



TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania
Founded: 1723

BOARD OF SUPERVISORS

Matt West
Township Manager

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

**Board of Supervisors
Regular Meeting Agenda
June 21, 2021**

**6:00 p.m. Executive Session
7:00 p.m. Regular Meeting**

Agenda

1. Call to Order
2. Pledge of Allegiance
3. Announcements from the Chair
 - a. The Board met in Executive Session prior to this meeting to discuss personnel issues and litigation
4. Swearing-in of Police Chief Richard Clowser
5. Public Comment on Non-Agenda Items
6. Approval of Meeting Minutes
 - a. May 17, 2021
 - b. June 7, 2021
7. Public Hearing
 - a. Liquor License Transfer
8. Departmental Reports
 - a. Code Department
 - b. Police Department
 - c. Public Works Department
9. Consideration of Old Business
 - a.
10. Consideration of New Business
 - a. Recognition of Retired Employees
 - b. Resolution 2021-15: Approving the intermunicipal transfer of liquor license number R-781 into New Britain Township from Quakertown Borough.

11. Consent Agenda

- a. Deed of Easement between Bucks County, New Britain Township, & Chalfont-New Britain Township Joint Sewage Authority for property located at the New Galena and Walters Road, TMP #26-001-049 & #26-001-051-001, for installation of a sewer line.
- b. WAWA has executed a Professional Services Agreement for Subdivision/Land Development of 525 West Butler Avenue, TMP #26006-101, with corresponding legal and engineering escrow of \$10,000.00.
- c. Gregory and Kristin Listner have executed a Professional Services Agreement for 121 King Road, TMP #26-004-099, with corresponding legal and engineering escrow of \$5,000.00.
- d. Robert Garbaccio and Krystal Desantis have executed a Stormwater Facilities Operation and Maintenance Agreement for construction of a single-family home for a property on King Road, TMP #26-004-042, with a Stormwater BMP maintenance fee of \$1,495.52.

12. Board of Supervisors Comments

- a. 4th of July Parade Flag Distribution

13. Administration Comments

14. Solicitor and Engineer Comments

15. Public Comment

16. Other Business

17. Payment of Bills

- a. Bills List dated June 9, 2021 in the amount of \$4,540.65 (medical reimbursements).
- b. Bills List dated June 10, 2021 in the amount of \$17,131.11.
- c. Bills List dated June 18, 2021 in the amount of \$22,998.13.

18. Adjournment

*The Next Meeting of the Board of Supervisors of New Britain Township will take place on **Monday, July 19, 2021 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.*



Pittsburgh Office:
610 Smithfield Street 412-456-2001
Suite 300 FAX: 412-456-2019
Pittsburgh, PA 15222 www.flaherty-ohara.com

Ellen M. Freeman, Esq
Direct Dial: 412-535-5100
E-mail Address: ellen@flaherty-ohara.com

Toll Free: 1-866-4BEVLAW
File No. 39093.00016

May 13, 2021

Via Federal Express



New Britain Township
Attn: Matt West, Township Manager
207 Park Avenue
Chalfont, PA 18914

Re: Request for a Public Hearing on the Intermunicipal Transfer of a Liquor License into New Britain Township, Bucks County, Pennsylvania

Dear Mr. West:

I represent and am writing on behalf of Wawa, Inc. (“Wawa”) to request a resolution from New Britain Township (the “Township”) approving the intermunicipal transfer of a Pennsylvania “restaurant” or “R” liquor license from outside the municipality into the Township. Wawa will be constructing a new convenience store located at 525 W Butler Avenue, Chalfont, PA 18914. The new convenience store will include a dining area with a vast array of food options to dine-in or take to-go, as well as an offering of beer and wine which will be sold primarily to-go.

In order to sell beer and wine from its new store in the Township in accordance with its business plan, Wawa must secure a restaurant liquor license. There are no restaurant liquor licenses available to purchase within the Township. As a result, Wawa has entered into an agreement to purchase a liquor license that is currently located in Quakertown Borough, Bucks County. Wawa plans to move the license into the Township with the approval of the Board of Supervisors, and subsequently the Pennsylvania Liquor Control Board (“PLCB”).

Wawa hereby formally requests that the Township schedule a public hearing pursuant to the provisions of Section 461(b.3) of the Liquor Code. The public hearing will be for the purpose of allowing the residents of the Township to voice their recommendations and opinions on the proposed operations of a liquor license by Wawa at its proposed location. After the public hearing, the Township must approve or deny the requested transfer, by way of a resolution or ordinance. The public hearing and subsequent resolution or ordinance must occur within 45 days of receiving this request. If additional time is needed, the Township can elect to extend this time period by 60 days by notifying my office of its election to do so.

To date, the PLCB has approved liquor licenses at seven (7) other Wawa locations. Four (4) of the locations are currently selling beer and wine both for consumption on premises in the

May 13, 2021

Page 2

dining area and “to go.” The other approved licenses are being held in safekeeping with the PLCB pending completion of the stores’ construction or remodeling.

For your convenience and reference, I have enclosed a proposed resolution which the Township has used in responding to requests for intermunicipal transfers. The Pennsylvania Liquor Control Board requires that a resolution approving an intermunicipal transfer must include the following: (1) the name of the applicant (here, Wawa, Inc.); (2) the address to which the license is being transferred (here, 525 W Butler Avenue, Chalfont, PA 18914); (3) the liquor license number (here, R-781); (4) a statement that a public hearing was held on the requested resolution; (5) a statement that proper notice of the hearing was published and (6) the name and address of the current licensee (here, Toms All American, LLC, 85 S West End Blvd, Quakertown Borough, Quakertown, PA).

Further, the Liquor Code requires that notice of the public hearing be published once each week for two successive weeks in a newspaper of general circulation in the municipality. See 47 P.S. §102. Notices must state the time and place of the hearing and the matter to be considered at the hearing (i.e. request by Wawa, Inc. for an intermunicipal transfer of a liquor license). Section 102 also provides that the first publication shall not be more than 30 days before the date of the hearing and the second publication shall not be less than seven (7) days before the date of the hearing.

Finally, pursuant to New Britain Township Resolution No. 2014-16, please find enclosed a check in the amount of \$2,000 made payable to “New Britain Township” and information related to the application as required by Resolution No. 2014-16. At the time of the public hearing, my client and I will present complete information on the proposed operations of Wawa’s new store and answer any questions that the Township and/or its residents might have. However, if there are any additional preliminary questions that you feel would assist the Board of Supervisors in rendering a decision on Wawa’s request, please do not hesitate to reach out to me.

Please email or call me as soon as possible when a hearing date is scheduled in order to be sure my client and I are available to travel to and attend the hearing.

Best regards,



ELLEN FREEMAN, ESQ.

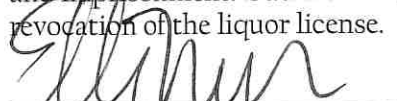
Enc.

Wawa, Inc.

Request for Public Hearing Regarding Intermunicipal Transfer of a Restaurant Liquor License

- A. Applicant: Wawa, Inc.; 260 W Baltimore Pike, Media, PA 19063
 - a. All questions regarding the public hearing and liquor license process and operations should be addressed to Ellen Freeman, Flaherty & O'Hara, PC.
 - b. Any questions regarding Wawa's convenience store operations should be directed to customer service at (800) 444-9292 until the store is open and has its own phone number.
- B. Proposed location: 525 W Butler Avenue, Chalfont, PA 18914
- C. Name of Establishment: Wawa
- D. Type of License: Restaurant Liquor License
- E. See attached addendum.
- F. Applicant has never been cited for any violation of the Pennsylvania Liquor Code.
- G. Proximity Information:
 - a. Nearest Licensed Establishment:
 - i. Giant Food Stores - 4275 County Line Road, Chalfont, PA 18914 (located approximately 500 feet from the proposed location)
 - ii. Fine Wine & Good Spirits - 4275 County Line Road, Chalfont, PA 18914 (located approximately 900 feet from the proposed location)
 - b. Nearest School:
 - i. Chesterbrook Academy Preschool - 1000 Manor Drive, Chalfont, PA 18914 (located approximately 1,000 feet from the proposed location)
 - c. Nearest Park:
 - i. Highlands Park - (located approximately .5 mile from the proposed location)
 - d. Nearest Church:
 - i. Grace Community Church - 300 Highpoint Drive, Chalfont, PA 18914 (located approximately .75 mile from the proposed location)
 - ii. St. Jude Catholic Church - 321 W. Butler Avenue, Chalfont, PA 18914 (located approximately .75 mile from the proposed location)
 - e. Nearest Private Recreation or Amusement Facility:
 - i. Philadelphia Sports Club - 1 Highpoint Drive, Chalfont, PA 18914 (located approximately .75 mile from the proposed location)
- H. Certification is included at the end of this application.
- I. N/A - the Applicant is not requesting the transfer pursuant to an economic development license provisions.

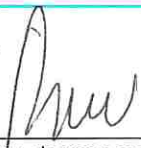
I, Ellen M. Freeman, attorney and representative for the Applicant, Wawa, Inc., hereby certify that the information listed above and in the attached addendums contain true and correct information. I understand that the presentation of false information shall subject the applicant to possible arrest, fines and imprisonment. I acknowledge that submission of false information may constitute grounds for revocation of the liquor license.


Ellen M. Freeman, Esq.

5-13-21
Date

NEW BRITAIN TOWNSHIP
E. M. BRADLEY, TWP. MGR.
207 PARK AVE
CHALFONT, PA 18914

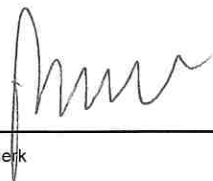
3-086712006
0007393017



I, _____, being duly affirmed according to law, deposes and says that I am the Legal Clerk of INTELLIGENCER INCORPORATED, Publisher of The Intelligencer, a newspaper of general circulation, published and having its place of business at Doylestown, Bucks County, Pa. and Horsham, Montgomery County, Pa.; that said newspaper was established in 1886; that securely attached hereto is a facsimile of the printed notice which is exactly as printed and published in said newspaper on

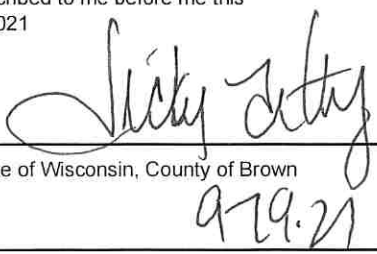
May 27, 2021
June 03, 2021

appears hereto, exactly as published in said newspaper



Legal Clerk

Affirmed and subscribed to me before me this
3rd day of June, 2021



Notary Public, State of Wisconsin, County of Brown

9-19-21

My commission expires

VICKY FELTY
Notary Public
State of Wisconsin

Bucks County

NOTICE

NEW BRITAIN TOWNSHIP LIQUOR LICENSE TRANSFER HEARING

Notice is hereby given that the New Britain Township Board of Supervisors have received a request from Wawa, Inc. seeking approval from the Board of Supervisors for the inter-municipal transfer of a liquor license to the Wawa to be constructed at 525 W. Butler Avenue, Chalfont, PA 18914. Pursuant to State Law, the Board of Supervisors will hold a public hearing concerning this request during its regular public meeting on June 21, 2021, at 7:00 p.m., at the New Britain Township Municipal Building, 207 Park Avenue, New Britain Township, PA. All interested parties are invited to attend and participate in this hearing.

NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS
H. Peter Nelson, Esquire
GRIM, BIEHN & THATCHER,
Solicitors

104 South Sixth Street
P.O. Box 215
Perkasie, PA 18944

21 May 27, Jn 3 7393017

RECEIVED
JUN 07 2021

BY: K.G.



HOME

License Search / Data Export

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LID #	License Number	License Type	Premises / Location	Licensee	Status	Last Issued	Expires
100682	R44214	Restaurant (Liquor)	WAWA 1073 BALTIMORE PIKE MIDDLETOWN TOWNSHIP PA 19053	WAWA INC	Active	Dec 9, 2020	Nov 30, 2021
100686	R45690	Restaurant (Liquor)	WAWA 9101 FRANKFORD AVE PHILADELPHIA PA 19114-2854	WAWA INC	Safekeeping	Dec 10, 2020	Oct 31, 2021
103194	R20702	Restaurant (Liquor)	WAWA INC 296 ROUTE 940 BLAKESLEE PA 18610	WAWA INC	Active	Apr 26, 2021	Sep 30, 2021
103195	R19504	Restaurant (Liquor)	WAWA INC 1139 HORSHAM RD AMBLER PA 19002	WAWA INC	Expired	Sep 23, 2020	Apr 30, 2021
104365	R5432	Restaurant (Liquor)	WAWA INC 201 S CEDAR CREST BLVD EMMAUS PA 18049	WAWA INC	Safekeeping	May 12, 2021	Apr 30, 2022
105092	R1388	Restaurant (Liquor)	WAWA INC 2600 PENROSE AVE PHILADELPHIA PA 19145	WAWA INC	(pending)		Oct 31, 2021
72977	R19720	Restaurant (Liquor)	WAWA 721 NAAMANS CREEK RD CHADDS FORD PA 19317-9030	WAWA INC	Active	Dec 9, 2020	Nov 30, 2021

Records found: 7

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Contact Us | 1-844-767-5475 | ra-licensingmod@pa.gov



Township of New Britain

Office of Code Enforcement

May 2021

PERMITS ISSUED	59
ZONING	12
BUILDING INSPECTION	80
United electrical	20
OCCUPANCY INSPECTIONS	27
RE-INSPECTION	8
COMMERCIAL FIRE INSPECTIONS	1
FIRE CALLS	14
CHALFONT	8
DOYLESTOWN	2
DUBLIN	1
HILLTOWN	3 No Report

CHALFONT FIRE COMPANY
CHIEFS REPORT - May 2021

Total # of Incidents - : 24

Types of Calls

1. Fire	7
2. Rescue and Medical assist	2
3. Hazardous Conditions	1
4. Service calls	1
5. Good Intent Call	3
6. Alarm System Calls	10
7. Special Incident	
8. Severe Weather	

Total Staff Hours for Calls 96:24:00

Alarms per Municipality's

Chalfont Borough	5
Doylestown Borough	
Doylestown Twp.	2
Colmar/Hatfield Twp	2
Hilltown Twp.	1
Montgomery Twp.	2
New Britain Boro	
New Britain Twp.	11
Warwick Twp	
Warrington Twp.	
Buckingham Twp.	
Lansdale	

Training and Maintenance Drills	3	Dublin Boro	1
Total training hours	330	Total Available Points	27
TOTAL STAFF HRS FIRES AND TRAINING		426.24	

Chalfont Chemical Fire Company



Chalfont, PA

This report was generated on 6/1/2021 7:29:18 PM

Incidents per Zone for Date Range

Start Date: 05/01/2021 | End Date: 05/31/2021

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
ZONE: 27 - Chalfont Boro				
2021-06479	745 - Alarm system activation, no fire - unintentional	05/05/2021	90 Hamilton ST	34/74
2021-06489	600 - Good intent call, other	05/05/2021	60 Falcon DR	34/74
2021-06699	600 - Good intent call, other	05/10/2021	59 E Hillcrest AVE	34/74
2021-06944	745 - Alarm system activation, no fire - unintentional	05/14/2021	89 Patriot DR	34/74
2021-07605	745 - Alarm system activation, no fire - unintentional	05/26/2021	144 Park AVE	34/74

Total # Incidents for 27: 5

ZONE: 29 - Doylestown Twp.				
2021-06257	111 - Building fire	05/01/2021	89 Oak DR	34/74
2021-07385	745 - Alarm system activation, no fire - unintentional	05/23/2021	46 Mystic View LN	34/74

Total # Incidents for 29: 2

ZONE: 31 - Dublin Boro				
2021-06363	571 - Cover assignment, standby, moveup	05/03/2021	194 N Main ST	34/74

Total # Incidents for 31: 1

ZONE: 36 - Hilltown Twp.				
2021-07603	111 - Building fire	05/26/2021	39 Hilltown PIKE	34/74

Total # Incidents for 36: 1

ZONE: 47-MT - Montgomery Twp.				
2021-07686	121 - Fire in mobile home used as fixed residence	05/27/2021	125 Parkside CT	34/74
2021-07825	114 - Chimney or flue fire, confined to chimney or flue	05/30/2021	108 Blue Jay WAY	34/74

Total # Incidents for 47-MT: 2

ZONE: 48 - New Britian Twp.				
2021-06375	745 - Alarm system activation, no fire - unintentional	05/03/2021	100 Independance LN	34/74
2021-06377	118 - Trash or rubbish fire, contained	05/03/2021	635 Skunk Hollow RD	34/74
2021-06628	600 - Good intent call, other	05/08/2021	Blackburn Dr/Upper State Rd	34/74
2021-07115	745 - Alarm system activation, no fire - unintentional	05/18/2021	502 New Galena RD	34/74
2021-07183	412 - Gas leak (natural gas or LPG)	05/19/2021	111 Hampshire DR	34/74
2021-07283	322 - Motor vehicle accident with injuries	05/21/2021	Sellersville Rd/ Township Line	34/74
2021-07531	735 - Alarm system sounded due to malfunction	05/26/2021	4359 County Line RD	34/74
2021-07627	352 - Extrication of victim(s) from vehicle	05/27/2021	Creek Rd	34/74

60
60
60

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2021-07705	745 - Alarm system activation, no fire - unintentional	05/28/2021	1500 Anthem WAY	34/74
2021-07779	743 - Smoke detector activation, no fire - unintentional	05/29/2021	201 Park AVE	34/74
2021-07869	735 - Alarm system sounded due to malfunction	05/31/2021	4309 County Line RD	34/74

Total # Incidents for 48: 11

ZONE: 55 - Colmar/Hatfield Twp				
2021-06705	111 - Building fire	05/10/2021	3101 E Walnut St ST	34/74
2021-07881	111 - Building fire	05/31/2021	793 Bethlehem PIKE	34/74

Total # Incidents for 55: 2

TOTAL # INCIDENTS: 24

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



DOYLESTOWNFRA

Incidents For New Britian Township

Alarm Date Between {05/01/2021} And {05/31/2021}

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
21-0007088-000	05/18/2021	08:01:00	36 CHAPMAN RD	745 Alarm system activation, no
21-0007118-000	05/18/2021	15:24:00	36 CHAPMAN RD	745 Alarm system activation, no

Total Incident Count 2

DUBLIN VOLUNTEER FRIE COMPANY

Month:

May 2021

FIRE CALLS ANSWERED		OTHER PERTINENT INFORMATION	
Apartment			
Assists			
Engine		Time in Service	8 Hrs 3 Mins
Field		Total Man Hours	57 Hrs 42 Mins
Full Company	1	Average Call Length	34 Mins
Ladder			
Rescue			
Squad	1		
Tanker	1	Total Personnel	98
Air Medical Evacuation		Average Personnel per Call	7
Alarm System	2		
Auto Extrication			
Auto Response	3	Borough/Township	
Barn			
Brush		Bedminister Township	7
Building		Dublin Borough	2
Chimney		East Rockhill Township	2
CO Alarm	1	Hilltown Township	
Control Burn		New Britain Township	1
Cover/Up		Plumstead Township	1
Cover/Up Assist		Nockamixon Township	
Dumpster	1	Perkasie Borough	
Dwelling	1	Springfield Township	1
Electrial Wires in a Dwelling		Doylestown Borough	
Fumes Inside		Richland Township	
Fuel Spill		Tinicum Township	
HazMat			
Investigation			
Med-A-Vac			
Oil Burner			
Rescue Vehicle into Building	1		
Special Assignment			
Stand by Accident	1		
Tractor			
Vehcile Fire			
Wires	1		
Total Number of Calls	14	Total Numbe of Calls	14

Signature of Chief





New Britain Township

207 Park Avenue
Chalfont, PA 18914
Phone: (215) 822-1391
Fax: (215) 822-6051
nbt@newbritaintownship.org

Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2020-11159-B2	05/07/2021	314 DOROTHY LANE	Building	Residential	Approved
2021-11341-B3	05/05/2021	352 OLD LIMEKILN ROAD	Building	Residential	Approved
2021-11355-B2	05/12/2021	62 CALLOWHILL ROAD	Building	Residential	Approved
2021-11362-B2	05/11/2021	303 DOROTHY LANE	Building	Residential	Approved
2021-11363-B2	05/12/2021	302 MILL RIDGE DRIVE	Building	Residential	Approved
2021-11379-B2	05/10/2021	306 MILL RIDGE DRIVE	Building	Residential	Approved
2021-11412-B1	05/11/2021	305 DOROTHY LANE	Building	Residential	Approved
2021-11444-B1	05/06/2021	8 SKYLINE DRIVE	Building	Commercial	Approved
2021-11446-B2	05/18/2021	39 FERRY ROAD	Building	Residential	Approved
2021-11452-B1	05/12/2021	117 BUXMONT WAY	Building	Residential	Approved
2021-11453-B1	05/11/2021	5 E PEACE VALLEY ROAD	Building	Residential	Approved
2021-11454-B1	05/13/2021	120 GERTRUDE DRIVE	Building	Residential	Approved
2021-11467-B1	05/13/2021	492 NEW GALENA ROAD	Building	Residential	Approved
2021-11468-B1	05/13/2021	322 BUTLER DRIVE	Building	Residential	Approved
2021-11474-B1	05/21/2021	123 KING ROAD	Building	Residential	Approved
2021-11475-B1	05/21/2021	344 W BOULDER DRIVE	Building	Residential	Approved
2021-11479-B1	05/19/2021	283 BRISTOL ROAD	Building	Residential	Approved
2020-11159-E3	05/07/2021	314 DOROTHY LANE	Electrical	Residential	Approved
2020-11159-E5	05/07/2021	314 DOROTHY LANE	Electrical	Residential	Approved
2021-11313-E4	05/04/2021	106 WHITE TAIL COURT	Electrical	Residential	Approved
2021-11341-E4	05/05/2021	352 OLD LIMEKILN ROAD	Electrical	Residential	Approved



New Britain Township

207 Park Avenue
Chalfont, PA 18914
Phone: (215) 822-1391
Fax: (215) 822-6051
nbt@newbritaintownship.org

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2021-11355-E3	05/12/2021	62 CALLOWHILL ROAD	Electrical	Residential	Approved
2021-11362-E3	05/11/2021	303 DOROTHY LANE	Electrical	Residential	Approved
2021-11363-E3	05/12/2021	302 MILL RIDGE DRIVE	Electrical	Residential	Approved
2021-11412-E2	05/11/2021	305 DOROTHY LANE	Electrical	Residential	Approved
2021-11453-E2	05/11/2021	5 E PEACE VALLEY ROAD	Electrical	Residential	Approved
2021-11454-E3	05/13/2021	120 GERTRUDE DRIVE	Electrical	Residential	Approved
2021-11456-E1	05/10/2021	303 HAMLET DRIVE	Electrical	Residential	Approved
2021-11474-E2	05/21/2021	123 KING ROAD	Electrical	Residential	Approved
2021-11475-E3	05/21/2021	344 W BOULDER DRIVE	Electrical	Residential	Approved
2021-11496-E1	05/27/2021	21 NEW GALENA ROAD	Electrical	Residential	Approved
2021-11362-P6	05/11/2021	303 DOROTHY LANE	Plumbing	Residential	Approved
2021-11363-P6	05/12/2021	302 MILL RIDGE DRIVE	Plumbing	Residential	Approved
2021-11412-P3	05/11/2021	305 DOROTHY LANE	Plumbing	Residential	Approved
2021-11454-P2	05/13/2021	120 GERTRUDE DRIVE	Plumbing	Residential	Approved
2021-11475-P2	05/21/2021	344 W BOULDER DRIVE	Plumbing	Residential	Approved
2021-11476-P1	05/18/2021	112 KELSO COURT	Plumbing	Residential	Closed
2021-11480-P2	05/19/2021	171 NEW BRITAIN BOULEVARD	Plumbing	Commercial	Approved
2021-11497-P1	05/25/2021	126 DOLLY CIRCLE	Plumbing	Residential	Approved
2021-11478-RO1	05/19/2021	KING ROAD	Road Occupancy		Approved
2021-11481-RO1	05/19/2021	16 FARBER DRIVE	Road Occupancy	Residential	Closed
2021-11488-RO1	05/20/2021	161 S LIMEKILN PIKE	Road Occupancy	Residential	Approved



New Britain Township

207 Park Avenue
 Chalfont, PA 18914
 Phone: (215) 822-1391
 Fax: (215) 822-6051
 nbt@newbritaintownship.org

Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2020-11159-A4	05/07/2021	314 DOROTHY LANE	Accessory Structure	Residential	Approved
2021-11430-A2	05/20/2021	179 UPPER CHURCH ROAD	Accessory Structure	Residential	Approved
2021-11498-A1	05/25/2021	464 NEW GALENA ROAD	Accessory Structure	Residential	Approved
2020-10613-U01	05/26/2021	193 LENAPE DRIVE	Use & Occupancy	Residential	Approved
2020-10917-U07	05/14/2021	36 PASTURE LANE	Use & Occupancy	Residential	Closed
2020-11005-U01	05/26/2021	109 BARBERRY CT	Use & Occupancy	Residential	Approved
2020-11063-U07	05/04/2021	561 NEW GALENA ROAD	Use & Occupancy	Residential	Closed
2021-11271-U07	05/26/2021	STEWART LANE	Use & Occupancy	Commercial	Closed
2021-11290-U01	05/12/2021	301 NOTTINGHAM PLACE	Use & Occupancy	Residential	Closed
2021-11324-U01	05/10/2021	202 VILLAGE WAY	Use & Occupancy	Residential	Approved
2021-11408-U01	05/05/2021	108 SUFFIELD COURT	Use & Occupancy	Residential	Approved
2021-11433-U01	05/24/2021	216 LOCH ALSH DRIVE	Use & Occupancy	Residential	Closed
2021-11435-U01	05/11/2021	80 QUEENS CIRCLE	Use & Occupancy	Residential	Closed
2021-11438-U01	05/25/2021	1108 ANTHEM WAY	Use & Occupancy	Residential	Closed
2021-11439-U01	05/25/2021	919 ANTHEM WAY	Use & Occupancy	Residential	Closed
2021-11440-U01	05/25/2021	108 ANTHEM WAY	Use & Occupancy	Residential	Closed
2021-11441-U01	05/25/2021	902 ANTHEM WAY	Use & Occupancy	Residential	Closed
2021-11442-U01	05/25/2021	106 ANTHEM WAY	Use & Occupancy	Residential	Closed
2021-11458-U01	05/12/2021	184 UPPER CHURCH ROAD	Use & Occupancy	Residential	Closed
2021-11459-U01	05/24/2021	24 EDINBORO CIRCLE	Use & Occupancy	Residential	Closed
2021-11461-U01	05/26/2021	714 REMINGTON COURT	Use & Occupancy	Residential	Approved



New Britain Township

207 Park Avenue
Chalfont, PA 18914
Phone: (215) 822-1391
Fax: (215) 822-6051
nbt@newbritaintownship.org

Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2021-11469-U01	05/13/2021	1456 FERRY ROAD	Use & Occupancy	Commercial	Closed
2021-11482-U01	05/26/2021	100 CHEESE FACTORY ROAD	Use & Occupancy	Residential	Approved
2021-11485-U01	05/26/2021	124 FERRY ROAD	Use & Occupancy	Residential	Closed
2021-11493-U01	05/25/2021	41 PASTURE LANE	Use & Occupancy	Residential	Closed
2021-11505-U01	05/25/2021	228 UPPER STUMP ROAD	Use & Occupancy	Residential	Approved
2021-11489-W1	05/20/2021	12 NEWVILLE ROAD	Well	Residential	Approved
2021-11274-Z1	05/25/2021	63 PEACE VALLEY ROAD	Zoning	Residential	Approved
2021-11410-Z1	05/25/2021	20 BROOKDALE DRIVE	Zoning	Residential	Approved
2021-11425-Z1	05/04/2021	464 NEW GALENA ROAD	Zoning	Residential	Approved
2021-11429-Z1	05/06/2021	540 MEADOW ROAD	Zoning	Residential	Approved
2021-11430-Z1	05/06/2021	179 UPPER CHURCH ROAD	Zoning	Residential	Approved
2021-11436-Z1	05/06/2021	654 FERRY ROAD	Zoning	Commercial	Approved
2021-11437-Z1	05/06/2021	1456 FERRY ROAD STE. 300 - 305	Zoning	Commercial	Approved
2021-11446-Z1	05/07/2021	39 FERRY ROAD	Zoning	Residential	Approved
2021-11447-Z1	05/07/2021	339 MYSTIC VIEW CIRCLE	Zoning	Residential	Approved
2021-11448-Z1	05/07/2021	322 MYSTIC VIEW CIRCLE	Zoning	Residential	Approved
2021-11466-Z1	05/18/2021	1456 FERRY ROAD	Zoning	Commercial	Approved
2021-11477-Z1	05/28/2021	2216 SWAMP ROAD	Zoning	Residential	Approved
2021-11362-F5	05/11/2021	303 DOROTHY LANE	Fire	Residential	Approved
2021-11363-F5	05/12/2021	302 MILL RIDGE DRIVE	Fire	Residential	Approved
2021-11465-F1	05/14/2021	102 STEWART LANE	Fire	Commercial	Approved

New Britain Township

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Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2021-11362-M4	05/11/2021	303 DOROTHY LANE	Mechanical	Residential	Approved
2021-11363-M4	05/12/2021	302 MILL RIDGE DRIVE	Mechanical	Residential	Approved
2021-11379-M5	05/10/2021	306 MILL RIDGE DRIVE	Mechanical	Residential	Approved
2021-11464-M1	05/13/2021	4 BROOK LANE	Mechanical	Residential	Closed
2021-11473-M1	05/18/2021	3 HICKORY LANE	Mechanical	Residential	Closed
2021-11480-M1	05/19/2021	171 NEW BRITAIN BOULEVARD	Mechanical	Commercial	Approved
2021-11486-M1	05/20/2021	40 CLEARVIEW AVENUE	Mechanical		Closed
2021-11487-M1	05/24/2021	41 CLEARVIEW AVENUE	Mechanical	Residential	Closed
2021-11499-M1	05/25/2021	4319 COUNTY LINE ROAD	Mechanical	Residential	Approved
2021-11501-M1	05/25/2021	316 NOTTINGHAM PLACE	Mechanical	Residential	Approved

**May 2021 MONTHLY REPORT
NEW BRITAIN TOWNSHIP POLICE DEPARTMENT**

	May-21	YTD-21	May-20	YTD-20
HOMICIDE	0	0	0	0
RAPE	0	2	0	0
ROBBERY	0	0	0	0
ASSAULT	1	3	0	7
AGGRAVATED	1	1	0	0
SIMPLE	0	2	0	7
DOMESTIC VIOLENCE	0	0	0	0
BURGLARIES	0	0	0	1
COMMERICAL	0	0	0	0
RESIDENTIAL	0	0	0	1
FRAUD	2	13	3	10
THEFT	2	11	1	22
COMMERCIAL	0	0	0	1
RESIDENTIAL	0	3	0	3
FROM VEHICLE	1	1	0	2
BICYCLE	0	0	0	0
RETAIL	0	5	0	9
OTHER	1	2	1	7
DISTURBANCE	20	80	13	56
HARASSMENT /DISORDERLY	0	5	1	3
SEXUAL ASSAULT	0	1	0	1
STOLEN VEHICLE	1	2	0	2
VEHICLES RECOVERED:	0	0	0	2
BY OUR DEPT	1	1	0	2
BY ANOTHER DEPT	0	0	0	0
ARSON	0	1	0	0
VANDALISM/GRIM MISCHIEF	3	12	1	4
MOTOR VEH ACCIDENTS	19	74	19	77
NON REPORTABLE	10	54	12	55
REPORTABLE	9	20	7	11
ACCIDENT INVOLVING INJURY	8	13	5	10
ACCIDENTS INV PROP DAMAGE	2	6	2	8
ACCIDENT INVOLVING DEATH	0	0	0	0
MISSING PERSONS	0	1	0	1
JUVENILES	0	0	0	1
ADULTS	0	1	0	0
ALARMS	27	124	18	140
FOUNDED	0	0	0	0
UNFOUNDED	19	99	15	115
FIRE	8	25	3	26

ASSISTS	21	85	24	105
<i>FIRE</i>	1	12	1	10
<i>OTHER POLICE</i>	20	73	23	95
MEDICAL EMERGENCY	51	251	47	205
DEATH INVESTIGATION	2	6	0	2
DOMESTIC SITUATION	4	39	3	27
CITATIONS ISSUED	62	213	31	127
WARNING ISSUED	130	481	38	184
PARKING TICKETS	9	14	0	17
ASSIST DISABLED	4	36	3	22
ASSIST PUBLIC	6	35	16	63
ANIMAL COMPL	6	13	13	45
STRUCK DEER	1	24	2	12
SUSP PERSON/VEH	10	65	14	87
TOTAL INCIDENTS	642	2,530	386	1,966
TOTAL MILES	10,804	51,768	7,405	44,187
TOTAL GAS	0	0	0	0
# PERSONS ARRESTED	4	29	4	23
<i>ADULTS</i>	4	26	4	23
<i>JUVENILES</i>	0	3	0	1
DUI ARREST	2	11	2	7
DRUG VIOLATION	0	6	1	5
PUBLIC DRUNKENESS	0	1	0	1

NEW BRITAIN TOWNSHIP PUBLIC WORKS DEPARTMENTAL REPORT

MAY / 2021

- Drainage:** All drainage systems were checked as needed. Several storm sewer boxes were repaired (Creek Rd. @ Old Limekiln Rd, West Fairwoods, Schoolhouse Rd).
- Equipment Maint:** We replaced the mowing head on the Road Bank Mower.
- Street sweeping:** Street sweeping was started, we were delayed a couple weeks because of needed repairs. We did curb/ intersection blowing where needed.
- Road Bank Mowing:** Mowing started a little early due to grass growing rather quickly early this Spring. Weve also begun our monthly mow of catch basins with the 16ft. batwing mower.
- Parks and Rec:** We continue to maintain all parks, ballfields and open spaces. We had our annual yard waste dumpster in the beginning of the month.
- Signs:** We posted the New Britain Walk open space for 'No Motor Vehicles' after complaints about dirt bikes and 4-wheelers riding.

HOURS

Drainage:	63	HRS.
Patching:	7.5	HRS.
Street signs:	11.5	HRS.
Equip. maint.	72	HRS.
Twp. Prop. Maint.:	327.5	HRS.
Ballfields:	25.5	HRS.
Other:	69.5	HRS.

RESOLUTION NO. 2021-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA, ACKNOWLEDGING THE ACCOMPLISHMENTS OF

Susan Federsel

FOR HER ACCOMPLISHMENTS AS FINANCE DIRECTOR OF NEW BRITAIN TOWNSHIP

WHEREAS, Susan Federsel has exemplified trustworthiness, loyalty, honesty, and integrity in the execution of her duties to the Board and the residents of New Britain Township; and

WHEREAS, Susan Federsel began her career with New Britain Township as a clerk and eventually became the Township's Finance Director; and

WHEREAS, Susan Federsel has overseen millions of dollars in public funds and taken on the responsibility and the stewardship of those funds having led to the completion of numerous capital projects, such as trails, parks, construction of a new public works building and the existing township building; and

WHEREAS, Susan Federsel has served New Britain Township for 42 years; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of New Britain Township, hereby recognizes Susan Federsel, for overseeing the Township's Finances and extends its gratitude for her service to the Board and the residents of New Britain and wishes for her the best in her retirement.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

Gregory T. Hood, Chair

Helen B. Haun, Vice Chair

William B. Jones, III, Member

Cynthia M. Jones, Member

MaryBeth McCabe, Member

RESOLUTION NO. 2021-15
New Britain Township
Bucks County, Pennsylvania

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW
BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA
APPROVING THE INTERMUNICIPAL TRANSFER OF LIQUOR
LICENSE NUMBER R-781 INTO NEW BRITAIN TOWNSHIP
FROM QUAKERTOWN BOROUGH**

WHEREAS, Act 141 of 2000 (“Act”) authorizes the Pennsylvania Liquor Control Board to approve, in certain instances, the transfer of eating place and restaurant liquor licenses across municipal boundaries within the same county regardless of the quota limitations provided for in Section 461 of the Liquor Code, if sales of liquor and malt or brewed beverages are legal in the municipality receiving the license; and

WHEREAS, the Act requires the applicant to obtain from the receiving municipality a resolution approving the intermunicipal transfer of the liquor license prior to an applicant’s submission of an application to the Pennsylvania Liquor Control Board; and

WHEREAS, the Liquor Code stipulates that, prior to adoption of a resolution by the receiving municipality, at least one hearing be held before the governing body for the purpose of permitting individuals residing within the municipality to make comments and recommendations regarding applicant’s intent to transfer a liquor license into the receiving municipality; and

WHEREAS, Wawa, Inc., 260 West Baltimore Pike, Media, PA 19063 (“Applicant”) requested that the Board of Supervisors approve the transfer of Restaurant Liquor License R-781 from Toms All American, LLC, 85 S. West End Boulevard, Quakertown, PA, located within Quakertown Borough, Bucks County, Pennsylvania, to the Wawa Convenience Store, 525 West Butler Avenue, Chalfont, PA, located within the New Britain Township, Bucks County, Pennsylvania; and

WHEREAS, a duly advertised public hearing was held at the Applicant’s request on June 21, 2021 in front of the Board of Supervisors in accordance with the Act; and

WHEREAS, at the hearing the Board of Supervisors determined that the Applicant is the lessee of the premises; and

WHEREAS, at the aforesaid public hearing, the Board of Supervisors received comments and recommendations of interested individuals residing within the Township concerning the Applicant’s intent to transfer a license into New Britain Township; and

WHEREAS, the Applicant, presented evidence/testimony about the Applicant’s proposed operation of the dining area/restaurant set to receive this License; and

WHEREAS, after considering all of the testimony and evidence presented at the hearing, the Board conditionally approved the requested transfer.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of New Britain Township, Bucks County, Pennsylvania, that the intermunicipal liquor license transfer request of Wawa, Inc. to transfer Restaurant Liquor License R-781 from Toms All American, LLC, 85 S. West End Boulevard, Quakertown, PA, located within Quakertown Borough, Bucks County, Pennsylvania, to the Wawa Convenience Store, 525 West Butler Avenue, Chalfont, PA, located within the New Britain Township, Bucks County, Pennsylvania, is hereby conditionally approved, so long as the Applicant complies with the Township Code of Ordinances, including but not limited to Chapter 27, Zoning.

BE IT FURTHER RESOLVED that this license transfer is subject to approval by the Pennsylvania Liquor Control Board.

DULY ADOPTED at a convened public meeting of the New Britain Township Board of Supervisors conducted on this 21st day of June, A.D., 2021.

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

Gregory T. Hood, Chairman

Helen B. Haun, Vice-Chair

Cynthia Jones

William B. Jones, III

MaryBeth McCabe, Esq.

Attest: _____
Matthew West, Secretary/Manager

RESOLUTION NO. 2021-15
New Britain Township
Bucks County, Pennsylvania

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW
BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA
DENYING THE INTERMUNICIPAL TRANSFER OF LIQUOR
LICENSE NUMBER R-781 INTO NEW BRITAIN TOWNSHIP
FROM QUAKERTOWN BOROUGH**

WHEREAS, Act 141 of 2000 (“Act”) authorizes the Pennsylvania Liquor Control Board to approve, in certain instances, the transfer of eating place and restaurant liquor licenses across municipal boundaries within the same county regardless of the quota limitations provided for in Section 461 of the Liquor Code, if sales of liquor and malt or brewed beverages are legal in the municipality receiving the license; and

WHEREAS, the Act requires the applicant to obtain from the receiving municipality a resolution approving the intermunicipal transfer of the liquor license prior to an applicant’s submission of an application to the Pennsylvania Liquor Control Board; and

WHEREAS, the Liquor Code stipulates that, prior to adoption of a resolution by the receiving municipality, at least one hearing be held before the governing body for the purpose of permitting individuals residing within the municipality to make comments and recommendations regarding applicant’s intent to transfer a liquor license into the receiving municipality; and

WHEREAS, Wawa, Inc., 260 West Baltimore Pike, Media, PA 19063 (“Applicant”) requested that the Board of Supervisors approve the transfer of Restaurant Liquor License R-781 from Toms All American, LLC, 85 S. West End Boulevard, Quakertown, PA, located within Quakertown Borough, Bucks County, Pennsylvania, to the Wawa Convenience Store, 525 West Butler Avenue, Chalfont, PA, located within the New Britain Township, Bucks County, Pennsylvania; and

WHEREAS, a duly advertised public hearing was held at the Applicant’s request on June 21, 2021 in front of the Board of Supervisors in accordance with the Act; and

WHEREAS, at the hearing the Board of Supervisors determined that the Applicant is the lessee of the premises; and

WHEREAS, at the aforesaid public hearing, the Board of Supervisors received comments and recommendations of interested individuals residing within the Township concerning the Applicant’s intent to transfer a license into New Britain Township; and

WHEREAS, the Applicant, presented evidence/testimony about the Applicant’s proposed operation of the dining area/restaurant set to receive this License; and

WHEREAS, after considering all of the testimony and evidence presented at the hearing, the Board finds that the requested transfer is to a location not properly suited for such use and will be detrimental to the health, safety, and welfare of the Township and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of New Britain Township, Bucks County, Pennsylvania, that the intermunicipal liquor license transfer request of Wawa, Inc. to transfer Restaurant Liquor License R-781 from Toms All American, LLC, 85 S. West End Boulevard, Quakertown, PA, located within Quakertown Borough, Bucks County, Pennsylvania, to the Wawa Convenience Store, 525 West Butler Avenue, Chalfont, PA, located within the New Britain Township, Bucks County, Pennsylvania, is hereby denied.

DULY ADOPTED at a convened public meeting of the New Britain Township Board of Supervisors conducted on this 21st day of June, A.D., 2021.

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

Gregory T. Hood, Chairman

Helen B. Haun, Vice-Chair

Cynthia Jones

William B. Jones, III

MaryBeth McCabe, Esq.

Attest: _____
Matthew West, Secretary/Manager

Consent Agenda Items for the Next Meeting (06/21/2021)

1. Deed of Easement between Bucks County, New Britain Township, & Chalfont-New Britain Township Joint Sewage Authority for property located at the New Galena and Walters Road, TMP #26-001-049 & #26-001-051-001, for installation of a sewer line.
2. WAWA has executed a Professional Services Agreement for Subdivision/Land Development of 525 West Butler Avenue, TMP #26006-101, with corresponding legal and engineering escrow of \$10,000.00.
3. Gregory and Kristin Listner have executed a Professional Services Agreement for 121 King Road, TMP #26-004-099, with corresponding legal and engineering escrow of \$5,000.00.
4. Robert Garbaccio and Krystal Desantis have executed a Stormwater Facilities Operation and Maintenance Agreement for construction of a single-family home for a property on King Road, TMP #26-004-042, with a Stormwater BMP maintenance fee of \$1,495.52.

Chalfont-New Britain Township Joint Sewage Authority

JOSEPH T. BONNER, Chairman
WILLIAM T. EVANS, Secretary
LAWRENCE D. NUESCH, Assistant Secretary

DONALD T. CAMERON, Vice Chairman
GUSTAVE HAUN, Treasurer
TIMOTHY D. HAGEY, Assistant Treasurer

JOHN E. SCHMIDT, Executive Director

May 25, 2021

New Britain Township
Board of Supervisors
207 Park Ave.
Chalfont, PA 18914

RE: Chalfont-New Britain Township Joint Sewage Authority
Easement Acquisition
Your Property: TMP No. 26-27-6

Dear Board of Supervisors:

The Chalfont-New Britain Township Joint Sewage Authority is currently in the final design stages of new underground sewer lines on the referenced Tax Parcel owned by the Township in the Tower Hill Meadows Open Space, in conjunction with a project to construct a new sewage pumping station to be located on New Galena Road.

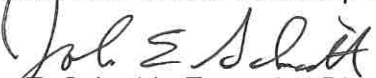
The Authority's design engineer has concluded that the selected route for one of the new sewer lines will run through a portion of your property. It would thus be necessary for the Authority to obtain an easement through that portion of your property, and construct the new sewer line within that easement.

A site plan drawing of your property showing the proposed location of the easement and sewer line is enclosed. Once you have reviewed this information, please contact me with any questions or concerns which you may have. You may call me at the Authority office at your convenience (215-345-1225). A draft of an easement agreement will then follow at a later date. We can also schedule a meeting with you at your property.

We anticipate that construction will begin in late 2021. Therefore, the Authority would like to obtain all required easement agreements as soon as possible.

Very truly yours,

Chalfont-New Britain Township Joint Sewage Authority


John E. Schmidt, Executive Director

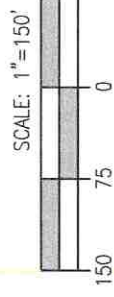
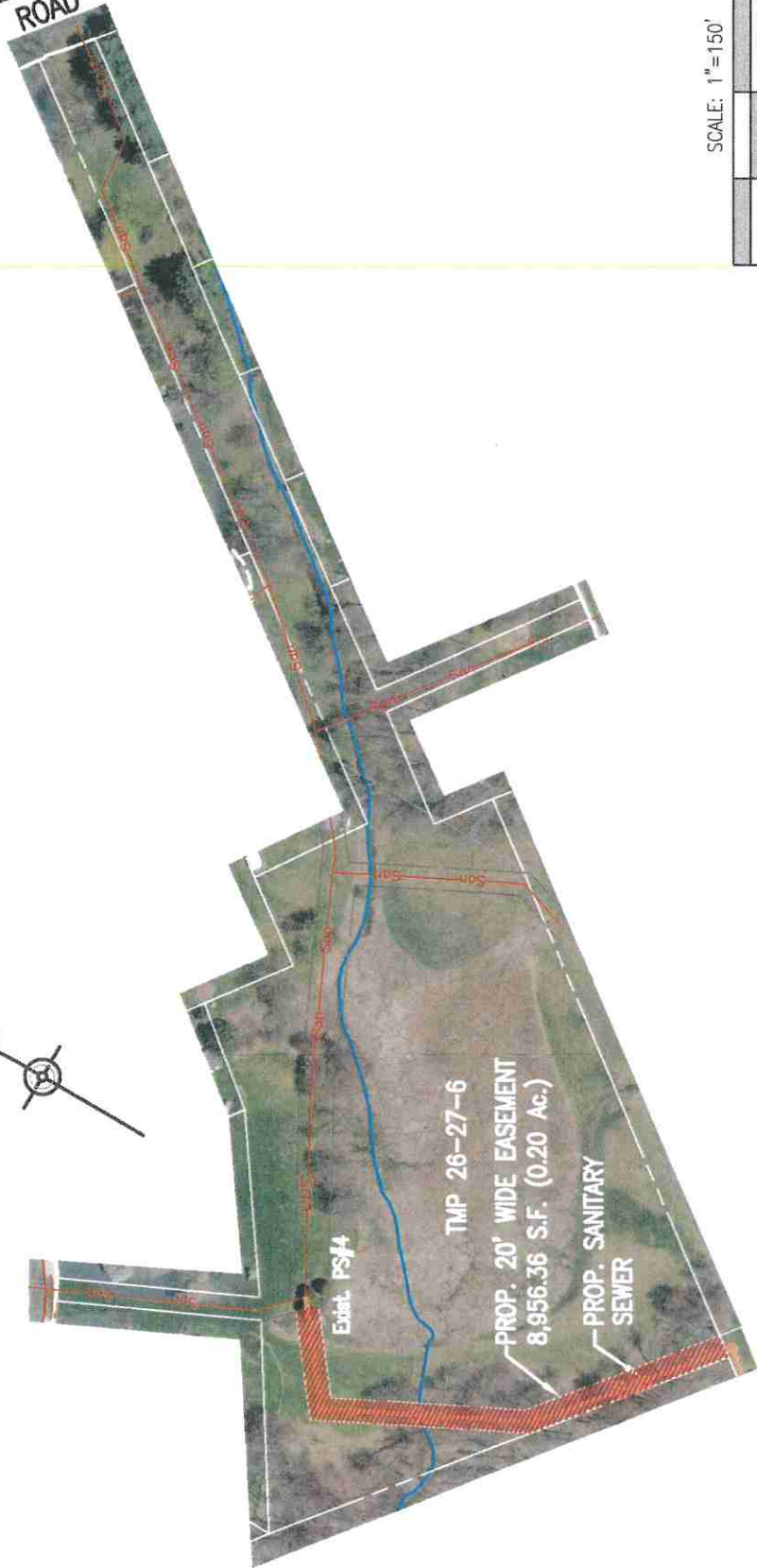
Enclosure: Sanitary Sewer Easement Plan

CC: Joseph M Bagley, Esquire
Joseph J. Nolan, CKS Engineers, Inc.

RECEIVED
JUN 07 2021
BY: KG



SELLERSVILLE ROAD



4229 W. Sycamore Road
Suite 410
Doylestown, PA 19922
www.cksengineers.com
215.340.0000

Rev. No.	Date	Description
		PROP. SANITARY SEWER EASEMENT
		N/L Township of New Britain TMP 26-27-6
Date:	5/21/21	New Britain Township Bucks County, Pennsylvania
Scale:	1" = 150'	Drawn By: CU
		Checked By: MFG
		Plan No. 9233
		Sheet No. 1 OF 1

NOTE:
METES AND BOUNDS FOR TMP 26-27-6 AS SHOWN HEREON
TAKEN FROM DEED AS RECORDED IN THE BUCKS COUNTY
RECORDER OF DEEDS OFFICE IN DEED BOOK 2131, PAGE 62.

Prepared by and Return To:

Joseph M. Bagley, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road
Suite 110
Blue Bell, PA 19422

T.M.P. Nos. 26-1-49 & 26-51-1

DEED OF EASEMENT

THIS DEED OF EASEMENT is made this 19th day of May, 2021 by and among the **COUNTY OF BUCKS** ("GRANTOR"), **NEW BRITAIN TOWNSHIP** ("LESSEE") and the **CHALFONT-NEW BRITAIN TOWNSHIP JOINT SEWAGE AUTHORITY** ("GRANTEE").

BACKGROUND

A. GRANTOR is the owner of property identified as T.M.P. Nos. 26-1-49 and 26-1-51-1 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 a permanent easement on, over, across and under the PROPERTY for the purposes of laying out, constructing, operating, maintaining, changing, repairing and replacing a sanitary sewage pump station along with associated underground sanitary sewer line ("SEWER LINE"), accessories and appurtenances (collectively, the "FACILITIES"); and

D. GRANTOR and LESSEE are willing to grant the rights to GRANTEE for the PROPERTY for the FACILITIES as aforesaid, pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid from GRANTEE to GRANTOR, and further good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. All of the above BACKGROUND section is incorporated herein by reference as though set forth at length herein.

2. GRANTOR hereby grants and conveys to GRANTEE, its successors and assigns, all rights, interest and easement in such area on, over, across and under the lands hereinafter described, for the said pump station and along the route designated on the attached plan and such amended plans as are filed of record, as necessary to layout, construct, operate, maintain, change, repair and replace said FACILITIES, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the GRANTEE of the said right, interest and easement (collectively, the "EASEMENT AREA"), and for the exercise of said rights and privileges to lay, construct, operate, maintain, repair, and replace said FACILITIES, including but not limited to surface markers and access manholes, and to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of the EASEMENT AREA, more fully-described below, to have and to hold the said perpetual easement unto GRANTEE, its successors and assigns, to and for its very use, as specified herein forever.

3. The said lands and the right, interest, easement and EASEMENT AREA above mentioned as are granted and conveyed, are depicted on the plan attached hereto as Exhibit "A" and are described by metes and bounds in the legal description attached hereto as Exhibit "B", which exhibits are incorporated herein by reference.

4. The said right, interest, easement and EASEMENT AREA hereinafter acquired by the GRANTEE for the laying out, construction, operation, maintenance, change, repair and replacement of said FACILITIES are defined and limited as follows:

a. The permanent occupation and use of such area underground as shall be required for the laying out, construction, joiner, anchorage and support of the FACILITIES thereto as well as the accommodation of surface markers, access manholes, and other accessories and appurtenances;

b. The permanent occupation and use of such surface area as shall be required for the said FACILITIES, manholes and other accessories and appurtenances, including surface markers;

c. The temporary occupation and use, during construction and such further operation, maintenance, change, repair and replacement as are needed in the future, 10 feet in width along each side of the designated route of the SEWER LINE as such route is depicted on the plan attached hereto as Exhibit "A"; and

d. GRANTEE's occupation and use of the EASEMENT AREA as shall, from time to time in the future, be reasonably required for the operation, maintenance, change, repair and replacement of said FACILITIES and accessories and appurtenances.

5. GRANTEE shall, in connection with the exercise of any rights under the aforesaid, restore the surface of the EASEMENT AREA to its contour and condition as existed prior to the exercise of any said rights, and shall also restore the EASEMENT AREA with equal surfacing of grading, grass seeding or other improved surfaces as the case may currently exist, along with any ground and/or top soil as necessary, except such surface area as is occupied by the FACILITIES or accessories and appurtenances.

6. GRANTOR and LESSEE are to have full use and enjoyment of said easement and EASEMENT AREA except for the purposes granted said GRANTEE herein. GRANTOR and LESSEE shall not construct nor permit to be constructed any building, structure or obstructions on or over or that will interfere with the construction, operation, maintenance, change, repair or replacement of the said FACILITIES or accessories and appurtenances, and will not change the grade over any part of the SEWER LINE.

7. GRANTEE agrees to permit LESSEE to tie into the SEWER LINE at a point deemed appropriate by GRANTEE, while LESSEE agrees to comply with all applicable rules, regulations and local ordinances in regards to connecting to the SEWER LINE.

8. 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 the operation of the FACILITIES and/or GRANTEE's activities on, over, across and under the EASEMENT AREA, and/or any injury to persons and damage to property resulting from any such operation of the FACILITIES and/or GRANTEE's activities on, over, across and under the EASEMENT AREA, 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 the operation of the FACILITIES and/or GRANTEE's activities on, over, across and under the EASEMENT AREA, unless such claims, actions, damages and/or expenses are the result of the gross negligence or willful misconduct of GRANTOR or LESSEE or their respective officials, employees, agents, contractors, successors or assigns.

9. The rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

10. This Deed of Easement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

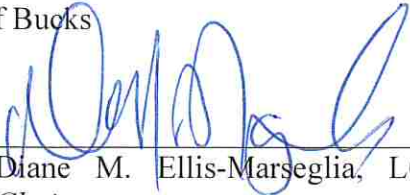
IN WITNESS WHEREOF, the parties have caused this Deed of Easement to be executed the day and year first above written.

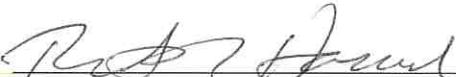
GRANTEE:
Chalfont-New Britain Township Joint
Sewage Authority

By: _____
Joseph Bonner, Chairman

Attest: _____
William Evans, Secretary

GRANTOR:
County of Bucks

By: 
Diane M. Ellis-Marseglia, LCSW,
Chair


Robert J. Harvie, Jr., Vice-Chair

Gene DiGirolamo, *Commissioner*


Gail Humphrey, *Chief Clerk*

Date: 5 / 20 / 2021

LESSEE:
New Britain Township


By: _____
Authorized Representative

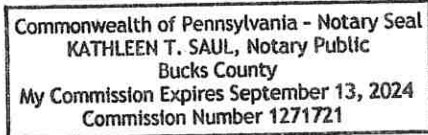
Attest: _____
~~Michael Walsh~~, **Matt West**
~~Interim~~ Township Manager

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BUCKS :

On this the 20th day of May 2021, before me, the undersigned Notary Public for the Commonwealth of Pennsylvania, personally appeared, Diane M. Ellis-Marseglia, Robert J. Harvie, Jr., ~~and Gene DiGirolamo~~, who acknowledged themselves to be Commissioners of the County of Bucks, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

 , Notary Public
Kathleen T. Saul



COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF .

On this, the _____ day of _____, 2021, before me, a

Notary Public, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they, being authorized to do so executed the foregoing instrument for the purpose therein contained.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF :

On this, the _____ day of _____, 2021, before me, a

Notary Public, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they, being authorized to do so executed the foregoing instrument for the purpose therein contained.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF .

On this, the _____ day of _____, 2021, before me, a

Notary Public, personally appeared _____, known to me
(or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within
instrument, and acknowledged that he/she/they, being authorized to do so executed the foregoing
instrument for the purpose therein contained.

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

Notary Public

EXHIBIT A
PLAN SHOWING DESCRIBED EASEMENT

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT

SANITARY SEWER EASEMENT 'A'

TMP 26-1-49

N/L BUCKS COUNTY

NEW BRITAIN TOWNSHIP, BUCKS COUNTY

DESCRIPTION OF ALL THAT CERTAIN 20-foot-wide strip of land situate in New Britain Township, Bucks County, Commonwealth of Pennsylvania, for a Sanitary Sewer Easement, bounded and described in accordance with an Easement Plan prepared for Chalfont-New Britain Township Joint Sewage Authority, TMP 26-1-49 and TMP 26-1-51-1, N/L Bucks County, as prepared by CKS Engineers, Inc., Doylestown, Pennsylvania, dated December 18, 2020.

BEGINNING at a point, said point being the following two bearings and distances from the centerline intersection of New Galena Road (SR 4001) and Walter Road: 1) N 47° 57' 33" W, 609.98 feet to a point; thence 2) S 42° 02' 27" W, 16.5 feet to a point, said point also being on the southerly legal right-of-way line of Walter Road; thence from said point of BEGINNING through the lands of N/L Bucks County (TMP 26-1-49) S 23° 15' 27" E, 214.17 feet to a point; thence S 18° 43' 01" W, 157.40 feet to a point; thence S 59° 59' 14" W, 116.00 feet to a point; thence S 08° 05' 11" W, 349.34 feet to a point; thence S 20° 12' 04" W, 136.45 feet to a point; thence S 03° 51' 27" W, 71.59 feet to a point; thence N 42° 56' 25" E, 28.54 feet to a point; thence N 03° 51' 27" E, 44.39 feet to a point; thence N 20° 12' 04" E, 136.10 feet to a point; thence N 08° 05' 11" E, 341.72 feet to a point; thence N 59° 59' 14" E, 114.01 feet to a point; thence N 18° 43' 01" E, 172.60 feet to a point; thence N 23° 15' 27" W, 178.36 feet to a point; thence N 47° 57' 33" W, 47.86 feet to the point and place of BEGINNING.

CONTAINING 20,484.37 sf more or less.

Subject to an additional 10-foot-wide temporary construction easement running parallel to either side of the easement.

PUMP STATION EASEMENT 'B'

TMP 26-1-49

N/L BUCKS COUNTY

NEW BRITAIN TOWNSHIP, BUCKS COUNTY

DESCRIPTION OF ALL THAT CERTAIN variable width strip of land situate in New Britain Township, Bucks County, Commonwealth of Pennsylvania, for a Pump Station Easement, bounded and described in accordance with an Easement Plan prepared for Chalfont-New Britain Township Joint Sewage Authority, TMP 26-1-49 and TMP 26-1-51-1, N/L Bucks County, as prepared by CKS Engineers, Inc., Doylestown, Pennsylvania, dated December 18, 2020.

BEGINNING at a point, said point being the following two bearings and distances from the common property corner of TMP 26-1-51-1 (N/L Bucks County) and TMP 26-1-49 (N/L Bucks County), at the centerline of New Galena Road (SR 4001): 1) N 46° 06' 36" W, 41.06 feet to a point along the westerly legal right-of-way of New Galena Road (SR 4001); thence 2) N 46° 18' 18" E, 31.20 feet along the aforesaid legal right-of-way of New Galena Road (SR 4001); thence from said point of BEGINNING, through the lands of N/L Bucks County (TMP 26-1-49), N 47° 03' 35" W, 44.34 feet to a point; thence N 42° 56' 25" E, 85.00 feet to a point; thence S 47° 03' 35" E, 49.34 feet to a point, said point being on the westerly legal right-of-way line of New Galena Road (SR 4001); thence S 46° 18' 18" W, 85.16 feet to the first mentioned point and place of BEGINNING.

CONTAINING 3,982.49 sf more or less.

SANITARY SEWER EASEMENT 'C'

TMP 26-1-49 AND TMP 26-1-51-1

N/L BUCKS COUNTY

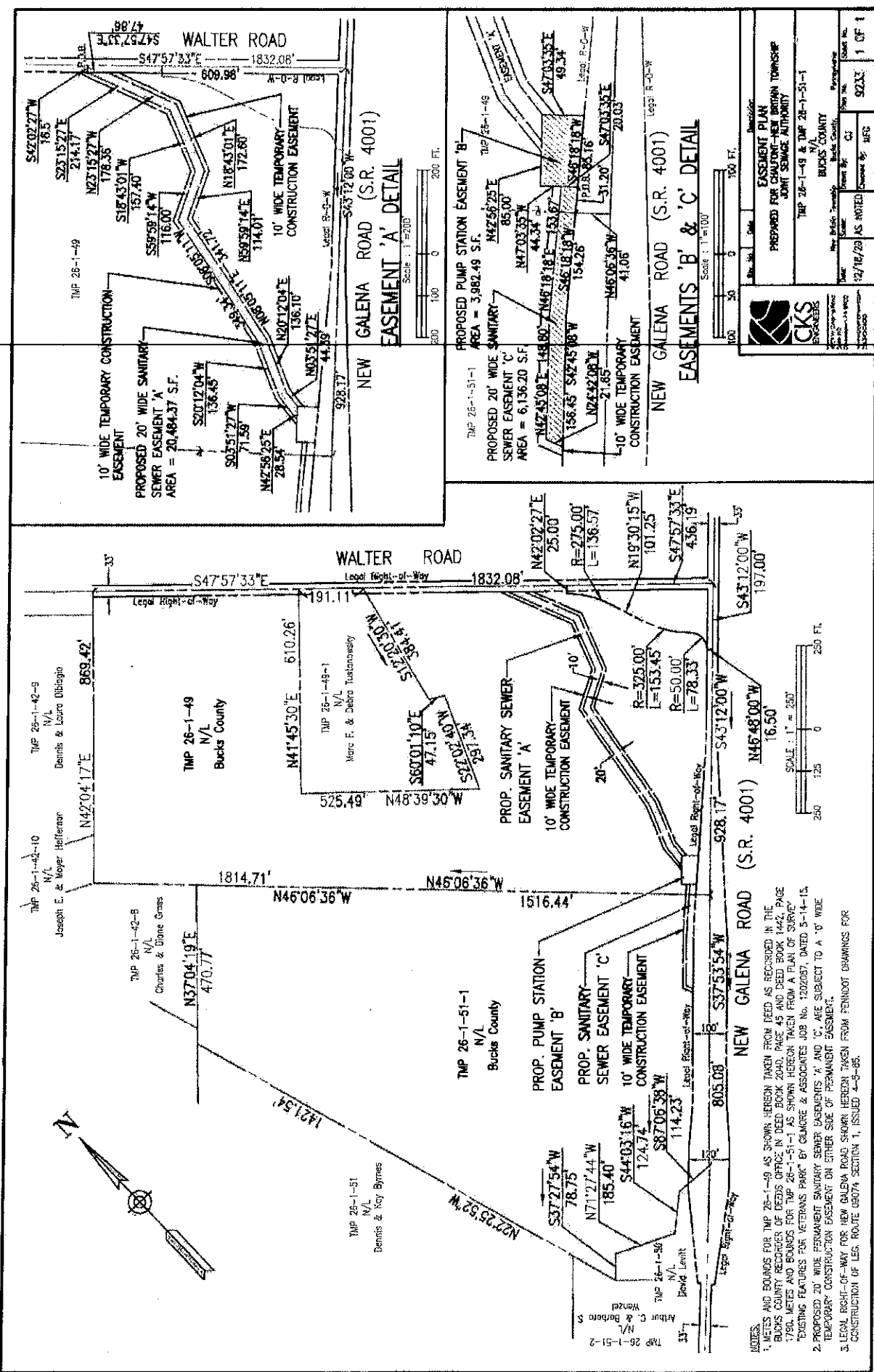
NEW BRITAIN TOWNSHIP, BUCKS COUNTY

DESCRIPTION OF ALL THAT CERTAIN 20-foot-wide strip of land situate in New Britain Township, Bucks County, Commonwealth of Pennsylvania, for a Sanitary Sewer Easement, bounded and described in accordance with an Easement Plan prepared for Chalfont-New Britain Township Joint Sewage Authority, TMP 26-1-49 and TMP 26-1-51-1, N/L Bucks County, as prepared by CKS Engineers, Inc., Doylestown, Pennsylvania, dated December 18, 2020.

BEGINNING at a point, said point being the following two bearings and distances from the common property corner of TMP 26-1-51-1 (N/L Bucks County) and TMP 26-1-49 (N/L Bucks County), at the centerline of New Galena Road (SR 4001): 1) N 46° 06' 36" W, 41.06 feet to a point along the westerly legal right-of-way of New Galena Road (SR 4001); thence 2) N 46° 18' 18" E, 31.20 feet along the aforesaid legal right-of-way of New Galena Road (SR 4001); thence from said point of BEGINNING, along the westerly legal right-of-way of New Galena Road (SR 4001), S 46° 18' 18" W, 154.26 feet to a point; thence S 42° 45' 08" W, 156.45 feet to a point; thence through the lands of N/L Bucks County (TMP 26-1-51-1 and TMP 26-1-49) N 24° 42' 08" W, 21.65 feet to a point; thence N 42° 45' 08" E, 148.80 feet to a point; thence N 46° 18' 18" E, 153.67 feet to a point; thence S 47° 03' 35" E, 20.03 feet to the first mentioned point and place of BEGINNING.

CONTAINING 6,136.20 sf more or less.

Subject to an additional 10-foot-wide temporary construction easement running parallel to either side of the easement.



EASEMENT PLAN PREPARED FOR CHALFONT-NEW BRITAIN TOWNSHIP JOINT SEWER AUTHORITY	
Date: 12/14/20 Drawn by: HFC	Scale: 1" = 100' 0 50 100 150 200 FT.
Project No.: 20-1-49 Sheet No.: 1 OF 1	Township: 28-1-49 Range: 1-49 Section: 1-49
County: Bucks County State: Pennsylvania	Date: 12/14/20 Drawn by: HFC

NOTES:
 1. METES AND BOUNDS FOR TMP 28-1-49 AS SHOWN HEREON TAKEN FROM DEED AS RECORDED IN THE
 BUCKS COUNTY REGISTER OF DEEDS BOOK 2040, PAGE 45 AND DEED BOOK 1442, PAGE
 1780. METES AND BOUNDS FOR TMP 28-1-51-1 AS SHOWN HEREON TAKEN FROM A PLAN OF SURVEY
 EXISTING FEATURES FOR VETERANS PARK BY GUMORE & ASSOCIATES JOB NO. 1302097, DATED 5-14-15.
 2. PROPOSED 20' WIDE PERMANENT SANITARY SEWER EASEMENTS 'A' AND 'C' ARE SUBJECT TO A 10' WIDE
 TEMPORARY CONSTRUCTION EASEMENT ON EITHER SIDE OF PERMANENT EASEMENT.
 3. LEGAL RIGHT-OF-WAY FOR NEW GALENA ROAD SHOWN HEREON TAKEN FROM PENNDOT DRAWINGS FOR
 CONSTRUCTION OF LEG. ROUTE 68074 SECTION 1, ISSUED 4-5-85.

PROPOSED PUMP STATION EASEMENT 'B'
 AREA = 3,982.49 S.F.

PROPOSED 20' WIDE SANITARY
 SEWER EASEMENT 'C'
 AREA = 6,136.20 S.F.

PROPOSED 20' WIDE SANITARY
 SEWER EASEMENT 'A'
 AREA = 20,484.37 S.F.

PROPOSED PUMP STATION
 EASEMENT 'B'
 AREA = 3,982.49 S.F.

PROPOSED 20' WIDE SANITARY
 SEWER EASEMENT 'C'
 AREA = 6,136.20 S.F.

PROPOSED 20' WIDE SANITARY
 SEWER EASEMENT 'A'
 AREA = 20,484.37 S.F.

PROPOSED PUMP STATION
 EASEMENT 'B'
 AREA = 3,982.49 S.F.

PROPOSED 20' WIDE SANITARY
 SEWER EASEMENT 'C'
 AREA = 6,136.20 S.F.

PROPOSED 20' WIDE SANITARY
 SEWER EASEMENT 'A'
 AREA = 20,484.37 S.F.

PROPOSED PUMP STATION
 EASEMENT 'B'
 AREA = 3,982.49 S.F.

PROPOSED 20' WIDE SANITARY
 SEWER EASEMENT 'C'
 AREA = 6,136.20 S.F.

PROPOSED 20' WIDE SANITARY
 SEWER EASEMENT 'A'
 AREA = 20,484.37 S.F.

PROPOSED PUMP STATION
 EASEMENT 'B'
 AREA = 3,982.49 S.F.

PROPOSED 20' WIDE SANITARY
 SEWER EASEMENT 'C'
 AREA = 6,136.20 S.F.

PROPOSED 20' WIDE SANITARY
 SEWER EASEMENT 'A'
 AREA = 20,484.37 S.F.

NEW BRITAIN TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, A.D., 2021, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as "**Township**") and **WAWA, Inc.** at 260 West Baltimore Pike, Wawa, PA 19063,(hereafter referred to as "**Developer**").

WITNESSETH:

WHEREAS, the Developer is the applicant for Subdivision and/or Land Development of certain real estate bearing Bucks County Tax Map Parcel No. **26-006-101**, located at **525 West Butler Avenue** and

WHEREAS, the Developer has presented to the Township plans for subdivision and land development, building development or other plans for the use of their land to the Township, or has applied for a building permit to the Township;

WHEREAS, the Developer has filed with the Township such plans and has requested approval for permits to build or requested approval of any such plans to make use of its property, which plans are hereby incorporated by reference and made a part hereof;

WHEREAS, the Developer has requested and/or requires the Township approval and/or review of its proposed plans, and the Township is willing to authorize its professional staff to review said plans upon execution of the Agreement and upon deposit of an escrow account according to the current New Britain Township Fee Schedule.

NOW, THEREFORE, the parties agree as follows:

1. The Developer and Township hereby authorize and direct the Township's consulting engineer or his designee(s) (hereinafter referred to as "**Engineer**") to review the engineering or site 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. The Developer and the Township acknowledge that the Township will incur additional engineering, legal and other costs and fees relating to the development of the subject site ~~and review and approval of Developer's proposed plan or project.~~

3. The Developer shall pay: (a) the Engineer's charges and fees for review of and/or preparation of any Plans or development proposals and all subsequent inspections, monitoring or testing performed in order to insure compliance with all applicable ordinances of the Township or other rules, regulations and statutes; (b) legal fees for review by the Township Solicitor of any and all plans, documents, correspondence or other materials and matters or issues related to the Developer's Plan or proposal; and (c) a monthly 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 the 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. The Developer hereby agrees to deposit with the Township the sum of **Ten Thousand Dollars (\$10,000.00)** payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank as security for the payment of all costs and expenses, charges and fees as set forth in Paragraph 3 above, upon execution of this Agreement, which shall be held in a non-interest-bearing account by the Township.

In the event that the above deposited escrow fund shall fall below the original deposit, the 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 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 reestablishing the base escrow account balance. The Township will use its best efforts to advise the Developer of the impending likelihood that its costs have exceeded the required escrow account sums as described above.

~~Developer and Township agree that upon completion of the proposed development and/or~~
upon completion of Township's review of Developer's plan or proposal, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Township Manager and in accordance with the instructions, if any, with said written request.
(*Per Resolution No. 2019-12, as amended or modified from time to time.)

5. Developer and Township acknowledge that Section 902 of the New Britain Township Subdivision and Land Development Ordinance requires Developer to pay Township's professional services relating to this plan or project and in the event that Developer fails to provide sufficient funds in the above-described revolving escrow account upon fifteen (15) days written notice to the Developer or make initial deposit payment described above within five (5) days of the date of this Agreement, Developer shall be in default of this Agreement and in violation of said Section of the Subdivision and Land Development Ordinance if Developer's plan or proposal constitutes a subdivision or land development as defined by the Municipalities Planning Code.

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.

6. The Developer and the Township further agree that all fees or costs arising out of

Development and Financial Security Agreements may incorporate or replace the party's agreement and Escrow Fund established under this contract.

10. 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 Contract for Professional Services.

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.

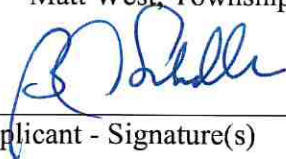
FOR NEW BRITAIN TOWNSHIP:

ATTEST:

Matt West, Township Manager

BRIAN A. SCHAUER
(Applicant - Print Name)

By:


(Applicant - Signature(s))

MARIA KALOCREOZI
(Applicant - Print Name)

By:


(Applicant - Signature(s))

NEW BRITAIN TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT
(PERMITS)

THIS AGREEMENT made this 9TH day of JUNE, A.D., 2021, 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 **Gregory and Kristin Listner of 121 King Road, Chalfont, PA 18914** (hereinafter referred to as “**Developer**”).

WITNESSETH:

WHEREAS, Developer is the applicant for zoning, building, and/or use & occupancy permits concerning certain real estate located at **121 King Road**, also known as Bucks County Tax Map Parcel No(s). **26-004-099** (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

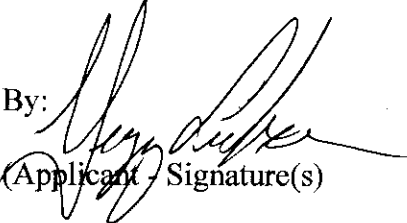
FOR APPLICANT:

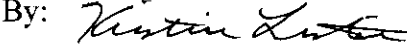
GREGORY LISTNER

(Applicant - Print Name)

KRISTIN LISTNER

(Applicant - Print Name)

By: 
(Applicant - Signature(s))

By: 
(Applicant - Signature(s))

Prepared By: H. Peter Nelson, Esquire
Grim, Biehn & Thatcher
104 South 6th Street, P.O. Box 215
Perkasie, PA 18944

Return To: Grim, Biehn & Thatcher
104 South 6th Street, P.O. Box 215
Perkasie, PA 18944

TMP # 26-004-042

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 9th day of June, A.D., 2021, by **ROBERT GARBACCIO and KRYSTAL DESANTIS** with a mailing address of 133 Addison Lane, Landsdale, PA 19446 (hereinafter referred to as "**Landowners**"), and **NEW BRITAIN TOWNSHIP**, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the "**Township**").

WITNESSETH

WHEREAS, Landowners are the owners of a tract of land consisting of approximately 3.405 acres, located along King Road in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-004-042 (hereinafter referred to as the "**Property**"); and

WHEREAS, Landowners has submitted plans to the Township for the construction of a single-family dwelling with associated improvements (hereinafter referred to as the "**Project**") pursuant to plans entitled Permit Plan, as prepared by Holmes Cunningham LLC, consisting of two (2) sheets, dated May 7, 2020, last revised April 22, 2021; said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the "**Plan**"); and

WHEREAS, Landowners are proceeding to develop the Property in accordance with the Plan; and

WHEREAS, the Township, though the implementation of stormwater management regulations, requires that the Stormwater Management Facilities, as shown on the Plan, be constructed and adequately maintained by Landowners, their heirs, grantees, successors, and assigns.

WHEREAS, the Township and Landowners agree that the health, safety, and welfare of the residents of the Township require that the Stormwater Management Facilities be constructed and maintained on the Property in accordance with the Plan; and

WHEREAS, Landowners propose to locate, construct, install, and maintain certain Stormwater Management Facilities on and around the Property, as shown on the Plan; and

WHEREAS, as a condition of obtaining final approval of the Plan from the Township, the Township requires that Landowners execute and record this Agreement in the Office of the Recorder of Deeds of Bucks County, Pennsylvania for the purpose of ensuring that: (1) the Stormwater Management Facilities are located, constructed, installed, operated, and maintained by Landowners in accordance with the Plan; (2) following the completion of the duties of Landowners pursuant to the Plan, the Stormwater Management Facilities are continually and perpetually maintained, repaired, refurbished, reconstructed, and replaced by owner(s) of the land on which the Facilities are located; and (3) in the event of default of this Agreement by Landowners or their heirs, grantees, successors, and assigns, the Township shall have the right to enter upon the Property to cure such default.

NOW THEREFORE, in consideration of the foregoing statements, the Township's approval of the Plan, and the following terms and conditions, the parties hereto agree as follows:

1. For the purposes of this agreement, the following definitions shall apply:

BMP (Best Management Practice) - Activities, facilities, designs, measures, or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the Township's Stormwater Management Ordinance, including but not limited to infiltration trenches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers, sand filters, and detention basins.

Stormwater Management Facility – Any structure, device, construct, or improvement (including, but not limited to BMPs) designed, installed, constructed, and maintained for the purpose controlling and regulating stormwater.

2. All Stormwater Management Facilities shall be constructed by Landowners in accordance with the terms, conditions, and specifications identified in the Plan.

3. Landowners shall operate and maintain the Stormwater Management Facilities as shown on the Plan in good working order acceptable to the Township and in accordance with the specific maintenance requirements noted on the Plan.

4. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite Stormwater Management Facilities by Landowners; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.

5. Landowners shall keep and maintain the Stormwater Management Facilities in good working condition. Landowners shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said Facilities shown on the Plan and located on the Property, including but not limited to drainage swales, detention and

retention basins, BMP's, stormwater piping systems, headwalls, inlet, and outlet structures, plantings, and all structures and facilities appurtenant to the foregoing, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof and to ensure compliance with all federal, state, and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered in any manner without the prior written approval of the Township. In particular, Landowners, for themselves, their heirs, grantees, successors, and assigns, agree to the following:

- a. To regularly perform all inspections and maintenance of the Stormwater Management Facilities as is necessary and desirable to ensure the proper functioning of the Facilities.
- b. Not to alter any of the Stormwater Management Facilities in a manner which would adversely affect the proper functioning of one or more of the Facilities or cause any of the Facilities to differ from what is shown on the Plan, without written approval of the Township.
- c. To remove debris and silt from the Stormwater Management Facilities to ensure that the Facilities remain in good working order.
- d. To make all repairs necessary to ensure the continued proper operation of the Stormwater Management Facilities.

6. Any and all Stormwater Management Facilities or erosion and sedimentation control facilities that have been damaged or fail to function properly, for any reason, shall be stabilized and reconstructed by Landowners to approved design grades and specifications as shown on the Plan and approved by the Township.

7. All open swale/drainage easements and drainage, detention, and/or retention basin easements shown on the Plan shall be maintained in a grassed or otherwise improved condition, in accordance with the grades and designs shown on the Plan. All such areas shall be kept free of all obstructions, including but not limited to, fill, temporary or permanent structures, and plants (other than what is shown on the Plan).

8. Whenever sedimentation is caused by stripping vegetation, grading, or other earth moving activities on the Property, it shall be the responsibility of Landowners to remove such sedimentation from all adjoining surfaces, drainage systems, and watercourses, and to correct and repair any damage caused by such sedimentation at their sole expense.

9. Landowners hereby agree to retain a reputable service company to inspect any and all Stormwater Management Facilities installed and/or constructed as a part of this Project. Such inspection shall occur on an annual basis and, if required, this service company shall clean such structures by removing any debris or other material from them. The material removed must be disposed of at a DEP-permitted landfill or some other facility approved by DEP for the handling of such material. Landowners are specifically prohibited from flushing any debris or other material out of the Facilities.

10. Landowners hereby agree to comply with all regulations promulgated by the Pennsylvania Department of Environmental Protection for the NPDES MS4 program.

11. Landowners hereby grant permission to the Township, its authorized agents and employees, upon presentation of proper identification, to enter upon the Property at reasonable times to inspect the Stormwater Management Facilities whenever the Township deems necessary. The purpose of such inspections is to ensure safe and proper functioning of the Facilities. The inspections shall cover each and every Facility and the appurtenant structures, including BMPs, berms, outlet structures, pond areas, access roads, etc. When inspections are conducted, the Township shall give Landowners copies of any inspection report which may have been prepared. Maintenance inspections shall be performed at the discretion of the Township. All reasonable costs for said inspections shall be borne by Landowners and payable to the Township.

12. Landowners hereby grant and convey to the Township, its authorized agents and employees, a non-exclusive access easement over the Property for the sole purposes of: inspecting the Stormwater Management Facilities; maintaining, when necessary, these Facilities; curing any default by Landowners; and exercising the rights granted to the Township under this Agreement. Nothing herein shall be construed to permit the Township, its agents or employees to access dwellings, buildings, or accessory buildings on the Property. The Township releases Landowners from all claims, losses, damages, liabilities, or any other demand for money or damages whatsoever, including, without limitation, all attorney's fees, arising out of or related in any way to the Township's presence on the Property pursuant to this Agreement, except those based upon Landowners' negligence, gross negligence, or willful misconduct. Furthermore, the Township warrants and shall forever defend against any such claims.

13. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property, without notification, to inspect the Stormwater Management Facilities and to perform any necessary maintenance and repairs to the Facilities, if the health or safety of the public is at jeopardy. Under such circumstances, the Township shall notify Landowners of any inspection, maintenance or repair undertaken within five days of the activity. Landowners shall reimburse the Township for its costs.

14. Landowners shall be responsible for and shall guarantee the proper inspection, operation, performance, maintenance, repair, and replacement of the Stormwater Management Facilities. Prior to or Contemporaneously with the execution of this Agreement, Landowners shall pay a Stormwater BMP Maintenance Guarantee of One Thousand Four Hundred Ninety-Five Dollars and Fifty-Two Cents (\$1,495.52) to provide financial guarantees for the timely and proper installation, construction, inspection, operation, performance, maintenance, repair, and replacement of the Facilities (hereinafter referred to as the "*Guarantee*"). Furthermore, Landowners shall pay any costs and expenses incurred by the Township regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities and any costs and expenses the Township incurred by performing any work of any nature on the Facilities, due to Landowners' failure to perform such work. Landowners shall reimburse the Township within thirty (30) days of receipt of an invoice for all costs and expenses (direct and indirect) incurred by the Township. In the event Landowners fail to fulfill such responsibility or guarantee regarding

the inspection, operation, performance, maintenance, repair, and replacement of the Facilities or fail to pay the aforementioned Township-incurred costs and expenses within thirty (30) days of receiving the invoice, the Township may use any of the funds raised by this Guarantee to reimburse itself for any and all costs and expenses it has incurred due to such failure by Landowners.

In addition to the aforementioned remedy concerning the Guarantee, if Landowners fail to properly operate, maintain, repair, and/or replace the Stormwater Management Facilities in accordance with this Agreement or fail to pay the aforementioned Township-incurred costs and expenses within 30 days of receiving the invoice for these costs, the Township may issue fines; institute civil suits, in equity or at law, against Landowners, as authorized under provisions of the ~~Second Class Township Code; and/or file a lien against the Property in accordance with the~~ Municipal Lien Law for all such costs and expenses incurred by the Township, including reasonable attorney's fees. The Township's remedies described in this Agreement shall be cumulative and shall be in addition to any and all remedies or rights the Township has under law or equity to enforce the terms of this Agreement.

15. In the event the Township, pursuant to this Agreement, performs work of any nature on the Stormwater Management Facilities on the Property or expends any funds in performance of said work on account of Landowners' failure to perform such work, Landowners shall reimburse the Township within thirty (30) days of receipt of an invoice for all costs and expenses (direct and indirect) incurred by the Township related to such work. If this invoice is not paid within said thirty-day period, the Township may enter a lien against the Property or a portion thereof on which the work was performed in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under provisions of the Second Class Township Code.

16. It is expressly understood and agreed that the Township is under no obligation to maintain or repair any of the Stormwater Management Facilities on the Property, and, in no event shall this document be construed to impose any such obligation upon the Township.

17. Landowners, for themselves, their heirs, grantees, successors and assigns, releases the Township, its engineer, solicitor, and all other agents, servants, or employees from all claims, losses, damages, liabilities, or any other demand for money or damages whatsoever, including, without limitation, all attorney's fees, arising out of or related in any way to the construction, presence, existence, or maintenance of the Stormwater Management Facilities; the grant of this Agreement; Landowners' compliance with this Agreement; or the exercise of the rights granted to the Township by this Agreement. Furthermore, Landowners, for themselves, their heirs, grantees, successors, and assigns, warrants and shall forever defend against any such claims. This Release, however, shall not apply to claims, actions, losses, damages, costs, or liabilities arising out of the intentional negligence and/or willful conduct of the Township, its engineer, solicitor, and all other agents, servants, or employees. In the event such a claim relating to the Facilities is asserted against the Township, its engineer, solicitor, and all other agents, servants, or employees, the Township shall promptly notify Landowners, and Landowners shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the Township, its engineer, solicitor, and all other agents, servants, or employees, shall be adjudicated against the Township, Landowners shall pay all costs and expenses in connection therewith.

18. Landowners shall hold Township harmless and indemnify Township, its officers, employees, or agents, from and against any and all claims, actions, causes of action, judgments, costs, expenses and liabilities of any kind whatsoever incurred in connection with, arising from or as a result of death, accident, injury, loss, or damage to any person or any property in or about the subject Stormwater Management Facilities arising out of the performance by Landowners, their heirs, grantees, successors and assigns, in constructing, inspecting, operating, repairing, replacing, and/or maintaining such Facilities. Landowners further agree that they, their heirs, grantees, successors, and assigns will reimburse the Township for any expenses which the Township, its officers, employees, or agents, have incurred, including legal fees, engineering fees, expert witness fees, and judgments, as a result of claims filed or brought against the Township, its officers, employees, or agents, related to the construction, inspection, operation, repair, replacement, and/or maintenance of the Stormwater Management Facilities.

19. If the Township determines that a violation of the terms of this Agreement has occurred, it shall give written notice to Landowners of such violation, along with a list of responsibilities which have not been properly performed by Landowners, and demand corrective action sufficient to cure the violation. Landowners shall have fifteen (15) calendar days to accomplish, to the Township's satisfaction, the responsibilities on the list. If Landowners fail to cure the violation(s) within these fifteen (15) days after receipt of notice thereof from the Township, or under circumstances where the violation cannot reasonably be cured within a fifteen (15) day period, fail to begin curing such violation within the fifteen (15) day period, or fail to continue diligently to cure such violation until finally cured, the Township may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement and to enjoin the violation, ex parte as necessary, by temporary or permanent injunction. The Township's remedies described in this Agreement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

Landowners agree that the Township's remedies at law for any violation of the terms of this Agreement are inadequate and that the Township shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which the Township may be entitled, including specific performance of the terms of this Agreement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

All reasonable costs incurred by the Township in enforcing the terms of this Agreement against Landowners, including, without limitation, costs and expenses of suit, and reasonable attorney's fees, shall be borne by Landowners, if the Township prevails.

Forbearance by the Township to exercise its rights under this Agreement in the event of any breach of any term of this Agreement shall not be deemed or construed to be a waiver by the Township of such terms, or of any subsequent breach of the same, or any other term of this Agreement, or of any of the Township's rights under this Agreement. No delay or omission by the Township in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver. Landowners, for themselves, their heirs, grantees, successors, and assigns, hereby waive any defense of laches, estoppel, or prescription.

In addition, upon failure of Landowners to fulfill any of their obligations under this Agreement, after notice to do so is provided as required above, the Township may enter upon the

Property and take such necessary and prudent work needed, in its sole and absolute discretion, to bring Landowners into compliance with this Agreement. All such work shall be conducted at Landowners' expense, and Landowners hereby agree to assume and pay all costs incurred by the Township in completing this work, including a ten percent (10%) surcharge for the Township's administrative expenses, all professional fees and costs, and any costs associated with the filing of a municipal lien or lawsuit.

20. This Agreement shall be recorded with the Bucks County Recorder of Deeds. This Agreement is appurtenant to Property and shall be construed to be covenants running with the land binding upon Landowners, their heirs, grantees, successors, and assigns.

21. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, grantees, successors, and assigns. The terms "Landowners", "New Britain Township", and "Township" as used herein shall include their respective heirs, grantees, successors, and assigns.

22. The parties agree that this Agreement contains all of the agreements between the parties regarding the operation and maintenance of the Stormwater Management Facilities and that there are no other agreements or representations made by either of them. This Agreement sets forth the entire understanding between the parties as to the subject matter of this Agreement and any representations, oral or written, not contained therein, are without effect.

23. Landowners shall not assign this Agreement, in whole or any part, to any person or other entity without the prior written consent of the Township. Any attempt at assignment without the prior written consent of the Township shall be null and void, not binding on the Township, and the same shall constitute a default under this Agreement.

24. This Agreement shall not be modified, amended, or terminated except by a written agreement executed by all of the parties.

25. It is expressly understood and agreed that no third party beneficiaries are created by this Agreement.

26. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and Ordinances of New Britain Township. All the parties to this Agreement hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Bucks County, Pennsylvania regarding any dispute arising out of or in connection with this Agreement. All the easement rights and responsibilities shall be exercised in compliance with all applicable laws, ordinances, rules, and regulations along with all approvals granted by all governmental authorities having jurisdiction over the Property and/or the Project, including, without limitation, New Britain Township.

27. If any ambiguity or ambiguities in this Agreement should be claimed by either Landowners or the Township, or if any court of competent jurisdiction should determine that any ambiguity exists in this Agreement, any such ambiguity shall be resolved in favor of ensuring the

proper inspection, maintenance, and operation of the Stormwater Management Facilities on the Property at the expense of Landowners.

28. The provisions of this Agreement shall be severable. 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 such provision shall be illegal, invalid, unenforceable, unconstitutional, or void and the remainder of this Agreement shall be in full force and effect.

29. In the event that any of the provisions of this Agreement should, for any reason whatsoever, not be noted or recited in any subsequent deed for the Property or any portion thereof, such terms, conditions and restrictions shall attach to the Property or any portion thereof under and pursuant to this Agreement notwithstanding the absence of such provisions in said deed.

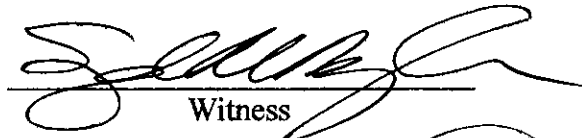
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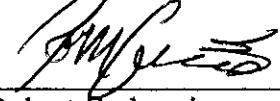
**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
King Road
(Signatures)**

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereby cause this Agreement to be executed the day and year first above written.

LANDOWNERS:

GARBACCIO/DESANTIS


Witness

By: 
Robert Garbaccio


Witness

By: Krystal Desantis
Krystal Desantis

TOWNSHIP:

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

Approved by the proper action of the Board of Supervisors of New Britain Township on the _____ day of _____, A.D., 2021, at an official public meeting of the Township with a quorum present and voting, with the proper officers of the Township being directed to execute this Agreement and the Township Secretary or Assistant Secretary, being directed to note this action upon the minutes of said meeting.

By: _____
Name: Gregory T. Hood
Title: Chairman

ATTEST:

Matthew West, Manager

**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
King Road
(Acknowledgments)**

BY LANDOWNERS

COMMONWEALTH OF PENNSYLVANIA :
: *ss.*
COUNTY OF Montgomery :

ON THIS 9th day of June, 2021, before me a Notary Public, personally appeared **ROBERT GARBACCIO and KRYSTAL DESANTIS**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Commonwealth of Pennsylvania - Notary Seal
STACEY L. KOOKER, Notary Public
Bucks County
My Commission Expires April 2, 2023
Commission Number 1088037

 (SEAL)
Notary Public

BY TOWNSHIP

COMMONWEALTH OF PENNSYLVANIA :
: *ss.*
COUNTY OF BUCKS :

On this _____ day of _____, 2021, before me a Notary Public, personally appeared **GREGORY T. HOOD, CHAIRMAN OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP**, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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

Notary Public (SEAL)

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
1852P005	1852 PA OPCO LLC	21000312	06/10/21	CAR WASHES/MAY 2021	Open	52.80	0.00		
AQUAP010	AQUA PENNSYLVANIA	21000313	06/10/21	FIRE HYDRANT RENT	Open	915.90	0.00		
BKS CT	BKS CTY COURT REPORTERS, LLC	21000311	06/10/21	ZONING HRG/COURT REPORTER	Open	175.00	0.00		
DONAL020	DONALD W. MORRISON PH.D.	21000314	06/10/21	PSYCHOLOGICAL REPORT/CHIEF	Open	625.00	0.00		
DUNLA010	dunlapSLK	21000310	06/10/21	PAYROLL/MISC SERVICES	Open	830.00	0.00		
FISHE010	FISHER IRRIGATION & LIGHTING L	21000308	06/10/21	SPRINKLER REPAIR/PARK	Open	365.00	0.00		
FPMAI005	FP MAILING SOLUTIONS	21000309	06/10/21	REFILL POSTAGE METER	Open	600.00	0.00		
HOMED010	HOME DEPOT CREDIT SERVICES	21000306	06/10/21	MATERIALS/SUPPLIES	Open	805.59	0.00		
JWRME005	JWR MECHANICAL LLC	21000305	06/10/21	BLDG MAINTENANCE	Open	809.19	0.00		
PECOE020	PECO ENERGY-PAYMENT PROCESSING	21000298	06/10/21	ELECTRIC	Open	382.27	0.00		
SAFEC005	SAFE CITY SOLUTIONS, LLC	21000315	06/10/21	PROFESSIONAL SERVICES/CHIEF	Open	7,750.00	0.00		
STAND015	STANDARD DIGITAL LEASING	21000304	06/10/21	ADMIN COPIER	Open	322.14	0.00		
UNITE010	UNITED INSPECTION AGENCY INC.	21000300	06/10/21	OUTSIDE INSPECTIONS	Open	965.00	0.00		
UNIVE015	UNIVEST BANK	21000303	06/10/21	LOAN PAYMENT	Open	2,163.26	0.00		
VERIZ010	VERIZON	21000302	06/10/21	FIOS INTERNET/PUBLIC WORKS	Open	110.99	0.00		
WEHRU010	WEHRUNG'S	21000299	06/10/21	POLICE SUPPLIES	Open	63.98	0.00		

Vendor #	Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<hr/>							
ZEPPS010	ZEP SALES AND SERVICE						
21000301	06/10/21	PUBLIC WORKS SUPPLIES	Open	194.99	0.00		
<hr/>							
Total Purchase Orders:	17	Total P.O. Line Items:	0	Total List Amount:	17,131.11	Total Void Amount:	0.00
<hr/>							

JUNE 21, 2021
EXPENDITURES PREVIEW APPROVAL

NBT BOARD OF SUPERVISORS

APPROVED BY THE BOARD OF SUPERVISORS

ATTEST: _____

DATE: _____

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type Description	Contract PO Type	Stat/Chk	First Rcvd Enc Date	Date	Chk/Void	Invoice
21000325	06/18/21	EUREK010 EUREKA STONE QUARRY INC.										
1			1,003.84	01-438-820	E PATCHING/CORE SAMPLES		R	06/18/21	06/18/21			413646
21000326	06/18/21	EUREK010 EUREKA STONE QUARRY INC.										
1			242.31	01-438-820	E PATCHING/CORE SAMPLES		R	06/18/21	06/18/21			413773
21000327	06/18/21	EUREK010 EUREKA STONE QUARRY INC.										
1			235.55	01-438-820	E PATCHING/CORE SAMPLES		R	06/18/21	06/18/21			413906
21000328	06/18/21	EUREK010 EUREKA STONE QUARRY INC.										
1			284.94	01-438-820	E PATCHING/CORE SAMPLES		R	06/18/21	06/18/21			414611
21000329	06/18/21	EAGLE055 EAGLE POWER TURF & TRACTOR										
1			31.50	01-410-240	E FIREARMS & SUPPLIES		R	06/18/21	06/18/21			P22860
21000330	06/18/21	COMCA010 COMCAST										
1			266.44	01-400-320	E TELEPHONE/COMMUNICATIONS		R	06/18/21	06/18/21			
2			266.45	01-410-320	E COMMUNICATIONS		R	06/18/21	06/18/21			
			532.89									
21000331	06/18/21	CYNCO010 CYNCON EQUIPMENT INC.										
1			553.78	01-437-300	E VEHICLE REPAIRS		R	06/18/21	06/18/21			86555
2			112.00	01-437-300	E VEHICLE REPAIRS		R	06/18/21	06/18/21			86555
3			40.55	01-437-300	E VEHICLE REPAIRS		R	06/18/21	06/18/21			86555
			706.33									
21000332	06/18/21	CYNCO010 CYNCON EQUIPMENT INC.										
1			18.34	01-437-300	E VEHICLE REPAIRS		R	06/18/21	06/18/21			86554
21000333	06/18/21	CYNCO010 CYNCON EQUIPMENT INC.										
1			126.74	01-437-300	E VEHICLE REPAIRS		R	06/18/21	06/18/21			86533
2			13.32	01-437-300	E VEHICLE REPAIRS		R	06/18/21	06/18/21			86533
			140.06									
21000334	06/18/21	COSTCO010 COSTCO WHOLESALE MEMBERSH										
1			120.00	01-400-300	E GENERAL ADMIN EXPENSE		R	06/18/21	06/18/21			
21000335	06/18/21	NYCO010 NYCO CORPORATION										
1			11.34	01-438-460	E GENERAL EXPENSE		R	06/18/21	06/18/21			2101654

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type Description	Contract PO Type	Stat/Chk	First Rcvd Enc Date	Chk/Void Date	Invoice
21000336	06/18/21	MARKS010 MARK S. DUNCAN JR.	1 health reimbursement	160.00	01-486-157	E HEALTH & VISION REIMBURSEMENTS		R	06/18/21	06/18/21	
21000337	06/18/21	WIL0010 WILLOW TREE & LANDSCAPE SERVIC	1 tree removal	1,900.00	01-409-370	E BUILDING MAINTENANCE & REPAIRS		R	06/18/21	06/18/21	60215
21000338	06/18/21	WTL0010 WILLOW TREE & LANDSCAPE SERVIC	1 remove tree limb	875.00	01-455-370	E TREE MAINTENANCE		R	06/18/21	06/18/21	60216
21000339	06/18/21	AQUAST Aqua String Band	1 4th of July band	2,250.00	07-454-300	E ACTIVITIES/PROGRAMS		R	06/18/21	06/18/21	
21000340	06/18/21	GERHART Christopher Gerhart	1	450.00	07-454-300	E ACTIVITIES/PROGRAMS		R	06/18/21	06/18/21	
21000341	06/18/21	THOMA100 THOMAS WEIDNER	1	450.00	07-454-300	E ACTIVITIES/PROGRAMS		R	06/18/21	06/18/21	
21000342	06/18/21	WINDRIVE Wind River Environmental LLC	1 disposal fee liquid	787.50	01-430-370	E BUILDING MAINTENANCE		R	06/18/21	06/18/21	5028810
			2 disposal load verify	95.00	01-430-370	E BUILDING MAINTENANCE		R	06/18/21	06/18/21	5028810
			3 vacuum truck and operator	795.00	01-430-370	E BUILDING MAINTENANCE		R	06/18/21	06/18/21	5028810
			4 vacuum truck service	225.00	01-430-370	E BUILDING MAINTENANCE		R	06/18/21	06/18/21	5028810
				<u>1,902.50</u>							
21000343	06/18/21	INTERCO Intercountry Investigations	1 background investigation	2,900.00	01-404-310	E SOLICITOR/GENERAL SERVICES		R	06/18/21	06/18/21	1028
21000344	06/18/21	READY005 READY REFRESH BY NESTLE	1 plastic 9 oz cups	5.98	01-437-360	E HEAT AND UTILITIES		R	06/18/21	06/18/21	11F0436107767
			2 Poland spring 5 gallon bottle	79.35	01-437-360	E HEAT AND UTILITIES		R	06/18/21	06/18/21	11F0436107767
			4 bottle deposit	25.00	01-437-360	E HEAT AND UTILITIES		R	06/18/21	06/18/21	11F0436107767
			5 rent	2.99	01-437-360	E HEAT AND UTILITIES		R	06/18/21	06/18/21	11F0436107767
				<u>113.32</u>							
21000345	06/18/21	READY005 READY REFRESH BY NESTLE	1 paper invoice fee	3.00	01-410-360	E UTILITIES		R	06/18/21	06/18/21	11F0436449664
			2 deer park .51 case of 24	23.96	01-410-360	E UTILITIES		R	06/18/21	06/18/21	11F0436449664
			3 deer park 5 gal of water	31.43	01-410-360	E UTILITIES		R	06/18/21	06/18/21	11F0436449664

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type Description	Contract PO Type	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date	Invoice
21000354	06/18/21	PECOE020	PECO ENERGY-PAYMENT PROCESSING	37.99	01-409-360	E UTILITIES		R	06/18/21	06/18/21	
1											
21000355	06/18/21	RIGGI010	RIGGINS INC.	1,705.96	01-437-330	E FUEL & OIL EQUIP		R	06/18/21	06/18/21	75048390
1											
21000356	06/18/21	RIGGI010	RIGGINS INC.	799.86	01-437-330	E FUEL & OIL EQUIP		R	06/18/21	06/18/21	75048384
1											
21000357	06/18/21	RIGGI010	RIGGINS INC.	939.48	01-437-330	E FUEL & OIL EQUIP		R	06/18/21	06/18/21	7504728
1											
21000358	06/18/21	RIGGI010	RIGGINS INC.	1,313.31	01-410-224	E FUELS/OIL		R	06/18/21	06/18/21	75048383
1											
21000359	06/18/21	VERIZ010	VERIZON	160.58	01-410-320	E COMMUNICATIONS		R	06/18/21	06/18/21	
1											
Total Purchase Orders:				44	Total P.O. Line Items:	70	Total List Amount:	22,998.13	Total Void Amount:	0.00	

Totals by Year-Fund		Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total
Fund Description								
GENERAL FUND:		1-01	18,711.90	0.00	18,711.90	0.00	0.00	18,711.90
STREET LIGHTING FUND:		1-02	472.23	0.00	472.23	0.00	0.00	472.23
PARKS & RECREATION FUND:		1-07	3,814.00	0.00	3,814.00	0.00	0.00	3,814.00
Total of All Funds:			<u>22,998.13</u>	<u>0.00</u>	<u>22,998.13</u>	<u>0.00</u>	<u>0.00</u>	<u>22,998.13</u>

JUNE 21, 2021
EXPENDITURES PREVIEW APPROVAL

NBT BOARD OF SUPERVISORS

APPROVED BY THE BOARD OF SUPERVISORS

ATTEST: _____

DATE: _____