by the Township in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is taking reasonable steps to complete the cure in the reasonable judgment of the Township.

(c) If the violation has not been cured within the time period allowed under Section 8.1(b) and, in the Township’s judgment, Comcast has not taken reasonable steps to cure the violation, then the Township may deem that Comcast is liable for liquidated damages in accordance with this Section 8.

8.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with the material terms of this Agreement may result in harm to the Township and because it will be difficult to measure the extent of such injury, the Township may assess liquidated damages against Comcast in the amount of Two Hundred and Fifty (\$250.00) Dollars per day for each day the violation continues, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Comcast, but shall be in addition to such specific performance.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Township. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The Township may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages. With respect to liquidated damages assessed, all similar violations or failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

8.3 REVOCAION

(a) In addition to the other rights, powers and remedies retained by the Township under this Agreement, the Township reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Township in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Township Council after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All notice requirements shall

be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Township, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The Township shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Comcast. If Comcast appeals such determination to an appropriate court, the revocation shall be stayed.

8.4 PERFORMANCE BOND

(a) Comcast shall obtain and maintain, throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the Commonwealth of Pennsylvania to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the Township may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Township for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2.

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars (\$25,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the Township.

8.5 INSURANCE

(a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the Township from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles shall be One Million Dollars (\$1,000,000) combined single limit per occurrence.

(b) The Township, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the Township verifying that Comcast has obtained such alternative insurance. Comcast shall provide the Township with at least thirty (30) days prior written notice in the event the policies are cancelled or not renewed.

(d) Comcast shall deliver to the Township Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the Township.

8.6 INDEMNIFICATION

Comcast shall indemnify, defend, save and hold harmless the Township, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees, arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System. The Township shall give Comcast timely written notice of its obligation to indemnify and defend the Township. The obligation to indemnify, defend, save and hold the Township harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the Township determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the Township. Comcast shall not indemnify the Township for any claims resulting from acts of willful misconduct or negligence on the part of the Township.

SECTION 9 **MISCELLANEOUS**

9.1 FORCE MAJEURE

If for any reason of Force Majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. Upon written (including electronic) request by the Township, Comcast shall inform the Township within thirty (30) days of receipt of the request whether or not Comcast has determined that a condition of Force Majeure exists.

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall reasonably restore the areas to

their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Township or property owner may deem any property not removed as having been abandoned and the Township may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the Township written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon Comcast's abandonment of the Cable System, the Township shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the reasonable costs related thereto.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

9.3 NOTICES

Every notice or payment to be served upon or made to the Township shall be either by hand delivery or first-class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Attention: Township Manager
Township Office
207 Park Avenue
Chalfont, PA 18914

The Township may specify any change of address in writing to Comcast. Every notice to be served upon or made to Comcast shall be either by hand delivery or first-class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Comcast of Southeast Pennsylvania, LLC
55 Industrial Drive
Ivyland, PA 18974
Attention: Government Affairs Department

With copies to:

One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attention: Legal Department/Franchise

AND

Comcast
Northeast Division
676 Island Pond Road
Manchester, NH 03109
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the Township. Each delivery to Comcast or the Township shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

9.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, Montgomery County or in the United States District Court for the Eastern District of Pennsylvania.

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release fifty-one percent (51%) or more of its direct ownership in the Cable System without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.

(e) Comcast shall make written application to the Township of any transfer, assignment or change in control as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Township shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The Township shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the Township for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Township and Comcast. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, agreements, representations or understandings, whether written or oral, of the parties regarding the subject matter hereof that are in conflict with the provisions herein.

9.9 SEPARABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be separable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

9.10 NO WAIVER OF RIGHTS

No course of dealing between the Township and Comcast, nor any delay on the part of the Township in exercising any rights hereunder, shall operate as a waiver of any such rights of the Township or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the Township.

No course of dealing between Comcast and the Township, nor any delay on the part of Comcast in exercising any rights hereunder, shall operate as a waiver of any such rights of Comcast or acquiescence in the actions of the Township in contravention of such rights, except to the extent expressly waived by Comcast.

9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Township or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Township and Comcast shall amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Township and Comcast.

9.12 COMPLIANCE WITH LAWS

Comcast shall comply with all federal, state and generally applicable local laws and regulations.

9.13 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

9.14 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the Township and their respective successors and assigns. This Agreement is authorized by Ordinance No. _____ dated _____, 2020 of the Township.

WITNESS our hands and official seals to this Cable Franchise Agreement.

NEW BRITAIN TOWNSHIP

By: _____

Name: _____

Title: _____

Date: _____

COMCAST OF SOUTHEAST PENNSYLVANIA, LLC

By: _____

Name: James Samaha

Title: Senior Vice President – Freedom Region

Date: _____

EXHIBIT A - LOCATIONS FOR COURTESY CABLE TELEVISION SERVICE

The Township will provide an updated address list of locations pursuant to Section 7.1.

EXHIBIT B - EXISTING REMOTE ORIGINATION POINT(S)

Education Access Channel
Central Bucks School District
Central Bucks South High School
1100 Folly Road
Warrington, PA 18976

Government Access Channel
Township Administration Building
207 Park Avenue
Chalfont, PA 18914



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

September 10, 2020

File No. 20-05067

Eileen Bradley, Township Manager
New Britain Township
207 Park Avenue
Chalfont, PA 18914

Reference: 16 and 28 Ferry Road, S.R. 1006, Preliminary/Final Lot Line Change Review 2
TMP #s 26-011-098, 26-011-099, & 26-011-100

Dear Eileen:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the Preliminary/Final submission for the above-referenced project. We offer the following comments for consideration by New Britain Township:

I. Submission

- A. Lot Line Change Plan, prepared by Cavanaugh's Surveying Services for 16 Ferry Road, dated January 16, 2020, last revised August 10, 2020, consisting of 2 sheets.
- B. Subdivision and Land Development Waiver Request Letter from Eastburn and Gray, PC dated September 8, 2020.

II. General Information

The Applicants, Eugene G. & Marjorie Hamilton (TMP #s 26-011-098 & 26-011-099, 28 Ferry Road) and Jeffrey A. & Gail L. Harris (TMP # 26-011-100, 16 Ferry Road) propose a lot line change within the WS – Watershed District. Both TMP #s 26-011-098 and 26-011-100 contain a single-family dwelling where TMP # 26-011-099 is primarily wooded and contains no structures. The middle parcel is proposed to be divided in half and conveyed to each lot. Approximately 0.62 acres will be conveyed to each existing property to yield a 1.857- gross acre lot for TMP #26-011-098 and a 1.786-gross acre lot for TMP # 26-011-100.

III. Review Comments

A. Zoning Ordinance

We have identified the following issues with the proposed plan in regards to the requirements and provisions of the current New Britain Township Zoning Ordinance:

- 1. §27-502.b.3 – Though it was revised on Sheet 1, the Zoning Data on Sheet 2 of 2 shall be revised to state that the maximum impervious surface for each lot per the Ordinance is 8%.

65 East Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606

2. §27-502.b.3 & 2401.c – All natural resource protection land shall be protected on each lot with a conservation easement in accordance with §27-505 and §27-2400 of this Chapter.
3. §27-505 & 2400 – The plans shall identify the natural resources onsite such as woodlands, agricultural soils, steep slopes, etc. Soil information shall be provided on the plan in accordance with the Bucks County Soil Survey. Also, the Land Use Capability shall be indicated for each soil type to determine if agricultural soils are present. Based on electronic mapping, there does not appear to be floodplain or wetlands onsite.
4. §27-2301 & 2303 – Regarding the standards and regulations for existing non-conformities, the existing and proposed areas for each parcel are non-conforming with respect to the minimum lot area and the dwellings on each parcel are non-conforming with respect to front yard setbacks and side yard setbacks. Further, the maximum permitted impervious surface of 8% is exceeded for TMP# 26-011-098 in the existing and proposed condition. We note that the proposed Lot Line Change will lessen the extent of the impervious surface non-conformity. The Applicant shall register all non-conformities with the Township prior to recording of the final plan. All existing/continued non-conformities shall also be marked with the asterisk added for the impervious surface non-conformity for clarification.

B. Subdivision and Land Development Ordinance

We have identified the following issues in regards to the requirements and provisions of the current New Britain Township Subdivision and Land Development Ordinance (SALDO):

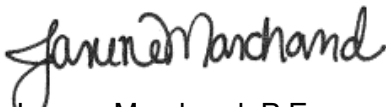
1. §22-405 – A waiver request letter has been submitted by Eastburn and Gray, PC to the Township on September 8, 2020. The requested waivers include the following:
 - a. §22-502.B.(11) – From submitting deeds or title reports for the three properties to verify no existing easements and/or restrictions have been previously placed preventing the proposal as shown.
 - b. §22-502.1.B(20) – From dedicating the required ultimate right-of-way area to the authority having jurisdiction at the time of recording, which we support.
 - c. §22-700.1, 22-705.3.A. & 22-706 – A waiver is requested from §22-700.1 which requires principles, standards, and requirements of the SALDO be applied to subdivisions and land developments. In addition, the Applicant is requesting waivers from installing public improvements required for subdivisions and land developments including curb, sidewalk and cartway width widening, and from paying the contribution in lieu of improvements, which we support.
 - d. §22-712.13.D – From contributing a stormwater maintenance fee for existing or proposed stormwater facilities based on street frontage. We support this waiver as there are no existing or proposed storm sewer.
2. §22-406.1.I. – Legal descriptions are required for all proposed easements to be included in the Easement Agreement to be prepared by the Township Solicitor.

3. §22-716 – A written certification letter from a professional land surveyor shall be provided prior to the recording of the plan indicating that the monuments have been installed per the plan.

We recommend that the plans be approved as Preliminary/Final due to the minimal impact of the proposed lot line adjustment and conditioned on the above comments from this letter being addressed to the Township's satisfaction.

If you have any questions regarding the above, please contact this office.

Sincerely,



Janene Marchand, P.E.
Project Engineer
Gilmore & Associates, Inc.

JM/sl

cc: Kelsey Harris, Zoning Officer
Mike Walsh, Executive Assistant
Peter Nelson, Esq., Grim, Biehn & Thatcher
Patrick A. Cavanaugh, P.L.S., Cavanaugh's Surveying Services
Jeffrey A. & Gail L. Harris, Applicant, 16 Ferry Road, Doylestown
Eugene G. & Marjorie Hamilton, Applicant, 28 Ferry Road, Doylestown
Craig D. Kennard, P.E., Vice President, Gilmore & Associates, Inc.



John A. VanLuvanee

60 East Court Street

P.O. Box 1389

Doylestown, PA 18901

215-345-1342

jvanluvanee@eastburngray.com

September 8, 2020

Via email: ebradley@newbritaintownship.org

Eileen Bradley, Manager

New Britain Township

207 Park Avenue

Chalfont, PA 18914

**Re: 16 and 28 Ferry Road, S.R. 1006, Lot Line Change Review 1
TMPs #26-011-098; 26-011-099; 26-011-100**

Dear Eileen:

This letter is intended to supplement my letters to you dated July 13, 2020 and July 3, 2020 by clarifying the waivers that are requested from various sections of the Subdivision and Land Development Ordinance (SALDO.) Depending on its interpretation of the applicability of certain SALDO sections to this lot line change, the Board of Supervisors may determine that some of these waivers are not necessary.

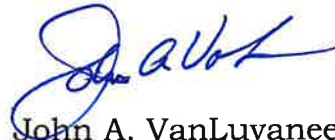
Subdivision and Land Development Waiver Requests

1. Waiver of Land Development - Without prejudice to Applicants contention that a waiver of land development is not required because no land development is proposed, Applicants request a waiver of land development. Please note that it is Applicants' position that if the requested waiver of land development is granted, zoning comments 2 and 3 in the Gilmore & Associates review letter dated July 8, 2020 are resolved because the cited ordinance requirement are not applicable if no land development is proposed.
2. §22-500.3 - This letter is submitted in accordance with 512.1 of the MPC to identify requested SALDO waivers
3. §22-502.B.(11) - Without prejudice to Applicants' contention that this section that requires submission of deeds or title reports to verify no existing easements and/or restrictions have been previously placed

preventing the proposal as shown, applicant requests a waiver of this requirement is requested.

4. 22-502.1.B (20) - In the event the requested waiver of land development is granted, there is no basis upon which the dedication of ultimate rights-of-way could be requested. In the alternative, Applicants request a waiver of the requirement for dedication of additional right-of-way and a waiver of the requirement that a note be added to the plan offering the ultimate right-of-way for dedication.
5. §22-705.3.A. & 22-706 - Applicants request a waiver from any requirement to widen and improve Ferry Road. This waiver is requested from Sections 22-700.1, 22-705.3.A and 22-706. This waiver request is without prejudice to Applicants' position as set forth in the July 13, 2020 letter that the road widening standards are not applicable to a lot line adjustment plan.
6. §22-712.13.D - Applicants request a waiver of any stormwater maintenance fee because no stormwater facilities exist or are proposed. This request is without prejudice to Applicants' position that Section 22-712.13.D. is not applicable because no additional impervious surfaces are created, no earth disturbance is required and no stormwater management facilities are proposed.

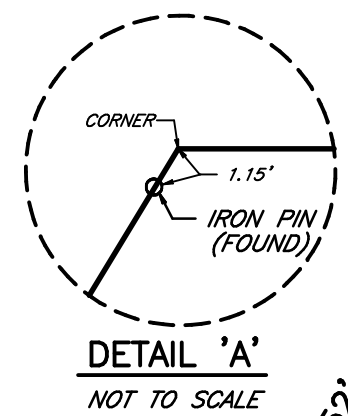
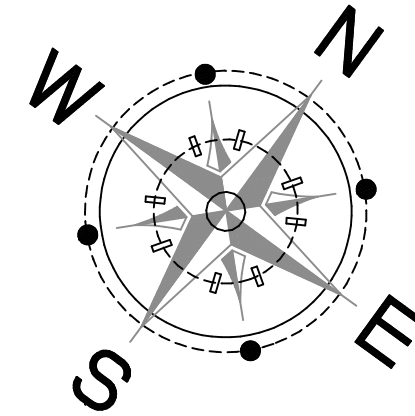
Very truly yours,



John A. VanLuvanee

JAV/eah

cc: Peter Nelson, Esquire
Janene Marchand, P.E.
Kelsey Harris, Zoning Officer
Thomas F.J. MacAniff, Esquire
Mr. and Mrs. Eugene Hamilton
Mr. and Mrs. Jeffrey Harris



T.P. 26-011-102
N/F MARK & MARGE WOCTON
BARB

REBAR
W/CAP
(SET)

T.P. 26-011-101
N/F GREGG S. DIANE
RUDINSKI

T.P. 26-011-021
N/F ANTHONY E. LEFORE

T.P. 26-011-032
N/F MICHAEL J. SHERIDAN &
HELE M. TONERSHERIDAN

T.P. 26-011-033
N/F WALTER J. & CAROL W.
LAFORET

PENNSYLVANIA ONE CALL SYSTEM, INC.
888 Truitt Run Road
West Mifflin, Pennsylvania
15122 - 1078



BEFORE YOU DIG ANYWHERE IN
PENNSYLVANIA CALL 1-800-242-1776
NON-MEMBERS MUST BE CONTACTED DIRECTLY
PA LAW REQUIRES THREE WORKING DAYS
NOTICE TO UTILITIES BEFORE YOU EXCAVATE,
DRILL, BLAST OR DEMOLISH

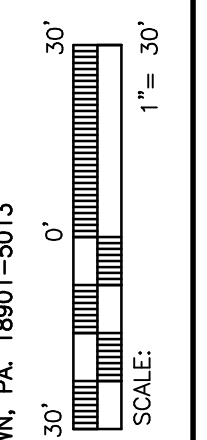
**SHEET
2 OF 2**

1.	REVISED PER JOHN A. VANLAWEE LETTER 8-10-20	REVISION	TOTAL AREA: AS SHOWN
SCALE: 1" = 30'		DATE: JANUARY 16, 2020	PROJECT NO.: 2019-12017

GENERAL NOTES:

1. THE BOUNDARY AND EXISTING FEATURES AS SHOWN ARE BASED ON A FIELD SURVEY PERFORMED BY CAVANAUGH'S SURVEYING SERVICES ON DECEMBER 19, 2019.
2. DESIGNATIONS OF EXISTING UNDERGROUND UTILITIES/FACILITIES SHOWN HEREON HAVE BEEN DEVELOPED FROM RECORDS, FIELD MARKOUTS BY UTILITY OWNERS, AND/OR ABOVE GROUND OBSERVATION OF THE SITE. NO EXCAVATIONS WERE PERFORMED IN PREPARATION OF THESE DRAWINGS; THEREFORE ALL UTILITIES SHOWN SHOULD BE CONSIDERED APPROXIMATE IN LOCATION, DEPTH, AND SIZE. THE POTENTIAL EXISTS FOR OTHER UNDERGROUND UTILITIES/FACILITIES TO BE PRESENT WHICH ARE NOT SHOWN ON THESE DRAWINGS. ONLY THE VISIBLE LOCATIONS OF UNDERGROUND UTILITIES/FACILITIES AT THE TIME OF FIELD SURVEY SHALL BE CONSIDERED TRUE AND ACCURATE. COMPLETENESS OR ACCURACY OF UNDERGROUND UTILITIES/FACILITIES ARE NOT GUARANTEED BY CAVANAUGH'S SURVEYING SERVICES.
3. ALL CONTRACTORS WORKING ON THIS PROJECT SHALL VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES/FACILITIES PRIOR TO THE START OF WORK AND SHALL COMPLY WITH THE REQUIREMENTS OF P.L. 852, NO. 287 DECEMBER 10, 1974 AS LAST AMENDED ON OCTOBER 9, 2008, PENNSYLVANIA ACT 121.
4. VERTICAL DATUM IS NAVD 88 AND WAS ESTABLISHED BY GLOBAL POSITIONING SYSTEM (GPS) WITH OBSERVATIONS REFERENCED TO THE TOPCON TOPSURV GPS BASE STATION NETWORK.
5. HORIZONTAL DATUM IS BASED ON 1983 STATE PLANE COORDINATE SYSTEM ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEM (GPS), WITH OBSERVATIONS REFERENCED TO THE TOPCON TOPSURV GPS BASE STATION NETWORK.
6. METES AND BOUNDS AS SHOWN ARE BASED ON PA. STATE PLANE COORDINATE SYSTEM. ROTATION TO DEED MERIDIAN IS 01 DEGREE 30 MINUTES 04 SECONDS CLOCKWISE.
7. SEPTIC SYSTEM LOCATION FOR TAX PARCEL 26-011-098 BASED ON RECORD OBTAINED FROM THE BUCKS COUNTY HEALTH DEPARTMENT PROJECT NO. 26-11-98 FOR LOT 2 WILLOW BROOK, FERRY ROAD, NEW BRITAIN TWP. DATED MAY 21, 1968.

OWNERS / APPLICANTS
JEFFREY A. & GAIL L. HARRIS (T.P. 26-011-100)
16 FERRY ROAD
DOYLESTOWN, PA. 18901-5013
EUGENE G. & MARJORIE HAMILTON
(T.P. 26-011-099 & 098)
16 FERRY ROAD
DOYLESTOWN, PA. 18901-5013



TAX PARCEL 26-011-100

TOTAL AREA
50,852 S.F.
1.167 ACRES
AREA CLEAR ULTIMATE R/W
46,160 S.F.
1.060 ACRES

TAX PARCEL 26-011-099

TOTAL AREA
53,918 S.F.
1.238 ACRES
AREA CLEAR ULTIMATE R/W
49,078 S.F.
1.127 ACRES

TAX PARCEL 26-011-098

TOTAL AREA
53,918 S.F.
1.238 ACRES
AREA CLEAR ULTIMATE R/W
49,930 S.F.
1.123 ACRES

ZONING DATA:

'WS' WATERSHED DISTRICT
USE: SINGLE FAMILY DETACHED

DESCRIPTION	REQUIRED	EXISTING T.P. 26-011-100	EXISTING T.P. 26-011-099	EXISTING T.P. 26-011-098
MIN. LOT AREA	80,000 S.F.	46,160 S.F.	49,078 S.F.	49,930 S.F.
MIN. LOT WIDTH @ B.S.L.	175'	139.7'	139.7'	139.7'
MIN. FRONT YARD	100'	54.6'	100'	90.7'
MIN. SIDE YARD	30'	29.2'	30'	23.0'
MIN. REAR YARD	60'	262.2'	60'	212.7'
MAX. IMPERVIOUS SURFACE	12%	10.6%	0%	13.5%
MAX. BUILDING COVERAGE	6%	4.3%	0%	5.9%

IMPERVIOUS CALCULATIONS:

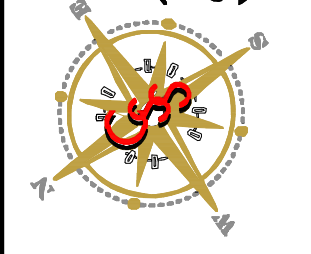
DESCRIPTION	EXISTING T.P. 26-011-100	EXISTING T.P. 26-011-099	EXISTING T.P. 26-011-098
HOUSE	1885 S.F.	0 S.F.	2352 S.F.
DECK/PORCH	675 S.F.	0 S.F.	0 S.F.
DRIVEWAY	1860 S.F.	0 S.F.	3284 S.F. (ASPHALT & STONE)
WALKS/STEPS	363 S.F.	0 S.F.	440 S.F.
SHEDS	86 S.F.	0 S.F.	535 S.F.

4869 S.F. / 46,160 S.F. = 10.6% IMPERVIOUS
1971 S.F. / 46,160 S.F. = 4.3% BUILDING COVERAGE

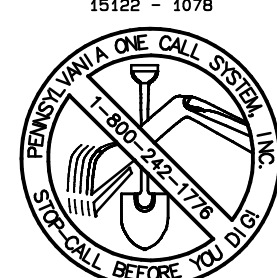
0 S.F. TOTAL
6611 S.F. TOTAL
6611 S.F. / 49,930 S.F. = 13.5% IMPERVIOUS
2887 S.F. / 49,930 S.F. = 5.9% IMPERVIOUS

RECORD PLAN (SHEET 2 OF 2)
**TAX PARCELS 26-011-100,
26-011-099 & 26-011-098**
16 FERRY ROAD
NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA

Surveying Services
PATRICK CAVANAUGH, PLS
28 EAST OAKLAND AVENUE
DOYLESTOWN, PENNSYLVANIA 18901
CELL 267-561-0473 • GSS-SURVEYOR.COM



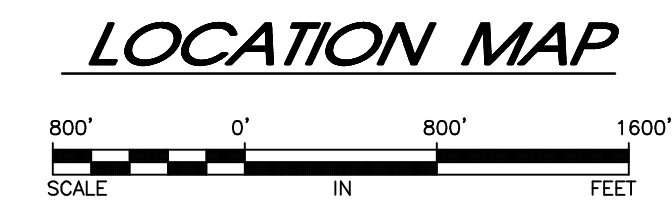
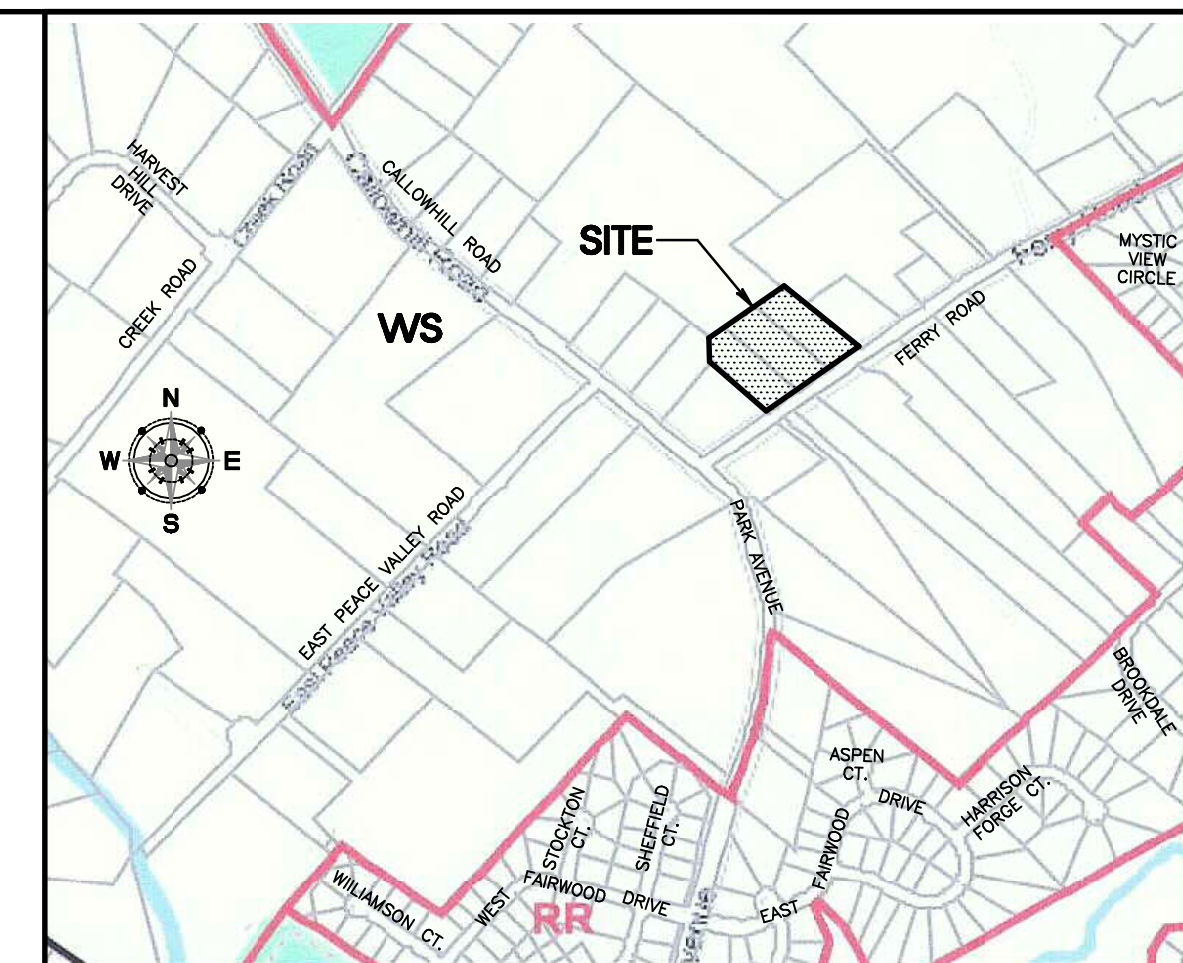
PENNSYLVANIA ONE CALL SYSTEM, INC.
888 Truitt Run Road
West Mifflin, Pennsylvania
15122 - 1078



BEFORE YOU DIG ANYWHERE IN
PENNSYLVANIA CALL 1-800-242-1776
NON-MEMBERS MUST BE CONTACTED DIRECTLY
PA LAW REQUIRES THREE WORKING DAYS
NOTICE TO UTILITIES BEFORE YOU EXCAVATE,
DRILL, BLAST OR DEMOLISH

C:\Users\l\don\Learn\SSS-Survey\Projects\Main\Project_Files\2019\2019-12017 Harris Hwy_Topo_Lot Line Change\HARRIS-FERRYRD-LOT LINE CHANGE-08-10-20.dwg

1.	REVISED PER JOHN A. VANLUWEE LETTER	8-10-20
REVISION		TOTAL AREA: AS SHOWN
SCALE: 1" = 30'		DATE: JANUARY 16, 2020
OWNER'S / APPLICANTS		PROJECT NO.: 2019-12017



GENERAL NOTES:

- THE BOUNDARY AND EXISTING FEATURES AS SHOWN ARE BASED ON A FIELD SURVEY PERFORMED BY CAVANAUGH'S SURVEYING SERVICES ON DECEMBER 19, 2019.
- DESIGNATIONS OF EXISTING UNDERGROUND UTILITIES/FACILITIES SHOWN HEREON HAVE BEEN DEVELOPED FROM RECORDS, FIELD MARKOUTS BY UTILITY OWNERS, AND/OR ABOVE GROUND OBSERVATION OF THE SITE. NO EXCAVATIONS WERE PERFORMED IN PREPARATION OF THESE DRAWINGS; THEREFORE ALL UTILITIES SHOWN SHOULD BE CONSIDERED APPROXIMATE IN LOCATION, DEPTH, AND SIZE. THE POTENTIAL EXISTS FOR OTHER UNDERGROUND UTILITIES/FACILITIES TO BE PRESENT WHICH ARE NOT SHOWN ON THESE DRAWINGS. ONLY THE VISIBLE LOCATIONS OF UNDERGROUND UTILITIES/FACILITIES AT THE TIME OF FIELD SURVEY SHALL BE CONSIDERED TRUE AND ACCURATE. COMPLETENESS OR ACCURACY OF UNDERGROUND UTILITIES/FACILITIES ARE NOT GUARANTEED BY CAVANAUGH'S SURVEYING SERVICES.
- ALL CONTRACTORS WORKING ON THIS PROJECT SHALL VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES/FACILITIES PRIOR TO THE START OF WORK AND SHALL COMPLY WITH THE REQUIREMENTS OF P.L. 852, NO. 287 DECEMBER 10, 1974 AS LAST AMENDED ON OCTOBER 9, 2008, PENNSYLVANIA ACT 121.
- VERTICAL DATUM IS NAVD 88 AND WAS ESTABLISHED BY GLOBAL POSITIONING SYSTEM (GPS) WITH OBSERVATIONS REFERENCED TO THE TOPCON TOPSURV GPS BASE STATION NETWORK.
- HORIZONTAL DATUM IS BASED ON 1983 STATE PLANE COORDINATE SYSTEM ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEM (GPS), WITH OBSERVATIONS REFERENCED TO THE TOPCON TOPSURV GPS BASE STATION NETWORK.
- METES AND BOUNDS AS SHOWN ARE BASED ON PA. STATE PLANE COORDINATE SYSTEM. ROTATION TO DEED MERIDIAN IS 01 DEGREE 30 MINUTES 04 SECONDS CLOCKWISE.
- SEPTIC SYSTEM LOCATION FOR TAX PARCEL 26-011-098 BASED ON RECORD OBTAINED FROM THE BUCKS COUNTY HEALTH DEPARTMENT PROJECT NO. 26-11-98 FOR LOT 2 WILLOW BROOK, FERRY ROAD, NEW BRITAIN TWP. DATED MAY 21, 1968.

LOT LINE CHANGE NOTES:

- PARCEL 'A' TO BECOME PART OF TAX PARCEL 26-011-098. (NOT A LOT IN SINGLE AND SEPARATE OWNERSHIP)
- PARCEL 'B' TO BE CONVEYED TO THE OWNER OF TAX PARCEL 26-011-100. (NOT A LOT IN SINGLE AND SEPARATE OWNERSHIP)
- TAX PARCEL 26-011-099 TO BE ELIMINATED AND LOT LINES TO BE REMOVED AS SHOWN ON THIS PLAN. NEW LOT LINE TO BECOME THE DIVIDING LINE BETWEEN TAX PARCEL 26-011-100 AND TAX PARCEL 26-011-098.

ZONING DATA:

'WS' WATERSHED DISTRICT
 USE: SINGLE FAMILY DETACHED

DESCRIPTION	REQUIRED	PROPOSED T.P. 26-011-100	PROPOSED T.P. 26-011-098
MIN. LOT AREA	80,000 S.F.	70,717 S.F.	73,450 S.F.
MIN. LOT WIDTH @ B.S.L.	175'	139.7'	139.7'
MIN. FRONT YARD	100'	54.6'	90.7'
MIN. SIDE YARD	30'	29.2'	23.0'
MIN. REAR YARD	60'	262.2'	212.7'
MAX. IMPERVIOUS SURFACE	8%*	6.9%	9.0%
MAX. BUILDING COVERAGE	6%	2.8%	3.9%

*EXISTING LOTS ARE NON-CONFORMING WITH RESPECT TO THIS REQUIREMENT

IMPERVIOUS CALCULATIONS:

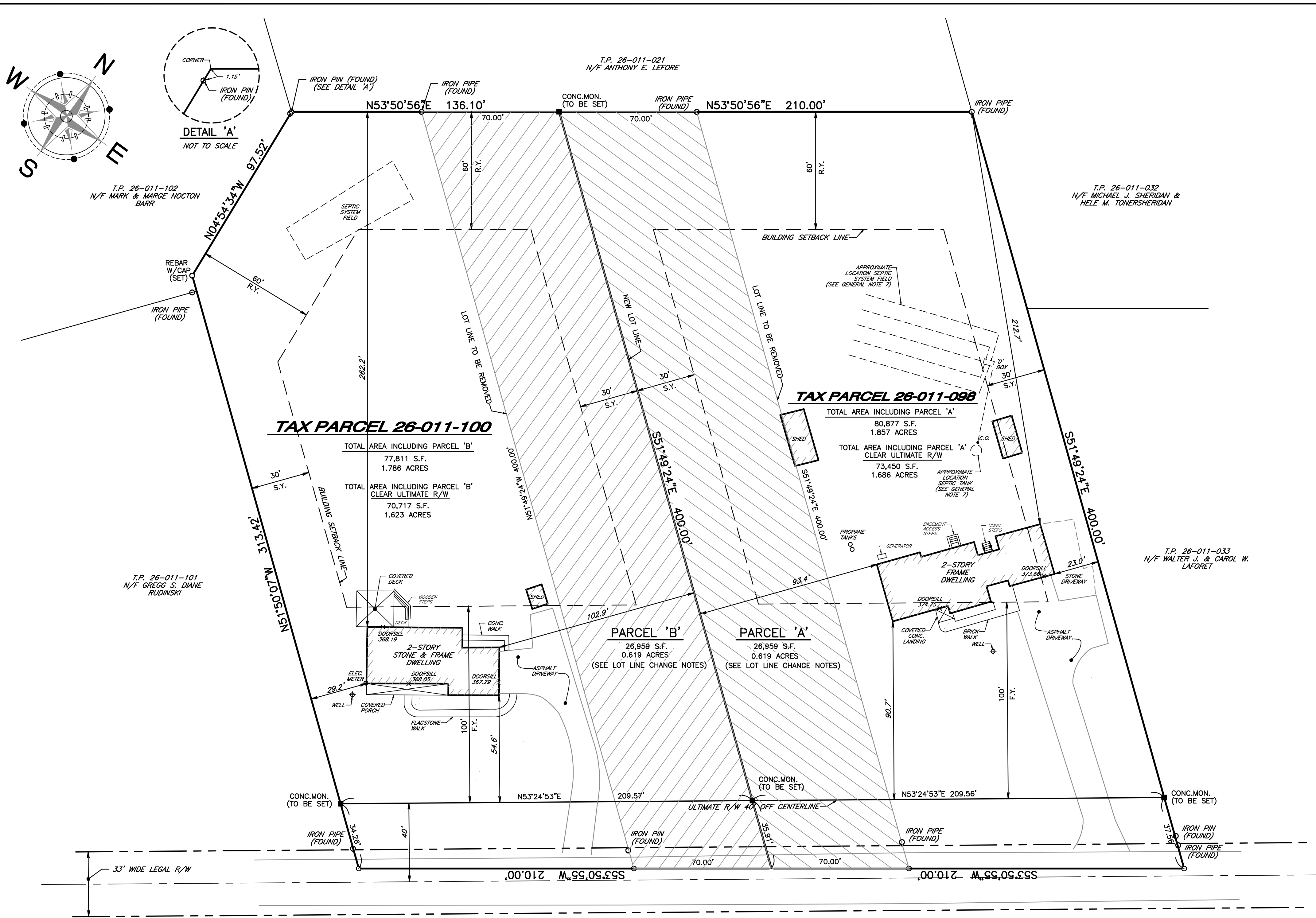
DESCRIPTION	PROPOSED T.P. 26-011-100	PROPOSED T.P. 26-011-098
HOUSE	1885 S.F.	2352 S.F.
DECK/PORCH	675 S.F.	0 S.F.
DRIVEWAY	1860 S.F.	3284 S.F.
WALKS/STEPS	363 S.F.	440 S.F.
SHEDS	86 S.F.	535 S.F.

4869 S.F. / 70,717 S.F. = 6.9% IMPERVIOUS
 1971 S.F. / 70,717 S.F. = 2.8% BUILDING COVERAGE

6611 S.F. / 73,450 S.F. = 9.0% IMPERVIOUS
 2887 S.F. / 73,450 S.F. = 3.9% IMPERVIOUS

RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS
 IN AND FOR THE COUNTY OF BUCKS IN DOYLESTOWN,
 PENNSYLVANIA IN PLAN BOOK NO. _____ PAGE NO. _____
 ON _____ 19____

RECORDER OF DEEDS



FERRY ROAD (S.R. 1006)

OWNERS CERTIFICATION OF INTENT

TO ALL TO WHOM THESE PRESENTS MAY COME KNOW YE THAT WE, EUGENE G. & MARJORIE HAMILTON HAVE LAID OUT UPON OUR LAND SITUATED IN THE TOWNSHIP OF NEW BRITAIN, COUNTY OF BUCKS, COMMONWEALTH OF PENNSYLVANIA, LOTS AND STREETS ACCORDING TO THE ACCOMPANYING PLAN WHICH IS INTENDED TO BE FORTHWITH RECORDED. WITNESS OUR HAND AND SEAL THIS _____ DAY OF _____ 20____.

OWNERS CERTIFICATION OF INTENT

TO ALL TO WHOM THESE PRESENTS MAY COME KNOW YE THAT WE, JEFFREY A. & GAIL L. HARRIS HAVE LAID OUT UPON OUR LAND SITUATED IN THE TOWNSHIP OF NEW BRITAIN, COUNTY OF BUCKS, COMMONWEALTH OF PENNSYLVANIA, LOTS AND STREETS ACCORDING TO THE ACCOMPANYING PLAN WHICH IS INTENDED TO BE FORTHWITH RECORDED. WITNESS OUR HAND AND SEAL THIS _____ DAY OF _____ 20____.

APPROVAL OF THE BOARD OF SUPERVISORS

APPROVED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF NEW BRITAIN, COUNTY OF BUCKS, COMMONWEALTH OF PENNSYLVANIA, AT A MEETING HELD ON THE _____ DAY OF _____ 20____.

REGISTERED SURVEYOR CERTIFICATION

I, PATRICK CAVANAUGH, A REGISTERED SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY THAT THIS PLAN CORRECTLY REPRESENTS THE METES AND BOUNDS, AS SHOWN, AND THE LOTS AS SURVEYED AND PLOTTED BY ME FOR THE OWNERS OR AGENTS.

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAN MEETS THE REQUIREMENTS OF ALL ORDINANCES AFFECTING THIS LOT LINE CHANGE PLAN LOCATED IN THE TOWNSHIP OF NEW BRITAIN.

PATRICK CAVANAUGH, P.L.S.
 PENNSYLVANIA LICENSE NO. SU51056E

APPROVAL OF THE TOWNSHIP ENGINEER

REVIEWED BY THE NEW BRITAIN TOWNSHIP ENGINEER ON THE _____ DAY OF _____ 20____.

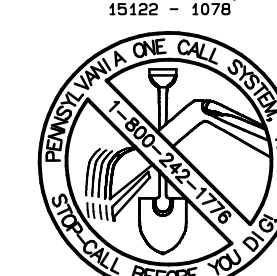
TOWNSHIP ENGINEER

BUCKS COUNTY PLANNING COMMISSION

BCPC NO. _____ PROCESSED AND REVIEWED, REPORT PREPARED BY THE BUCKS COUNTY PLANNING COMMISSION IN ACCORDANCE WITH THE MUNICIPALITIES PLANNING CODE. CERTIFIED THIS DATE _____

EXECUTIVE DIRECTOR
 BUCKS COUNTY PLANNING COMMISSION

PENNSYLVANIA ONE CALL SYSTEM, INC.
 985 Irwin Run Road
 West Mifflin, Pennsylvania
 15122 - 1078



BEFORE YOU DIG ANYWHERE IN PENNSYLVANIA CALL 1-800-242-1776. NON-MEMBERS MUST BE CONTACTED DIRECTLY. PA LAW REQUIRES THREE WORKING DAYS NOTICE TO UTILITIES BEFORE YOU EXCAVATE, DRILL, BLAST OR DEMOLISH.

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF BUCKS

ON THE _____ DAY OF _____ 20____ BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED THIS PLAN TO BE THE OFFICIAL PLAN OF PROPERTY SHOWN HEREON, SITUATED IN THE TOWNSHIP OF NEW BRITAIN, COUNTY OF BUCKS, COMMONWEALTH OF PENNSYLVANIA, AND DESIRED THAT THIS PLAN BE RECORDED ACCORDING TO LAW.

NOTARY PUBLIC
 MY COMMISSION EXPIRES _____

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF BUCKS

ON THE _____ DAY OF _____ 20____ BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED THIS PLAN TO BE THE OFFICIAL PLAN OF PROPERTY SHOWN HEREON, SITUATED IN THE TOWNSHIP OF NEW BRITAIN, COUNTY OF BUCKS, COMMONWEALTH OF PENNSYLVANIA, AND DESIRED THAT THIS PLAN BE RECORDED ACCORDING TO LAW.

NOTARY PUBLIC
 MY COMMISSION EXPIRES _____

C:\Users\Don Lear\CSS-Survey\Projects Main\2019-12017 Harris-Lot Line Change\HARRIS-FERRYRD-LOT LINE CHANGE-08-10-20.dwg



Since 1972 • Consulting Civil Engineers | Land Development | Municipal | Bridges | Highways | Construction Management | Construction Inspection | Dams | Geotechnical | Hydraulics/Hydrology | Water/Wastewater | Stormwater Management | Surveying | Planning | Landscape Architecture

Neil I. Van Cleef, P.E., L.S. & P.P.
Robert J. Clerico, P.E. & P.P.
Samuel D. Costanzo, P.E. & P.P.
Cynthia V. Norfleet, COO
Mark A. Bahnick, P.E.
Lawrence M. Duffley, P.E., PTOE
Michael K. Ford, P.E. P.P.
Jeffrey W. Munzing, P.E.
Stanley J. Schrek, P.E. A.I.A., P.P. CME, LEED AP
Herbert J. Seeburger, Jr. P.E., CME, CPWM

July 10, 2020

Via Hand Delivery

Eileen Bradley
Township Manager, New Britain Township
207 Park Avenue
Chalfont, PA 18914

Re: Sketch Plan for D'Alessio Tract
TMP 26-004-005
VCEA No. 19-06-NBR

received
07/10/2020

App. Fee: \$100.00
CH: 2538, REC: 9674
Escrow: \$2,500.00
CH: 2539, REC: 9675

Dear Ms. Bradley:

On behalf of Audax Homes, LLC, Applicant, Van Cleef Engineering Associates is pleased to submit the following documents in support of a Sketch Plan Application for the above referenced project:

1. One (1) copy of the completed application form;
2. One (1) copy of the Bucks County Planning Commission Application;
3. Eighteen (18) copies of the plan;
4. The requisite filing fee of \$100.00;
5. The requisite escrow of \$2,500.00.

Please process this application for review by township staff and schedule for review with the Planning Commission. If you require any additional information, or if you have any questions, please do not hesitate to contact me.

Sincerely,

L. Scott Mill, RLA

Enclosures

Cc: Jonathan Thomas, Audax Homes, LLC (w/copy)
File

F:\jobfile\2019\1906NBR\DOCS\APPLICATIONS\2020-07-08 SKETCH\2020-07-10 Submission Letter-TWP.docx

VanClefEngineering.com

Please Reply To:

DOYLESTOWN PA OFFICE
501 North Main Street • Doylestown, PA 18901
215.345.1876 • Fax: 215.345.1730

With Other Offices In:

Hillsborough NJ • Lebanon NJ • Mt. Arlington NJ • Freehold NJ
Phillipsburg NJ • Toms River NJ • Hamilton NJ • Bethlehem PA
Mechanicsburg PA • Leesport PA • Newark DE

SUBDIVISION AND LAND DEVELOPMENT

22 Attachment 1

Township of New Britain

Subdivision and Land Development Application



NEW BRITAIN TOWNSHIP

07/10/2020
DATE RECEIVED

TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania

Founded: 1723

NEW BRITAIN TOWNSHIP

SUBDIVISION & LAND DEVELOPMENT APPLICATION

New Britain Township

File No. _____

1. Date of Application: 7/8/2020 2. Date of Plan or Revision: N/A
3. Application for: Fee Paid \$100 Fee Paid \$2,500 ESCROW
- Subdivision Sketch Plan Review _____ Preliminary Approval _____
- Land Development Feasibility Review _____ Final Approval _____
- Preliminary Approval _____ Minor Subdivision _____
4. Name of Subdivision or Land Development D'Alessio Tract
5. Location 315 Old Limekiln Road, Chalfont, PA 18914
- Tax Parcel No.: 26-004-005 Total Acreage: Gross 10.674 .et 10.075
7. Net Buildable Site Area (from Section 603): 10.075
8. Zoning Requirements: District WS-Watershed Minimum Lot Size 80,000 SF
- Maximum Density N/A

NEW BRITAIN CODE

Yards: Front 100' Side 30' Rear 60'

9. Number of Lots or Dwelling Units 1 Existing, 2 Proposed (3 Total)

10. Equitable Owner of Record of Land Vinicio and Sharon D'Alessio

Address 315 Old Limekiln Rd Phone _____

11. Applicant Jonathan Thomas c/o Audax Homes, LLC

Address P.O. Box 390 Phone 267-454-6922
Doylestown, PA 18901


Signature of Applicant

12. Registered Engineer or Surveyor Samuel D. Costanzo, P.E. Van Cleef
Engineering Associates

Address 501 N. Main St. Phone 215-345-1876
Doylestown, PA 18901

This is to certify that I have read Article V of the New Britain Township Subdivision and Land Development Ordinance, and that the accompanying plan meets the requirements of that Article to the best of my knowledge.

Seal




Signature of Registered Engineer or Surveyor

SUBDIVISION AND LAND DEVELOPMENT



TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania

Founded: 1723

**NEW BRITAIN TOWNSHIP
SUBDIVISION & LAND DEVELOPMENT
PLAN SUBMISSION CHECKLIST**

DATE OF APPLICATION 7/8/2020

SUBDIVISION/LAND DEVELOPMENT NAME: D'Alessio Tract

ADDRESS OF PROPERTY: 315 Old Limekiln Rd.

OWNER(S) NAME: Vinicio & Sharon D'Alessio

APPLICANT'S NAME: Jonathan Thomas, Audax Homes, LLC

TAX MAP PARCEL NUMBER: #26- 004-005

PLAN SETS – FOLDED to 8 1/2 by 11: (18 total)

- NBT Planning Commission – 7 copies NBT File – 3 copies
- NBT Board of Supervisors – 5 copies Township Engineer – 2 copies
- Fire Marshal – 1 copy

PLAN SETS FOR OUTSIDE AGENCIES – FOLDED to 8 1/2 by 11: The applicant must show proof of submission to the outside agencies listed below (stamped copy or cover letter and copy of application form). The following plan sets are subject to the requirements of the outside agency and must be submitted to the outside agency by the applicant.

- Bucks County Planning Commission (1 copy)
- N/A Bucks Conservation District (1 copy)

NEW BRITAIN CODE

N/A Township Approved Water Supplier (1 copy)

N/A Chalfont New Britain Township Joint Sewer Authority (3 copies)

OR

N/A Bucks County Department of Health (1 copy)

APPLICATION FORMS & FEES TO BE SUBMITTED TO THE TOWNSHIP. All applications must include these items or the application will be considered administratively incomplete and returned to the applicant.

X New Britain Township Subdivision and Land Development Application (1 signed original)

X Filing Fee according to the most current Fee Schedule adopted by Resolution.

X Escrow Fee according to most current Fee Schedule adopted by Resolution.

X Contract for Professional Services Agreement (3 signed originals)

X Application to B.C. Planning Commission – Applicant must provide proof of submission

N/A Application to Bucks Conservation District – Applicant must provide proof of submission

N/A Applicant Plan Submission Checklist (It is recommended that this item be completed by the applicant's professional engineer or land surveyor)

N/A Stormwater Management Report (2 copies)

N/A PADEP Sewage Facilities Planning Module Application/Mailer (Original and two copies)

N/A If applicable – Traffic Impact Study (2 copies)

N/A If applicable – PA DOT Highway Occupancy Permit Plan/Application (2 copies)

N/A If applicable – Community Impact Assessment Report (4 copies)

REVIEWED BY: Kelsey Han
New Britain Township Zoning Officer

DATE: 07/10/2020

All fees, or contributions in lieu of, shall be payable to New Britain Township. All plan sets, applications and forms shall be submitted directly to New Britain Township.

SUBDIVISION AND LAND DEVELOPMENT

The attached checklist is provided for the applicant as a guideline to assist in the submission process. All applications must include these items or the application will be considered administratively incomplete and returned to the applicant.

NEW BRITAIN CODE

APPLICANT'S CHECKLIST AND SUBMISSION PROCEDURES

IMPORTANT: *It is recommended that this item be completed by the applicant's professional engineer or land surveyor.*

Please use the following checklist as a guideline for application submission. If applicable, the township and township engineer will look for these items in your application. Failure to provide an applicable item may delay acceptance of application and/plan approval. Please be advised that final approval will not be granted by the township unless final approvals are approved by the appropriate water and sewer authorities.

Note: Maximum Record Plan Sheet Size 24 inches by 36 inches

Item	Code*	Applicant Comments
Type of Water Supply (Public or Private)	P	Private
Type of Sewage Disposal Facilities (Public or Private)		
PADEP Sewage Facilities Planning Module Application/Mailer	P	Private
List of Waivers/Variances/Special Exceptions on Record Plan	N/A	Sketch Plan
Letter of Requested Waivers with Justification	N/A	Sketch Plan
Provide 5 Signature Lines on Record Plan for Board of Supervisors	N/A	Sketch Plan
Indicate Zoning Data Chart on Record Plan (required and proposed dimensions)	P	On Plan
Indicate Parking Requirements on Record Plan (required and proposed spaces)	N/A	Residential
Indicate proposed Use Designation on Record Plan	P	On Plan
Indicate Site Capacity Calculations on Record Plan	P	On Plan
Adjoining Property Owner names & Tax Map Parcel Numbers	P	On Plan
Soil Erosion and Sediment Control Plan	N/A	Sketch Plan
Utility Plan	N/A	Sketch Plan
Landscape & Lighting Plan (show street trees, buffer plantings, lighting locations, isolux lines)	N/A	Sketch Plan
Stormwater Management Plan	N/A	Sketch Plan
Wetlands Certification on Record Plan	N/A	Sketch Plan
PaDot Permit Application/Plan	N/A	Twp Road
Existing and Proposed Easements, Rights-of-Way or Other Restrictions on the Property	P	Shown as appl.

* A – Noted on Application P – Noted on Plan Sheet N/A – Not Applicable W – Noted on List of Waivers



BCPC

Bucks County Planning Commission

1260 Almshouse Road • Doylestown, Pa 18901
Phone 215/345-3400 FAX 215/345-3886 EMAIL bcpc@buckscounty.org

SUBDIVISION AND LAND DEVELOPMENT 2020 REVIEW APPLICATION

This application must be completed by the applicant or his/her agent and submitted along with one copy of the plan, one digital copy of the plan, and required fee (see fee schedule on back) for subdivision and land development reviews mandated by the Pennsylvania Municipalities Planning Code, Act 247 of 1968, as amended.

MUNICIPALITY: New Britain Township

NAME OF PROPOSAL: D'Alessio Tract

LOCATION: 315 Old Limekiln Road, Chalfont, PA 18914

TAX PARCEL No.: 26-004-005

APPLICANT: Jonathan Thomas, Audax Homes, LLC

ADDRESS: P.O. Box 390, Doylestown, PA 18901

OWNER OF RECORD: Vinicio and Sharon D'Alessio

ADDRESS: 315 Old Limekiln Road, Chalfont, PA 18914

PRESENT LAND USE: Residential

PLAN TYPE: Land Development Subdivision

PLAN CLASS: Major Minor

Municipal Sketch

TOTAL ACREAGE: 10.674

TELEPHONE: 267-454-6922

APPLICANT EMAIL: jonathan@audaxproperties.com

DEVELOPMENT TYPE: Agricultural Commercial

Conversion Industrial Institutional

Lot Line Change Office Residential

PROPOSAL:

NONRESIDENTIAL: Number of Lots or Leaseholds: _____

RESIDENTIAL: Number of lots or units: 3 total (1 exist.)

Proposed new building area: _____
Gross square feet (floor area)

WATER SUPPLY: Public
(Check one) Community On-site
 Individual On-lot

SEWERAGE: Public
(Check One) Community
 Individual On-lot

OPEN SPACE: Public
(Check One) Private
TOTAL OPEN SPACE ACREAGE: None

The following documentation is **required** for every plan submission, at the applicable level, in addition to a completed application form. Please check the appropriate state of plan submission and the inclusion of the required documentation:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Sketch Plan <i>or</i> | <input checked="" type="checkbox"/> One copy of plan |
| <input type="checkbox"/> Revised Sketch Plan | <input checked="" type="checkbox"/> One digital file of plan (CD or USB drive) |
| <input type="checkbox"/> Preliminary Plan <i>or</i> | <input type="checkbox"/> One copy of preliminary plan/revised preliminary plan |
| <input type="checkbox"/> Revised Preliminary Plan | <input type="checkbox"/> One digital file of preliminary plan/revised preliminary plan (CD or USB drive) |
| | <input type="checkbox"/> Review fee (see schedule on back) |
| | <input type="checkbox"/> Proof of variances, special exception, conditional uses, or other agreements |
| | <input type="checkbox"/> Sewage Facilities Planning Module, one copy, one digital copy |
| | <input type="checkbox"/> Transportation Impact Study, one copy, one digital copy |
| <input type="checkbox"/> Final Plan <i>or</i> | <input type="checkbox"/> One copy of final plan/revised final plan |
| <input type="checkbox"/> Revised Final Plan | <input type="checkbox"/> One digital file of final plan/revised final plan (CD or USB drive) |
| | <input type="checkbox"/> Review fee (see schedule on back) |
| | <input type="checkbox"/> Conditions of preliminary approval |

If applicable {

If proposal is made by applicant or agent directly to the Bucks County Planning Commission (BCPC), the following certification is required to assure that all plans submitted to the BCPC are also submitted to the municipal government for review.

I hereby certify that this plan has been submitted for review to the Township/Borough of New Britain and that, if the plan is withdrawn from consideration by the municipality, it will also be withdrawn from the BCPC review process via written notification. Members of the BCPC and staff are authorized to enter land for site inspection if necessary.

Jonathan Thomas

Print Name of Applicant

[Signature]
Signature of Applicant

7/10/20
Date

BCPC USE ONLY

BCPC File No.: _____

Date Received: _____

Fee Paid: _____

BUCKS COUNTY PLANNING COMMISSION FEE SCHEDULE FOR REVIEWS

The following fees will be charged by the Bucks County Planning Commission for subdivision and land development reviews as authorized by Act 194 amending Act 247, the Pennsylvania Municipalities Planning Code. These fees are effective January 1, 2018. Plans will not be accepted for review without the appropriate fee and completed application form. If you need assistance in calculating application fee(s), please call us at 215-345-3400.

Residential subdivisions, land developments, and conversions *(Including Tentative Planned Residential Development Plans)*

				Base Fee	+		
up to	2	lots or units	=	\$160			
3	up to	10	lots or units	=	\$100	+	\$65 for each lot/unit over 2
11	up to	25	lots or units	=	\$600	+	\$45 for each lot/unit over 10
26	up to	50	lots or units	=	\$1,200	+	\$40 for each lot/unit over 25
51	up to	100	lots or units	=	\$1,800	+	\$20 for each lot/unit over 50
101	+		lots or units	=	\$2,400	+	\$15 for each lot/unit over 100
Please show your calculations:							

Nonresidential land developments

				Base Fee	+		
0	up to	5,000	square feet	=	\$300	+	\$0.045 per square foot of floor area
5,001	+		square feet	=	(no base fee)	+	\$0.15 per square foot of floor area, not to exceed \$5,000
Please show your calculations:							

Nonresidential subdivisions

up to	2	lots or units	=	\$225	
3	up to	10	lots or units	=	\$125 per lot
11	+		lots or units	=	\$100 per lot
Please show your calculations:					

Curative Amendments (not municipal curative amendments) \$2,000

Private Petitions for Zoning Change (not municipal petition) \$1,500

For the purposes of this Fee Schedule the definitions in Article II of the Pennsylvania Municipalities Planning Code of subdivision and land development shall be used.

There is **no fee** for review of a sketch plan or final plan submission (unless otherwise noted below).

All fee charges are intended to cover the entire review process from preliminary to final stages **except** as follows:

- 1) **Each resubmission of a plan with minor revisions** shall be subject to an additional fee, not to exceed the required fee listed in the tables above or \$225.00, whichever is less. A subdivision which proposes no more than two lots may be resubmitted with minor revisions one time without a charge for the review.
- 2) **Each resubmission of a plan involving a major revision or change in program** from the original submission shall be required to pay an additional fee as required in the tables above. A major revision or change in program may include, but is not limited to, a change in use, dwelling type, density, lot layout, street layout, or site layout.
- 3) **Each plan submitted for review two years or more after the first submission** shall be subject to an additional fee, not to exceed the required fee listed in the tables above or \$160.00, whichever is less, if the plan contains only minor revisions. If there are major revisions to the plan, the submission will require a fee in accordance with the fee schedule above. Major changes are as noted in #2 above.
- 4) **Proposals submitted which contain a mix of uses** will be subject to the appropriate fee for each use.

MEETINGS WITH THE STAFF of the Bucks County Planning Commission to discuss applications either prior to or during the formal development application are encouraged and are free of charge. Appointments can be made by contacting 215-345-3400.

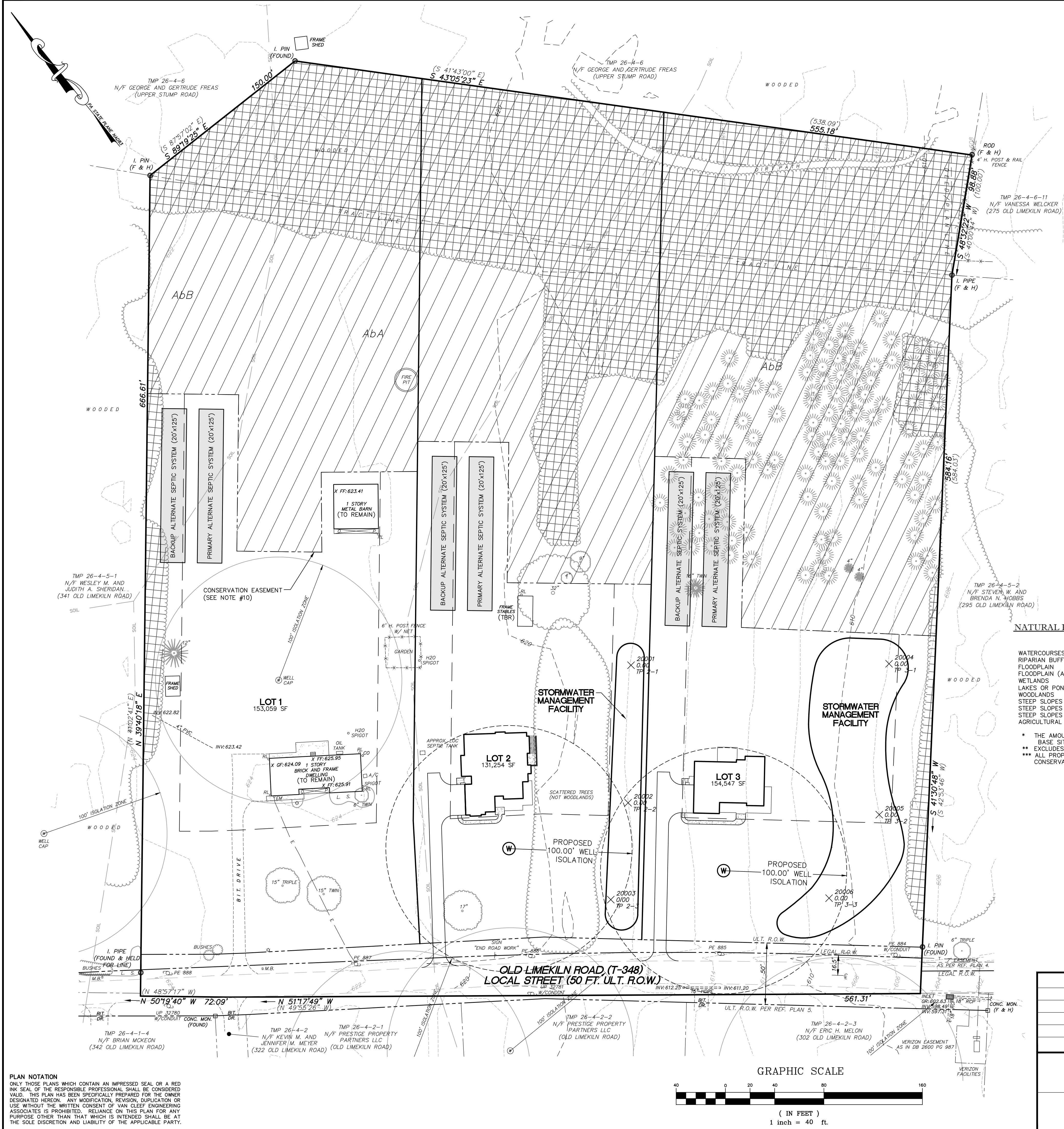
SIGNING OF PLANS FOR RECORDING:—The Bucks County Planning Commission now signs plans electronically. If you have municipally-signed plans with an official BCPC number you can go directly to the Bucks County Recorder of Deeds to record your plan. Please contact the Recorder of Deeds at 215-348-6209 should you have any questions about recording your plan.

REQUESTS FOR ADDITIONAL COPIES OF REVIEW: Copies of the Bucks County Planning Commission review of this proposal will be sent to the applicant, municipality, and municipal engineer. If you wish to have copies sent to other persons, please type names, addresses and **emails**:

Samuel D. Costanzo, PE Van Cleef Engineering Associates

501 N. Main St., Doylestown, PA 18901

scostanzo@vancleefengineering.com

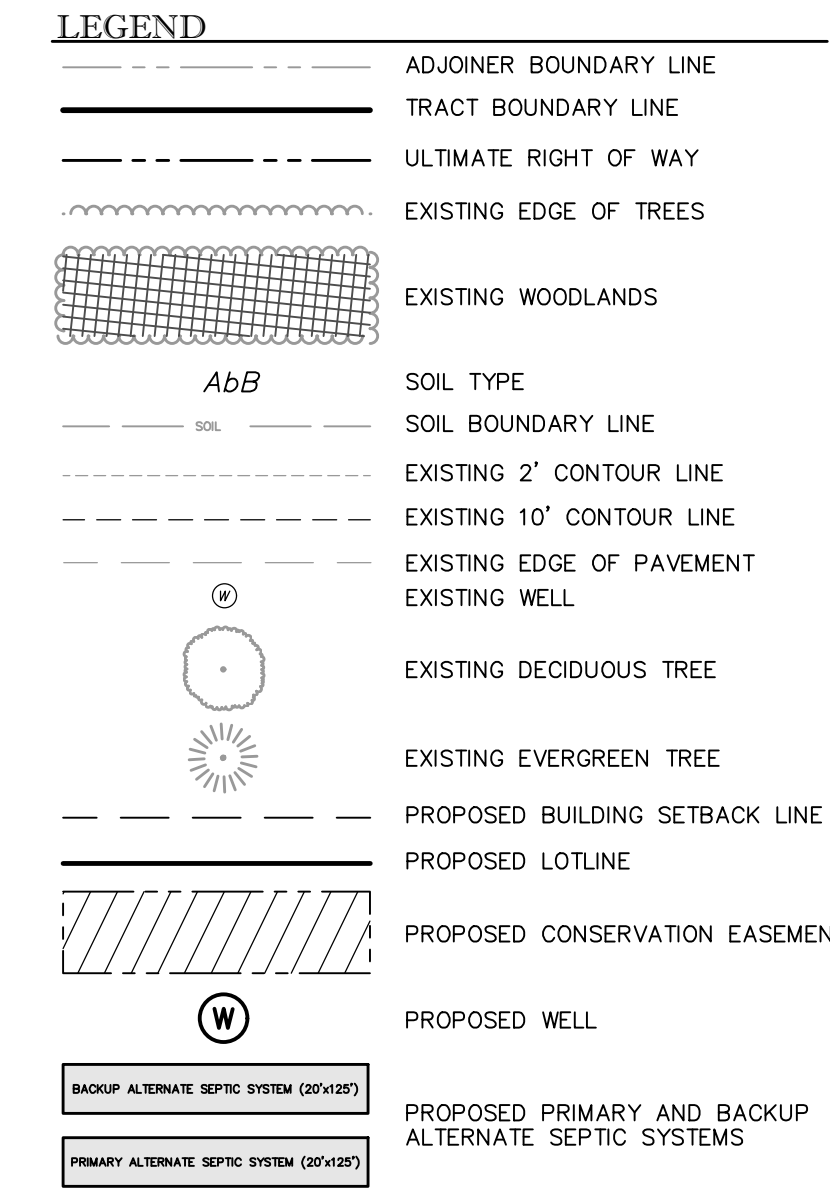


OWNER OF RECORD:
VINICIO AND SHARON D'ALESSIO
315 OLD LIMEKILN ROAD
CHALFONT, PA 18914

APPLICANT:
AUDAX HOMES, LLC
P.O. BOX 390
DOYLESTOWN, PA 18901

SITE ADDRESS:
1162 WEDGE WAY
MAPLE GLEN, PA 19002-1011

MAILING ADDRESS:
TMP 26-004-005
(DEED) INSTRUMENT 2015040969



SOILS LEGEND

SYMBOL	NAME	CAPABILITY CLASS
AbA	ABBOTTSTOWN SILT LOAM, 0-3% SLOPES	3 (AG SOIL)
AbB	ABBOTTSTOWN SILT LOAM, 3-8% SLOPES	3 (AG SOIL)

- REFERENCE PLANS:**
- PLAN ENTITLED "MINOR SUBDIVISION: LANDS OF MR. & MRS. WILLIAM R. HAMILTON COUNTY TAX PARCEL 26-4-5" PREPARED BY THOMAS R. ANTOBUS AND ASSOCIATES CONSULTING ENGINEERS, DATED JUNE 12, 1980, LAST REVISED JULY 21, 1980, AS RECORDED IN PLAN BOOK 200 PAGE 40.
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 - PLAN ENTITLED "AMENDED RECORD PLAN (SHEET 3 OF 4)", BY BOUCHER AND JAMES, INC. DATED AUGUST 16, 2019, AS RECORDED IN INSTRUMENT 2019064627.

NATURAL RESOURCE PROTECTION

RESOURCE	PROTECTION RATIO	LAND IN RESOURCES*	REQUIRED RESOURCE PROTECTION LAND	PROPOSED RESOURCE PROTECTION LAND
WATERCOURSES	1.00	0.000 AC.	0.000 AC.	0.000 AC.
RIPARIAN BUFFER	1.00	0.000 AC.	0.000 AC.	0.000 AC.
FLOODPLAIN	1.00	0.000 AC.	0.000 AC.	0.000 AC.
WETLANDS	1.00	0.000 AC.	0.000 AC.	0.000 AC.
LAKES OR PONDS	1.00	0.000 AC.	0.000 AC.	0.000 AC.
WOODLANDS	.80	2.464 AC.	1.971 AC.	2.336 AC.***
STEEP SLOPES (8%-15%)	.60	0.000 AC.	0.000 AC.	0.000 AC.
STEEP SLOPES (15%-25%)	.70	0.000 AC.	0.000 AC.	0.000 AC.
STEEP SLOPES (25%+)	.85	0.000 AC.	0.000 AC.	0.000 AC.
AGRICULTURAL SOILS	.50	9.913 AC.**	4.957 AC.	5.078 AC.***

* THE AMOUNT OF LAND IN EACH RESOURCE IS THE TOTAL AMOUNT OF THAT RESOURCE WITHIN THE BASE SITE AREA.
 ** EXCLUDES AREA COVERED BY EXISTING BUILDINGS AND DRIVEWAY.
 *** ALL PROPOSED RESOURCE PROTECTION LAND TO BE CONTAINED WITHIN THE PROPOSED CONSERVATION EASEMENT.

SERIAL NO. 20201391701

811 Before You Dig Anywhere

Know what's below. Call before you dig.

STOP! CALL 1-800-242-1776

PA Law requires a working stop notice before you excavate.

PA ONE CALL SYSTEM, INC.

ZONING DATA

ZONED: WS - WATERSHED
 PROPOSED USE: B-1 SINGLE FAMILY DETACHED DWELLING

	REQUIRED	LOT 1	LOT 2	LOT 3
MIN. LOT AREA	80,000 SF	153,059 SF	131,254 SF	154,547 SF
MIN. LOT WIDTH (REQ'D BSBL)	175 FT.	220 FT.	188 FT.	230 FT.
MIN. YARDS				
FRONT	100 FT.	100 FT.	100 FT.	100 FT.
SIDE	30 FT.	30 FT.	30 FT.	30 FT.
REAR	60 FT.	60 FT.	60 FT.	60 FT.
MAX. HEIGHT	35 FT.	35 FT.	35 FT.	35 FT.
MAX. BLDG. COVERAGE (DEVELOPER)	4%	<4% (6,122 SF)	<4% (5,250 SF)	<4% (6,182 SF)
MAX. BLDG. COVERAGE (HOMEOWNER)	6%	<6% (9,184 SF)	<6% (7,875 SF)	<6% (9,273 SF)
MAX. IMPERV. COVERAGE (DEVELOPER)	6%	<6% (9,184 SF)	<6% (7,875 SF)	<6% (9,273 SF)
MAX. IMPERV. COVERAGE (HOMEOWNER)	8%	<8% (12,245 SF)	<8% (10,500 SF)	<8% (12,264 SF)
MIN. BLDG. ENVELOPE	10,000 SF	44,546 SF	29,313 SF	32,506 SF

BASE SITE CALCULATIONS

a. BASE SITE AREA 10.674 AC.

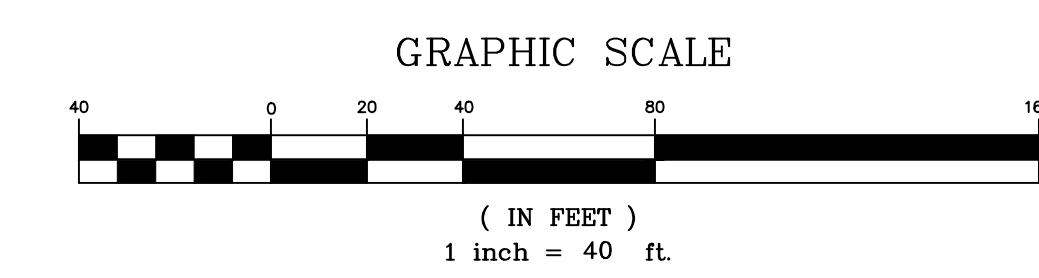
- GROSS SITE AREA AS DETERMINED BY AN ON-SITE BOUNDARY SURVEY 10.674 AC.
- SUBTRACT LAND WITHIN THE ULTIMATE RIGHT-OF-WAY OF EXISTING ROADS; WITHIN EXISTING UTILITY RIGHTS-OF-WAY OR EASEMENTS; AND/OR WHICH HAS BEEN PRESERVED THROUGH EASEMENT OR OTHER MEANS. -0.599 AC.
- SUBTRACT LAND WHICH IS NOT CONTIGUOUS, I.E.:
 (a) A SEPARATE PARCEL WHICH DOES NOT ABUT OR ADJOIN, NOR SHARE COMMON BOUNDARIES WITH, THE REST OF THE DEVELOPMENT; AND/OR
 (b) LAND WHICH IS CUT OFF FROM THE MAIN PARCEL BY A ROAD, RAILROAD, EXISTING LAND USE, AND/OR MAJOR BARRIER TO SERVE AS A MAJOR BARRIER TO COMMON USE AND/OR SO THAT IT IS ISOLATED AND UNAVAILABLE FOR BUILDING PURPOSES. -0.000 AC.
- SUBTRACT LAND WHICH, IN A PREVIOUSLY APPROVED SUBDIVISION, WAS SET ASIDE, RESERVED, AND/OR RESTRICTED FOR OPEN SPACE, NATURAL RESOURCE PROTECTION, AND/OR RECREATION PURPOSES. -0.000 AC.
- SUBTRACT LAND USED FOR ANOTHER USE (I.E. LAND WHICH IS USED OR TO BE USED, FOR COMMERCIAL OR INDUSTRIAL USES IN A RESIDENTIAL DEVELOPMENT) OR LOCATED IN A DIFFERENT ZONING DISTRICT THAN THE REST OF THE DEVELOPMENT. -0.000 AC.

BASE SITE AREA 10.075 AC.

- GENERAL NOTES**
- THIS MAP REPRESENTS A BOUNDARY SURVEY PERFORMED BY VCEA IN MAY AND JUNE 2020. THE COURSES AND DISTANCES SHOWN IN (PARENTHESES) ARE DERIVED FROM THE DEED OF RECORD.
 - A TOPOGRAPHIC SURVEY WAS PERFORMED BY VCEA IN MAY AND JUNE 2020. THE VERTICAL DATUM IS NAVD 88 BASED ON RTK GPS OBSERVATIONS DERIVED THROUGH THE KEYNETOPS TRIMBLE VRS NETWORK.
 - THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION REGARDING EASEMENTS AND OTHER DOCUMENTS THAT MAY AFFECT THE QUALITY OF TITLE FOR THE SUBJECT PROPERTY WAS OBTAINED FROM A TITLE SEARCH PERFORMED BY CHOICE ABSTRACT, INC., AGENT TO COMMONWEALTH LAND TITLE INSURANCE COMPANY, TW FILE# 8535739, FILE# ACCOM315, HAVING A SEARCH DATE ENDING ON MAY 19, 2020.
 - NO CERTIFICATION IS MADE BY VAN CLEEF ENGINEERING ASSOCIATES AS TO THE POSITION OF ANY UTILITIES OR TO THE COMPLETENESS OF ANY UTILITIES SHOWN. ALL CONTRACTORS WORKING ON THIS SITE SHALL COMPLY WITH THE REQUIREMENTS OF ACT 287 OF 1974 AS AMENDED BY ACT 50 OF 2017 (UNDERGROUND UTILITY LINE PROTECTION LAW). VCEA HAS REGISTERED THIS SITE WITH THE PA ONE-CALL SYSTEM ON MAY 18, 2020 (SERIAL NO. 20201391701).
 - THIS SURVEY DOES NOT CERTIFY AS TO THE PRESENCE OR ABSENCE OF UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS.
 - THE ULTIMATE RIGHT OF WAY SHOWN ON THE NORTHEAST SIDE OF OLD LIMEKILN ROAD WAS DERIVED BY PARALLELING THE ULTIMATE R.O.W. PREVIOUSLY DETERMINED ON THE SOUTHWEST SIDE OF OLD LIMEKILN ROAD. (SEE REF. PLAN NO. 5).
 - THIS SURVEY DOES NOT CERTIFY AS TO THE PRESENCE OR ABSENCE OF WETLANDS OR WATERS. THERE ARE NO SHOWN WETLANDS ON THE SUBJECT PROPERTY BASED ON MAPPING FROM THE NATIONAL WETLANDS INVENTORY WEBSITE.
 - THE PARCEL SHOWN HEREON IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA (SFHA) PER FLOOD INSURANCE RATE MAPS (FIRM) PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), BEING PANEL 280 OF 532, MAP NUMBER 42017C0280J, EFFECTIVE DATE MARCH 16, 2015.
 - SOILS TAKEN FROM NRCS WEBSITE.
 - CONSERVATION EASEMENT CONFIGURATION SUBJECT TO CHANGE PENDING ON-LOT SEWAGE DISPOSAL EVALUATION. THE MINIMUM CONSERVATION EASEMENT AREA REQUIRED/PROVIDED FOR THE SITE IS 4.957 ACRES IN ORDER TO PRESERVE THE REQUIRED AMOUNT OF AGRICULTURAL SOILS.
 - IT IS ANTICIPATED THAT THIS SITE WILL BE SERVED BY ON-LOT WATER AND SEWER FACILITIES.
 - IT IS ANTICIPATED THAT STORMWATER MANAGEMENT WILL BE ACCOMMODATED VIA ON-LOT FACILITIES.
 - IT IS ANTICIPATED THAT WAIVERS WILL BE REQUIRED RELATED TO: LOT DEPTH:WIDTH RATIO FOR ALL 3 LOTS (3:1 PERMITTED, 3.5:1 PROPOSED); PROVIDING ROADWAY WIDENING, CURB AND SIDEWALK.
 - IT IS ANTICIPATED THAT A FEE IN LIEU OF RECREATION LAND WILL BE OFFERED TO NEW BRITAIN TOWNSHIP. A REQUIREMENT OF 5,000 SF (2,500 SF PER NEW DWELLING UNIT) IS REQUIRED.

PLAN NOTATION

ONLY THOSE PLANS WHICH CONTAIN AN IMPRESSED SEAL OR A RED INK SEAL OF THE RESPONSIBLE PROFESSIONAL SHALL BE CONSIDERED VALID. THIS PLAN HAS BEEN SPECIFICALLY PREPARED FOR THE OWNER DESIGNATED HEREON. ANY MODIFICATION, REVISION, DUPLICATION OR USE WITHOUT THE WRITTEN CONSENT OF VAN CLEEF ENGINEERING ASSOCIATES IS PROHIBITED. RELIANCE ON THIS PLAN FOR ANY PURPOSE OTHER THAN THAT WHICH IS INTENDED SHALL BE AT THE SOLE DISCRETION AND LIABILITY OF THE APPLICABLE PARTY.



DATE:	JULY 8, 2020
SCALE:	1" = 40'
DESIGNED BY:	LSM
DRAWN BY:	LSM
CHECKED BY:	SDC
REVISIONS	AUTH. DATE JOB NO. 19-06-NBR

Van Cleef ENGINEERING ASSOCIATES

Consulting Civil Engineering
 Environmental Engineering
 Municipal Engineering
 Land Surveying
 Professional Planning
 Landscape Architecture

501 NORTH MAIN STREET, DOYLESTOWN, PA 18901
 WEB: WWW.VANCLEEFENGINEERING.COM
 PHONE (215) 345-1876 FAX (215) 345-1730

OFFICES THROUGHOUT NJ, EASTERN PA AND DE

SKETCH PLAN FOR D'ALESSIO TRACT TMP 26-004-005 NEW BRITAIN TOWNSHIP BUCKS COUNTY, PENNSYLVANIA



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

August 20, 2020

File No. 20-07074

Eileen Bradley, Township Manager
New Britain Township
207 Park Avenue
Chalfont, PA 18914

Reference: D'Alessio Tract, Sketch Plan Review 1
315 Old Limekiln Road, TMP #26-004-005

Dear Eileen:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the sketch plan submission for the above-referenced project. We offer the following comments for consideration by New Britain Township:

I. Submission

A. Sketch Plan, prepared by Van Cleef Engineering Associates for 315 Old Limekiln Road, dated July 8, 2020, consisting of 1 sheet.

II. General Information

The Applicant, Audax Homes, LLC and owners of record Vinicio and Sharon D'Alessio propose a 3-lot subdivision for two new Use B-1, Single Family Detached Dwellings, within the WS – Watershed District. Lot 1 is proposed to contain the existing single-family dwelling with two accessory structures on the north side of Old Limekiln Road (Township Road). Lots 2 and 3 are proposed as new dwelling lots with associated stormwater management facilities, wells, and primary and backup septic systems.

III. Review Comments

A. Zoning Ordinance

We have identified the following issues with the proposed plan in regards to the requirements and provisions of the current New Britain Township Zoning Ordinance:

1. §27-201 – Woodlands are defined as “areas or stands containing 10 or more large trees (trees with a caliper greater than 10 inches' DBH) forming a continuous canopy; or land containing mature trees (trees with an average caliper of five inches' DBH or greater) that form a continuous canopy covering an area of 1/4 acre or more, as measured from the dripline of the outer trees. The canopy for the area of trees on proposed Lot 2 is greater than ¼ acre. It shall be clarified on the plans if the trees are considered mature in accordance with this definition.

65 East Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606

2. §27-502.b – We offer the following comments with regards to the information provided in the Zoning Data chart:
 - a. The actual front, rear and side yard setbacks shall be noted for Lot 1.
 - b. Though it appears that the plans anticipate compliance with the current Ordinance with regard to maximum permitted building and impervious surface ratios permitted for the Watershed Zoning District, we note that the Township is considering an Ordinance Amendment that impacts these ratios. If adopted as currently drafted, the ratios would be 6% building coverage for the developer, 8% building coverage for the homeowner, 10% impervious coverage for the developer and 12% of impervious coverage for the homeowner.
 - c. The anticipated proposed building and impervious coverages shall be noted in the Zoning Data chart for each lot. The areas shall be noted as conceptual if that is the case.
 - d. We recommend the Township confirm that the appropriate permits were obtained for the accessory structures on Lot 1 that appear to have been installed prior to 1999 according to aerial images. It appears that the larger structure may be an existing non-conformity with regard to size, which shall be registered with the Township and noted on the plan as such.
3. §27-502.b.1.(h) – An impervious chart shall be included on the plan summarizing the proposed impervious surface areas for each lot, as well as the total for this site and amount of impervious area assumed in the stormwater design (maximum for the site, or 12%).
4. §27-502.b.3 – As noted on the plan, the minimum required natural resource protection area will be required to be preserved via a conservation easement. A conservation easement is proposed as required and is noted to be subject to change once the septic soils testing is completed. The Township shall determine whether or not the fire pit is permitted within the conservation area.
5. §27-502.b.5 – When an applicant is proposing a land development, the stormwater management facilities shall be designed to manage the runoff from the maximum impervious surface permitted, or 12% per lot.
6. §27-2115 – No portion of an on-lot septic system or any of its components, including the *toe of slope of the berm*, shall be installed closer than 10 feet to a property line. It shall be clarified that at least 10 feet can be provided between the backup systems and the proposed property lines.

B. Subdivision and Land Development Ordinance

We have identified the following issues in regards to the requirements and provisions of the current New Britain Township Subdivision and Land Development Ordinance (SALDO):

1. §22-500.3 – The plans note that waivers are anticipated for the lot depth to width ratio and from installing road improvements such as widening, curb and sidewalk. Any requests for modifications and/or waivers of any provisions of this Chapter shall be in accordance with §512.1 of the MPC and included in the next plan submission and prior to being added to a public meeting agenda.

2. §22-406.1.I —The plan shall include all bearings and distances of the new lots, entire ultimate right-of-way offered for dedication to the Township, and conservation and septic easements.
3. §22-502.B(11) – All deeds, reference plans or title reports shall be submitted for the properties to verify no existing easements and/or restrictions have been previously placed preventing the proposal as shown.
4. §22-502.E(1) – Proposed contour lines for the entire site shall be shown at vertical intervals of two feet, including spot elevations at each corner of a dwelling and at any high points. Proposed building elevations (first floor, top of wall, basement floor if applicable) shall be provided for the proposed dwellings. Individual plot plans shall be submitted for each of the proposed dwellings for approval prior to construction. Lot 2 shall be graded to provide at least a 2% slope for all lawn areas and all drainage shall be sloped away from the dwellings.
5. §22-703-4.A.(4) – This section requires that any lot depth not exceed three times its width. It appears as though the depth: width ratio is approximately 3.8:1 for Lot 2 and 3.2:1 for Lot 1. Note 13 references a ratio of 3.5:1.
6. §22-705.3.A., 22-706, & – No street improvements are currently proposed along Old Limekiln Road (Local Road) and Note 13 discusses anticipated waivers for these items. The street currently has a 50-foot Ultimate Right-of-Way and an 18-foot cartway where a 28-foot cartway is required. For any waivers requested from street improvements and subsequently granted by the Board of Supervisors, the Applicant shall contribute a fee to the Township to cover 50% of the costs of future improvements to bring the Township rights-of-way up to current standards. Resolution 2007-12.
 - a. An additional 5 feet of widening is required. Two feet of widening was required across the street at the Vineyard project to increase the cartway width from 16 to 18 feet.
 - b. Curb and sidewalk are required and Note 13 discusses anticipated waivers for these items. We would support a waiver from installation of curb and sidewalk as there are no curb and sidewalks in the neighborhood.
 - c. We recommend the Township Public Works Superintendent review the plans and discuss the need for widening, swales/storm sewer or driveway trench grates/ culverts. We note that utility poles are identified on the plans along the frontage.
7. §22-501.1.h & 711.7 – A conceptual stormwater facility is outlined on the plan. The Applicant will be required to obtain an Erosion and Sediment Control adequacy letter and NPDES permit from the Bucks County Conservation District (BCCD) and/or for the proposed earth disturbance if the total disturbance exceeds 1 acre at any time. The Township should be copied on all correspondence with BCCD when the submission is made. The stormwater management facilities shall be a minimum of 10 feet from all property lines. We note that it appears that there is a driveway downslope of proposed Lot 3 stormwater facility. A level spreader shall be considered for this outlet discharge.
8. §22-712.13.D – The Applicant is required to contribute a storm sewer fee and stormwater maintenance fee which will be calculated at the time of preliminary plan review.

9. §22-715.2.G(2) – No park and recreation land is shown, therefore, the Applicant will be required to pay a fee-in-lieu of dedication of park and recreation land within the Township. We calculate this fee, based on \$2,500.00 per proposed dwelling unit, to be **\$5,000.00**.
10. §22-719.7.A. – For all residential subdivisions containing three or more lots, including the existing unit, the Applicant shall submit two copies of a Water Resource Impact Study to the Township in accordance with the section §22-719 of the SALDO. The required water resource impact study shall be submitted with the next submission.
11. §22-719.9 – The preliminary plan shall contain a note stating that any proposed well is subject to the provisions of the well construction standards, which includes requirements for well permitting, water quality testing and well production certification. In addition to the pump testing and water quality testing for the total site, the applicant shall address the requirements of this section.
12. §22-721.3 – A completed PADEP Sewage Facilities Planning Module shall be submitted with the preliminary plan application. Prior to submission of the Planning Module to the Township for approval, the planning module shall be approved/executed by the applicant, responsible professional soil scientist, Bucks County Department of Health and Bucks County Planning Commission.
13. §22-721.7 – Suitable septic replacement areas are required in the event the primary sewage disposal system fails. Though the plans show a conceptual backup area for each of the three lots, additional information is required. The on-lot sewage replacement area shall be identified for each lot on the plans and the soil testing shall be approved by the Township and Bucks County Department of Health. An easement deed restricting the sewage replacement area from being built upon shall be provided and shown on the site plan. The sewage replacement area shall be located a minimum of 25 feet from the primary system, and shall not be located directly down slope of the primary system, or within any well isolation area.
14. The following comments related to plan requirements shall be addressed:
 - a. The neighbors within 1,000 feet of the tract shall be notified of any formal preliminary plan submission. (§22-401.8)
 - b. A note shall be added to the plan for the ultimate right-of-way area to be offered for dedication to the authority having jurisdiction at the time of recording. (§22-502.B(20))
 - c. Clear sight lines shall be shown and labeled on the plans for the new driveways.
 - d. There is a tract line through the rear yards of the subject tract. It shall be clarified where the tract line is taken from and the intent to remove the line as part of this Subdivision.
 - e. Additional survey monuments and markers are required in accordance with this section. A written certification letter from a professional land surveyor shall be provided prior to the recording of the plan indicating that they have been installed in accordance with the plan. (§22-716)

- f. The square footage noted on the proposed dwellings shall be updated or clarified.
- g. The owner information for the two properties currently labeled as Prestige Property Partners, shall be updated to reflect the current owners.
- h. Disposition of the dirt path on proposed Lots 2 and 3 shall be noted.
- i. Street Trees are required every 30 feet. (§22-713.4)
- j. The Applicant is responsible for any other required approvals, permits, etc. (i.e., BCPC, BCCD, PADEP, Municipal Authority, Fire Marshal, etc.) as applicable. Copies of these permits and approvals should be submitted to the Township.

If you have any questions regarding the above, please contact this office.

Sincerely,

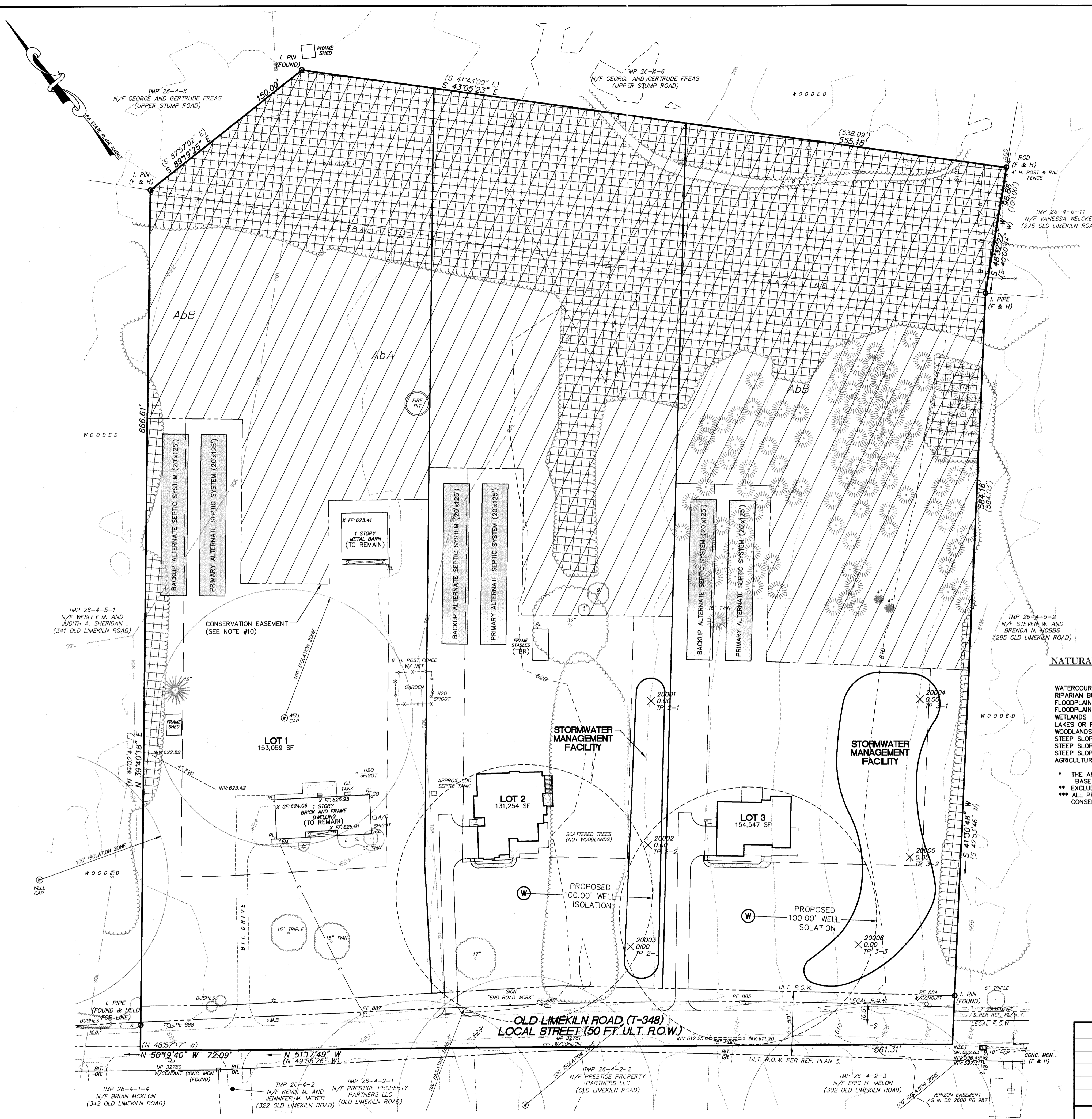


Janene Marchand, P.E.
Project Engineer
Gilmore & Associates, Inc.

JM/tw/sl

Attachment: Sketch Plan

cc: Kelsey Harris, Zoning Officer
Michael Walsh, Executive Assistant
Ryan Cressman, Public Works Superintendent
Peter Nelson, Esq., Grim, Biehn & Thatcher
Jonathan Thomas, Audax Homes, LLC, Applicant
Samuel Costanza, P.E., Van Cleef Engineering Associates
Vinicio & Sharon D'Alessio, Owner, 315 Old Limekiln Road
Craig D. Kennard, P.E., C.O.O., Gilmore & Associates, Inc.
Timothy Wallace, EIT, Gilmore & Associates, Inc.



OWNER OF RECORD:
VINICIO AND SHARON D'ALESSIO
315 OLD LIMCKIL ROAD
CHALFONT, PA 18914

APPLICANT:
AUDAX HOMES, LLC
P.O. BOX 390
DOYLESTOWN, PA 18901

SITE ADDRESS:
315 OLD LIMCKIL ROAD
CHALFONT, PA 18914

MAILING ADDRESS:
1182 WEDGE WAY
MAPLE GLEN, PA 19002-1011

TMP 26-004-005
(DEED) INSTRUMENT 2015040699

- LEGEND**
- ADJOINER BOUNDARY LINE
 - TRACT BOUNDARY LINE
 - ULTIMATE RIGHT OF WAY
 - EXISTING EDGE OF TREES
 - EXISTING WOODLANDS
 - SOIL TYPE
 - SOIL BOUNDARY LINE
 - EXISTING 2' CONTOUR LINE
 - EXISTING 10' CONTOUR LINE
 - EXISTING EDGE OF PAVEMENT
 - EXISTING WELL
 - EXISTING DECIDUOUS TREE
 - EXISTING EVERGREEN TREE
 - PROPOSED SETBACK LINE
 - PROPOSED LOTLINE
 - PROPOSED CONSERVATION EASEMENT
 - PROPOSED WELL
 - PROPOSED PRIMARY AND BACKUP ALTERNATE SEPTIC SYSTEMS

SOILS LEGEND

SYMBOL	NAME	CAPABILITY CLASS
AbA	ABBOTTSTOWN SILT LOAM, 0-3% SLOPES	3 (AG SOIL)
AbB	ABBOTTSTOWN SILT LOAM, 3-8% SLOPES	3 (AG SOIL)

- REFERENCE PLANS:**
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NATURAL RESOURCE PROTECTION

RESOURCE	REQUIRED	PROPOSED
WATERCOURSES	1.00	0.00 AC.
RIPARIAN BUFFER	1.00	0.00 AC.
FLOODPLAIN	1.00	0.00 AC.
FLOODPLAIN (ALLUVIAL) SOILS	1.00	0.00 AC.
WETLANDS	1.00	0.00 AC.
LAKES OR PONDS	1.00	0.00 AC.
WOODLANDS	.80	2.464 AC.
STEEP SLOPES (8%-15%)	.60	2.464 AC.
STEEP SLOPES (15%-25%)	.70	0.00 AC.
STEEP SLOPES (25%+)	.85	0.00 AC.
AGRICULTURAL SOILS	.50	9.913 AC.**

* THE AMOUNT OF LAND IN EACH RESOURCE IS THE TOTAL AMOUNT OF THAT RESOURCE WITHIN THE BASE SITE AREA.
** EXCLUDES AREA COVERED BY EXISTING BUILDINGS AND DRIVEWAY.
*** ALL PROPOSED RESOURCE PROTECTION LAND TO BE CONTAINED WITHIN THE PROPOSED CONSERVATION EASEMENT.

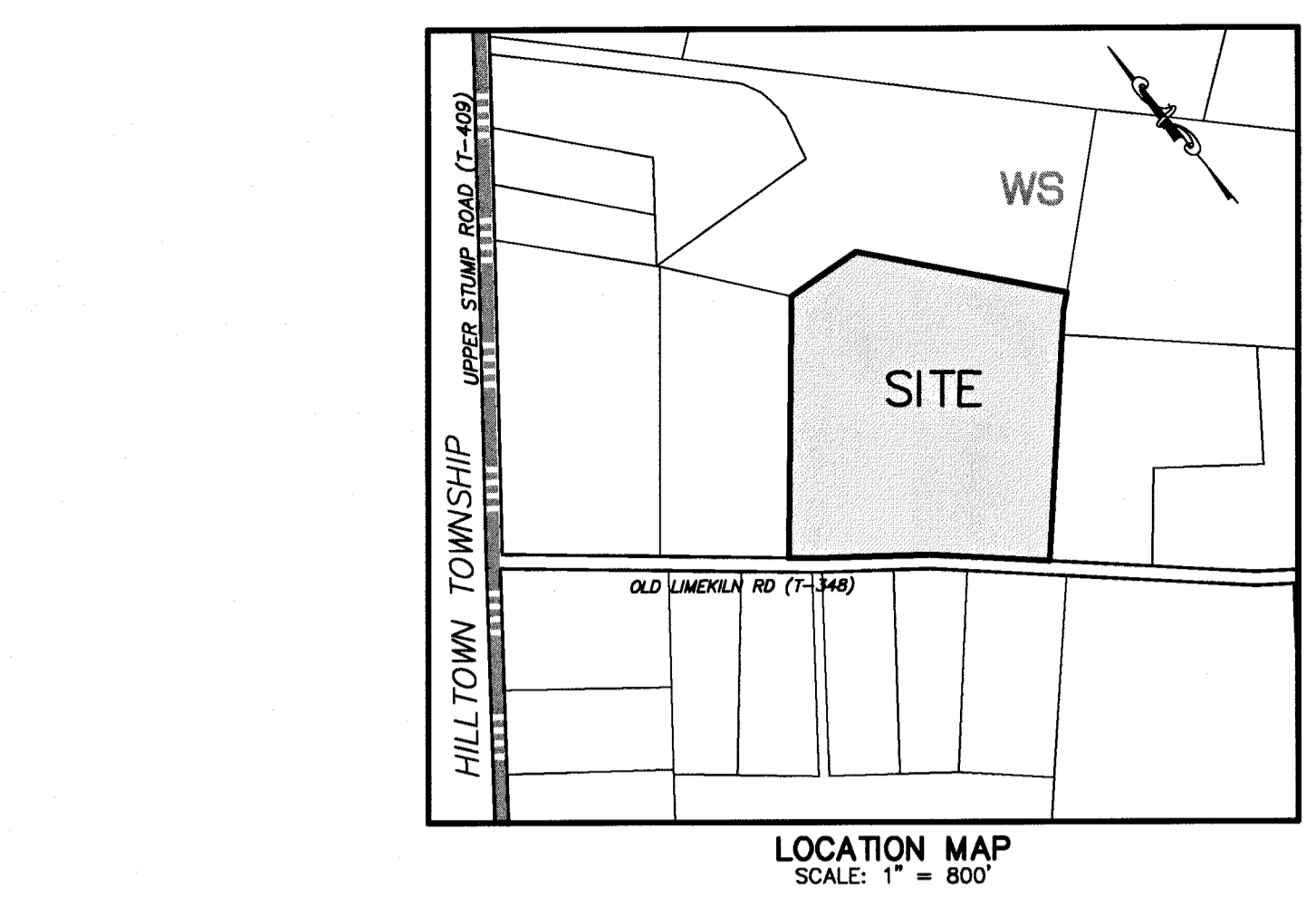
SERIAL NO. 20201391701

811 Before You Dig Anywhere

h... PENNSYLVANIA

STOP! CALL 1-800-242-7776

PA Law requires 3 working days notice before dig activity.
PA ONE CALL SYSTEM, INC.



ZONING DATA

ZONED: WS - WATERSHED
PROPOSED USE: B-1 SINGLE FAMILY DETACHED DWELLING

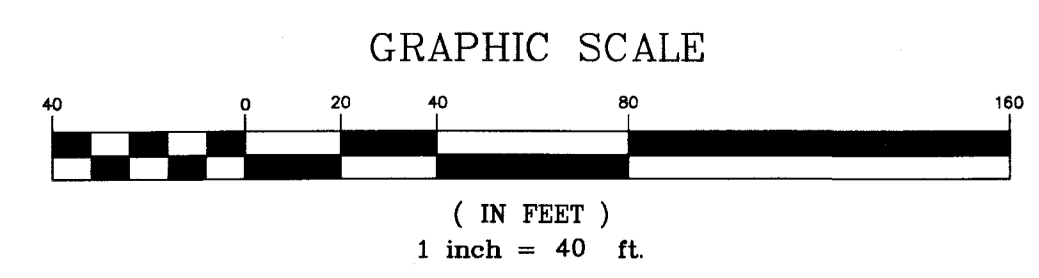
	REQUIRED	LOT 1	LOT 2	LOT 3
MIN. LOT AREA	80,000 SF	153,059 SF	131,254 SF	154,547 SF
MIN. LOT WIDTH (REQ'D BSBL)	175 FT.	220 FT.	188 FT.	230 FT.
MIN. YARDS				
FRONT	100 FT.	100 FT.	100 FT.	100 FT.
SIDE	30 FT.	30 FT.	30 FT.	30 FT.
REAR	60 FT.	60 FT.	60 FT.	60 FT.
MAX. HEIGHT	35 FT.	35 FT.	35 FT.	35 FT.
MAX. BLDG. COVERAGE (DEVELOPER)	4%	<4% (5,250 SF)	<4% (5,250 SF)	<4% (6,182 SF)
MAX. BLDG. COVERAGE (HOMEOWNER)	6%	<6% (9,184 SF)	<6% (7,875 SF)	<6% (9,273 SF)
MAX. IMPERV. COVERAGE (DEVELOPER)	6%	<6% (9,184 SF)	<6% (7,875 SF)	<6% (9,273 SF)
MAX. IMPERV. COVERAGE (HOMEOWNER)	8%	<8% (12,245 SF)	<8% (10,500 SF)	<8% (12,364 SF)
MIN. BLDG. ENVELOPE	10,000 SF	44,545 SF	29,513 SF	32,506 SF

- BASE SITE CALCULATIONS**
- GROSS SITE AREA AS DETERMINED BY AN ON-SITE BOUNDARY SURVEY: 10.674 AC.
 - SUBTRACT LAND WITHIN THE ULTIMATE RIGHT-OF-WAY OF EXISTING ROADS; WITHIN EXISTING UTILITY RIGHTS-OF-WAY OR EASEMENTS; AND/OR WHICH HAS BEEN PRESERVED THROUGH EASEMENT OR OTHER MEANS: -0.599 AC.
 - SUBTRACT LAND WHICH IS NOT CONTIGUOUS, I.E.:
 - (a) A SEPARATE PARCEL WHICH DOES NOT ADJUT OR ADJOIN, NOR SHARE COMMON BOUNDARIES WITH, THE REST OF THE DEVELOPMENT; AND/OR
 - (b) LAND WHICH IS CUT OFF FROM THE MAIN PARCEL BY A ROAD, RAILROAD, EXISTING LAND USE, AND/OR MAJOR STREAM, SO AS TO SERVE AS A MAJOR BARRIER TO COMMON USE AND/OR SO THAT IT IS ISOLATED AND UNAVAILABLE FOR BUILDING PURPOSES. -0.000 AC.
 - SUBTRACT LAND WHICH, IN A PREVIOUSLY APPROVED SUBDIVISION, WAS SET ASIDE, RESERVED, AND/OR RESTRICTED FOR OPEN SPACE, NATURAL RESOURCE PROTECTION, AND/OR RECREATION PURPOSES. -0.000 AC.
 - SUBTRACT LAND USED FOR ANOTHER USE (I.E. LAND WHICH IS USED OR TO BE USED, FOR COMMERCIAL OR INDUSTRIAL USES IN A RESIDENTIAL ZONING DISTRICT OR LOCATED IN A DIFFERENT ZONING DISTRICT THAN THE REST OF THE DEVELOPMENT. -0.000 AC.
- BASE SITE AREA: 10.075 AC.

- GENERAL NOTES**
- THIS MAP REPRESENTS A BOUNDARY SURVEY PERFORMED BY VCEA IN MAY AND JUNE 2020. THE COURSES AND DISTANCES SHOWN IN (PARENTHESES) ARE DERIVED FROM THE DEED OF RECORD.
 - A TOPOGRAPHIC SURVEY WAS PERFORMED BY VCEA IN MAY AND JUNE 2020. THE VERTICAL DATUM IS NAVD 88 BASED ON RTK GPS OBSERVATIONS DERIVED THROUGH THE KEYNETGPS TRIMBLE VRS NETWORK.
 - THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION REGARDING EASEMENTS AND OTHER DOCUMENTS THAT MAY AFFECT THE QUALITY OF TITLE FOR THE SUBJECT PROPERTY WAS OBTAINED FROM A TITLE SEARCH PREPARED BY CHOICE ONE ABSTRACT, INC., AGENT TO COMMONWEALTH LAND TITLE INSURANCE COMPANY, TW FILE# 8535739, FILE# ACCOM315, HAVING A SEARCH DATE ENDING ON MAY 19, 2020.
 - NO CERTIFICATION IS MADE BY VAN CLEEF ENGINEERING ASSOCIATES AS TO THE POSITION OF ANY UTILITIES OR TO THE COMPLETENESS OF ANY UTILITIES SHOWN. ALL CONTRACTORS WORKING ON THIS SITE SHALL COMPLY WITH THE REQUIREMENTS OF ACT 287 OF 1974 AS AMENDED BY ACT 50 OF 2017 (UNDERGROUND UTILITY LINE PROTECTION LAW). VCEA HAS REGISTERED THIS SITE WITH THE PA ONE-CALL SYSTEM ON MAY 18, 2020 (SERIAL NO. 20201391701).
 - THIS SURVEY DOES NOT CERTIFY AS TO THE PRESENCE OR ABSENCE OF UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS.
 - THE ULTIMATE RIGHT OF WAY SHOWN ON THE NORTHEAST SIDE OF OLD LIMCKIL ROAD WAS DERIVED BY PARALLELING THE ULTIMATE R.O.W. PREVIOUSLY DETERMINED ON THE SOUTHWEST SIDE OF OLD LIMCKIL ROAD. (SEE REF. PLAN NO. 5).
 - THIS SURVEY DOES NOT CERTIFY AS TO THE PRESENCE OR ABSENCE OF WETLANDS OR WATERS. THERE ARE NO SHOWN WETLANDS ON THE SUBJECT PROPERTY BASED ON MAPPING FROM THE NATIONAL WETLANDS INVENTORY WEBSITE.
 - THE PARCEL SHOWN HEREON IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA (SFHA) PER FLOOD INSURANCE RATE MAPS (FIRM) PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), BEING PANEL 280 OF 532, MAP NUMBER 420120280J, EFFECTIVE DATE MARCH 16, 2015.
 - SOILS TAKEN FROM NRCS WEBSITE.
 - CONSERVATION EASEMENT CONFIGURATION SUBJECT TO CHANGE PENDING ON-LOT SEWAGE DISPOSAL EVALUATION. THE MINIMUM CONSERVATION EASEMENT AREA REQUIRED/PROVIDED FOR THE SITE IS 4.957 ACRES IN ORDER TO PRESERVE THE REQUIRED AMOUNT OF AGRICULTURAL SOILS.
 - IT IS ANTICIPATED THAT THIS SITE WILL BE SERVED BY ON-LOT WATER AND SEWER FACILITIES.
 - IT IS ANTICIPATED THAT STORMWATER MANAGEMENT WILL BE ACCOMMODATED VIA ON-LOT FACILITIES.
 - IT IS ANTICIPATED THAT WAIVERS WILL BE REQUIRED RELATED TO: LOT DEPTH:WIDTH RATIO FOR ALL 3 LOTS (3:1 PERMITTED, 3.5:1 PROPOSED); PROVIDING ROADWAY WIDENING, CURB AND SIDEWALK.
 - IT IS ANTICIPATED THAT A FEE IN LIEU OF RECREATION LAND WILL BE OFFERED TO NEW BRITAIN TOWNSHIP. A REQUIREMENT OF 5,000 SF (2,500 SF PER NEW DWELLING UNIT) IS REQUIRED.

PLAN NOTATION

ONLY THOSE PLANS WHICH CONTAIN AN IMPRESSED SEAL OR A RED INK SEAL OF THE RESPONSIBLE PROFESSIONAL SHALL BE CONSIDERED VALID. THIS PLAN HAS BEEN SPECIFICALLY PREPARED FOR THE OWNER DESIGNATED HEREON. ANY MODIFICATION, REVISION, DUPLICATION OR USE WITHOUT THE WRITTEN CONSENT OF VAN CLEEF ENGINEERING ASSOCIATES IS PROHIBITED. RELIANCE ON THIS PLAN FOR ANY PURPOSE OTHER THAN THAT WHICH IS INTENDED SHALL BE AT THE SOLE DISCRETION AND LIABILITY OF THE APPLICABLE PARTY.



REVISIONS	AUTH.	DATE	CHECKED BY:	JOB NO.
			SDC	19-06-NBR

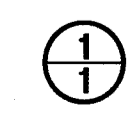
DATE: JULY 8, 2020
SCALE: 1" = 40'
DESIGNED BY: LSM
DRAWN BY: LSM
CHECKED BY: SDC

Van Cleef ENGINEERING ASSOCIATES

801 NORTH MAIN STREET, DOYLESTOWN, PA 18901
WEB: WWW.VANCLEEFENGINEERING.COM
PHONE: (215) 345-1676 FAX: (215) 345-1730

OFFICES THROUGHOUT NJ, EASTERN PA AND DE

SKETCH PLAN
FOR
D'ALESSIO TRACT
TMP 26-004-005
NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA



Consent Agenda Items for the Next Meeting (09/14/20)

1. Joseph G. Murphy has executed a Professional Services Agreement for construction of a swimming pool at 11 Keller Road, TMP #26-004-034-004 in the WS Watershed District, with corresponding legal and engineering escrow of \$5,000.00.
2. An Agreement between Hilltown Township, Hilltown Township Water and Sewer Authority, New Britain Township and Chalfont-New Britain Township Joint Sewer Authority will allow four (4) lots of the Assal/Mill Ridge Subdivision within Hilltown Township to be connected to the system owned and maintained by the Chalfont-New Britain Township Joint Sewer Authority.
3. An Intergovernmental Cooperation Agreement between Hilltown Township and New Britain Township will allow a portion of Mill Ridge Drive within Hilltown Township to be maintained by New Britain Township (to include patching, paving, snow and ice removal, routine maintenance) in consideration of payment of a portion of its corresponding annual Liquid Fuels tax receipts.
4. A First Amendment to Release and Indemnity Agreement between Bucks County, New Britain Township and Chalfont-New Britain Township Joint Sewer Authority (CNBTJSA) will allow CNBTJSA to continue surveying, flagging, and benchmarking on the property at New Galena and Walters Roads, TMP #26-001-049, for a proposed pump station and sewer line, through March 31, 2021.
5. Provco Pinegood Chalfont, LLC has executed Certificate of Completion #4 for the W. Butler Avenue Wawa Project for release of financial security of \$88,632.45, leaving \$431,219.39 remaining.

NEW BRITAIN TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT
(PERMITS)

THIS AGREEMENT made this ____ day of _____, A.D., 20____, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “**Township**”) and **Joseph G. Murphy**, of **11 Keller Road, Chalfont, PA 18914** (hereinafter referred to as “**Developer**”).

W I T N E S S E T H:

WHEREAS, Developer is the applicant for zoning, building, and/or use & occupancy permits concerning certain real estate located at **11 Keller Road, Chalfont, PA 18914**, also known as Bucks County Tax Map Parcel No(s). **26-004-034-004** (hereinafter referred to as the “**Property**”); and

WHEREAS, Developer has presented to the Township plans for the use, development, improvement, construction, and/or occupancy of the Property or structures located thereon (hereinafter referred to as the “**Project**”) in conjunction with the application for this/these permit(s) from the Township (hereinafter referred to as the “**Plans**”), which Plans are hereby incorporated by reference and made a part hereof; and

WHEREAS, Developer has requested and/or requires the Township’s review and/or approval of the Plans in conjunction with the permit application(s); and

WHEREAS, in conjunction with the Project, Developer needs to execute Township forms and documents required by the Township’s review and/or approval of the Plans and/or permit application(s); and

WHEREAS, Developer has requested and/or requires the Township’s inspection and/or

approval of the work undertaken on the Property in conjunction with the requested permit(s); and

WHEREAS, the Township is willing to authorize its professional staff to undertake such review, preparation, inspection, and/or approval upon execution of this Agreement and the deposit of escrow funds in accordance with the current New Britain Township Fee Schedule.

NOW, THEREFORE, the parties agree as follows:

1. Developer and the Township hereby authorize and direct the Township's consulting engineer or his/her designee(s) (hereinafter referred to as "**Engineer**") to review the Plans and to make such recommendations and specifications as may be necessary with respect to such Plans and to make any and all engineering inspections as required by the Township pursuant to its ordinances or codes which in the Engineer's opinion are required in accordance with good engineering practices.

2. Developer and the Township acknowledge that the Township will incur additional engineering, legal, and other costs and fees relating to the review, approval, and inspection of the Plans and Project.

3. Developer shall pay: (a) any and all engineering charges and fees for the review and/or preparation of any and all plans, documents, correspondence, or other materials and matters or issues related to the Plans and/or Project by the Township Engineer; (b) any and all charges and fees for the inspection, monitoring, and/or testing concerning the Project performed in order to insure compliance with all applicable ordinances of the Township or other applicable rules, regulations and statutes; (c) any and all legal charges and fees for the review and/or preparation of any and all plans, documents, correspondence, or other materials and matters or issues related to the Plans and/or Project by the Township Solicitor; and (d) a monthly administrative charge of 10% of billed expenses that are incurred by the Township by reason of

this Contract. All charges and fees shall be paid by Developer as required by the Township and in accordance with Paragraph 4 below. It is understood by its executing this Agreement that the Developer specifically accepts the fee schedules currently in effect.

4. Developer hereby agrees to establish an Escrow Account with the Township by depositing with the Township the sum of **Five Thousand Dollars (\$5,000.00)** payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank as security for the payment of all costs, expenses, charges, and fees as set forth in Paragraph 3 above. This Escrow Account shall be established concurrently with the execution of this Agreement and shall be held in a non-interest-bearing account by the Township.

5. In the event that the balance of the Escrow Account falls below 50% of the original deposit amount, Developer shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the Account to its original balance. In the event that this replenishment is insufficient to pay current Township-incurred expenses, Developer agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to replenishing the Escrow Account to its original balance. The Township will use its best efforts to advise Developer of the impending likelihood that its costs have exceeded the required Escrow Account balance described above.

6. Developer and the Township agree that upon completion or cancellation of the Project, all unused portions of the Escrow Account shall be returned to Developer upon written request to the Township Manager and in accordance with the instructions, if any, with said written request.

7. In the event Developer fails to provide sufficient funds for the Escrow Account as required under this Agreement upon fifteen (15) days written notice to Developer or fails make

the initial deposit payment described above within five (5) days of the date of this Agreement, Developer shall be in default of this Agreement.

8. In the event of Developer's default as described above, the Township may refuse to issue any permit or grant any approval necessary to further improve or develop the subject site until such time as the terms of this Agreement are strictly met by Developer.

9. Developer and the Township further agree that all fees or costs arising out of this Agreement shall be paid prior to the issuance of any permit, occupancy or otherwise, for the use, improvement, or construction of the buildings as proposed on the Plan or for the Project. Developer agrees and acknowledges that no permit, occupancy or otherwise, shall be issued until all outstanding fees and costs due the Township as of the date of the requested Occupancy Permit have been paid and Developer is not in default under this Agreement.

10. Developer may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Township that it does not desire to proceed with the Project and/or Plan. Developer shall be liable to the Township for its costs and expenses incurred to the date and time of the Township's receipt of this cancellation notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.

11. Developer and the Township further agree that the Township shall have the right and privilege to sue Developer or then property owner in assumpsit for reimbursement or to lien the property or both in its sole discretion for any expense in excess of the then current balance of funds in the Escrow Account incurred by the Township and payable by Developer under this Agreement. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

12. Developer and the Township acknowledge that this Agreement represents their

full understanding as to the Township's reimbursement for professional or consultant services.

13. This Agreement shall be binding on and inure to the benefit of the successors and assigns of Developer. The Township shall receive thirty (30) days advance written notice from Developer of any proposed assignment of Developer's rights and responsibilities under this Professional Services Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused their signatures to be affixed and have affixed their hand and seals the day and year first above written.

FOR NEW BRITAIN TOWNSHIP:

Eileen Bradley, Township Manager

FOR APPLICANT:

(Applicant - Print Name)

By:
(Applicant - Signature(s))

(Applicant - Print Name)

By:
(Applicant - Signature(s))

Agreement

by and among

**HILLTOWN TOWNSHIP, HILLTOWN TOWNSHIP WATER & SEWER
AUTHORITY, NEW BRITAIN TOWNSHIP and CHALFONT-NEW BRITAIN
TOWNSHIP JOINT SEWAGE AUTHORITY**

THIS AGREEMENT is made as of the _____ day of _____, 2020, by and among HILLTOWN TOWNSHIP, 13 W. Creamery Rd., P.O. Box 260, Hilltown, PA 18927; HILLTOWN TOWNSHIP WATER AND SEWER AUTHORITY, 316 Highland Park Road, P.O. Box 365, Sellersville, PA 18960 (hereinafter "HTWSA"), NEW BRITAIN TOWNSHIP, 207 Park Avenue, Chalfont, PA 18914 and CHALFONT-NEW BRITAIN TOWNSHIP JOINT SEWAGE AUTHORITY, 1645 Upper State Road; Doylestown, PA 18901 (hereinafter "CNBSA").

WHEREAS, Hilltown Township has granted conditional final conditional land development plan approval for a 4-lot residential subdivision on tax parcel 15-34-142, situate in Hilltown Township, Bucks County, Pennsylvania, as set forth on a subdivision plan prepared by Boucher & James Inc. dated February 28, 2019, last revised October 15, 2019 (which parcel is referred to herein as the "Assal Tract"); and

WHEREAS, the Assal Tract (a/k/a Mill Ridge) is being developed by Hallmark Building Group, Inc. (the "Developer"). The Developer plans to construct sanitary sewer facilities to serve the Assal Tract, all of which will be connected to and served by CNBSA's sanitary sewer system; and

WHEREAS, one of the conditions of Hilltown Township's land development approval for the Assal Tract is an agreement among CNBSA, Hilltown Township, New Britain Township and HTWSA that sewer service for the 4 approved lots on the Assal Tract will be provided by CNBSA. The parties hereto wish to enter into this Agreement for the provision of sanitary sewer facilities and service by CNBSA to the Assal Tract.

NOW THEREFORE, intending to be legally bound, the parties agree as follows:


1. The "Background" recitals set forth above are made a part of this Agreement.
2. CNBSA shall be the sole and perpetual provider of sewer service to the Assal Tract. The sanitary sewer facilities constructed to serve the Assal Tract shall, upon dedication to CNBSA, become part of CNBSA's sanitary sewer system.

3. CNBSA shall operate and maintain the sewer facilities serving the Assal Tract in accordance with CNBSA's rules, regulations orders and decrees including, but not limited to, CNBSA's specifications and regulations for sewer connections, and in compliance with applicable federal, state and local laws. HTWSA assumes no responsibility for constructing, operating, maintaining, regulating or repairing the sanitary sewer facilities serving the Assal Tract. All expenses of connecting the lots of the Assal Tract to the CNBSA sanitary sewer system shall be paid by the Developer including any road repairs required as a result of the installation of the sewer connection.
4. CNBSA shall be entitled to charge its applicable sewer tapping fees and other charges for connection of the Assal Tract to CNBSA's sewer system, which shall be paid by the Developer of the Assal Tract pursuant to a separate agreement between the Developer and CNBSA.
5. As and when necessary, Hilltown Township shall allow for entry and inspection of the sewer connection from the lots of the Assal Tract to the CNBSA sanitary sewer system by authorized employees of CNBSA.
6. The owners of the lots on the Assal Tract shall be deemed sewer customers of CNBSA and said owners shall be responsible for payment of CNBSA's rates and charges for sewer service, and compliance with CNBSA's rules and regulations, all as are now in effect and as may be hereinafter amended.
7. This Agreement does not grant or entitle HTWSA or Hilltown Township any interest in or ownership in any portion of the CNBSA sanitary sewer system. The sanitary sewer regulations and specifications of Hilltown Township and HTWSA shall not apply to the parcels within the Assal Tract.
8. Any agreements between Hilltown Township and HTWSA providing for sanitary sewer service by HTWSA for the Assal Tract are hereby amended to provide that sanitary sewer service for the Assal Tract shall be provided by CNBSA in accordance with this Agreement.
9. Hilltown Township represents that this Agreement does not need to be approved or consented to by the Pemridge Wastewater Treatment Authority.
10. This Agreement applies only to the 4 approved lots for the Assal Tract as described above. No extensions of, or additional connections to, the sewer facilities serving the Assal Tract shall be permitted in Hilltown Township, except by written agreement of all parties hereto. This Agreement shall not change or otherwise affect the rights and responsibilities of the parties hereto except as specified herein.
11. Hilltown Township shall take such steps as are necessary to amend its Act 537 Plan to accommodate this Agreement, if required to do so by the Department of Environmental Protection.


12. This Agreement shall bind the parties and their successors and assigns. This Agreement may be signed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same agreement. A signature delivered hereto by facsimile or in pdf format shall be effective as delivery of an original counterpart.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have signed this Agreement as of the date first set forth above.

HILLTOWN TOWNSHIP

By: 
Print Name: JOHN B. McILHINNEY
Title: CHAIRMAN OF BOARD OF SUPERVISORS
Date: JUNE 23, 2020


HILLTOWN TOWNSHIP
WATER & SEWER AUTHORITY

By: 
Print Name: FRANK BECK
Title: VICE CHAIRMAN
Date: 6/11/2020

NEW BRITAIN TOWNSHIP

By: _____
Print Name: _____
Title: _____
Date: _____

CHALFONT-NEW BRITAIN TOWNSHIP
JOINT SEWAGE AUTHORITY

By: 
Print Name: JOHN E. SCHMIDT
Title: EXECUTIVE DIRECTOR
Date: 5/13/20

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT is made and entered into as of the ____ day of _____, A.D., 2020, by and among **NEW BRITAIN TOWNSHIP**, a Township of the Second Class with offices located at 207 Park Avenue, Chalfont, PA 18914, and **HILLTOWN TOWNSHIP**, a Township of the Second Class, with offices located at 13 West Creamery Road, Hilltown, PA 18927.

WHEREAS, Hallmark Homes - Mill Ridge, LLC, (“*Developer*”) plans to construct a residential land development consisting of eight single-family dwellings on individual lots in New Britain Township and four single-family dwellings on individual lots in Hilltown Township (“*Mill Ridge Development*”); and

WHEREAS, all twelve single-family dwellings are accessed via a cul-de-sac street (“*Mill Ridge Drive*”) off of Curley Mill Road in New Britain Township as depicted in a plan entitled “Major Subdivision Plans—Mill Ridge” prepared by Boucher & James, Inc., dated February 28, 2019, last revised June 2, 2020, consisting of 35 sheets (“*Plan*”); and

WHEREAS, the residential lots identified on the Plan as Lots 1 through 4 and Lots 9 through 12 are located in New Britain Township and the residential lots identified on the Plan as Lots 5 through 8 are located in Hilltown Township, and

WHEREAS, the Plan calls for a number of public improvements in and along Mill Ridge Drive which are proposed for dedication to the municipalities where the improvements are located, to the municipal authorities serving the development and to the Mill Ridge Drive Homeowners’ Association (“*HOA*”);and

WHEREAS, at the completion of the Mill Ridge Development, Developer shall offer for dedication that portion of Mill Ridge Drive in New Britain Township to New Britain and shall offer for dedication that portion of Mill Ridge Drive in Hilltown Township to Hilltown; and

WHEREAS, under the Second Class Township Code, 53 P.S. §65101, *et. seq.*, Hilltown Township and New Britain Township have the authority to enter into intergovernmental cooperation agreements in the exercise of the performance of their respective governmental functions, powers, and responsibilities; and

WHEREAS, Hilltown Township and New Britain Township desire to enter into this Agreement to consolidate the maintenance responsibility of certain public improvements dedicated

to them so as to eliminate duplicative services, increase efficiency, and improve effectiveness of the repair and maintenance of these improvements.

NOW, THEREFORE, in consideration of these purposes and intending to be legally bound hereby, Hilltown Township and New Britain Township agree as follows:

1. New Britain Township will be responsible for maintenance of certain public improvements dedicated to Hilltown Township as part of the Mill Ridge Development. The public improvements in Hilltown Township for which New Britain Township will accept maintenance responsibilities include the maintenance of the Mill Ridge Drive cartway which is contemplated to include the paving, patching, snow and ice removal, and maintenance for signage on Mill Ridge Drive.
2. In consideration for New Britain Township's maintenance of the aforementioned public improvements, Hilltown Township agrees to pay to New Britain Township the portion of its liquid fuels tax receipts solely related to the length of Mill Ridge Road situated within Hilltown Township's municipal boundaries.
3. Specifically exempted from New Britain Township's maintenance requirements are the public improvements to be maintained by the HOA and the individual homeowners, including, but not limited to, the stormwater basins and facilities, sidewalks, and curbs including snow and ice removal from the sidewalks and curbs.
4. Also specifically exempted from New Britain Township's maintenance obligations are the sanitary sewer system which is subject to a separate maintenance agreement executed between Hilltown Township, the Hilltown Township Water and Sewer Authority, New Britain Township, and the Chalfont New Britain Township Joint Sewer Authority.
5. The Plan calls for the installation of two streetlights, one in New Britain Township to be owned and maintained by the Homeowners Association and a second light in Hilltown Township which is owned and maintained by PPL Electric Utilities through taxes collected by Hilltown Township. Absent a request for the formation of a Streetlight District under the Second Class Township Code, 53 P.S. §67002, maintenance of the streetlights shall remain with those respective entities and shall not be the responsibility of New Britain Township.
6. Maintenance of the public improvements by New Britain Township shall be done at the sole discretion and judgment of New Britain Township, provided that the same level of maintenance shall be provided the portion of the road in Hilltown Township that is provided

in New Britain Township. New Britain Township will exercise its best judgment regarding the ongoing maintenance requirements of the public improvements after review by its consultants and staff.

7. By this Agreement, Hilltown Township and New Britain Township will not create a new organizational entity. New Britain Township intends to implement this Agreement into its existing road maintenance schedule as managed by its existing staff and, ultimately, the Board of Supervisors of New Britain Township.
8. Further, by this Agreement, New Britain Township does not intend to purchase any real or personal property in conjunction with the implementation of this Agreement.
9. This Agreement shall renew annually without action of either governing bodies unless either governing body through its duly authorized representative expresses in writing an intent to terminate this Agreement with at least ninety (90) days' notice before the date of termination. In the event of termination of this Agreement, New Britain Township shall receive and Hilltown Township shall pay a pro rate share of the liquid fuels tax receipts for the portion of Mill Ridge Road within Hilltown Township's municipal boundaries for that part of the year New Britain Township maintained the public improvements prior to the termination of this Agreement.
10. Notice under this Agreement shall be provided as follows:

If to New Britain Township:	New Britain Township Attn: Township Manager 207 Park Avenue Chalfont, PA 18914
If to Hilltown Township:	Hilltown Township Attn: Township Manager 13 West Creamery Road Box 260, Hilltown, PA 18927
11. It is expressly understood and agreed that no third party beneficiaries are created by this Agreement.
12. This Agreement sets forth the entire understanding and agreement of the parties hereto with respect to the subject matter set forth herein. There are no other terms, representations, understandings or agreements, oral or otherwise, between the parties, except as herein expressly set forth.

13. Neither party shall assign this Agreement, in whole or any part, to any person or other entity without the prior written consent of the other party.
14. This Agreement shall not be amended or altered except by mutual agreement of both parties hereto expressed in writing and signed by both parties.
15. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, unenforceable, unconstitutional, or void, for any reason, only that provision shall be illegal, invalid, unenforceable, unconstitutional, or void, and the remainder of this Agreement shall be in full force and effect.
16. The signatories below acknowledge that they have been expressly authorized by their duly constituted Board of Supervisors to enter into this Agreement on behalf of Hilltown Township/New Britain Township, as applicable, and to execute this Agreement on behalf of each entity.

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INTERGOVERNMENTAL COOPERATION AGREEMENT

Mill Ridge

NEW BRITAIN TOWNSHIP

By: _____

Attest: _____

HILLTOWN TOWNSHIP

By: _____

John B. McIlhinney, Chairman
Board of Supervisors

Attest: _____

Lorraine E. Leslie,
Township Manager

FIRST AMENDMENT TO RELEASE AND INDEMNITY AGREEMENT

THIS is a first amendment to the RELEASE AND INDEMNITY AGREEMENT dated July 24, 2019 (stamped “Received” by Bucks County General Services on September 4, 2019) made this ___ day of _____, 2020 by and between the County of Bucks (“Grantor”), New Britain Township (“Lessee”) and Chalfont-New Britain Township Joint Sewage Authority (“Grantee”).

BACKGROUND:

- A. Grantor is the owner of property identified as TMP # 26-1-49 with frontage on New Galena Road and Walters Road and located in New Britain Township, Bucks County, Pennsylvania (the “Property”); and
- B. Lessee is the lessee of the Property; and
- C. Grantee has requested the right to enter onto the Property for the purposes of surveying, flagging, marking and setting benchmarks in connection with a proposed pump station and sewer line (the “Permitted Activities”); and
- D. Grantor and Lessee are willing to permit Grantee to enter onto the Property to conduct the Permitted Activities, pursuant to the terms and conditions contained herein and in the Agreement identified below; and
- E. The parties hereto entered into a certain Release and Indemnity Agreement dated July 24, 2019 (“Agreement”) which, among other things, allows Grantee to conduct the Permitted Activities on the Property in connection with Grantee’s contemplation of a possible easement agreement with Grantor for the Property; and
- F. The onset of a pandemic and the ensuing declaration of a disaster emergency on March 6, 2020 (“Declaration”) declared by the Governor of Pennsylvania on such date suspended Permitted Activities on the Property for a period of time; and
- G. The Permitted Activities were eventually commenced, after the Declaration driven delay, but more time is needed to complete the Permitted Activities; and
- H. The Agreement terminates, in the absence of an amendment, on September 30, 2020.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree to amend the Agreement as follows:

- 1. The parties hereby extend the expiration date listed in Paragraphs 1 and 2 of the Agreement to March 31, 2021.
- 2. All other terms of the Agreement, except as set forth in Paragraph 1 of this Amendment, are hereby reaffirmed and ratified by the parties.
- 3. This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the parties have hereto executed this Amendment on the date set forth above.

Attest:

Chalfont-New Britain Township Joint
Sewage Authority

Authorized Representative

Attest:

New Britain Township

Authorized Representative

Attest:

County of Bucks

Authorized Representative

RELEASE AND INDEMNITY AGREEMENT

THIS RELEASE AND INDEMNITY AGREEMENT is made this 24th day of July, 2019 by and between the County of Bucks ("Grantor"), New Britain Township ("Lessee") and Chalfont-New Britain Township Joint Sewage Authority ("Grantee").

BACKGROUND:

- A. Grantor is the owner of property identified as TMP # 26-1-49 with frontage on New Galena Road and Walters Road and located in New Britain Township, Bucks County, Pennsylvania (the "Property"); and
- B. Lessee is the lessee of the Property; and
- C. Grantee has requested the right to enter onto the Property for the purposes of surveying, flagging, marking and setting benchmarks in connection with a proposed pump station and sewer line (the "Permitted Activities"); and
- D. Grantor and Lessee are willing to permit Grantee to enter onto the Property to conduct the Permitted Activities, pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee the right to enter onto the Property in order to conduct the Permitted Activities, during the period beginning at the time this Agreement is fully executed and ending on September 30, 2020 or until such time that the parties hereto enter into an easement agreement for the Property, if any, whichever occurs first. During such period, Grantee and its agents, employees and representatives, shall have the right to enter upon the Property in order to conduct the Permitted Activities, in such manner and using such methods as it deems reasonably necessary, provided the Property is returned to substantially the same condition as existed prior to Grantee's entry; provided further that survey pins and stakes may be installed on the Property and may remain on the Property undisturbed throughout the planning and design of the project and, if subsequently deemed permissible by the parties, through the construction of the pump station, sewer line and appurtenances.
2. Lessee hereby grants to Grantee the right to enter onto the Property in order to conduct the Permitted Activities, during the period beginning at the time this Agreement is fully executed and ending on September 30, 2020 or until such time that the parties hereto enter into an easement agreement for the Property, if any, whichever occurs first. During such period, Grantee and its agents, employees and representatives, shall have the right to enter upon the Property in order to conduct the Permitted Activities, in such manner and using such methods as it deems reasonably necessary, provided the Property is returned to substantially the same condition as existed prior to Grantee's entry; provided further that survey pins and stakes may be installed on the Property and may remain on the

Property undisturbed throughout the planning and design of the project and, if subsequently deemed permissible by the parties, through the construction of the pump station, sewer line and appurtenances.

3. Grantee, on behalf of itself, and its employees, agents, contractors, successors and assigns, hereby agrees to release and forever discharge Grantor and Lessee and their respective board members, employees, agents and contractors from any and all liability, costs, losses, damages, and/or claims related to any condition existing on the Property, and/or any injury to persons and damage to property resulting from any such condition, whether known or unknown. Grantee further agrees to indemnify and defend Grantor and Lessee, and their respective board members, employees, agents, and contractors, and hold the same harmless from and against any and all claims, actions, damages, and/or expenses suffered by them as a result of Grantee's performance of the Permitted Activities on the Property, unless such claims, actions, charges and/or expenses are the result of the gross negligence or willful misconduct of Grantor or Lessee, or their respective employees, agents, contractors, successors and assigns.
4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
5. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the date set forth above.

Attest:

William J. Evans

Chalfont-New Britain Township Joint
Sewage Authority

Joseph T. Bonner Chair
Authorized Representative

Attest:

[Signature]

New Britain Township

A. Tom S. [Signature]
Authorized Representative

[Signature] COUNTY OF BUCKS

[Signature]
Robert G. Loughery, Chairman

[Signature]
Charles A. Martin, Vice Chairman

[Signature]
Diagne M. Ellis-Marseglia, LCSW

[Signature]
Deanna M. Giorno, Chief Clerk

Date



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

September 9, 2020

File No. 17-11069

Eileen M. Bradley, Township Manager
New Britain Township
207 Park Avenue
Chalfont, PA 18914

Reference: Provco Pinegood Chalfont, LLC., Escrow Release #4
525/527 West Butler Avenue, TMP #'s: 26-006-101-004/005/006

Dear Eileen:

We have generated Escrow Release #4 associated with the above-referenced project. A representative from our office performed a site observation of the completed improvements. We have prepared Certificate of Completion #4 in the amount of \$88,632.45 for execution of an officer of Provco Pinegood Chalfont, LLC, which has been signed and can be considered at the Board of Supervisors' next public meeting.

We recommend the release of the funds as delineated on the attached breakdown and which equal Eighty-Eight Thousand Six Hundred Thirty-Two Dollars and Forty-Five Cents (\$88,632.45) to Provco Pinegood, Chalfont LLC. The total escrow remaining for the project is \$431,219.39.

If you have any questions regarding the above, please contact this office.

Sincerely,

A handwritten signature in black ink that reads "Janene Marchand".

Janene Marchand, P.E.
Township Engineer
Gilmore & Associates, Inc.

JM/SW/sl

Enclosures: as referenced

cc: Michael Walsh, Executive Assistant
Kelsey Harris, Zoning Officer
Peter Nelson, Esquire, Grim, Biehn & Thatcher
Craig D. Kennard, P.E., Chief Operating Officer, Gilmore & Associates, Inc.
Jerry O'Donnell, Gilmore & Associates, Inc.

ESCROW STATUS REPORT



SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Wawa - W. Butler Ave.	TOTAL CONSTRUCTION:	\$642,067.44	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$	98,480.50
PROJECT NO.:	17-11089	TOTAL CONSTRUCTION CONTINGENCY (10%):	\$	RETAINAGE THIS RELEASE:	\$	9,848.05
PROJECT OWNER:	Provoce Pinegood Chaffont, LLC	TOTAL ENG/INS/PLEGAL:	\$64,206.74	AMOUNT OF THIS RELEASE:	\$	88,632.45
MUNICIPALITY:	New Britain Township	TOTAL ESCROW POSTED:	\$770,480.92	TOTAL ESCROW REMAINED TO DATE:	\$	339,261.53
ESCROW AGENT:	Firstrust Bank	TOTAL ESCROW REMAINING:		TOTAL CONSTRUCTION CONTINGENCY (10%):	\$	431,219.39
TYPE OF SECURITY:	Letter of Credit	TOTAL CONSTRUCTION CONTINGENCY (10%):		TOTAL ENG/INS/PLEGAL:	\$	64,206.74
AGREEMENT DATE:	March 16, 2020	TOTAL RETAINAGE TO DATE:		TOTAL RETAINAGE TO DATE:	\$	37,695.73
RELEASE NO.:	4	TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$	270,950.19
RELEASE DATE:	September 9, 2020					

ESCROW TABULATION				CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 5
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	
I. CLEARING										
1. Remove Trees	LS	1	\$10,000.00	\$10,000.00	1.00	\$10,000.00				
2. Remove Building	LS	1	\$20,000.00	\$20,000.00	1.00	\$20,000.00				
3. Remove Pavement	SY	2,508	\$3.00	\$7,524.00	2,508.00	\$7,524.00				
4. Remove Concrete	SF	1,130	\$0.75	\$847.50	1,130.00	\$847.50				
5. Well Removal	EA	2	\$500.00	\$1,000.00	2.00	\$1,000.00				
II. EROSION & SEDIMENT CONTROLS										
1. Construction Entrance	EA	2	\$3,500.00	\$7,000.00	2.00	\$7,000.00				
2. 12" Silt Soxx	LF	1,163	\$4.25	\$4,942.75	1,163.00	\$4,942.75				
3. 18" Silt Soxx	LF	348	\$7.50	\$2,610.00	348.00	\$2,610.00				
4. 32" Silt Soxx	LF	425	\$11.33	\$4,815.25	425.00	\$4,815.25				
5. Tree Protection Fence	LF	564	\$2.25	\$1,269.00	564.00	\$1,269.00				
6. Stabilize Topsoil Stockpile	LS	1	\$1,500.00	\$1,500.00	1.00	\$1,500.00				
7. Erosion Control Matting - SC150	SF	23,549	\$0.21	\$4,945.29	23,549	\$4,945.29				
8. Inlet Capping	EA	10	\$150.00	\$1,500.00	10.00	\$1,500.00				
9. Concrete Washout	EA	1	\$3,500.00	\$3,500.00	1.00	\$3,500.00				
10. Temporary Seeding	SF	69,696	\$0.03	\$2,090.88	69,696	\$2,090.88				
11. Permanent Seeding	SF	69,696	\$0.07	\$4,878.72	69,696	\$4,878.72				
12. Topsoil Stockpiling	LS	1	\$1,500.00	\$1,500.00	1	\$1,500.00				
13. Pumped Water Filter Bag	EA	1	\$500.00	\$500.00	1	\$500.00				
14. Dust Control and Street Maintenance	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00				
15. E&S Maintenance and Removal	LS	1	\$3,000.00	\$3,000.00	1	\$3,000.00				
III. EARTHWORK										
1. Strip Topsoil	CY	3,540	\$2.50	\$8,850.00	3,540.00	\$8,850.00				
2. Respread Topsoil	CY	3,540	\$2.50	\$8,850.00	1,770.00	\$4,425.00	1,770	\$4,425.00		
IV. STORMWATER										
Rain Garden										
1. Excavation	CY	3,945	\$3.00	\$11,835.00	3,945.00	\$11,835.00				
2. Basin Bottom Seeding	SF	2,760	\$0.25	\$690.00			2,760	\$690.00		
3. Underdrain (4" Perforated)	LF	86	\$10.00	\$860.00			86	\$860.00		
4. Underdrain (6" Perforated)	LF	156	\$11.00	\$1,716.00			156	\$1,716.00		
5. Outlet Structure (Type M Inlet)	EA	2	\$2,500.00	\$5,000.00			2	\$5,000.00		

ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Wawa - W. Butler Ave.	TOTAL CONSTRUCTION:	\$642,067.44	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$	96,480.50
PROJECT NO.:	17-11089	TOTAL CONSTRUCTION CONTINGENCY (10%):	\$	RETAINAGE THIS RELEASE:	\$	9,848.05
PROJECT OWNER:	Provoce Phingood Chaffont, LLC	TOTAL ENG/INS/PLEGAL:	64,206.74	AMOUNT OF THIS RELEASE:	\$	88,632.45
MUNICIPALITY:	New Britain Township	TOTAL ESCROW POSTED:	\$770,480.92	TOTAL ESCROW REMAINED TO DATE:	\$	339,261.53
ESCROW AGENT:	Firstrust Bank	TOTAL ESCROW REMAINING:		TOTAL CONSTRUCTION CONTINGENCY (10%):	\$	431,219.39
TYPE OF SECURITY:	Letter of Credit	TOTAL CONSTRUCTION CONTINGENCY (10%):		TOTAL ENG/INS/PLEGAL:	\$	64,206.74
AGREEMENT DATE:	March 16, 2020	TOTAL RETAINAGE TO DATE:		TOTAL RETAINAGE TO DATE:	\$	37,695.73
		RELEASE NO.:	4	TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$	270,950.19
		RELEASE DATE:	September 9, 2020			

ESCROW TABULATION		CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 5	
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
V. STORMWATER AND STORM SEWER									
1. 4" HDPE	LF	109	\$ 10.00	\$ 1,090.00			109	\$1,090.00	
2. 6" HDPE	LF	179	\$ 11.00	\$ 1,969.00	107.00	\$6,986.25	179	\$1,969.00	
3. 15" HDPE	LF	207	\$ 33.75	\$ 6,986.25	207.00	\$11,947.50			
4. 18" HDPE	LF	354	\$ 33.75	\$ 11,947.50	354.00	\$2,754.00			
5. 18" RCP	LF	81	\$ 34.00	\$ 2,754.00	81.00	\$600.00			
6. 12" Flared End Section	LF	1	\$ 600.00	\$ 600.00	1.00	\$1,600.00			
7. 18" Flared End Section	LF	2	\$ 800.00	\$ 1,600.00	2.00	\$1,250.00			
8. 15" Concrete Headwall/Endwall	EA	1	\$ 1,250.00	\$ 1,250.00	1.00	\$3,900.00			
9. 18" Concrete Headwall/Endwall	EA	3	\$ 1,300.00	\$ 3,900.00	3.00	\$7,500.00			
10. Storm Manhole	EA	3	\$ 2,500.00	\$ 7,500.00	10.00	\$15,000.00			
11. Type "C" Inlet	EA	10	\$ 1,500.00	\$ 15,000.00	58.00	\$3,480.00	4	\$6,000.00	
12. Rip Rap Apron	SY	58	\$ 60.00	\$ 3,480.00			8	\$2,400.00	
13. Fabco Inlet Filter Insert	EA	4	\$ 1,500.00	\$ 6,000.00	10.00	\$3,000.00	1	\$50,000.00	
14. Cleanout	EA	18	\$ 300.00	\$ 5,400.00					
15. StormTech UG Basin	LS	1	\$ 100,000.00	\$ 100,000.00	1.00	\$100,000.00			
16. Stone, Planting Soil, Geotextile	LS	1	\$ 50,000.00	\$ 50,000.00					
VI. CONCRETE									
1. 8" Concrete Curb w/4" Stone Base	LF	915	\$ 15.00	\$ 13,725.00	915.00	\$13,725.00			
2. 4" Concrete Sidewalk	SF	3,228	\$ 6.00	\$ 19,368.00	3,228.00	\$19,368.00			
3. Handicap Ramps	EA	5	\$ 2,500.00	\$ 12,500.00	5.00	\$12,500.00			
4. Concrete Monuments	EA	3	\$ 250.00	\$ 750.00			3	\$750.00	
VII. PAVING									
1. Fine Grade and Compact Subgrade	SY	2,108	\$ 1.00	\$ 2,108.00	2,108.00	\$2,108.00			
2. 6" 2A Modified Stone	SY	2,108	\$ 15.00	\$ 31,620.00	2,108.00	\$31,620.00			
3. 4" 25mm Base Course	SY	2,108	\$ 20.00	\$ 42,160.00	2,108.00	\$42,160.00			
5. Sweep and Trak Coat	SY	2,108	\$ 1.00	\$ 2,108.00			2,108	\$2,108.00	
6. 1 1/2" 9.5mm Wearing Course	SY	1,914	\$ 15.00	\$ 28,710.00			1,914	\$28,710.00	
7. Curb and Joint Seal	LS	1	\$ 600.00	\$ 600.00			1	\$600.00	
8. Painted Striping	LS	1	\$ 1,000.00	\$ 1,000.00			1	\$1,000.00	
9. Painted Legends	EA	1	\$ 100.00	\$ 100.00			3	\$375.00	
10. Painted Handicapped Symbols	EA	3	\$ 125.00	\$ 375.00			1	\$425.00	
11. Pavement Markings/Streetprint Crosswalks	LS	1	\$ 425.00	\$ 425.00					
12. Mill and Overlay	SY	584	\$ 10.00	\$ 5,840.00	584.00	\$5,840.00			

ESCROW STATUS REPORT



SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Wawa - W. Butler Ave.	TOTAL CONSTRUCTION:	\$642,067.44	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$	98,480.50
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		RELEASE NO.:	4			
		RELEASE DATE:	September 9, 2020			

ESCROW TABULATION				CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 5
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	
VIII. LANDSCAPING										
1. Evergreen Tree (6'-7')	EA	46	\$ 350.00	\$ 16,100.00			46	\$16,100.00		
2. Evergreen and Deciduous Shrubs (15 - 18")	EA	68	\$ 55.00	\$ 3,740.00			68	\$3,740.00		
3. Evergreen and Deciduous Shrubs (30" - 36")	EA	135	\$ 70.00	\$ 9,450.00			135	\$9,450.00		
4. Groundcover Shrubs (15'-18")	EA	24	\$ 35.00	\$ 840.00			24	\$840.00		
5. Ornamental Grasses	EA	136	\$ 12.00	\$ 1,632.00			136	\$1,632.00		
6. Mulch	SF	8,530	\$ 0.01	\$ 85.30			8530	\$85.30		
7. Escrow for Future Buffer	EA	156	\$ 280.00	\$ 43,680.00			156	\$43,680.00		
IX. MISCELLANEOUS										
1. LED Post Top Phillips Hacco Street Lighting	EA	5	\$ 4,800.00	\$ 24,000.00			5	\$24,000.00		
2. Single LED Lighting	EA	7	\$ 2,500.00	\$ 17,500.00			7	\$17,500.00		
3. Handicap Parking Signs	EA	3	\$ 225.00	\$ 675.00			3	\$675.00		
4. Stop Sign	EA	5	\$ 225.00	\$ 1,125.00			5	\$1,125.00		
5. Traffic Control Signs	EA	15	\$ 100.00	\$ 1,500.00			15	\$1,500.00		
6. Do Not Block Entrance Signs (513, 515, 517, 521 Butler Ave)	EA	4	\$ 200.00	\$ 800.00			4	\$800.00		
7. Trash Can	EA	1	\$ 750.00	\$ 750.00			1	\$750.00		
8. Bench	EA	1	\$ 1,200.00	\$ 1,200.00			1	\$1,200.00		
9. Post & Rail Fence	EA	16	\$ 100.00	\$ 1,600.00			16	\$1,600.00		
10. Existing Basin Improvements (Endwalls and Brush Cleanup)	LS	1	\$ 5,300.00	\$ 5,300.00			1	\$5,300.00		
11. Construction As-Built Plans	LS	1	\$ 5,000.00	\$ 5,000.00			1	\$5,000.00		

For publication in *The Intelligencer* on Thursday, September 17, 2020:

ACCT# 3-086712006

BID NOTICE

NEW BRITAIN TOWNSHIP

New Britain Township, 207 Park Ave., Chalfont, Bucks County, PA 18914, is accepting electronic bids for a 2008 Ford Explorer. Complete specifications and bidder information may be obtained by accessing the website MuniciBid.com.

Bids will be accepted only through the website MuniciBid.com, bidding will run from 10:00 a.m. on Monday, September 21, 2020, to 10:00 a.m. on Friday, October 2, 2020. The contract may be awarded at the Regular Meeting of the Board of Supervisors of New Britain Township on Monday, October 5, 2020 which begins at 7:00 p.m., or as soon as practical thereafter.

New Britain Township reserves the right to reject any and all bids.

Michael Walsh

Executive Assistant

COMPLETED BY THE TOWNSHIP

CH: 1257

APPLICATION # _____

DATE FILED 08/05/20

FEE PAID 1,200.00

REC: 9784

It is the applicant's responsibility to complete all pertinent sections of this form. Please contact the Zoning Officer prior to submittal if you need any assistance.

APPLICATION/APEAL TO ZONING HEARING BOARD
NEW BRITAIN TOWNSHIP
207 PARK AVENUE
CHALFONT, PA 18914
PHONE 215-822-1391 FAX 215-822-6051

1. Date: 7-9-20

2. Classification of Application/Appeal (Check one or more if applicable):

- A. Request for Variance
- B. Request for Special Exception
- C. Other _____

3. Applicant:

- (a) Name: MARIE J. SCHMIDT
- (b) Mailing address: 338 PARK AVE
CHALFONT PA 18914
- (c) Telephone number: 215 822 8119
- (d) State whether owner of legal title, owner of equitable title, or tenant with the permission of owner of legal title: OWNER OF LEGAL TITLE

* Proof of title to the property affected must be available to the Zoning Hearing Board at all hearings.

4. Applicant's attorney, if applicable:

- (a) Name: M/A
- (b) Mailing Address: _____
- (c) Telephone number: _____
- (d) Email Address: _____

5. Property:

(a) Present Zoning Use Classification: VETERINARIAN

(b) Tax Parcel Number: 26011060001? 26-11-66-1

(c) Location (With reference to nearby intersections or prominent features):

PARK AVE & FERRY RD

6. Proposed use of property/construction:

License Massage Therapist # NS6009137
- Myoskeletal Therapy - Kinesis Science
- Myofascial Release

7. Cite specific section(s) of Zoning Ordinance from which relief is being requested:

Section 27-2304

8. Has any previous application/appeal been filed concerning the subject of this appeal? NO

If yes, specify: _____

9. Signs: If appeal is for a commercial use, will a variance for a sign be necessary? YES

If yes, specify: TO PROMOTE BUSINESS

10. List names and addresses of all property owners whose properties are within 500 feet of the property in question. (Supplemental sheets of the same size may be attached)

BRAD HEMMERLY 334 PARK AVE CHALFONT

SALLY GERDING 345 PARK AVE CHALFONT

I (We) hereby certify that the above information is true and correct to the best of my (our) knowledge, information or belief.

Maria J. Schmidt
Signature of Applicant

Signature of Applicant

Commonwealth of Pennsylvania } SS.
County of Bucks

Marie J Schmidt, being duly sworn, according to law, deposes and says that he is the above-named Applicant; that he is authorized to, and does, take this Affidavit on behalf of the Owner, and that the foregoing facts are true and correct.

Sworn to and described before me
This 7th day of June

Thomas L Carr

Notary Public

My Commission expires: 8/29/22

Commonwealth of Pennsylvania - Notary Seal
Thomas L. Carr, Notary Public
Bucks County
My commission expires August 29, 2022
Commission number 1023883
Member, Pennsylvania Association of Notaries

The Zoning Hearing Board functions are as follows:

To hear and decide appeals from a decision or determination of any administrative official in the enforcement of the Zoning Ordinance and its amendments. Such appeals must be made within 30 days after the date of the decision.

To hear and decide Special Exceptions to the terms of the Zoning Ordinance and its amendments as specifically set forth and permitted by the ordinance(s).

To authorize, upon application/appeal, in specific cases, such variance from the terms of the Zoning Ordinance and its amendments, as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the Zoning Ordinance will result in unnecessary hardship and so that the spirit of the Ordinance will be observed and substantial justice done. The burden of proof of the "unnecessary hardship" as defined by the courts shall rest on the applicant. The circumstances must be unique and applicable to the applicant's particular property and no other. The possibility of the applicant's earning a greater financial return if a variance were granted does not in itself constitute sufficient reason for such a variance.

ss:

On this, the 14th day of December, 1988 before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the County of Bucks, State of Pennsylvania,

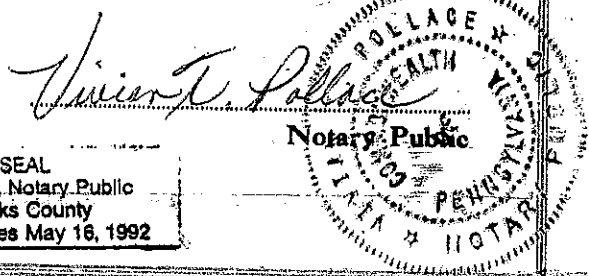
the undersigned Officer,

personally appeared Henry R. Schmidt

known to me (satisfactorily proven) to be the person whose name is (~~are~~) subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public



NOTARIAL SEAL
VIVIAN T. POLLACE, Notary Public
New Hope, Bucks County
My Commission Expires May 16, 1992

DEED

Henry R. Schmidt

to

Henry R. Schmidt and
Marie Schmidt, husband
and wife

Premises: in New Britain
Township, Bucks
County, Pennsylvania

752-S John C. Clark Co., Phila. 1984

Jonathan J. Reiss, Esquire
Baldi & Cepparulo, P.C.
123 West Bridge Street
New Hope, Pa. 18938

DO NOT PUBLISH

085947

1988 DEC 15 A 9:26

THIS DOCUMENT RECORDED
IN COUNTY OF BUCKS, PA.

DEC 15 88

P. O. A. Backus
RECORDER OF DEEDS

The address of the above-named Grantee
is 338 Park Avenue
Chalfont, Pa. 18914
On behalf of the Grantee

DE358-1004

This Indenture Made the *FOURTEENTH* day of

DEC. in the year of our Lord one thousand nine hundred and eighty-eight (1988)

Between Henry R. Schmidt

(hereinafter called the Grantor), of the one part, and

Henry R. Schmidt and Marie Schmidt, husband and wife,

(hereinafter called the Grantees), of the other part,

Witnesseth, That the said Grantor

for and in consideration of the sum of

One Dollar (\$1.00) lawful money of the United States of America, unto him well and truly paid by the said Grantees; at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees, their heirs and assigns,

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in the Township of New Britain, County of Bucks and State Of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point a corner in the middle of Ferry Road in line of lands recently conveyed to Henry and Anne Schmidt; thence along the said Schmidt's land South sixty-two degrees forty-eight minutes East a distance of 946.47 feet; thence along land now or late of David R. Ward South 47° 01' East the distance of 135 feet to a point a corner in lands now or late of Francis Meyers; thence along Meyer's land South 50° 37' feet to a point a corner along the Easterly boundary of an old driveway; thence along the same North 45° 39' West 933.41 feet to a spike in the middle of Ferry Road; thence along the middle of the same North 11° 38' East 50.95 feet to a spike in the road aforesaid; thence North 9° 48' West 49.05 feet to a point a corner and place of beginning. Containing 5.2477 acres of land.

PREMISES "B"

ALL THAT CERTAIN tract or parcel of land with the buildings and improvements thereon erected situate in the Township of New Britain, County of Bucks and state of Pennsylvania, bounded and described according to a plan and survey thereof made August 30, 1947 by Stanley F. Moyer, Registered Professional Engineer and Land Surveyor, Souderton, Pennsylvania, as modified January 12, 1957, as follows to wit:

BEGINNING at a spike in the middle of Ferry Road at a corner of land of David R. Ward, thence along said Ward's land South 47° 01' East 1273.15 feet to an iron pipe; thence North 62° 48' West 946.47 feet to a point in the center of Ferry Road aforesaid; thence North 9° 48' West 364.54 feet to a spike still in the center of Ferry Road; thence North 20° West 80.74 feet to an iron spike and first mentioned point and place of beginning.

Together with all and singular the buildings, woods, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of

the said grantor, as well at law as in equity, of, in, and to the same.

To have and to hold the said lot or piece of ground above described hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns forever.

\$ 0 — MUNICIPAL
TRANSFER TAX PAID

And the said Grantor, for himself, his heirs,

executors and administrators does covenant, promise and agree, to and with the said Grantee, their heirs and assigns, by these presents, that he the said Grantor and his heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against them, the said Grantor and his heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, each, all, or any of them, shall and will by these presents.

WARRANT and forever DEFEND.

In Witness Whereof, the party of the first part has hereunto set his hand and seal. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

Jonathan J. [Signature]

Henry R. Schmidt
Henry R. Schmidt



BEING Tax Parcel Numbers 26-011-066 and 26-011-066-001.

BEING THE SAME PREMISES which Henry R. Schmidt of Montgomery County, Pennsylvania and Anne B. Schmidt, his wife, of Bucks County, Pennsylvania, by Deed dated August 31, 1967, and recorded in Deed Book 1927, Page 13 conveyed unto Henry R. Schmidt of Montgomery County, Pennsylvania.

This transfer is being made from husband to husband and wife.

D2858-1002

Fee Simple Deed

DTA#40612

THIS INDENTURE, MADE this 24th day of June 1998,

BETWEEN HENRY R. SCHMIDT AND MARIE SCHMIDT, HUSBAND AND WIFE
(hereinafter called the Grantors),

HENRY R. SCHMIDT AND MARIE SCHMIDT, HUSBAND AND WIFE
(hereinafter called the Grantees),

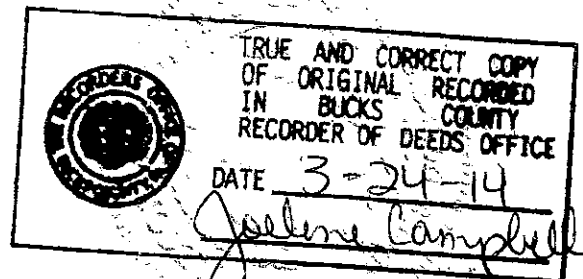
WITNESSETH That the said Grantors for and in consideration of the sum of \$1.00 (ONE DOLLAR AND 00/100) lawful money of the United States of America, unto the Grantors well and truly paid by the Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, released and confirmed, and by these presents doth grant, bargain and sell, release and confirm unto the said Grantees, their heirs and assigns,

ALL THAT CERTAIN tract or parcel of land with the buildings and improvements thereon erected situate in the Township of New Britain, County of Bucks and State of Pennsylvania, bounded and described according to a Plan and Survey thereof made August 30, 1947 by Stanley F. Moyer, Registered Professional Engineer and Land Surveyor, Souderton, Pennsylvania as modified January 12, 1957 as follows, to wit:

BEGINNING at a spike in the middle of Ferry Road at a corner of land now or late of David R. Ward; thence along said land now or late of Ward South 47 degrees 01 minute East 1,273.15 feet to an iron pipe; thence North 62 degrees 48 minutes West 946.47 feet to a point in the center of Ferry Road aforesaid; thence North 09 degrees 48 minutes West 364.54 feet to a spike still in the center of Ferry Road; thence North 20 degrees West 80.74 feet to an iron spike and first mentioned point and place of beginning.

COUNTY PARCEL NUMBER 26-11-66-1

THIS IS A CONVEYANCE FROM HUSBAND AND WIFE TO HUSBAND AND WIFE, AND IS THEREFORE TRANSFER TAX EXEMPT!!!



BK1676 P1546

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, water, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantors, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground above described with the buildings and improvements thereon erected, hereditaments and appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, theirs and assigns forever.

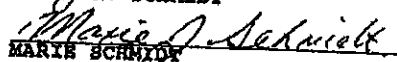
AND the said Grantors, for themselves, their executors, administrators and heirs, do, by these presents, covenant, grant and agree to and with the said Grantees, their heirs and assigns, that the said Grantors, all and singular the hereditaments and premises herein above described and granted or mentioned and intended so to be with the appurtenances, unto the said Grantees, their heirs and assigns against them, the said Grantors, and against all and every person or persons whomsoever lawfully claiming the same or any part thereof, by, from or under or any of them shall and will by these presents WARRANT and forever DEFEND.

IN WITNESS WHEREOF, The said Grantors have caused these presents to be duly executed the day and year first herein above written.

SEALED AND DELIVERED

IN THE PRESENCE OF US:


HENRY R. SCHMIDT (SEAL)


MARIE SCHMIDT (SEAL)

BK 676 101 547

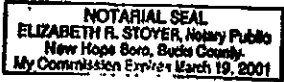
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF BUCKS

(IND)

On this, the 24th day of June 1998,
before me, the undersigned officer,
personally appeared HENRY R. SCHMIDT AND MARIE SCHMIDT
known to me (or satisfactorily proven) to be the person
whose names are subscribed to the within instrument, and
acknowledged that they executed the same for the purposes
therein contained.

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

Elizabeth R. Stoyer
NOTARY PUBLIC



DEED

Henry R. Schmidt and Marie
Schmidt, husband and wife

-to-

Henry R. Schmidt and Marie
Schmidt, husband and wife

PREMISES:

CPN 26-11-66-1
Ferry Road
New Britain Township
Bucks County
Pennsylvania

H 92998
09-22-98 10:25C004 117374
TAX EXEMPT \$0.00
CA \$0.00

The address of the above-named Grantee

is 338 Park Avenue

Chalfont, PA 18914

On behalf of the Grantee

NEW BRITAIN TOWNSHIP DOES NOT CONFIRM
THE ACCURACY OF THE METES AND BOUNDS
DESCRIBED HEREIN.

Deed Registration

New Britain Township

Signature *William B. Padgett*

Date 7-18-98

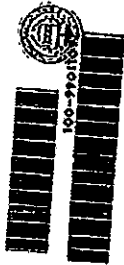
DK1 676 -1540

98 SEP 22 AM 8:52

092998

MAIL

P.C.
500
50B



DOCUMENT RECORDED
COUNTY OF BROWN, PA.

SEP 22 8

SALES & SERVICE
RECORDER OF DEEDS

BK1 676 r01 549

To Those on the New Britain Township Borough Board:

I respectfully request a Non-Compliance Use of property at 340 Park Ave, Chalfont in order to open Strawberry Moon LLC, Holistic Health Center. I look forward to providing the community with relief from common ailments, in which I have been devoted to for the past 6 years.

I treat Conditions/Symptoms such as: Sore Muscles, Anxiety, Pinched Nerves, Stress, Bulging Disc, Bursitis, Carpal Tunnel Syndrome, Pelvic Pain, Plantar Fasciitis, Sciatica, Chronic Pain, Poor Posture, Endometriosis, Fibromyalgia, Frozen Shoulder, Tennis Elbow, Headaches or Migraines, Interstitial Cystitis, Menstrual Problems, TMJ Syndrome, Neck Pain, Whiplash. I also provide Scar Management (hypertonic, hypersensitive, painful, burn scars, mastectomy).

*I work on these conditions by addressing the Myofascial Connective Tissue, Increasing Range of Motion and Strength, Working with Muscles, Tight Ligaments, Fibrous Tissue, Inflamed Tissue, the Parasympathetic Nervous System, and the Lymphatic System.

*Specialized treatment based on each Individual's current condition as established from the information gathered and what I can observe in posture, movement, and palpation of tissue, during consolation session.

*Due to Covid I will operate by Appointment Only between the hours of 9am-6p Tuesday-Friday/ 9am-1pm Sat.

*Adequate Disinfecting/Cleaning of the office space will be performed after each session to prevent the spread of Covid.

*I plan on hiring a receptionist to greet, set up appointments, and handle intake forms. (Making the total number of employees- 1 plus myself.)

*7 parking spots

I have included my Professional State License to practice Massage Therapy within the state of PA, my Business License, my Insurance carrier, as well as Continuing Education Seminars and Courses I've completed.

Please don't hesitate to reach out if there is any additional information you require from me via email: [vitavgold11@gmail.com](mailto:vitagold11@gmail.com) or phone # 267-884-5188 or mail 340 Park Ave Chalfont PA 18914. Thank you for taking my business proposal into consideration.

Sincerely,
Auriel Goldschmidt L.M.T.





19 0877985

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

License Type
Massage Therapist
AURIEL GOLDSCHMIDT
5078 SAGEWOOD CT
DOYLESTOWN, PA 18902

License Status
Active
Initial License Date
06/11/2014

Expiration Date
01/31/2021

License Number
MSG009137

Auriel Goldschmidt
Signature

K. Kelley Spinn
Acting Commissioner of Professional and Occupational Affairs

Cortiva Institute

The Administration of
the Cortiva Institute King of Prussia Campus
does hereby declare that

Auriel Goldschmidt

has completed the 650 clock hour
Professional Massage Therapy Program
Given on the Twentieth day of April, Two Thousand Fourteen

COMTA
COUNCIL ON MASSAGE THERAPY
ACCREDITATION




[Signature]
CAMPUS PRESIDENT/DIRECTOR

[Signature]
DIRECTOR OF EDUCATION/CAMPUS MANAGER

Entity# : 7087901
Date Filed : 07/12/2020
Pennsylvania Department of State

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<input type="checkbox"/> Return document by mail to: auriel goldschmidt Name 5078 sagewood ct, Address doylestown PA 18960 City State Zip Code <input type="checkbox"/> Return document by email to: _____	Certificate of Organization Domestic Limited Liability Company DSCB:15-8821(rev. 2/2017)  8821
---	---

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$125.00

I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of 15 Pa.C.S. § 8821 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation):
Strawberry Moon LLC

2. Complete part (a) or (b) – not both:

(a) The address of the limited liability company's initial registered office in this Commonwealth is:

(post office box alone is not acceptable)

340 Park Ave	Chalfont	PA	18914	Bucks
Number and Street	City	State	Zip	County

(b) name of its commercial registered office provider and the county of venue is:

c/o:

Name of Commercial Registered Office Provider	County
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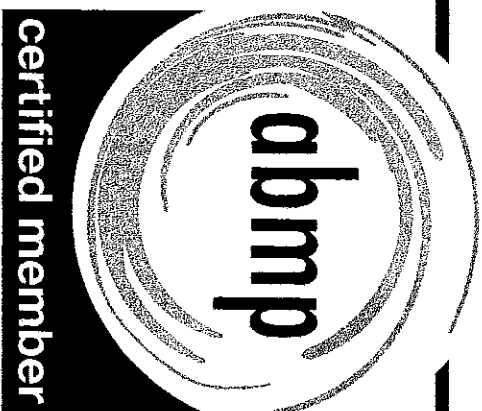
3. The name of each organizer is (all organizers must sign on page 2):

Name	Address
Auriel Goldschmidt	5078 , sagewood ct , PA , United States , 18902

4. Effective date of Statement of Registration (check, and if appropriate complete, one of the following):

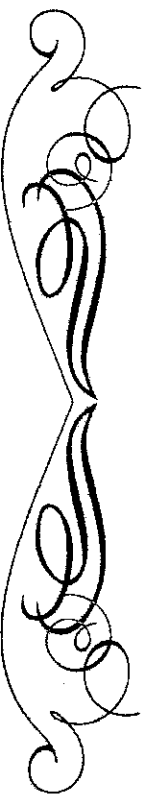
The Certification of organization shall be effective upon filing in the Dept of State.

The Certification of organization shall be effective _____ at _____
on: Date(MM/DD/YYYY) Hour (if any)



This certifies that

Auriel Goldschmidt



is a Certified member in good standing of Associated Bodywork & Massage Professionals.

Certified members have attained ABMP's most stringent membership requirements, including a commitment to lifelong learning through a pledge to continuing professional education. They are required to maintain the highest standards of professional conduct and strictly adhere to the ABMP Code of Ethics.

Member ID No.: 1163364

Loyal Member Since: December 8, 2016

Expiration Date: July 11, 2021

A handwritten signature in cursive script, appearing to read 'Les Sweeney'.

Les Sweeney, BCTMB, President



Certificate of Insurance

OCCURRENCE COVERAGE ABMP In-Dues Liability Program

ABMP MAILING ADDRESS:

Associated Bodywork & Massage Professionals
25188 Genesee Trail Road
Suite 200
Golden, CO 80401

MASTER POLICY HOLDER

Allied Professionals Insurance RPG
AGENT/BROKER

Allied Professionals Insurance Services

ISSUED BY:

Allied Professionals Insurance Company, A
Risk Retention Group, Inc.

POLICY #: API-ABMP-20

LIABILITY LIMITS

(per member)

COMMERCIAL GENERAL LIABILITY

ANNUAL AGGREGATE	\$6,000,000
PER OCCURRENCE LIMIT	\$2,000,000
PRODUCTS-COMP/OP	included
PROFESSIONAL LIABILITY	included
GENERAL LIABILITY	included
FIRE LIABILITY LIMIT	\$100,000

To verify information, contact ABMP. Tel: 303-674-8478 Fax: 303-674-0859

This Policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group. Coverage is afforded to person(s) named herein as Named Insureds according to the terms and conditions of the Policy to which this Certificate refers, subject to limitation by any applicable state licensing laws. No other rights or conditions, except as specifically stated herein, are granted or inferred.

COVERAGES

THIS IS TO CERTIFY THAT THE POLICY OF INSURANCE LISTED ABOVE HAS BEEN ISSUED TO THE INSURED NAMED BELOW. THE INSURED ACTIVE DATE LISTED BELOW APPLIES ONLY TO ELEMENTS OF COVERAGE CONTINUOUSLY IN PLACE SINCE THE INCEPTION OF THE NAMED INSURED'S POLICY. CHANGES TO COVERAGE ARE EFFECTIVE RETROACTIVELY ONLY TO THE DATE THE CHANGE WAS MADE. REPORT IN WRITING WITHIN 48 HOURS ANY & ALL CLAIMS, OR INCIDENTS THAT YOU BELIEVE MAY RESULT IN A CLAIM, EVEN IF GROUNDLESS.

This Certificate, along with the Policy to which it refers, is valid evidence of coverage extended to the Certificate Holder listed below.

ADDITIONAL INSURED:

(with inception date)

Coverage is extended subject to all terms and conditions of the Policy.

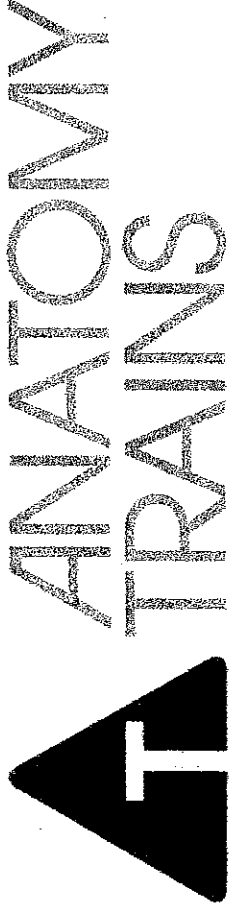
CERTIFICATE HOLDER

(Active Registered Members are on file with the ABMP Membership Director.)

Member/Named Insured:	Auriel Goldschmidt
Membership I.D. #:	1163364
Member/Policy Term Active:	Jul-12-2020
Member/Policy Term Expires:	Jul-11-2021
Total Member Cost:	\$ 229 <small>(ABMP Membership, including Member Liability Coverage)</small>

Authorized Representative

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice for non-payment or 90 days written notice for any other reason to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.



CERTIFICATE OF ATTENDANCE

This is to certify that

Auriel Goldschmidt

has attended the following course

Fascial Dissection

Presented by:

Thomas Myers

Sponsored by Kinesis Inc
Tempe, AZ

January 8-12, 2018

NCBTMB Provider # 053363-00: 40 CEs
IASI Cat 1: 40 CEs

Signed

Name

Date: January 12, 2018

Kinesis Inc

18 Mudfog Lane, Walpole, Maine

Tel: +1-207-563-7121

Certificate of Achievement

Associated Bodywork & Massage Professionals is pleased to verify that

Auriel Goldschmidt

State license: PA MSG009137,

has successfully completed this course:

Body-Mind: Topic 2, Understanding the Body-Mind Effects of Stress

Associated Bodywork & Massage Professionals

25188 Genesee Trail Road, Suite 200

Golden, CO 80401

www.abmp.com

800-458-2267, expectmore@abmp.com

NCBTMB Provider: ABMP

Provider Number: 451086-09

Home Study Online Webinar
Start Date: Jan 08, 2017
Completion Date: Jan 08, 2017
CE Hours: 1.00
Instructor: Til Luchau



A handwritten signature in black ink, appearing to read "Kristin Coverly". The signature is written in a cursive, flowing style.

Kristin Coverly, ABMP Director of
Professional Education

Certificate of Achievement

Associated Bodywork & Massage Professionals is pleased to verify that

Auriel Goldschmidt

State license: PA MSG009137,

has successfully completed this course:

Ethics for the Real World: Part 1

Associated Bodywork & Massage Professionals

25188 Genesee Trail Road, Suite 200
Golden, CO 80401

www.abmp.com

800-458-2267, expectmore@abmp.com

NCBTMB Provider: ABMP

Provider Number: 451086-09



A handwritten signature in black ink, appearing to read "Kristin Covertly".

Kristin Covertly, ABMP Director of
Professional Education

Home Study Online Webinar
Start Date: Jan 06, 2017
Completion Date: Jan 08, 2017
CE Hours: 1.00
Instructor: Til Luchau

Certificate of Achievement

Associated Bodywork & Massage Professionals is pleased to verify that

Auriel Goldschmidt

State license: PA MSG009137,

has successfully completed this course:

Ethics for the Real World: Part 2

Associated Bodywork & Massage Professionals

25188 Genesee Trail Road, Suite 200
Golden, CO 80401

www.abmp.com

800-458-2267, expectmore@abmp.com

NCBTMB Provider: ABMP

Provider Number: 451086-09



Kristin Coverly, ABMP Director of
Professional Education

Home Study Online Webinar
Start Date: Jan 08, 2017
Completion Date: Jan 08, 2017
CE Hours: 1.00
Instructor: Til Luchau

Certificate of Achievement

Associated Bodywork & Massage Professionals is pleased to verify that

Auriel Goldschmidt

State license: PA MSG009137,

has successfully completed this course:

Ethics for the Real World: Part 3

Associated Bodywork & Massage Professionals

25188 Genesee Trail Road, Suite 200
Golden, CO 80401

www.abmp.com

800-458-2267, expectmore@abmp.com

NCBTMB Provider: ABMP

Provider Number: 451086-09



Kristin Coverly, ABMP Director of
Professional Education

Home Study Online Webinar
Start Date: Jan 27, 2017
Completion Date: Jan 31, 2017
CE Hours: 1.00
Instructor: Til Luchau

Certificate of Achievement

Associated Bodywork & Massage Professionals is pleased to verify that

Auriel Goldschmidt

State license: PA MSG009137,

has successfully completed this course:

Ethics for the Real World: Part 4

Associated Bodywork & Massage Professionals

25188 Genesee Trail Road, Suite 200
Golden, CO 80401
www.abmp.com
800-458-2267, expectmore@abmp.com
NCBTMB Provider: ABMP
Provider Number: 451086-09



A handwritten signature in black ink, appearing to read "Kristin Coverly". The signature is written in a cursive style with a prominent initial "K".

Kristin Coverly, ABMP Director of
Professional Education

Home Study Online Webinar
Start Date: Jan 31, 2017
Completion Date: Jan 31, 2017
CE Hours: 1.00
Instructor: Til Luchau

Certificate of Achievement

Associated Bodywork & Massage Professionals is pleased to verify that

Auriel Goldschmidt

State license: PA MSG009137.

has successfully completed this course:

Ethics: Preventing Sexual Misconduct in Massage Therapy

Associated Bodywork & Massage Professionals

25188 Genesee Trail Road, Suite 200

Golden, CO 80401

www.abmp.com

800-458-2267, expectmore@abmp.com

NCBTMB Provider: ABMP

Provider Number: 451086-09



Kristin Coverly, ABMP Director of
Professional Education

Home Study Online Webinar
Start Date: Dec 29, 2018
Completion Date: Jan 07, 2019
CE Hours: 1.00
Instructor: Ben Benjamin

Certificate of Achievement

Associated Bodywork & Massage Professionals is pleased to verify that

Auriel Goldschmidt

State license: PA MSG009137,

has successfully completed this course:

Maintaining Sexual Ethics: Part 2- Protecting Clients

Associated Bodywork & Massage Professionals

25188 Genesee Trail Road, Suite 200
Golden, CO 80401
www.abmp.com
800-458-2267, expectmore@abmp.com
NCBTMB Provider: ABMP
Provider Number: 451086-09

Home Study Online Webinar
Start Date: Jan 31, 2019
Completion Date: Jan 31, 2019
CE Hours: 1.00
Instructor: Anne Williams



A handwritten signature in black ink, appearing to read "Kristin Coverly", is written over a horizontal line.

Kristin Coverly, ABMP Director of
Professional Education

Certificate of Achievement

Associated Bodywork & Massage Professionals is pleased to verify that

Auriel Goldschmidt

State license: PA MSG009137,

has successfully completed this course:

Maintaining Sexual Ethics: Part 3- Protecting Practitioners

Associated Bodywork & Massage Professionals

25188 Genesee Trail Road, Suite 200
Golden, CO 80401

www.abmp.com

800-458-2267, expectmore@abmp.com

NCBTMB Provider: ABMP

Provider Number: 451086-09



Kristin Coverly, ABMP Director of
Professional Education

Home Study Online Webinar
Start Date: Jan 31, 2019
Completion Date: Jan 31, 2019
CE Hours: 1.00
Instructor: Anne Williams

KINESIS

Certificate Of Completion

This is to certify that

Auriel Goldschmidt

has attended the following course

Thomas Myers' Anatomy Trains®
In Structure and Function

With Certified Teacher of Kinesis: Joanna Welch
Sponsored by Kinesis Workshops LLC
Walpole, ME

August 18-21, 2016

NCBTMB Provider #053663-00: 28 CE's



[Signature]
Signature

Date: August 21, 2016

John F. Barnes'

Myofascial Release I

Seminar & Workshop

THIS CERTIFIES THAT

Auriel Goldschmidt, LMT

*Has completed 20 contact hours in theory, practice and clinical application
of Myofascial Release Techniques.*

Approved by the National Certification Board of Therapeutic Massage and Bodywork (NCBTMB) as a continuing education provider, Approval # 025821-00

Dates: March 16 - 18, 2018
Location: Old Greenwich, CT
Category: Live Course



This is not a statement of competence on the part of the participant. Nor does it represent a qualification or imply any association's support for the views of the presenter or sponsor.

Sponsor - John F. Barnes, PT

42 Lloyd Avenue, Malvern, PA 19355
1-800-FASCIAL
seminars@myofascialrelease.com

John F. Barnes'

Myofascial Release II

Seminar & Workshop

THIS CERTIFIES THAT

Auriel Goldschmidt, LMT

*Has completed 20 contact hours in theory, practice and clinical application of
Myofascial Release Techniques.*

Approved by the National Certification Board of Therapeutic Massage and Bodywork (NCBTMB) as a continuing education provider, Approval # 025821-00

Dates: May 4 - 6, 2018
Location: Wilmington, DE
Category: Live Course



This is not a statement of competence on the part of the participant. Nor does it represent a qualification or imply any association's support for the views of the presenter or sponsor.

Sponsor - John F. Barnes, PT

42 Lloyd Avenue, Malvern, PA 19355
1-800-FASCIAL

seminars@myofascialrelease.com

John F. Barnes'

Myofascial Unwinding

Seminar & Workshop

THIS CERTIFIES THAT

Auriel Goldschmidt, LMT

*Has completed 20 contact hours in theory, practice and clinical application of
Myofascial Unwinding Techniques.*

Approved by the National Certification Board of Therapeutic Massage and Bodywork (NCBTMB) as a continuing education provider, Approval # 025821-00

Dates: May 1 - 3, 2018
Location: Wilmington, DE
Category: Live Course



This is not a statement of competence on the part of the participant. Nor does it represent a qualification or imply any association's support for the views of the presenter or sponsor.

Sponsor - John F. Barnes, PT

42 Lloyd Avenue, Malvern, PA 19355
1-800-FASCIAL
seminars@myofascialrelease.com

DIPLOMA

CERTIFIED MYOSKELETAL THERAPIST™

This certificate of achievement declares that

Ariel Goldschmidt

has successfully completed a 26 hour course
(26 CE's) in theory, practice and clinical
application of Erik Dalton's

MYOSKELETAL ALIGNMENT TECHNIQUES



Erik Dalton Ph.D.

Nov. 29 - Dec. 6, 2014 *Costa Rica*

Presenter/Instructor

Date

Workshop Location



Freedom From Pain Institute® is registered with the National Certification Board for Therapeutic Massage and Bodywork (NCBTMB #157428-00) as a continuing education provider, Florida Department of Health (Provider # 50-790) and The BOC (Board of Certification for Athletic Trainers) Provider # PR112. Louisiana Provider #LAP00372. Freedom From Pain Institute, 12101 N. MacArthur Blvd., Suite 404, Oklahoma City, OK, 73162, U.S.A.

Freedom From Pain Institute™

Certificate of Achievement

Associated Bodywork & Massage Professionals is pleased to verify that

Auriel Goldschmidt

State license: PA MSG009137,

has successfully completed this course:

Scar Tissue Management: Part 1- Introduction

Associated Bodywork & Massage Professionals

25188 Genesee Trail Road, Suite 200

Golden, CO 80401

www.abmp.com

800-458-2267, expectmore@abmp.com

NCBTMB Provider: ABMP

Provider Number: 451086-09

Home Study Online Webinar

Start Date: Jul 26, 2020

Completion Date: Jul 26, 2020

CE Hours: 1.00

Instructor: Nancy Keeney Smith, Cathy
Ryan



A handwritten signature in black ink, appearing to read "Kristin Coverly".

Kristin Coverly, ABMP Director of
Professional Education

Certificate of Achievement

Associated Bodywork & Massage Professionals is pleased to verify that

Auriel Goldschmidt

State license: PA MSG009137,

has successfully completed this course:

Scar Tissue Management: Part 2-Clinical Considerations

Associated Bodywork & Massage Professionals

25188 Genesee Trail Road, Suite 200
Golden, CO 80401
www.abmp.com
800-458-2267, expectmore@abmp.com
NCBTMB Provider: ABMP
Provider Number: 451086-09

Home Study Online Webinar
Start Date: Jul 26, 2020
Completion Date: Jul 27, 2020
CE Hours: 1.00
Instructor: Nancy Keeney Smith, Cathy Ryan



A handwritten signature in black ink, appearing to read "Kristin Coverly", is written over a horizontal line.

Kristin Coverly, ABMP Director of Professional Education

Certificate of Achievement

Associated Bodywork & Massage Professionals is pleased to verify that

Auriel Goldschmidt

State license: PA MSG009137,

has successfully completed this course:

Scar Tissue Management: Part 3- Assessment and Treatment Guidelines

Associated Bodywork & Massage Professionals

25188 Genesee Trail Road, Suite 200
Golden, CO 80401
www.abmp.com
800-458-2267, expectmore@abmp.com
NCBTMB Provider: ABMP
Provider Number: 451086-09

Home Study Online Webinar
Start Date: Aug 02, 2020
Completion Date: Aug 04, 2020
CE Hours: 1.00
Instructor: Nancy Keeney Smith, Cathy
Ryan



A handwritten signature in black ink, appearing to read "Kristin Coverly", is written over a horizontal line.

Kristin Coverly, ABMP Director of
Professional Education

ERIC D. SOROKER
10 CALLOWHILL ROAD
NEW BRITAIN, PA 18901-5005

GREGG RUDINSKI
4 FERRY ROAD
DOYLESTOWN, PA 18901

JOHN & DEBORAH ANDERSON
107 HARRISON FORGE COURT
CHALFONT, PA 18914

SARAH GERDING
345 PARK AVENUE
CHALFONT, PA 18914

THOMAS & JOAN BURKE
38 SUNNYBROOK DRIVE
DOYLESTOWN, PA 18901

DANIEL & DINA GOMBA
105 HARRISON FORGE
CHALFONT, PA 18914

CHRISTOPHER & PATRICIA BEGROW
332 PARK AVENUE
CHALFONT, PA 18914

BERNARD & JOAN KRASNISKY
36 SUNNYBROOK DRIVE
DOYLESTOWN, PA 18901

DAVID ELLERSON
103 HARRISON FORGE COURT
CHALFONT, PA 18914

BRAD R. HEMMERLE
334 PARK AVENUE
CHALFONT, PA 18914

ELONA & MARIGLEN PLAKA
102 HARRISON FORGE COURT
CHALFONT, PA 18914

CHARLES & ROSEMARIE LAUER
101 HARRISON FORGE COURT
CHALFONT, PA 18914

HENRY & MARIE SCHMIDT
338 PARK AVENUE
CHALFONT, PA 18914

TIMOTHY ADAMS
104 HARRISON FORGE COURT
CHALFONT, PA 18914

ROBERT & EVETTE RIEGEL
223 EAST FAIRWOOD DRIVE
CHALFONT, PA 18914

KATHARINE BROWN
1 FERRY ROAD
DOYLESTOWN, PA 18901

ROBERT & MICHELLE GALVIN
106 HARRISON FORGE COURT
CHALFONT, PA 18914

MARYBETH MCCABE
221 E FAIRWOOD DRIVE
CHALFONT, PA 18914

BERNARD J. & ROBERTA PICKETT, JR.
15 FERRY ROAD
DOYLESTOWN, PA 18901-5004

DEAN & JESSICA MALIK
115 HARRISON COURT
CHALFONT, PA 18914

JEFFREY & BEVERLY BULL
100 ASPEN COURT
CHALFONT, PA 18914

MICHAEL CARTER
11 FERRY ROAD
DOYLESTOWN, PA 18901

KEVIN & LESLIE GALLAGHER
113 HARRISON FORGE COURT
CHALFONT, PA 18914

BRUCE & REBECCA JACOBS
102 ASPEN COURT
CHALFONT, PA 18914

JOHN J. & PTRICIA CAHILL
19 FERRY ROAD
DOYLESTOWN, PA 18901

ALAN & BONNIE BASEMAN
111 HARRISON FORGE
CHALFONT, PA 18914

JINDONG & YO YAN ZHANG
104 ASPEN COURT
CHALFONT, PA 18914

JEFFREY A. & GAIL HARRIS
16 FERRY ROAD
DOYLESTOWN, PA 18901

JOSEPH & BERNADETTE MCMONAGLE
109 HARRISON FORGE
CHALFONT, PA 18914

JEFFREY KINZER
105 ASPEN COURT
CHALFONT, PA 18914



TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania
Founded: 1723

BOARD OF SUPERVISORS

Helen B. Haun
William B. Jones, III
Gregory T. Hood
Cynthia M. Jones
Mary Beth McCabe

Eileen M. Bradley
Township Manager

June 30, 2020

Marie Schmidt
338 Park Avenue
Chalfont, PA 18914

Re: Change of Non-Conforming Use
338 Park Avenue
TMP# 26-011-066-001
WS (Watershed) Zoning District

Dear Ms. Schmidt,

Our records indicate that you are the owner of record of the property referenced above. This correspondence is in response to a sign that has recently been erected at the property located at 338 Park Avenue (the "Property") advertising the establishment of a personal services business, specifically full body massages and other services, upon the Property. Our records show that you have not received Township approvals that are required to change the use upon the Property.

Please note that the A11 Animal Hospital use was recognized and registered by the Township in 2014 as a *legal non-conforming use* of the Property. No other use of the Property is permitted without first receiving the necessary zoning approvals.

What you have advertised upon the Property is considered a J33 Special Personal Services use which is defined as:

"A retail facility offering massages, psychic readings, body piercing, branding, tattooing, smoking parlor, and/or other similar uses."

If you wish to change the use of the Property you must first receive approval from the New Britain Township Zoning Hearing Board. As per Chapter 27 Zoning, Part 23 Nonconformities, Section 27-2304 of the New Britain Township Codified Ordinance (the "Code"), which states:

"Once changed to a conforming use, no structure or land shall be permitted to revert to a nonconforming use. A nonconforming use may be changed to another nonconforming use only under all of the following conditions:

a. Such change shall be permitted only as a special exception by the Zoning Hearing Board.

b. The applicant shall show that a nonconforming use cannot reasonably be changed to a permitted use.

c. The applicant shall show that the proposed change will be less objectionable in external effects than the existing nonconforming use, with respect to:


- 1. Traffic generation and congestion including truck, passenger car and pedestrian traffic.*
- 2. Noise, smoke, dust, fumes, vapors, gases, heat, odor, glare or vibration.*
- 3. Storage and waste disposal.*
- 4. Appearance."*

Furthermore, if any interior building modifications have begun that may require Township building permits, please allow this letter to serve as a courtesy notice that *construction activity must cease and desist* until all required Township approvals are granted.

For your convenience I have enclosed a copy of the Zoning Officer's non-conformity registration dated April 23, 2014 for you to review. Additionally, I have included an application form for the Township Zoning Hearing Board. I would advise you to consider consulting a land-use attorney before filing your application to ensure you request the necessary relief required. Until you have received the required zoning relief, I would respectfully request that the advertisement sign for the establishment of the J33 Special Personal Services use be removed from the Property immediately.

If you should have any questions regarding the information contained in this letter, please do not hesitate to contact me. Thank you in advance for your prompt attention to this matter.

Respectfully,

A handwritten signature in cursive script that reads "Kelsey Harris".

Kelsey Harris
Zoning Officer
New Britain Township

Cc: Eileen Bradley, Township Manager
Randal J. Teschner, Building Code Official

New Britain Township Certificate of Occupancy

This Certificate Must Be Posted in Public View Within All Non-Residential Buildings.

This shall certify that the premises listed below has received all approvals required New Britain Township for the Use and Occupancy of said premises, pursuant to ICC Code use Group # S-2, and further that a visual inspection of the premises immediately prior to issuance of this certificate has not revealed any building or other township code violations, except as may be noted below.

All occupants of said premises are hereby advised that this Certificate does not guarantee or otherwise warranty any construction work, either directly or by implication, nor assure the quality or completeness of any work performed upon these premises. This Certificate of Occupancy shall become null and void immediately upon any illegal change in use or occupancy, violation of any building or zoning regulation, or upon any construction work being conducted upon the premises without proper municipal permits. This certificate shall expire at change of occupancy. New Britain Township requires annual fire safety inspections on all commercial and institutional properties.

Conditions of approval: None.

Owner/Leasee: Marie Schmidt, 338 Park Avenue, Chalfont, Pa. 18914
Permit Holders Name/Address: Chalfont CVC Veterinary Clinic, Dr. Eileen V. Lindmeier, 1507 Keystone Drive, Hatfield, Pa. 19440
Property Address: 340 Park Avenue, Chalfont, Pa. 18914
Tax Map Parcel #: 26-011-066-001
Permit Number: 2014-6385
Type of Construction: 5B Date of final Inspection: 07/09/14 Description of Building Permit: None
PA UCC Code: Automatic Sprinkler System has been installed: No

July 9, 2014

Date of Approval

Maximum Legal Occupancy Load: N/A Persons.

Randal J. Teschner
Building Code Official

2014-6385

NEW BRITAIN TOWNSHIP

Mailing Address: 207 Park Avenue, Chalfont, PA. 18914

Phone: 215-822-1391 Fax: 215-822-6051

www.newbritaintownship.org

REQUEST FOR USE AND OCCUPANCY CERTIFICATE

The undersigned hereby requests that the Township of New Britain schedule and conduct a visual inspection of the premises located at 338 PARK AVE. CHALFONT. PA. 18914. also known as TMP # 26-011-066-001, as a prerequisite to the issuance of a new or renewed Use and Occupancy Certificate by the township. The undersigned hereby acknowledges that this is a request for a visual inspection only, that New Britain Township does not certify nor guarantee the builders or sellers compliance with any building or other construction codes, and that the Use or Occupancy of the premises prior to the issuance of a valid Use and Occupancy Certificate by New Britain Township is prohibited. Further, the undersigned acknowledges and agrees to permit access both inside and outside of the premises and that a responsible adult over the age of 18 will be present during the inspection.

The undersigned hereby states that he/she is the property owner, or agent authorized to make this request, is aware of the scope* of the inspection to be performed by the township, that the premises is now ready for said inspection, and acknowledges that the township may impose an additional charge of \$ 120. per re-inspection, should it be required.

The undersigned hereby affirms that he/she is not aware of any outstanding zoning or building code violations on the premises, nor other safety related impediments to the issuance of the Use and Occupancy Certificate now being requested.

The undersigned acknowledges that in the event of sale, or re-sale of the premises, that the owner(s) and/or potential purchaser(s) of the premises may proceed to closing or settlement for the premises prior to issuance of a new Use and Occupancy Certificate the township, however, it is understood that use or occupancy of said premises without such certificate is illegal. Per the Pennsylvania Uniform Construction Code as adopted, new residential and commercial Use and Occupancy Certificates will be issued within five business days following the final occupancy inspection.

CALL TO SCHEDULE INSPECTION AT LEAST 2 WEEKS PRIOR TO SETTLEMENT

Acknowledged and agreed this 7 day of MAY, 2014.

Applicant's Name (please print): MARIE J. SCHMIDT

Applicant's Signature: Marie J. Schmidt Phone# 215-822-8119

Name of Seller(s): _____ Phone # _____

Name of Buyer(s): Tenant Eileen Lindmeier Phone # 215-723-54123

For Residential Inspections: The scope of the inspection includes but is not limited to the items described in the Occupancy Inspection Checklist. Copies are available at the Township Office.

===== Applicant - Do not write below this line. =====

Application Received: Time: 1:00 Date: 5/7/14

Inspection Fee Received: \$ 125.00, Check # 13097 Cash: 3768 Receipt # 13097

Township Representative: [Signature]

Revision 09/14/09



Eileen M. Bradley
Township Manager

TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania
Founded: 1723

BOARD OF SUPERVISORS

John A. Bodden, Sr.
Robert V. Cotton
Helen B. Haun
William B. Jones
A. James Scanzillo

April 23, 2014

Henry & Marie Schmidt
338 Park Avenue
Chalfont, PA 18914

**RE: Non-Conformity Application
Tax Map Parcel No. 26-11-66-1**

Dear Mr. & Mrs. Schmidt:

This correspondence shall acknowledge the receipt of a Registration of Existing Non-Conformity application and attached documentation in support of your request to register the above referenced property, located at 338 Park Avenue, New Britain Township.

According to records provided to the Township, a Use A11. Animal Hospital, as described in §27-305.A11 of the New Britain Township Codified Ordinance, adopted August 14, 1995 as Ordinance 8-14-1995, was established at the above named property in or about 1957, and continues presently.

It is the Zoning Officers determination from the above referenced documentation, that the A11. Animal Hospital use had been established before New Britain Township enacted and adopted a Zoning Ordinance.

In conclusion, this letter does hereby register the Animal Hospital on the above named property as an existing legal non-conforming use. There shall be no additional uses, changes in use, expansion, or construction on the property in the future without the appropriate zoning approval.

If you have any questions regarding the above listed information please do not hesitate to contact the Township office.

Sincerely,

Devan Ambron
Zoning Officer

cc: Board of Supervisors
Eileen Bradley, Township Manager



TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania
Founded: 1723

BOARD OF SUPERVISORS

Helen B. Haun
William B. Jones, III
Gregory T. Hood
Cynthia M. Jones
Mary Beth McCabe

Eileen M. Bradley
Township Manager

July 13, 2020

Marie J. Schmidt
338 Park Avenue
Chalfont, PA 18914

Re: Zoning Hearing Board Application
338 Park Avenue
TMP: 26-011-066-001
Watershed (WS) Zoning District

Dear Ms. Schmidt,

This correspondence is in regards to an application to the New Britain Township Zoning Hearing Board (the "ZHB") for a property identified as 338 Park Avenue (the "Property"). Your submission arrived at the Township on July 13, 2020. After review of the submission, I am unable to accept your application to the ZHB at this time. The submission is incomplete and will require further information before I am able to accept it.

A copy of the current deed to the Property is required to accompany all applications to the ZHB. Your submission does not currently include a copy of the deed. If you do not have a copy of the deed in your possession, you can contact the Bucks County Board Recorder of Deeds to obtain one.

Additionally, it is my opinion, based on the information that you have provided regarding the proposed use of the Property, you may need to seek additionally zoning relief. I believe you are proposing a **J33. Special Personal Services** use upon the Property. In accordance with Section 27-305.J33.d of the New Britain Township Codified Ordinance (the "Code"), which states:

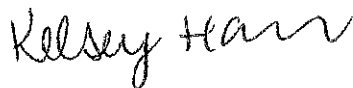
“Any special personal services use shall be a minimum of 1,000 feet from the nearest public or private school, public parks, religious institutions, and residential neighborhoods.”

The Property is located in the Watershed (WS) zoning district and is adjacent only to other residential properties within residential zoning districts. Therefore, I believe you will require a variance from this section.

Lastly, I would like to request that you provide to the Zoning Hearing Board a detailed explanation of the types services you are proposing and day-to-day business operations in association with the J33. Special Personal Services use. With this please include the hours of operations, the number of available parking spaces and total number of employees that will be working at any given time.

Please provide the additional information so that I am able to formally accept the application. It may benefit you to consider consulting with a land use attorney regarding your proposal. Please let me know if you have any additional questions. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Kelsey Harris".

Kelsey Harris
Zoning Officer
New Britain Township

**NEW BRITAIN TOWNSHIP POLICE PENSION PLAN
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2021 MUNICIPAL BUDGET**

A. Normal Cost

1. Normal Cost as a Percent of Payroll	14.604%
2. Estimated 2020 Payroll for Active Participants	\$ <u>1,168,759</u>
3. Normal Cost (A1 x A2)	\$ <u><u>170,686</u></u>

B. Financial Requirement

1. Normal Cost (A3)	\$ 170,686
2. Anticipated Insurance Premiums	0
3. Anticipated Administrative Expense	32,725
4. Amortization Payment, if any	<u>0</u>
5. Financial Requirement (B1 + B2 + B3 + B4)	\$ <u><u>203,411</u></u>

C. Minimum Municipal Obligation

1. Financial Requirement (B5)	\$ 203,411
2. Anticipated Employee Contributions (5.0% of Estimated Payroll)	58,438
3. Funding Adjustment, if any	<u>31,809</u>
4. Minimum Municipal Obligation (C1 - C2 - C3)	\$ <u><u>113,164</u></u>

NOTES:

1. 2021 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
2. Deposit into the Plan's assets must be made by December 31, 2021 to avoid an interest penalty.
3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2021 budget along with an interest penalty.

I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:

Chief Administrative Officer

Date

Prepared using the January 1, 2019 Valuation.

Resolution #2020-17

**NEW BRITAIN TOWNSHIP NON-UNIFORMED EMPLOYEES PENSION PLAN
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2021 MUNICIPAL BUDGET**

A. Normal Cost

1. Normal Cost as a Percent of Payroll	8.076%
2. Estimated 2020 Payroll for Active Participants	\$ <u>1,204,005</u>
3. Normal Cost (A1 x A2)	\$ <u><u>97,235</u></u>

B. Financial Requirement

1. Normal Cost (A3)	\$ 97,235
2. Anticipated Insurance Premiums	0
3. Anticipated Administrative Expense	21,672
4. Amortization Payment, if any	<u>0</u>
5. Financial Requirement (B1 + B2 + B3 + B4)	\$ <u><u>118,907</u></u>

C. Minimum Municipal Obligation

1. Financial Requirement (B5)	\$ 118,907
2. Anticipated Employee Contributions (5.0% of Estimated Payroll)	60,200
3. Funding Adjustment, if any	<u>40,952</u>
4. Minimum Municipal Obligation (C1 - C2 - C3)	\$ <u><u>17,755</u></u>

NOTES:

1. 2021 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
 2. Deposit into the Plan's assets must be made by December 31, 2021 to avoid an interest penalty.
 3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2021 budget along with an interest penalty.
-

I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:

Chief Administrative Officer

Date

Prepared using the January 1, 2019 Valuation.

NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA

RESOLUTION NO. 2020-18
(Duly Adopted: September 14, 2020)

A RESOLUTION OF THE NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS EXTENDING AND READOPTING GUIDELINES AND POLICIES FOR THE OUTDOOR SALES OF FOOD AND MERCHANDISE DURING THE COVID-19 PANDEMIC

WHEREAS, Governor Wolf issued a Proclamation of Disaster Emergency on March 6, 2020, authorizing political subdivisions to act as necessary within the powers conferred by the Proclamation of Disaster Emergency to meet the exigencies of the emergency; and

WHEREAS, on May 1, 2020, the Governor's Office presented a plan entitled Process to Reopen Pennsylvania which will ease social gathering restrictions in phases based upon public health indicators while requiring ongoing compliance with Centers for Disease Control and Pennsylvania Department of Health guidance for social distancing and workplace safety; and

WHEREAS, federal and state health and regulatory agencies have called for the implementation of safety measures, such as increased workplace ventilation, increased physical distance between employees and customers, and alteration of hours based on building size and number of employees;

WHEREAS, such safety measures would be advanced and made more effective by the temporary allowance of outdoor dining and outdoor commercial activity provided such dining and activity occurs consistent with all other state and federal statutes, regulations, and orders;

WHEREAS, the New Britain Township Board of Supervisors adopted Resolution No. 2020-13, a copy of which is attached hereto and incorporated herein, establishing guidelines and policies for outdoor dining and the outdoor sale of merchandise for a period of ninety (90) days; which period of time has run its course; and

WHEREAS, the conditions necessitating the adoption of Resolution No. 2020-13 continue to exist.

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors of New Britain Township, hereby extends and readopts the guidelines and policies for outdoor dining and the outdoor sale of merchandise set forth in Resolution No. 2020-13.

BE IT FURTHER RESOLVED, that the guidelines and policies for outdoor dining and the outdoor sale of merchandise set forth in Resolution No. 2020-13 shall continue unabated until the Board of Supervisors adopts a new Resolution amending, restricting, and/or repealing these guidelines and policies.

NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA
RESOLUTION NO. 2020-18

SO RESOLVED, this 14th day of September, 2020, by the Board of Supervisors of New Britain Township, in lawful session duly assembled.

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

William B. Jones, III, Chairman

Helen B. Haun, Vice Chair

Gregory T. Hood, Member

Cynthia M. Jones, Member

MaryBeth McCabe, Esq., Member

ATTEST

Eileen M. Bradley,
Township Manager/Secretary

NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA

RESOLUTION NO. 2020-13

(Duly Adopted: June 1, 2020)

**A RESOLUTION OF THE NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS
ESTABLISHING GUIDELINES AND POLICIES FOR OUTDOOR SALES OF FOOD
AND MERCHANDISE DURING THE COVID-19 PANDEMIC**

WHEREAS, Governor Wolf issued a Proclamation of Disaster Emergency on March 6, 2020, authorizing political subdivisions to act as necessary within the powers conferred by the Proclamation of Disaster Emergency to meet the exigencies of the emergency; and

WHEREAS, on May 1, 2020, the Governor's Office presented a plan entitled Process to Reopen Pennsylvania which will ease social gathering restrictions in phases based upon public health indicators while requiring ongoing compliance with Centers for Disease Control and Pennsylvania Department of Health guidance for social distancing and workplace safety; and

WHEREAS, federal and state health and regulatory agencies have called for the implementation of safety measures, such as increased workplace ventilation, increased physical distance between employees and customers, and alteration of hours based on building size and number of employees; and

WHEREAS, such safety measures would be advanced and made more effective by the temporary allowance of outdoor dining and outdoor commercial activity provided such dining and activity occurs consistent with all other state and federal statutes, regulations, and orders.


NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors of New Britain Township, hereby establishes the following guidelines and policies for outdoor dining and the outdoor sale of merchandise for a period of ninety (90) days in areas of properties where such activities might otherwise be prohibited by existing Township ordinances and regulations:

1. A business or organization seeking to use outdoor space to conduct commercial activity and/or dining shall be responsible for compliance with all county, state, and federal ordinances, statutes, rules, regulations, and orders, including, but not limited to, those concerning the COVID-19 Pandemic. In particular, the attached Guidelines concerning outdoor dining and retail distributed by the Bucks County Department of Health shall be fully complied with.
2. A business or organization seeking to use outdoor space to conduct commercial activity and/or dining shall be responsible for obtaining permission from the landlord or owner of the property.
3. A business or organization seeking to use outdoor space to conduct commercial activity and/or dining shall provide sufficient parking to meet the needs of its customers.
4. If a business or organization uses part of a sidewalk, the business/organization shall allow sufficient space for pedestrians and handicapped individuals to traverse the sidewalk in compliance with the appropriate social distancing measures.

5. If a business or organization uses spaces in a parking lot, the business/organization shall provide safe separation between its employees/customers and vehicles by the placement of physical barriers visible to drivers such as barricades, walls, or large planters. No handicapped parking area shall be used to conduct outdoor commercial activity or dining.
6. A business or organization seeking to use outdoor space to conduct commercial activity and/or dining shall abide by the nuisance provisions and regulations set forth in the Township Code.
7. A business or organization seeking to use outdoor space to conduct commercial activity and/or dining shall apply for and receive a permit for such activity/dining from the Township prior to establishing this use upon the proposed outdoor space. Along with a completed application prepared upon the appropriate Township form, the applicant shall provide a site plan showing the location of the outdoor space proposed to be used for this activity/dining and compliance with the requirements of this Resolution. If necessary, proof of permission from the landlord or owner of the property shall also be submitted. No fee shall be charged for this permit.
8. This Resolution and its authorization to conduct commercial activity and/or dining in outdoor spaces shall automatically expire ninety (90) days after its effective date. All permits issued under this Resolution shall expire at that time also.

SO RESOLVED, this first day of June, 2020, by the Board of Supervisors of New Britain Township, in lawful session duly assembled.

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**



 William B. Jones, III, Chairman



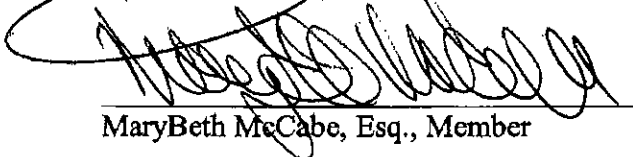
 Helen B. Haun, Vice Chair



 Gregory T. Hood, Member




 Cynthia M. Jones, Member



 MaryBeth McCabe, Esq., Member

ATTEST



 Eileen M. Bradley,
 Township Manager/Secretary

BUCKS COUNTY DEPARTMENT OF HEALTH

OUTDOOR SEATING/DINING GUIDELINES

- Municipalities must approve the plans/seating location first.
- Reservations should be required, if possible. This will help manage congestion if dining must be canceled or reduced due to bad weather.
- Outdoor dining tables will be limited to the ability to social distance. A maximum group of 25 people under yellow guidance does not apply to independent dining numbers (i.e. a facility may have more than 25 patrons), although table size should be limited to 1 family unit.
- Table social distancing should be measured from the backs of the chairs associated with a table to the backs of the chairs at the next closest table.
- Tents or outdoor temporary structures can be used if the tent flaps are open to the outside air at all times and are approved for use by the municipal code enforcement authority
- Bars must remain closed.
- Porta Potties are not allowed, only inside restrooms may be used.
- Restrooms should be cleaned and disinfected every hour on all high touch points and counters.
- No food storage or preparation should be in any walkway that leads to a bathroom.
- All waiters and waitresses should be masked and gloved (with glove changes at consistent intervals.)
- All condiments should be single serve units.
- Any questions on serving drinks to outside tables should be directed to the LCB.
- All menus must be disposable or incorporated into the table or table area (under glass, taped out of reach on a wall, etc.).
- All tables and chairs must be sanitized after every use.
- Considerations for pedestrian traffic must be evaluated to ensure social distancing.

OUTDOOR RETAIL TENT GUIDELINES

- Municipalities must approve the plans/location first.
- 25 person capacity including employees.
- Social distancing must be adhered to.
- All persons including employees must wear masks.
- All sides of the tents must remain up so air can pass through the tent.
- Considerations for pedestrian traffic must be evaluated to ensure social distancing.

Date: September 14, 2020

To: Board of Supervisors
Township Manager

From: Ryan Cressman
Superintendent of Public Works

RE: 2020-21 Consortium Salt Bid Results

Bids were opened for the 2020-21 Consortium Salt on August 25, 2020 by Doylestown Borough, hosting municipality.

There were a total of 4 bids received:

Morton Salt, Inc	Delivered price \$ 47.75 per ton.
Silvi Concrete Products	Delivered price \$ 48.87 per ton.
Eastern Salt Co.	Delivered price \$ 57.00 per ton.
American Rock Salt Co.	Delivered price \$ 68.50 per ton.

My Recommendation would be to award contract to the lowest bidder, MortonSalt, Inc. at \$47.75 per ton delivered. Price last year was \$ 48.50 per ton delivered. Morton has been the low bidder with fairly good delivery times over the past several years.



Department of Public Works

~ Public Service Since 1838 ~

Salt Bid Results for 2020-2021 Season

Bids were opened and publicly read for the purchase of Rock Salt for the 2020-2021 season on Tuesday, August 25, 2020 at 10:00 am. Below is a tabulation of Bids received:

	Delivered Price Per Ton	Undelivered Price Per Ton
1. Morton Salt, Inc	\$ 47.75	\$ 47.00
2. Silvi Concrete Products (DBA Riverside Construction)	\$ 48.87	\$ 48.87
3. Eastern Salt	\$ 57.00	\$ 57.00
4. American Rock Salt	\$ 68.50	\$ 68.50
5. Cargill Deicing Technology	No Bid	
6. Compass Minerals	No Bid	
7. Detroit Salt	No Bid	
8. Haven Salt Company, LLC	No Submission	
9. Oceanport Industries	No Submission	
10. Central Salt, LLC	No Submission	

P.O. Type: All
Range: First to Last
Format: Condensed

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ADTC0005 ADT COMMERCIAL								
	19002249	09/01/20	SECURITY SYSTEM	Open	146.00	0.00		
ADVANO10 ADVANCED COLOR AND GRIND LLC								
	19002251	09/01/20	BLACK MULCH	Open	291.00	0.00		
ALEXA005 ALEXANDER KOMATICK								
	19002195	09/01/20	MEAL REIMBURSEMENT/TRAINING	Open	140.00	0.00		
ARMOU010 ARMOUR & SONS ELECTRIC I								
	19002250	09/01/20	TRAFFIC SIGNAL REPAIRS	Open	2,243.70	0.00		
ATTMO010 AT&T MOBILITY								
	19002248	09/01/20	MOBILE COMMUNICATIONS	Open	413.46	0.00		
ATLAN010 ATLANTIC TACTICAL								
	19002252	09/01/20	UNIFORM	Open	69.99	0.00		
BERGE010 BERGEY'S INC.								
	19002197	09/01/20	REPAIRS/AUGUST 2020	Open	476.51	0.00		
BILLM010 BILL MITCHELL'S AUTO SERVICE I								
	19002247	09/01/20	EMISSION INSPECTIONS	Open	79.14	0.00		
BKS CT BKS CTY COURT REPORTERS, LLC								
	19002196	09/01/20	8/20/2020 FERALL ZONING HRG	Open	175.00	0.00		
BUCKS120 BUCKS COUNTY TMA								
	19002232	09/01/20	TMA BUCKS MEMBERSHIP	Open	909.00	0.00		
CENTR085 CENTRALSQUARE								
	19002253	09/01/20	COMPUTER	Open	2,125.20	0.00		
COHEN COHEN LAW GROUP								
	19002246	09/01/20	COMCAST CABLE FRANCHISE SERV	Open	2,336.55	0.00		
COMCA010 COMCAST								
	19002245	09/01/20	COMCAST	Open	812.73	0.00		
COURT010 COURIER TIMES INC.								
	19002217	09/01/20	ADVERTISEMENTS/JULY 2020	Open	1,016.97	0.00		
DAVID145 DAVID & CHARLOTTE SMALL								
	19002243	09/01/20	ZONING PERMIT FEE REFUND	Open	50.00	0.00		
DUNLA010 dup lapslk								
	19002244	09/01/20	JULY 2020 PAYROLL SERVICES	Open	300.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
EAGLE020 EAGLE POINT GUN	19002198	09/01/20	FIREARMS	Open	6,783.28	0.00		
EASTR005 EAST RIVER ENERGY	19002202	09/01/20	DIESEL FUEL	Open	331.12	0.00		
EUREK010 EUREKA STONE QUARRY INC.	19002242	09/01/20	PATCHING MATERIALS	Open	352.73	0.00		
FEDEX010 FEDEX	19002199	09/01/20	FEDEX EXPRESS SERVICES	Open	41.16	0.00		
GALLS010 GALLS, LLC	19002241	09/01/20	UNIFORM	Open	59.82	0.00		
GEORG040 GEORGE ALLEN PORTABLE TOILETS	19002239	09/01/20	PORTABLE RESTROOMS/PARK	Open	664.00	0.00		
GREAT020 GREATER MONTGOMERY SETTLEMENT	19002240	09/01/20	USE & OCCUPANCY FEE REFUND	Open	75.00	0.00		
HPT HPT SYSTEMS, INC.	19002238	09/01/20	MONTHLY ICLLOUD BACKUP/POLICE	Open	181.80	0.00		
INTEG010 INTEGRATED TURF MANAGEMENT INC	19002237	09/01/20	W.BRANCH PARK/BROADLEAF	Open	715.00	0.00		
KRIST005 KRISTINA YERK	19002231	09/01/20	LAWN SERVICE/DOLLY LANE	Open	60.00	0.00		
MAGLO010 MAGLOLEN	19002234	09/01/20	ANNUAL MEMBERSHIP USER FEES	Open	400.00	0.00		
METRO025 METRO STORAGE NEW BRITAIN LLC	19002235	09/01/20	ESCROW REFUND	Open	12,509.86	0.00		
MONOG005 MONOGRAM CUSTOM POOLS	19002236	09/01/20	SWIMMING POOL ESCROW REFUND	Open	5,953.15	0.00		
NEILS005 NEIL STODDART	19002233	09/01/20	SWIMMING POOL ESCROW REFUND	Open	2,629.49	0.00		
NORTH050 NORTH PENN WATER AUTHORIT	19002230	09/01/20	WATER SERVICE	Open	130.50	0.00		
PECOE020 PECO ENERGY-PAYMENT PROCESSING	19002200	09/01/20	ELECTRIC EXPENSES	Open	2,575.69	0.00		
PREST015 PRESTIGE PROPERTY PARTNERS LLC	19002229	09/01/20	ESCROW REFUND	Open	8,344.94	0.00		
PSATS020 PSATS	19002227	09/01/20	SEMINAR/KELSEY HARRIS	Open	125.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
QUILL010 QUILL CORPORATION	19002228	09/01/20	POLICE OFFICE SUPPLIES	Open	105.72	0.00		
READY005 READY REFRESH BY NESTLE	19002221	09/01/20	BOTTLED WATER	Open	157.38	0.00		
REPUB005 REPUBLIC SERVICES #320	19002223	09/01/20	TRASH REMOVAL	Open	774.29	0.00		
RICHT010 RICHTER DRAFTING & OFFICE SUPP	19002224	09/01/20	MOBILE SHREDDING	Open	110.00	0.00		
RIGGI010 RIGGINS INC.	19002201	09/01/20	FUEL	Open	1,644.71	0.00		
ROADC005 Road-Con, Inc.	19002225	09/01/20	PAYMENT #8	Open	344,399.12	0.00		
ROBER270 ROBERT E. LITTLE, INC.	19002226	09/01/20	REPAIRS	Open	120.96	0.00		
ROTEL005 ROTELLE DEVELOPMENT COMPANY	19002222	09/01/20	ESCROW REFUND	Open	7,000.00	0.00		
SAMUE015 SAMUEL SALTZMAN	19002218	09/01/20	SWIMMING POOL ESCROW REFUND	Open	1,000.00	0.00		
STAND020 STANDARD DIGITAL IMAGING	19002215	09/01/20	WASTE TONER CARTRIDGE/COPIER	Open	46.50	0.00		
STAND015 STANDARD DIGITAL LEASING	19002216	09/01/20	COPIERS/MONTHLY LEASE	Open	616.87	0.00		
STAND010 STANDARD INSURANCE COMPANY	19002220	09/01/20	INSURANCE	Open	3,196.98	0.00		
SUBUR040 SUBURBAN PROPANE-2751	19002219	09/01/20	FUEL	Open	352.60	0.00		
TARGE010 TARGET WORLD INC.	19002214	09/01/20	MEMBERSHIP/J. KARPOVICH	Open	199.00	0.00		
THOMA090 THOMAS J. WALSH III, ESQ.	19002212	09/01/20	ZONING HEARING BOARD FEE	Open	4,432.00	0.00		
THOMA115 THOMAS ROGERSON	19002209	09/01/20	SWIMMING POOL ESCROW REFUND	Open	4,583.62	0.00		
THOMP015 THOMPSON NETWORKS	19002211	09/01/20	MONTHLY FEE/HELP DESK SERVICES	Open	1,273.00	0.00		
TIGER010 TIGER PRINTING GROUP	19002210	09/01/20	FALL/WINTER NEWSLETTER	Open	1,312.57	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
TUSTI005 TUSTIN MECHANICAL SERVICES								
	19002213	09/01/20	A/C UNIT REPAIRS	Open	290.50	0.00		
UNITE010 UNITED INSPECTION AGENCY INC.								
	19002205	09/01/20	OUTSIDE INSPECTIONS	Open	3,395.00	0.00		
VERIZ010 VERIZON								
	19002206	09/01/20	DIGITAL ADAPTERS	Open	172.88	0.00		
VERIZ050 VERIZON WIRELESS								
	19002203	09/01/20	POLICE DEPT	Open	520.17	0.00		
WITME010 WITMER PUBLIC SAFETY GROUP, INC.								
	19002208	09/01/20	UNIFORM/POLICE	Open	298.53	0.00		
WORKP005 WORKPLACE CENTRAL								
	19002207	09/01/20	ADMIN OFFICE SUPPLIES	Open	66.01	0.00		
YCGIN005 YCG, INC.								
	19002204	09/01/20	EQUIPMENT CERTIFIED	Open	1,005.00	0.00		
<hr/>								
Total Purchase Orders:	59	Total P.O. Line Items:	0	Total List Amount:	430,591.20	Total Void Amount:		0.00

**SEPTEMBER 14, 2020
EXPENDITURES PREVIEW APPROVAL**

NBT BOARD OF SUPERVISORS

APPROVED BY THE BOARD OF SUPERVISORS

ATTEST: _____

DATE: _____

P.O. Type: All
Range: First to Last
Format: Condensed

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
MARKS010 MARK S. DUNCAN JR.								
	19002257	09/04/20	MEAL EXPENSE/M. DUNCAN	Open	140.00	0.00		
ROADC005 Road-Con, Inc.								
	19002259	09/04/20	ESTIMATE #9/NESHAMINY TRAILS	Open	116,338.12	0.00		
UNIVE015 UNIVEST BANK								
	19002258	09/04/20	LOAN PAYMENT	Open	2,163.26	0.00		

Total Purchase Orders: 3 Total P.O. Line Items: 0 Total List Amount: 118,641.38 Total Void Amount: 0.00

**SEPTEMBER 14, 2020
EXPENDITURES PREVIEW APPROVAL**

NBT BOARD OF SUPERVISORS

APPROVED BY THE BOARD OF SUPERVISORS

ATTEST: _____

DATE: _____