



New Britain Township Board of Supervisors

Business Meeting

Monday, November 15, 2021

6:30 p.m. Executive Session

7:00 p.m. Regular Meeting

Agenda

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Chair Comments**
4. **Presentation Items**
 - A. [Bridge Project](#)
 - B. 2022 Preliminary Budget
5. **Public Comment**
6. **Action Items**
 - A. Motion to approve meeting minutes of the October 18, 2021 & November 1, 2021, Board of Supervisors meeting
 - B. Motion to approve schedule of bills
 - C. Motion to approve consent agenda
 - i. Toll Brothers PA XIII, L.P., has executed Escrow Release #3 for New Britain Woods for \$141,926.54, leaving \$376,152.90 remaining.
 - ii. Richard and Rebecca Bevilacqua have executed a Professional Services Agreement for Creek Road, TMP #26-011-038, with corresponding legal and engineering escrow of \$5,000.00.
 - iii. Paul and Molly Thomas have executed a Professional Services Agreement for 862 Myers Road, TMP #26-003-085-003, with corresponding legal and engineering escrow of \$5,000.00.
 - iv. Holy Properties, LLC has executed the following documents in reference to, 324 Schoolhouse Road, TMP #26-001-103-001: Memorandum of Development, Development Agreement, Stormwater Facilities Operation and Maintenance Agreement, Record Plan, and Declaration of Covenants, Easements, Conditions and Restrictions.
 - D. Motion to authorize advertisement of 2022 Preliminary Budget

- E. Motion to adopt Resolution 2021-29: Reallocate 2021 PD Funds in Materials & Supplies/Computers to Equipment Purchases
- F. Motion to authorize the purchase of a Model All Terrain Power Bike
- G. Motion to approve the contract and expenditure for CODY Records Management
- H. Motion to approve purchase of play structure for North Branch Park
- I. Motion to adopt Resolution 2021-28: Disaster Assistance for Tropical Storm Ida
- J. Motion to adopt Resolution 2021-30: Police Grievance Settlement
- K. Motion to adopt Resolution 2021-31: Sale of Township Property Policy
- L. Motion to adopt Resolution 2021-32: New Britain-Hatfield Intermunicipal Police Services Agreement

7. Information Items

- A. Township Manager's report
- B. Departmental Reports
- C. Solicitor's Report
- D. Engineer's Report
- E. Board of Supervisors' Comments

8. Old Business

9. New Business

10. Adjournment

*The Next Meeting of the Board of Supervisors of New Britain Township will take place on **Monday, December 6, 2021, 9:00 a.m.** at the New Britain Township Building, 207 Park Avenue, Chalfont, PA. Agenda and meeting materials are posted to the Township website prior to the meeting date at www.newbritaintownship.org.*



**TOWNSHIP OF NEW BRITAIN
BUCKS COUNTY, PA**

BOARD MOTION

Date: November 15, 2021

I MOVE THAT: The Board approve the minutes of the October 18, 2021 Business Meeting and the November 1, 2021 Work Session Meeting of the New Britain Township Board of Supervisors.

Presented By: _____

Seconded By: _____



**TOWNSHIP OF NEW BRITAIN
BUCKS COUNTY, PA**

BOARD MOTION

Date: October 18, 2021

I MOVE THAT: The Board approve the Schedule of Bills dated October 19, 2021, October 20, 2021, November 1, 2021 (medical reimbursements), November 1, 2021, November 4, 2021 (3), November 10, 2021 (medical reimbursements), and November 10, 2021, in the amount of \$630,761.22, and authorize the Township Manager to pay all bills, per the attachment.

Presented By: _____

Seconded By: _____

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
TDAME010	TD AMERITRADE INSTITUTIONAL	21000753	10/18/21	2021 MMO	Open	155,858.55	0.00		

Total Purchase Orders: 1 Total P.O. Line Items: 0 Total List Amount: 155,858.55 Total Void Amount: 0.00

P.O. Type: All
Range: First
Format: Condensed

to Last

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ADTC0005	ADT COMMERCIAL	21000777	10/20/21	Security	Open	413.52	0.00		
AQAP010	AQUA PENNSYLVANIA	21000712	10/11/21	Fire Hydrant Rental	Open	917.50	0.00		
AUTOZ005	AutoZone, Inc.	21000770	10/20/21	Auto Parts	Open	177.74	0.00		
BEEBERG	Bee Bergvall & Co	21000739	10/18/21	Acct Services	Open	7,130.00	0.00		
BERGE010	BERGEY'S INC.	21000779	10/20/21	Parts/Repairs	Open	2,260.58	0.00		
BROMM010	BROMM'S LULLABY FARM	21000758	10/20/21	Sod	Open	247.50	0.00		
CARRO020	CARROT-TOP INDUSTRIES INC.	21000746	10/18/21	Flags	Open	221.39	0.00		
CATHE010	CATHERINE BASILII	21000774	10/20/21	Zoning Hearings	Open	30.00	0.00		
CHUCK	CHUCK COXHEAD	21000773	10/20/21	Zoning Hearings	Open	30.00	0.00		
COMCA010	COMCAST	21000772	10/20/21	Cable/Internet	Open	281.94	0.00		
		21000778	10/20/21	Cable/Internet	Open	510.48	0.00		
						792.42			
DISPL010	DISPLAY AND SIGN CENTER	21000738	10/18/21	Printing	Open	80.00	0.00		
DVHT010	DVHT	21000751	10/18/21	Health Insurance	Open	51,259.66	0.00		
EASTE010	EASTERN AUTOPARTS WAREHOU	21000767	10/20/21	Auto Parts	Open	147.37	0.00		
EUREK010	EUREKA STONE QUARRY INC.	21000735	10/18/21	Drainage	Open	894.00	0.00		
FISHE010	FISHER IRRIGATION & LIGHTING L	21000740	10/18/21	Repair	Open	300.00	0.00		
GEORG040	GEORGE ALLEN PORTABLE TOILETS	21000747	10/18/21	Portable Toilets/Parks	Open	664.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
HKMAT010 H & K MATERIALS									
		21000748	10/18/21	Surge Materials	Open	598.31	0.00		
HARLE015 HARLEYSVILLE PARTY RENTAL									
		21000757	10/20/21	Fall Fest Inflatables	Open	262.50	0.00		
HOMED010 HOME DEPOT CREDIT SERVICES									
		21000756	10/20/21	Supplies	Open	220.45	0.00		
HPT HPT SYSTEMS, INC.									
		21000737	10/18/21	Monthly cCloud Backup	Open	169.50	0.00		
JIMSC005 Jim Scanzillo									
		21000775	10/20/21	Zoning Hearings	Open	30.00	0.00		
LMGFA010 LMG FAMILY PRACTICE									
		21000760	10/20/21	Pre-Employment Screening	Open	155.00	0.00		
MACMI010 MACMILLAN OIL COMPANY									
		21000755	10/20/21	Supplies	Open	41.00	0.00		
MOYER010 MOYER INDOOR/OUTDOOR									
		21000743	10/18/21	Lawn Products	Open	478.00	0.00		
NEWAR010 NEW ARRIVAL STUDIOS									
		21000764	10/20/21	Q3 2021 Website Charges	Open	900.00	0.00		
PACHI010 PA CHIEFS OF POLICE ASSOC									
		21000736	10/18/21	Job Posting	Open	150.00	0.00		
PAPCO005 PAPCO									
		21000776	10/20/21	Fuel	Open	8,034.81	0.00		
PECOE020 PECO ENERGY-PAYMENT PROCESSING									
		21000752	10/18/21	Electric	Open	530.34	0.00		
PSATS020 PSATS									
		21000754	10/20/21	Southeast 2021 Regional Forum	Open	85.00	0.00		
READY005 READY REFRESH BY NESTLE									
		21000741	10/18/21	Bottled water	Open	176.18	0.00		
		21000768	10/20/21	Bottled water	Open	46.87	0.00		
						223.05			
ROBER270 ROBERT E. LITTLE, INC.									
		21000765	10/20/21	Mower Repair	Open	268.21	0.00		
RYANB005 Ryan Brunk									
		21000749	10/18/21	CPR/First Aid Class	Open	1,080.00	0.00		
SERVI010 SERVICE TIRE TRUCK CENTERS									
		21000766	10/20/21	Tires	Open	2,091.16	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
STAND015 STANDARD DIGITAL LEASING									
		21000769	10/20/21	Copiers	Open	616.87	0.00		
STAND010 STANDARD INSURANCE COMPANY									
		21000759	10/20/21	Life/Disability Insurance	Open	2,887.86	0.00		
UNITE010 UNITED INSPECTION AGENCY INC.									
		21000750	10/18/21	Outside Inspections	Open	600.00	0.00		
UNIVE010 UNIVERSAL ELECTRIC LLC									
		21000763	10/20/21	Lockerroom Lights	Open	186.00	0.00		
UNIVE015 UNIVEST BANK									
		21000744	10/18/21	Loan Payment	Open	2,487.74	0.00		
VERIZ010 VERIZON									
		21000771	10/20/21	Fios Internet	Open	160.58	0.00		
WEHRU010 WEHRUNG'S									
		21000742	10/18/21	Materials	Open	14.36	0.00		
		21000745	10/18/21	Marking Paint	Open	53.94	0.00		
						68.30			
WITME010 WITMER PUBLIC SAFETY GROUP, INC									
		21000762	10/20/21	Firearms	Open	101.95	0.00		
NEWT0020 WORKPLACE CENTRAL									
		21000761	10/20/21	Office Supplies	Open	375.95	0.00		
Total Purchase Orders: 45 Total P.O. Line Items: 0 Total List Amount: 88,368.26 Total Void Amount: 0.00									

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
ATTM0010	AT&T MOBILITY	21000782	10/28/21	Mobile Phone Service	Open	473.85	0.00		
AUTOZ005	AutoZone, Inc.	21000790	10/28/21	Shop Supplies	Open	26.28	0.00		
BILLM010	BILL MITCHELL'S AUTO SERVICE I	21000789	10/28/21	Vehicle Repair	Open	25.57	0.00		
COMCA010	COMCAST	21000806	11/01/21	Cable/Internet	Open	15.86	0.00		
EUREK010	EUREKA STONE QUARRY INC.	21000803	11/01/21	Patching	Open	1,620.37	0.00		
EVIDE005	Evident, Inc.	21000787	10/28/21	Supplies	Open	23.90	0.00		
FEDEX010	FEDEX	21000802	11/01/21	Pension Cont. Shipping	Open	41.35	0.00		
GILMO010	GILMORE & ASSOCIATES INC.	21000795	10/28/21	Engineering Expenses	Open	33,274.01	0.00		
GRIMB010	GRIM BIEHN & THATCHER	21000794	10/28/21	Legal Expenses	Open	13,437.75	0.00		
KENNE010	KENNEDY CULVERT & SUPPLY CO.	21000804	11/01/21	Hurricane Repairs	Open	365.00	0.00		
PECOE020	PECO ENERGY-PAYMENT PROCESSING	21000784	10/28/21	Electric	Open	1,950.31	0.00		
REPUB005	REPUBLIC SERVICES #320	21000780	10/28/21	Trash Services	Open	925.07	0.00		
SOSME005	SOSMETAL PRODUCTS INC.	21000788	10/28/21	Shop Supplies	Open	95.08	0.00		
STAND010	STANDARD INSURANCE COMPANY	21000783	10/28/21	Life/Disability Insurance	Open	3,143.12	0.00		
THOMP010	THOMPSON NETWORKS	21000791	10/28/21	Monthly Support Payment	Open	1,299.00	0.00		
TOWNS015	TOWNSHIP OF NORTHAMPTON	21000785	10/28/21	BCC Verizon Franchise	Open	77.59	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
UNITE010 UNITED INSPECTION AGENCY INC.									
		21000792	10/28/21	Outside Inspections	Open	625.00	0.00		
VERIZ010 VERIZON									
		21000781	10/28/21	Fios Services/Equip	Open	17.82	0.00		
VERIZ050 VERIZON WIRELESS									
		21000793	10/28/21	Police Wireless Service	Open	157.65	0.00		
		21000805	11/01/21	Police Wireless Service	Open	480.12	0.00		
						<u>637.77</u>			
WITME010 WITMER PUBLIC SAFETY GROUP, INC									
		21000786	10/28/21	Firearms	Open	43.90	0.00		
<hr/>									
Total Purchase Orders:	21	Total P.O. Line Items:	0	Total List Amount:		58,118.60	Total Void Amount:		0.00

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
CENTR020	CENTRAL BUCKS AMBULANCE	21000811	11/04/21	3rd Qtr 2021 Distribution	Open	1,740.00	0.00		
CHAL-030	CHAL-BRIT REGIONAL EMS	21000810	11/04/21	3rd Qtr 2021 Distribution	Open	27,260.00	0.00		
CHALF060	CHALFONT FIRE CO RELIEF ASSOCI	21000816	11/04/21	Fire Relief Distribution 2021	Open	74,802.12	0.00		
CHALF080	CHALFONT FIRE COMPANY	21000812	11/04/21	3rd Qtr 2021 Distribution	Open	66,880.00	0.00		
DOYLE060	DOYLESTOWN FIRE COMPANY	21000815	11/04/21	3rd Qtr 2021 Distribution	Open	1,520.00	0.00		
DOYLE070	DOYLESTOWN FIREFIGHTERS' RELIE	21000819	11/04/21	Fire Relief Distribution 2021	Open	1,700.05	0.00		
DUBLI010	DUBLIN FIRE COMPANY	21000814	11/04/21	3rd Qtr 2021 Distribution	Open	3,040.00	0.00		
DUBLI020	DUBLIN FIRE COMPANY RELIEF ASS	21000818	11/04/21	Fire Relief Distribution 2021	Open	3,400.10	0.00		
HILLT010	HILLTOWN FIRE CO. RELIEF ASSOC	21000817	11/04/21	Fire Relief Distribution 2021	Open	5,100.14	0.00		
VALIC010	VALIC c/o JP MORGAN CHASE	21000808	11/04/21	3rd Qtr 2021 Valic Contrib.	Open	7,620.00	0.00		

Total Purchase Orders: 10 Total P.O. Line Items: 0 Total List Amount: 193,062.41 Total Void Amount: 0.00

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
HILLT020	HILLTOWN FIRE COMPANY	21000813	11/04/21	3rd Qtr 2021 Distribution	Open	4,560.00	0.00		

Total Purchase Orders: 1 Total P.O. Line Items: 0 Total List Amount: 4,560.00 Total Void Amount: 0.00

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
AQUAP010	AQUA PENNSYLVANIA	21000824	11/08/21	Fire Hydrant Rental	Open	915.90	0.00		
BILLM010	BILL MITCHELL'S AUTO SERVICE I	21000856	11/10/21	Emission Inspection/48-15	Open	39.57	0.00		
BUCKS030	BUCKS COUNTY CONSORTIUM	21000839	11/09/21	2022 Membership Dues	Open	150.00	0.00		
CRSUP005	C.R. SUPPLIES	21000855	11/10/21	Veterans Bingo Supplies	Open	140.00	0.00		
DELA020	DEL VALL PROP & LIABILITY TRST	21000859	11/10/21	Property & Liability Insurance	Open	12,379.00	0.00		
DELA040	DELAWARE VALLEY WORKERS' COMP	21000858	11/10/21	Workers Comp Insurance	Open	21,259.50	0.00		
DVHIT010	DVHT	21000825	11/08/21	Health Insurance	Open	59,296.31	0.00		
EUREK010	EUREKA STONE QUARRY INC.	21000843	11/09/21	Drainage	Open	950.17	0.00		
FRANK025	FRANK CALLAHAN CO., INC.	21000853	11/10/21	Multiple V-Belt	Open	64.96	0.00		
GEORG040	GEORGE ALLEN PORTABLE TOILETS	21000829	11/08/21	Portable Toilets/Parks	Open	664.00	0.00		
HABER010	H.A. BERKHEIMER INC.	21000826	11/08/21	Commission Fee Oct 2021	Open	19.82	0.00		
HAJOC010	HAJOCA CORPORATION	21000838	11/09/21	Shop Water Line	Open	25.71	0.00		
HOMED010	HOME DEPOT CREDIT SERVICES	21000823	11/08/21	Supplies	Open	146.62	0.00		
KEYBU005	KEY BUSINESS SOLUTIONS	21000841	11/09/21	Postage Meter	Open	15.00	0.00		
MUNIL005	MUNILOGIC	21000830	11/08/21	Monthly Hosting Fee"	Open	265.00	0.00		
NORTH050	NORTH PENN WATER AUTHORIT	21000820	11/08/21	Water	Open	157.92	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type	
OFFIC010 OFFICE BASICS INC.										
		21000834	11/09/21	Admin Office Supplies	Open	373.31	0.00			
LANDSCA P & C Landscaping										
		21000821	11/08/21	Lawn Maint.	Open	31.80	0.00			
		21000836	11/09/21	Lawn Maint.	Open	<u>31.80</u>	0.00			
						63.60				
PAPCO005 PAPCO										
		21000842	11/09/21	Fuel	Open	3,348.25	0.00			
PECOE020 PECO ENERGY-PAYMENT PROCESSING										
		21000807	11/01/21	Electric	Open	15.69	0.00			
		21000822	11/08/21	Electric	Open	398.33	0.00			
		21000833	11/08/21	Electric	Open	39.21	0.00			
		21000844	11/09/21	Electric	Open	<u>177.63</u>	0.00			
						630.86				
STAND020 STANDARD DIGITAL IMAGING										
		21000854	11/10/21	Toner Cartridge	Open	15.00	0.00			
STEPH045 STEPHENSON EQUIPMENT, INC.										
		21000835	11/09/21	Vehicle Repair	Open	164.85	0.00			
THOMA090 THOMAS J. WALSH III, ESQ.										
		21000832	11/08/21	Zoning Legal Services	Open	3,008.00	0.00			
UNITE010 UNITED INSPECTION AGENCY INC.										
		21000828	11/08/21	Outside Inspections	Open	125.00	0.00			
		21000840	11/09/21	Outside Inspections	Open	<u>185.00</u>	0.00			
						310.00				
UNIVE015 UNIVEST BANK										
		21000852	11/10/21	Loan Payment	Open	2,163.26	0.00			
VERIZ010 VERIZON										
		21000827	11/08/21	Internet	Open	110.99	0.00			
VERIZ050 VERIZON WIRELESS										
		21000831	11/08/21	Police Wireless Service	Open	25.02	0.00			
WEHRU010 WEHRUNG'S										
		21000857	11/10/21	Materials	Open	38.79	0.00			
WILLO010 WILLOW TREE & LANDSCAPE SERVIC										
		21000837	11/09/21	Tree Removal	Open	6,095.00	0.00			
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Total Purchase Orders:		34	Total P.O. Line Items:		0	Total List Amount:		112,836.41	Total Void Amount:	0.00

**EXPENDITURES PREVIEW
APPROVAL**

NBT BOARD OF SUPERVISORS

**APPROVED BY THE BOARD OF
SUPERVISORS**

Attest: _____

Date: _____



**TOWNSHIP OF NEW BRITAIN
BUCKS COUNTY, PA**

BOARD MOTION

Date: November 15, 2021

I MOVE THAT: The Board approve all items on the consent agenda, dated November 15, 2021, per the attachment.

Presented By: _____

Seconded By: _____

Consent Agenda Items for the Next Meeting (11/15/2021)

1. Toll Brothers PA XIII, L.P., has executed Escrow Release #3 for New Britain Woods for \$141,926.54, leaving \$376,152.90 remaining.
2. Richard and Rebecca Bevilacqua have executed a Professional Services Agreement for Creek Road, TMP #26-011-038, with corresponding legal and engineering escrow of \$5,000.00.
3. Paul and Molly Thomas have executed a Professional Services Agreement for 862 Myers Road, TMP #26-003-085-003, with corresponding legal and engineering escrow of \$5,000.00.
4. Holy Properties, LLC has executed the following documents in reference to, 324 Schoolhouse Road, TMP #26-001-103-001: Memorandum of Development Agreement, Development Agreement, Stormwater Facilities Operation and Maintenance Agreement, Record Plan, and Declaration of Covenants, Easements, Conditions and Restrictions.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

November 3, 2021

File No. 06-03141-01

Matthew West, Township Manager
New Britain Township
207 Park Avenue
Chalfont, PA 18914

Reference: New Britain Woods, Escrow Release #3
TMPs #26-1-38, 26-1-39, & 26-1-40-2

Dear Matthew:

We have generated Escrow Release #3 associated with the above-referenced project. A representative from our office performed a site observation of the completed improvements on October 26, 2021. Based on our review of the request, the following items are not recommended for release:

- a) B.9 E&S Maintenance and Removal: E&S controls still need to be removed from behind 91 Barclay Road.
- b) G.11 Line Painting - Roadway Site: The line painting has not been completed.
- c) Q.4. As-Built Plans: The previously submitted as-built plans have not been approved and basin as-built plans are still required.
- d) Q.12 Signage and Pavement Markings: The pavement markings have not been completed.
- e) Q.13 Relocate Signage: The "No Trucks sign to be relocated on Township Line Road is missing.

We have prepared Certificate of Completion #3 in the amount of \$141,926.54 for execution of an officer of Toll PA XIII, L.P., which has been signed and can be considered at the Board of Supervisors' next public meeting. We recommend the release of the funds as delineated on the attached breakdown and which equal One Hundred Forty-One Thousand Nine Hundred Twenty-Six Dollars and Fifty-Four Cents (\$141,926.54) to Toll PA XIII, L.P. The total escrow remaining for the project is \$376,152.90.

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

Sincerely,

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

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

JM/tw/sl

Enclosures: As Referenced

cc: Peter Nelson, Esq, Grim, Biehn & Thatcher
Michael Nice, P.E., Toll Brothers
Brian Dusault, Construction Services Manager, Gilmore & Associates, Inc.

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



October 27, 2021
Project No.: G&A #06-03141-01

**CERTIFICATE OF COMPLETION NO. 3
NEW BRITAIN WOODS
NEW BRITAIN TOWNSHIP**

Original Financial Security: \$ 1,771,609.45 (Total Construction)
 \$ 177,160.95 (Total Contingency)
 \$ 88,580.47 (Total Eng/Insp/Legal)
 \$ 2,037,350.87 (Total Escrow Posted)

We, the undersigned, hereby certify that the work provided for a certain Agreement between the New Britain Township and Toll PA XIII, L.P. relative to the construction and installation of certain improvements to the New Britain Woods Development have been completed to the extent of One Hundred Forty-One Thousand Nine Hundred Twenty-Six Dollars and Fifty-Four Cents (\$141,926.54). This certificate authorizes the Financial Security be reduced to the extent of **\$141,926.54** held by Travelers Casualty and Surety Company of America.

This draft is drawn upon the above stated security account and no other account which may be applicable to this project or in which Toll PA XIII, L.P., may have an interest. It is payable in an amount not to exceed \$141,926.54 to Toll PA XIII, L.P. or such other persons or parties as they shall designate.

ESCROW SUMMARY

Total Financial Security:	\$ 2,037,350.87
Amount of Previous Releases:	\$ 1,519,271.43
Amount of this Request:	\$ 141,926.54
Amount of Construction Available:	\$ 22,980.00
Total Escrow Remaining:	\$ 376,152.90

NEW BRITAIN TOWNSHIP ENGINEER:

Jane Marchand 10/27/21
Jane Marchand, P.E. Date
Gilmore & Associates, Inc
Township Engineers

DESIGNATED DRAFT RECIPIENT:

Name (print) MIKE NICE
Title *Executive VP New Britain*
Signature *[Signature]*

NEW BRITAIN TOWNSHIP MANAGER:

Matthew West, Manager



ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Barclay Road Subdivision	TOTAL CONSTRUCTION: \$1,771,609.45	AMOUNT OF WORK IN PLACE THIS PERIOD: \$149,396.36
PROJECT NO.: 06-03141	TOTAL CONSTRUCTION CONTINGENCY: \$177,160.95	REQUIRED RETAINAGE THIS RELEASE (5%): \$7,469.82
PROJECT OWNER: Toll PA XIII, LP.	TOTAL ENG/INSP/LEGAL: \$88,580.47	AMOUNT OF THIS RELEASE: \$141,926.54
MUNICIPALITY: New Britain Township	TOTAL ESCROW POSTED: \$2,037,350.87	TOTAL ESCROW RELEASED TO DATE: \$1,661,197.97
ESCROW AGENT: Travelers Casualty and Surety Company of America	RELEASE NO.: 3	TOTAL ESCROW REMAINING: \$376,152.90
TYPE OF SECURITY: Bond	RELEASE DATE: November 3, 2021	TOTAL CONSTRUCTION CONTINGENCY: \$177,160.95
AGREEMENT DATE: September 1, 2016		TOTAL ENG/INSP/LEGAL: \$88,580.47
		TOTAL RETAINAGE TO DATE: \$87,431.48
		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$22,980.00

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 4		
CONSTRUCTION ITEMS					UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
A.	CONSTRUCTION STAKEOUT												
	1.	Construction Stakeout	LS	1	\$31,799.00		\$31,799.00	1	\$31,799.00				
B.	SEDIMENT & EROSION CONTROLS												
	1.	Construction Entrance	EA	2	\$2,099.00		\$4,198.00	2	\$4,198.00				
	2.	Temporary Seeding - Excess Fill Piles	SF	130,680	\$0.04		\$5,227.20	130680	\$5,227.20				
	3.	18" Silt Fence - Stockpiles	LF	300	\$1.57		\$471.00	300	\$471.00				
	4.	18" Silt Fence	LF	1,292	\$1.57		\$2,028.44	1292	\$2,028.44				
	5.	Super Silt Fence	LF	2,850	\$6.55		\$18,667.50	2850	\$18,667.50				
	6.	Rock Filter Berm	EA	5	\$89.00		\$445.00	5	\$445.00				
	7.	Grade Swales #B1, 2	SY	968	\$0.80		\$774.40	968	\$774.40				
	8.	Swale Matting (North American Green Sc-150 #B1,2)	SY	968	\$1.82		\$1,761.76	968	\$1,761.76				
	9.	E&S Maintenance and Removal	LS	1	\$5,000.00		\$5,000.00			1	\$5,000.00		
C.	CLEARING & REMOVAL OF EXISTING FEATURES												
	1.	Clearing & Grubbing	LS	83,692	\$1.00		\$83,692.00	83692	\$83,692.00				
	2.	Demolition	LS	16,650	\$1.00		\$16,650.00	16650	\$16,650.00				
	3.	Demolition of Farmhouses and Out Buildings	LS	1	\$50,000.00		\$50,000.00	1	\$50,000.00				
D.	SEDIMENT BASIN A - HAINES COURT												
	1.	Strip Topsoil - Basin A	CY	1,033	\$3.07		\$3,171.31	1033	\$3,171.31				
	2.	Cut Fill & Compact - Basin A	CY	2,065	\$3.68		\$7,599.20	2065	\$7,599.20				
	3.	Overexcavate Basin Bottom for Clay Installation - Basin A	CY	330	\$3.68		\$1,214.40	330	\$1,214.40				
	4.	Core Cut & Fill Keyway - Basin A	LF	350	\$10.60		\$3,710.00	350	\$3,710.00				
	5.	Grade - Basin A	SY	4,530	\$0.30		\$1,359.00	4530	\$1,359.00				
	6.	Respread Topsoil - Basin A	CY	1,011	\$3.35		\$3,386.85	1011	\$3,386.85				
	7.	Permanent Rake & Seed - Basin A	SF	40,767	\$0.10		\$4,076.70	40767	\$4,076.70				
	8.	Grade Spillway - Basin A	SY	206	\$1.66		\$341.96	206	\$341.96				
	9.	Spillway Matting (North American Green P-550) - Basin A	SY	206	\$7.19		\$1,481.14	206	\$1,481.14				
	10.	Outlet Structure w/Trash Rack&Plywood Box #Os-1#14-Basin A	EA	1	\$2,775.00		\$2,775.00	0.25	\$693.75	1	\$2,775.00		
	11.	Antiseep Collar - Basin A	EA	2	\$1,578.00		\$3,156.00	2	\$3,156.00				
	12.	30" RCP Pipe - Basin A	LF	42	\$61.46		\$2,581.32	42	\$2,581.32				
	13.	30" DW Endwall - Basin A	EA	1	\$1,575.00		\$1,575.00	1	\$1,575.00				
	14.	R-5 Rip Rap Dissipator - Basin B	TON	69	\$44.68		\$3,082.92	69	\$3,082.92				
	15.	Convert to Perm Facility	LS	1	\$1,500.00		\$1,500.00	1	\$1,500.00				
E.	EARTHWORK SITE - HAINES COURT												
	1.	Strip Topsoil - Earthwork Site - Haines Court	CY	2,000	\$3.62		\$7,240.00	2000	\$7,240.00				
	2.	Cut Fill & Compact - Earthwork Site - Haines Court	CY	2,287	\$4.15		\$9,491.05	2287	\$9,491.05				
	3.	Grade - Earthwork Site - Haines Court	SY	7,318	\$0.27		\$1,975.86	7318	\$1,975.86				



ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

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PROJECT NO.: 06-03141	TOTAL CONSTRUCTION CONTINGENCY: \$177,160.95	REQUIRED RETAINAGE THIS RELEASE (5%): \$7,469.82
PROJECT OWNER: Toll PA XIII, LP.	TOTAL ENG/INSP/LEGAL: \$88,580.47	AMOUNT OF THIS RELEASE: \$141,926.54
MUNICIPALITY: New Britain Township	TOTAL ESCROW POSTED: \$2,037,350.87	TOTAL ESCROW RELEASED TO DATE: \$1,661,197.97
ESCROW AGENT: Travelers Casualty and Surety Company of America	RELEASE NO.: 3	TOTAL ESCROW REMAINING: \$376,152.90
TYPE OF SECURITY: Bond	RELEASE DATE: November 3, 2021	TOTAL CONSTRUCTION CONTINGENCY: \$177,160.95
AGREEMENT DATE: September 1, 2016		TOTAL ENG/INSP/LEGAL: \$88,580.47
		TOTAL RETAINAGE TO DATE: \$87,431.48
		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$22,980.00

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 4		
CONSTRUCTION ITEMS					UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
F. STORM SEWER - HAINES COURT													
1.	15" HDPE Pipe w/2a Modified Stone 6" Under the Pipe to 12" Over - Haines Court	LF	921	\$29.62			\$27,280.02	921	\$27,280.02				
2.	24" HDPE Pipe w/2a Modified Stone 6" Under the Pipe to 12" Over - Haines Court	LF	735	\$38.62			\$28,385.70	735	\$28,385.70				
3.	30" HDPE Pipe w/2a Modified Stone 6" Under the Pipe to 12" Over - Haines Court	LF	153	\$51.62			\$7,897.86	153	\$7,897.86				
4.	Type C Inlet (Average Depth 3.89') #3, 4, 5, 6, 11 - Haines Court	EA	5	\$1,610.00			\$8,050.00	5	\$8,050.00				
5.	Type M Inlet (Average Depth 3.20') #12, 38, 39, 40 - Harines Court	EA	4	\$1,566.00			\$6,264.00	4	\$6,264.00				
6.	Type C Inlet Modified (Average Depth 5.69') 42"x48" #7, 8, 9, 10 - Haines Court	EA	4	\$2,109.00			\$8,436.00	4	\$8,436.00				
7.	15" DW Endwall w/Trash Rack and Apron #41 - Haines Court	EA	1	\$1,070.00			\$1,070.00	1	\$1,070.00				
8.	30" DW Endwall w/Trash Rack and Apron #13, 34a, 35 - Haines Ct	EA	3	\$1,791.00			\$5,373.00	3	\$5,373.00				
9.	6" SDR-35 Pipe - Roof Drains Laterals w/Cleanout - Haines Court	LF	264	\$20.45			\$5,398.80	264	\$5,398.80				
10.	Rip Rap Dissipator	TON	270	\$45.45			\$12,271.50	270	\$12,271.50				
11.	Storm Traffic Control - Barclay Road	DY	8	\$602.00			\$4,816.00	8	\$4,816.00				
G. ROADWAY SITE - HAINES COURT													
1.	Excavate & Backfill - Haines Court	LF	1,937	\$3.28			\$6,353.36	1937	\$6,353.36				
2.	18" Concrete Curb - Haines Court	LF	1,937	\$13.87			\$26,866.19	1937	\$26,866.19				
3.	Install 6" Pavement Base Drain - Haines Court	LF	1,937	\$13.56			\$26,265.72	1937	\$26,265.72				
4.	Fine Grade Paving - Haines Court	SY	3,361	\$1.02			\$3,428.22	3361	\$3,428.22				
5.	6" 2a Modified - Haines Court	SY	3,361	\$5.42			\$18,216.62	3361	\$18,216.62				
6.	4.5 BCBC Paving (Asphalt Index \$620.00) - Haines Court	SY	3,361	\$17.54			\$58,951.94	3361	\$58,951.94				
7.	1.5" Wearing Paving (Asphalt Index \$620.00) - Haines Court	SY	3,361	\$7.79			\$26,182.19	3361	\$26,182.19				
8.	Street Sweeping - Haines Court	SY	6,533	\$0.12			\$783.96	6533	\$783.96				
9.	Tack Coat - Haines Court	SY	6,533	\$0.20			\$1,306.60	6533	\$1,306.60				
10.	Curb & Joint Seal - Haines Court	LF	1,937	\$0.65			\$1,259.05	1937	\$1,259.05				
11.	Line Painting - Roadway Site	LS	1	\$7,880.00			\$7,880.00			1	\$7,880.00		
12.	Site Signage - Roadway Site	LS	1	\$4,107.00			\$4,107.00			1	\$4,107.00		
13.	5' Sidewalk, 4" stone, 4" 3500 psi. conc.	SF	9,685	\$3.50			\$33,897.50	9685	\$33,897.50				
14.	Handicap Ramps	EA	2	\$1,000.00			\$2,000.00	2	\$2,000.00				
H. OFFSITE STORM SEWER - BARCLAY ROAD													
1.	12" HDPE Pipe w/2a Modified Stone 6" Under the Pipe to 12" Over (Remove and Replace) - Barclay Road	LF	30	\$44.75			\$1,342.50	30	\$1,342.50				
2.	15" HDPE Pipe w/2a Modified Stone 6" Under the Pipe to 12" Over - Barclay Road	LF	96	\$44.48			\$4,270.08	96	\$4,270.08				
3.	15" HDPE Pipe w/2a Modified Stone 6" Under the Pipe to 12" Over - Barclay Road (Pipe Extension)	LF	20	\$44.16			\$883.20	20	\$883.20				



ESCROW STATUS REPORT

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PROJECT OWNER: Toll PA XIII, LP.	TOTAL ENG/INSP/LEGAL: \$88,580.47	AMOUNT OF THIS RELEASE: \$141,926.54
MUNICIPALITY: New Britain Township	TOTAL ESCROW POSTED: \$2,037,350.87	TOTAL ESCROW RELEASED TO DATE: \$1,661,197.97
ESCROW AGENT: Travelers Casualty and Surety Company of America	RELEASE NO.: 3	TOTAL ESCROW REMAINING: \$376,152.90
TYPE OF SECURITY: Bond	RELEASE DATE: November 3, 2021	TOTAL CONSTRUCTION CONTINGENCY: \$177,160.95
AGREEMENT DATE: September 1, 2016		TOTAL ENG/INSP/LEGAL: \$88,580.47
		TOTAL RETAINAGE TO DATE: \$87,431.48
		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$22,980.00

ESCROW TABULATION						CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 4
CONSTRUCTION ITEMS						QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
H. OFFSITE STORM SEWER - BARCLAY ROAD (con't)												
1.	Demolition of Existing 15" RCP & Pond b/w Lots 15 & 15a	LS	1	\$3,350.00	\$3,350.00			1	\$3,350.00			
2.	24"x38" RCP w/2a Modified Stone 6" Under the Pipe to 12" Over - Barclay Road	LF	20	\$116.64	\$2,332.80			20	\$2,332.80			
3.	Type C Inlet (Average Depth 3.89') #31 - Barclay Road	EA	1	\$2,368.00	\$2,368.00			1	\$2,368.00			
4.	60" Storm Manhole (Average Depth 4.12') #Mh32 - Barclay Road	EA	1	\$2,912.00	\$2,912.00			1	\$2,912.00			
5.	15" Dw Endwall w/Trash Rack and Apron #31a, 31b, 34 - Barclay Road	EA	3	\$1,312.00	\$3,936.00			3	\$3,936.00			
6.	24"x38 Dw Endwall w/Trash Rack and Apron #33 - Barclay Road	EA	1	\$1,937.00	\$1,937.00			1	\$1,937.00			
7.	Rip Rap Dissipator - Barclay Road	TON	41	\$44.45	\$1,822.45			41	\$1,822.45			
8.	2a Modified Full Stone Backfill for Storm Sewer (12" HDPE Cross Pipe - Barclay Road	TON	22	\$12.06	\$265.32			22	\$265.32			
9.	15" HDPE Pipe w/2a Modified Stone 6" Under the Pipe to 12" Over - Barclay Road - Offsite (Lots #16, 17)	LF	60	\$41.85	\$2,511.00			60	\$2,511.00			
10.	18" HDPE Pipe - Barclay Lots #16, 17	LF	198	\$32.91	\$6,516.18			198	\$6,516.18			
11.	15" Dw Endwall w/Trash Rack and Apron - Barclay Road Offsite - (Lots 15, 15a)	EA	4	\$1,070.88	\$4,283.52			4	\$4,283.52			
12.	Rip Rap Dissipator Lot #16, 17 - Barclay Road - Offsite	TON	22	\$40.68	\$894.96			22	\$894.96			
I. OFFSITE ROADWAY - BARCLAY ROAD/TWP LINE ROAD												
1.	Excavate for Widening - Barclay Road & Township Line Road	CY	375	\$23.56	\$8,835.00			375	\$8,835.00			
2.	Excavate & Backfill Concrete Curb - Barclay Rd & Township Line Rd	LF	56	\$3.28	\$183.68			56	\$183.68			
3.	18" Concrete Curb - Barclay Road & Township Line Road	LF	56	\$27.75	\$1,554.00			56	\$1,554.00			
4.	Sawcut Existing Paving - Barclay Road & Township Line Road	LF	1,200	\$2.37	\$2,844.00			1200	\$2,844.00			
5.	Install 6" Pavement Base Drain - Barclay Road & Township Line Rd	LF	1,145	\$17.37	\$19,888.65			1145	\$19,888.65			
6.	Fine Grade Paving - Barclay Road & Township Line Road	SY	1,118	\$2.01	\$2,247.18			1118	\$2,247.18			
7.	6" 2a Modified - Barclay Road & Township Line Road	SY	1,118	\$13.95	\$15,596.10			1118	\$15,596.10			
8.	4.5" BcBc Paving - Barclay Road & Township Line Road	SY	1,118	\$24.27	\$27,133.86			1118	\$27,133.86			
9.	1.5" Wearing Paving - Barclay Road & Township Line Road	SY	4,791	\$8.24	\$39,477.84	4791	\$39,477.84	4791	\$39,477.84			
10.	Street Sweeping - Barclay Road & Township Line Road	SY	4,791	\$0.12	\$574.92	4791	\$574.92	4791	\$574.92			
11.	Tac Coat - Barclay Road & Township Line Road	SY	4,791	\$0.20	\$958.20	4791	\$958.20	4791	\$958.20			
12.	Curb & Joint Seal - Barclay Road & Township Line Road	LF	2,500	\$0.65	\$1,625.00	2500	\$1,625.00	2500	\$1,625.00			
13.	Milling - Barclay Road & Township Line Road	SY	3,673	\$2.84	\$10,431.32			3673	\$10,431.32			
14.	Traffic Control - Barclay Road & Township Line Road	DY	20	\$602.00	\$12,040.00	10	\$6,020.00	20	\$12,040.00			
15.	Figure 24 Signage - Barclay Road & Township Line Road	LS	1	\$2,775.00	\$2,775.00			1	\$2,775.00			
J. MOBILIZATION, SUPERVISION - BARCLAY ROAD												
1.	Mobilization & Supervision - Barclay Road	LS	1	\$58,329.00	\$58,329.00	0.25	\$14,582.25	1	\$58,329.00			



ESCROW STATUS REPORT

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ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 4		
CONSTRUCTION ITEMS					UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
K.	SEDIMENT BASIN B - ROWLAND LANE												
	1.	Strip Topsoil - Basin B	CY	1,800	\$3.07	\$5,526.00		1800	\$5,526.00				
	2.	Cut Fill & Compact - Basin B	CY	4,606	\$3.68	\$16,950.08		4606	\$16,950.08				
	3.	Overexcavate Basin Bottom for Clay Installation - Basin B	CY	603	\$3.68	\$2,219.04		603	\$2,219.04				
	4.	Core Cut & Fill Keyway - Basin B	LF	622	\$10.60	\$6,593.20		622	\$6,593.20				
	5.	Grade - Basin B	SY	7,797	\$0.30	\$2,339.10		7797	\$2,339.10				
	6.	Respread Topsoil - Basin B	CY	1,741	\$3.35	\$5,832.35		1741	\$5,832.35				
	7.	Permanent Rake & Seed - Basin B	SF	70,170	\$0.10	\$7,017.00		70170	\$7,017.00				
	8.	Grade Spillway - Basin B	SY	366	\$1.66	\$607.56		366	\$607.56				
	9.	Spillway Matting (North American Green P-550) - Basin B	SY	366	\$7.19	\$2,631.54		366	\$2,631.54				
	10.	Super Silt Fence Baffle Wall - Basin B	LF	235	\$7.46	\$1,753.10		235	\$1,753.10				
	11.	Outlet Structure w/Trash Rack & Plywood Box #Os-2 #29 - Basin B	EA	1	\$2,922.00	\$2,922.00		1	\$2,922.00				
	12.	Antiseep Collar - Basin B	EA	2	\$1,577.00	\$3,154.00		2	\$3,154.00				
	13.	30" RCP Pipe - Basin B	LF	65	\$56.34	\$3,662.10		65	\$3,662.10				
	14.	30" DW Endwall #30 - Basin B	EA	1	\$1,573.00	\$1,573.00		1	\$1,573.00				
	15.	R-5 Rip Rap Dissipator - Basin B	TON	63	\$44.84	\$2,824.92		63	\$2,824.92				
	16.	Temporary Riser w/Trash Rack - Basin B	EA	1	\$1,957.00	\$1,957.00		1	\$1,957.00				
	17.	Convert to Perm Facility	LS	1	\$1,500.00	\$1,500.00	1	\$1,500.00	1	\$1,500.00			
L.	EARTHWORK SITE - ROWLAND LANE												
	1.	Strip Topsoil - Earth	CY	3,015	\$3.62	\$10,914.30		3015	\$10,914.30				
	2.	Cut Fill & Compact - Basin B	CY	2,773	\$4.15	\$11,507.95		2773	\$11,507.95				
	3.	Overexcavate Basin Bottom for Clay Installation - Basin B	CY	5,787	\$0.27	\$1,562.49		5787	\$1,562.49				
M.	STORM SEWER - ROWLAND LANE												
	1.	15" HDP Pipe w/2a Modified Stone 6" Under the Pipe to 12" Over - Rowland Lane	LF	184	\$30.12	\$5,542.08		184	\$5,542.08				
	2.	18" HDPE Pipe w/2a Modified Stone 6" Under the Pipe to 12" Over - Rowland Lane	LF	130	\$32.91	\$4,278.30		130	\$4,278.30				
	3.	24" HDPE Pipe w/2a Modified Stone 6" Under the Pipe to 12" Over - Rowland Lane	LF	396	\$38.68	\$15,317.28		396	\$15,317.28				
	4.	30" HDPE Pipe w/2a Modified Stone 6" Under the Pipe to 12" Over - Rowland Lane	LF	443	\$51.42	\$22,779.06		443	\$22,779.06				
	5.	Type C Inlet (Average Depth 3.89') #17,22,23,24,26 - Rowland Lane	EA	5	\$1,586.00	\$7,930.00		5	\$7,930.00				
	6.	Type C Inlet (Average Depth 4.57') #18,18a,25 - Rowland Lane	EA	3	\$2,008.00	\$6,024.00		3	\$6,024.00				
	7.	Type C Inlet (Average Depth 6.78') 48"x48" #19 - Rowland Lane	EA	1	\$2,260.00	\$2,260.00		1	\$2,260.00				
	8.	Type M Inlet Modified (Avg Depth 4.17') 24"x72" #20-Rowland Lane	EA	1	\$2,076.00	\$2,076.00		1	\$2,076.00				
	9.	18" Dw Endwall w/Trash Rack and Apron #16 - Rowland Lane	EA	1	\$1,070.00	\$1,070.00		1	\$1,070.00				
	10.	24" Dw Endwall w/Trash Rack and Apron #27 - Rowland Lane	EA	1	\$1,304.00	\$1,304.00		1	\$1,304.00				
	11.	30" Dw Endwall w/Trash Rack and Apron #21,36,37 - Rowland Lane	EA	3	\$1,792.00	\$5,376.00		3	\$5,376.00				
	12.	6" Sdr-35 Pipe-Roof Drains Laterals w/Cleanout - Rowland Lane	LF	178	\$21.11	\$3,757.58		178	\$3,757.58				
	13.	Rip Rap Dissipator - Rowland Lane	TON	311	\$45.09	\$14,022.99		311	\$14,022.99				



ESCROW STATUS REPORT

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ESCROW AGENT: Travelers Casualty and Surety Company of America	RELEASE NO.: 3	TOTAL ESCROW REMAINING: \$376,152.90
TYPE OF SECURITY: Bond	RELEASE DATE: November 3, 2021	TOTAL CONSTRUCTION CONTINGENCY: \$177,160.95
AGREEMENT DATE: September 1, 2016		TOTAL ENG/INSP/LEGAL: \$88,580.47
		TOTAL RETAINAGE TO DATE: \$87,431.48
		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$22,980.00

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 4		
CONSTRUCTION ITEMS					UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
N. ROADWAY SITE - ROWLAND LANE													
1.	Excavate & Backfill Curb - Rowland Lane	LF	2,728	\$3.28			\$8,947.84			2728	\$8,947.84		
2.	18" Concrete Curb - Rowland Lane	LF	2,728	\$13.87			\$37,837.36			2728	\$37,837.36		
3.	Install 6" Pavement Base Drain - Rowland Lane	LF	2,728	\$13.56			\$36,991.68			2728	\$36,991.68		
4.	Fine Grade Paving - Rowland Lane	SY	4,540	\$1.02			\$4,630.80			4540	\$4,630.80		
5.	6" 2a Modified - Rowland Lane	SY	4,540	\$5.42			\$24,606.80			4540	\$24,606.80		
6.	4.5" Bcbc Paving (Asphalt Index \$620.00) - Rowland Lane	SY	4,540	\$17.54			\$79,631.60			4540	\$79,631.60		
7.	1.5" Wearing Paving (Asphalt Index \$620.00) - Rowland Lane	SY	4,540	\$7.79		4540	\$35,366.60		4540	\$35,366.60			
8.	Street Sweeping - Rowland Lane	SY	4,540	\$0.12		4540	\$544.80		4540	\$544.80			
9.	Tack Coat - Rowland Lane	SY	4,540	\$0.20		4540	\$908.00		4540	\$908.00			
10.	Curb & Joint Seal - Rowland Lane	LF	2,728	\$0.65		2728	\$1,773.20		2728	\$1,773.20			
11.	5' Sidewalk, 4" stone, 4" 3500 psi. conc.	SF	13,350	\$3.50			\$46,725.00			13350	\$46,725.00		
12.	Handicap Ramps	EA	2	\$1,000.00			\$2,000.00			2	\$2,000.00		
O. MOBILIZATION, SUPERVISION - ROWLAND LANE													
1.	Mobilization & Supervision - Rowland Lane	LS	1	\$35,265.00			\$35,265.00			1	\$35,265.00		
P. LANDSCAPING													
<i>Pump Station Plant Schedule</i>													
1.	7' Frasier Fir	EA	8	\$175.10			\$1,400.80			8	\$1,400.80		
2.	7' Douglas Fir	EA	8	\$175.10			\$1,400.80			8	\$1,400.80		
3.	7' White Pine	EA	11	\$175.10			\$1,926.10			11	\$1,926.10		
<i>Mitigation Plant Schedule</i>													
4.	6' - 7' Red Bud	EA	201	\$257.50			\$51,757.50			201	\$51,757.50		
5.	6' - 7' Flowering Dogwood	EA	211	\$257.50			\$54,332.50			211	\$54,332.50		
6.	18" - 24" Spice Bush	EA	270	\$30.90			\$8,343.00			270	\$8,343.00		
7.	18" - 24" Arrow Viburnum	EA	281	\$28.65			\$8,050.65			281	\$8,050.65		
8.	10'H Norway Spruce	EA	29	\$267.80			\$7,766.20			29	\$7,766.20		
9.	10'H White Pine	EA	40	\$226.60			\$9,064.00			40	\$9,064.00		
<i>Barclay Road Subdivision</i>													
10.	2 - 2-1/2" Red Maple	EA	11	\$206.00			\$2,266.00			11	\$2,266.00		
11.	2 - 2-1/2" White Ash	EA	30	\$206.00			\$6,180.00			30	\$6,180.00		
12.	2 - 2-1/2" Scarlet Oak	EA	38	\$236.90			\$9,002.20			38	\$9,002.20		
13.	2 - 2-1/2" Bur Oak	EA	38	\$247.20			\$9,393.60			38	\$9,393.60		
14.	2 - 2-1/2" White Oak	EA	38	\$236.90			\$9,002.20			38	\$9,002.20		
15.	2 - 2-1/2" Green Spire Linden	EA	10	\$236.90			\$2,369.00			10	\$2,369.00		
16.	3 - 4'H Smaragd Arborvitae	EA	30	\$32.96			\$988.80			30	\$988.80		



ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Barclay Road Subdivision	TOTAL CONSTRUCTION: \$1,771,609.45	AMOUNT OF WORK IN PLACE THIS PERIOD: \$149,396.36
PROJECT NO.: 06-03141	TOTAL CONSTRUCTION CONTINGENCY: \$177,160.95	REQUIRED RETAINAGE THIS RELEASE (5%): \$7,469.82
PROJECT OWNER: Toll PA XIII, LP.	TOTAL ENG/INSP/LEGAL: \$88,580.47	AMOUNT OF THIS RELEASE: \$141,926.54
MUNICIPALITY: New Britain Township	TOTAL ESCROW POSTED: \$2,037,350.87	TOTAL ESCROW RELEASED TO DATE: \$1,661,197.97
ESCROW AGENT: Travelers Casualty and Surety Company of America	RELEASE NO.: 3	TOTAL ESCROW REMAINING: \$376,152.90
TYPE OF SECURITY: Bond	RELEASE DATE: November 3, 2021	TOTAL CONSTRUCTION CONTINGENCY: \$177,160.95
AGREEMENT DATE: September 1, 2016		TOTAL ENG/INSP/LEGAL: \$88,580.47
		TOTAL RETAINAGE TO DATE: \$87,431.48
		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$22,980.00

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 4
CONSTRUCTION ITEMS					QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
Q.	MISCELLANEOUS										
1.	Street Lights (base, pole, conduit, light fixture, etc.)	EA	7	\$4,000.00		\$28,000.00		7	\$28,000.00		
2.	Concrete Monuments	EA	82	\$120.00	82	\$9,840.00	82	\$9,840.00			
3.	Iron Pins	EA	90	\$50.00	90	\$4,500.00	90	\$4,500.00			
4.	As-Built Plans	LS	1	\$5,000.00		\$5,000.00			1	\$5,000.00	
5.	6' Wide Trail - 6" 2A Modified Stone Subbase	SY	1770	\$5.42		\$9,593.40		1770	\$9,593.40		
6.	6' Wide Trail - 2-1/2" ID-2 Wearing Course	SY	1770	\$9.00		\$15,930.00		1770	\$15,930.00		
7.	12' Wide Trail - 8" Course Aggregate Subbase 3A Modified	SY	1640	\$6.50		\$10,660.00		1640	\$10,660.00		
8.	12' Wide Trail - 2" AASHTO #10 Limestone Screening	SY	1640	\$10.00		\$16,400.00		1640	\$16,400.00		
9.	Property Line Split Rail Fencing	LF	3437	\$10.00		\$34,370.00		3437	\$34,370.00		
10.	6' High Shadow Box Fencing - Pump Station	LF	307	\$24.00		\$7,368.00		307	\$7,368.00		
11.	Relocate Utility Poles	EA	12	\$7,000.00		\$84,000.00		12	\$84,000.00		
12.	Signage and Pavement Markings	LS	1	\$5,000.00		\$5,000.00				1	\$5,000.00
13.	Relocate Signage	EA	4	\$100.00		\$400.00		3	\$300.00	1	\$100.00

NEW BRITAIN TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 5 day of November, 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 **Richard and Rebecca Bevilacqua**, Creek Road, Chalfont, PA 18914 (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. 26-011-038, located at Creek Road, Chalfont, PA 18914 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 **Five Thousand Dollars (\$5,000)** 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 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 Developer's final Plan or

project. The 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.

7. The 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 development as set forth on the Plan and upon receipt of such written notice by the Developer to the Township, the Developer shall be liable to the Township for its costs and expenses incurred to the date and time of its receipt of the notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.

8. The Developer and the Township further agree that the Township shall have the right and privilege to sue the 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 on deposit with the Township in accordance with this Agreement incurred by the Township by reason of any review, supervision and inspection of Developer's project by its professionals including, but not limited to, the Township Engineer and Solicitor. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

9. The Developer and the Township acknowledge that this Agreement represents their full understanding as to the Township's reimbursement for professional or consultant services and that the parties intend to execute Development and Financial Security Agreements if the project constitutes a subdivision or land development under Township ordinances. Any such 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:

N/A

Matt West, Township Manager

Richard M Bevilacqua
(Applicant - Print Name)

By: *Richard M Bevilacqua*
(Applicant - Signature(s))

REBECCA BEVILACQUA
(Applicant - Print Name)

By: *RBev*
(Applicant - Signature(s))

Sworn to and subscribed before me
this 5 day of November, 2021.

Karly Nicole Cosgrove
Commonwealth of Pennsylvania - Notary Seal
KARLY NICOLE COSGROVE - Notary Public
Bucks County
My Commission Expires December 18, 2024
Commission Number 1382482

NEW BRITAIN TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 16th day of October, 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 **Paul and Molly Thomas**, 862 Myers Road, Chalfont, PA 18914 (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. 26-003-085-003, located at 862 Myers Road, Chalfont, PA 18914 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 **Five Thousand Dollars (\$5,000)** 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 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 Developer's final Plan or

project. The 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.

7. The 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 development as set forth on the Plan and upon receipt of such written notice by the Developer to the Township, the Developer shall be liable to the Township for its costs and expenses incurred to the date and time of its receipt of the notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.

8. The Developer and the Township further agree that the Township shall have the right and privilege to sue the 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 on deposit with the Township in accordance with this Agreement incurred by the Township by reason of any review, supervision and inspection of Developer's project by its professionals including, but not limited to, the Township Engineer and Solicitor. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

9. The Developer and the Township acknowledge that this Agreement represents their full understanding as to the Township's reimbursement for professional or consultant services and that the parties intend to execute Development and Financial Security Agreements if the project constitutes a subdivision or land development under Township ordinances. Any such 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

PAUL K. THOMAS
(Applicant - Print Name)

By: Paul K. Thomas
(Applicant - Signature(s))

Molly M. Thomas
(Applicant - Print Name)

By: Molly M. Thomas
(Applicant - Signature(s))

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

Return To: Grim, Biehn & Thatcher
104 So. Sixth Street, P.O. Box 215
Perkasie, PA 18944

TMP #: 26-001-103-001

MEMORANDUM OF DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT is executed concurrently with a Development Agreement entered into by and between the parties to this Memorandum on this ____ day of _____, A.D., 2021, the terms and conditions of which are incorporated in this Memorandum by reference, and both this Memorandum and the corresponding Development Agreement constitute an agreement by and between ***HOLY PROPERTIES, LLC***, a Pennsylvania Limited Liability Corporation, ("***Developer***") and the ***TOWNSHIP OF NEW BRITAIN*** ("***Township***") relating to a tract of land consisting of 6.12 acres located at 324 School House Road in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-001-103-001 (hereinafter referred to as the "***Property***"), and more fully described on a separate set of plans on record in the Township Office, consisting of a Preliminary/Final Plan for the 324 Schoolhouse Road Land Development, prepared by Boucher & James, Inc., consisting of 8 sheets dated December 23, 2015, last revised May 24, 2021, and recorded at Document I.D. # _____; said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the "***Plan***")

THE DEVELOPMENT AGREEMENT sets forth time limits and standards for the construction of public improvements, the need to post financial security to ensure the installation of these improvements, provisions for Township remedies in the event of a default on the part of Developer, and numerous other provisions relating to the construction of a development on this Property.

THIS MEMORANDUM is intended for recording purposes and does not supersede, diminish, add to, or change the terms of the aforesaid Development Agreement.

THE RECORDER OF DEEDS is requested to index the matter as follows:

Grantor: Holy Properties, LLC
Grantee: Township of New Britain

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

NEW BRITAIN TOWNSHIP MEMORANDUM OF DEVELOPMENT AGREEMENT
Holy Properties
(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.

DEVELOPER

HOLY PROPERTIES, LLC.

Attest: Debra Clauser By: Steve Clauser
Name: Steve Clauser
Title: President

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, Secretary

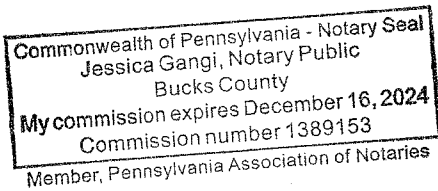
NEW BRITAIN TOWNSHIP MEMORANDUM OF DEVELOPMENT AGREEMENT
Holy Properties
(Acknowledgments)

BY DEVELOPER

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

On this 8 day of November, 2021, before me a Notary Public, personally appeared **STEVE CLAUSER, PRESIDENT** of **HOLY PROPERTIES, LLC**, a Pennsylvania Limited Liability Corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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



Jessica Gangi (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)

**NEW BRITAIN TOWNSHIP
DEVELOPMENT AGREEMENT
(Holy Properties)**

THIS AGREEMENT, dated this _____ day of _____, A.D., 2021, is made by and between **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**");

A N D

HOLY PROPERTIES, LLC, a Pennsylvania Limited Liability Corporation, having offices at 324 Schoolhouse Road, Chalfont, PA 18914 (hereinafter referred to as the "**Developer**");

W I T N E S S E T H

WHEREAS, Developer is the owner of land located 324 School House Road which consists of a 6.12 acre parcel in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-001-103-001 (hereinafter referred to as the "**Property**"); and

WHEREAS, Developer has established a K5 Contracting Use on the Property and has obtained final plan approval to construct a pole barn on the Property pursuant to a separate set of plans on record in the Township Office, consisting of a Preliminary/Final Plan for the 324 Schoolhouse Road Land Development, prepared by Boucher & James, Inc., consisting of 8 sheets dated December 23, 2015, last revised May 24, 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, Developer further intends construct a pole barn on the Property, along with related improvements (hereinafter referred to as the "**Project**") pursuant to the Plan and Township's grant of conditional preliminary/final approval thereof; and

WHEREAS, Developer further intends to construct improvements, including, but not limited to, land clearing, stormwater management, erosion and sediment control, road work, street trees, landscaping, and other requirements (hereinafter referred to as the "**Improvements**") as set forth within the Plan and the approval letter prepared by Peter Nelson, Esquire, the Township Solicitor and forwarded to Developer on January 11, 2017, a copy of which is attached hereto and made a part hereof as **Exhibit "A"**; and

WHEREAS, Developer and Township are desirous of clarifying and stipulating in detail Developer's obligations within and to New Britain Township pursuant to Township's Subdivision and Land Development Ordinance and Township's approval of the Project; and

WHEREAS, it is declared to be in the best interests of the parties to clarify and reduce to writing their respective obligations relating to the Improvements and all other developmental aspects of the Project.

NOW, THEREFORE, intending to be legally bound, the parties hereto do hereby promise, covenant, and agree as follows:

I. PLAN AND PROJECT COMPLIANCE

Developer herewith represents and warrants to Township that it is the owner or equitable owner of the parcels that comprise the Property and agrees that the Plan presented to Township is in compliance with the Township's Subdivision and Land Development Ordinance and Zoning Ordinance that were in effect on the date of preliminary plan submission and in full compliance with *Exhibit "A"* except to the extent that Developer obtained variances or waivers from such ordinances. Developer also agrees that any and all plans filed in conjunction with any building permit application related to the construction of the Project shall be in compliance with the Township's Building, Plumbing, Electrical, Property Maintenance, Well Construction, and Fire Prevention Ordinances/Codes/Standards, as currently amended. The Plan shall be duly signed by the parties to this Agreement simultaneously with the execution of this Agreement. Any work performed under the Plan and this Agreement shall be in compliance with all the ordinances, codes, rules, regulations, and other standards of Township and in accordance with accepted engineering practices.

Developer shall acquire, where necessary, as a condition precedent to beginning construction and the issuance of building permits, any and all approvals and permits which may be required by the Township and any outside governmental agencies, including, but not limited to the Bucks County Conservation District, the Pennsylvania Department of Environmental Protection, and the Pennsylvania Department of Transportation. Any conditions imposed in any such approvals or permits shall be complied with by Developer. In the event that any such approvals and/or permits require that application be made by Township on Developer's behalf, Township may require Developer to enter into a separate agreement with the Township indemnifying and holding the Township harmless from any liabilities incurred by virtue of the said application or of work or other undertakings performed pursuant to any such approval or permit, in addition to the indemnification provisions contained herein.

II. FORM, EXECUTION, AND RECORDATION OF PLAN

Concurrently with the execution of this Agreement, Developer shall supply to Township the Plan in compliance with the Township Subdivision and Land Development Ordinance and in compliance with the rules and requirements of the Bucks County Recorder of Deeds as to size. The Plan shall be in the form of six (6) paper copies of the record plan, one (1) of which shall be for recordation with the Bucks County Recorder of Deeds. All such prints and copies of the Plan will be signed by Developer, any other fee simple owners of any portion of the Property, and any fee simple owners of any other parcel involved in the Project. All such signatures shall be duly acknowledged by a raised notary seal affixed. All prints and copies signed by a corporation will have the raised corporate seal affixed. These copies shall also have affixed thereto an imprint placed by Developer's engineer and/or surveyor. Upon approval by Township, the Plan shall be signed by the New Britain Township Board of Supervisors. Said Plan and this Agreement, or a memorandum thereof, shall be recorded in the Office of the Bucks County Recorder of Deeds at the expense of Developer.

III. AS-BUILT PLANS TO BE PROVIDED TO TOWNSHIP

Developer agrees to provide Township with a full and complete set of "as-built" drawings, prior to the acceptance of the dedication of any of the Improvements as set forth on the Plan or under this Agreement. These "as-built" drawings shall be provided in both hardcopy and electronically in an AutoCAD compatible form upon compact disks/CD-ROMs/DVDs. Said "as-built" drawings shall show the location of all utility lines, facilities, service connections, and anything else reasonably required by Township. All street descriptions on these drawings shall be to the centerline with the proper public road easement. All easements, declarations, homeowner association documents, management plans, and Deeds of Dedication shall be to the approval of the Township Solicitor.

IV. CONSTRUCTION PLANS

Developer agrees to provide Township with five (5) full sets of the construction plans for this Project and agrees that no Permits will be issued until this provision is fully met. In addition, Developer shall submit one (1) electronic copy of the CAD file of the Plan on compact disks/CD-ROMs/DVDs in a PC language, either DWG or DXF vector format, which shall be identical to the paper copies.

V. DEEDS OF DEDICATION, EASEMENTS, AND OTHER DOCUMENTS

Before the recording of the Plan, the issuance of any permits by the Township, or the commencement of any work under the terms of this Agreement, Developer shall execute and deliver to Township any and all deeds, deeds of dedication, easements, declarations, agreements, and other documents required in connection with the review, approval, construction, maintenance, and/or management of the Project (hereinafter collectively referred to as the "**Required Documents**"). All Required Documents shall be prepared in the Township's customary form and shall be subject to the approval of the Township Solicitor. Once executed, those Required Documents that are intended to be recorded shall be recorded by Township; provided, however, that the deeds of dedication shall not be recorded until Township has certified the completion of the Improvements and has accepted the offer of dedication at a public meeting. Further, prior to recording of the Required Documents, Developer shall provide Township with duly executed releases of mortgage and other liens and encumbrances, if any, so that Township shall have insurable title to the dedicated property interests free and clear of all liens and encumbrances.

Prior to the recordation of the Plan, Developer shall furnish to Township, at its own expense, a commitment for title insurance issued by a title insurance company acceptable to Township, indicating that the areas to be conveyed, dedicated, or eased to and/or in favor off the Township are free and clear of all encumbrances, restrictions, easements, or covenants of any nature which may interfere with Township's ownership and use of such areas for their intended use. Such commitment and title insurance policy to be issued to Township shall be in an amount satisfactory to Township and shall be paid for by Developer. Developer shall also be entirely responsible for any transfer tax which may be assessed upon the transfer of any property interest to Township.

VI. DEVELOPER TO EMPLOY AN APPROVED REGISTERED PROFESSIONAL ENGINEER

Developer agrees that all construction shall be conducted and completed under the supervision of Developer's registered professional engineer and subject to inspection by Township. Developer's professional engineer shall submit a certification of the work prior to any acceptance by Township. The name and address of Developer's registered professional engineer shall be submitted to Township simultaneously with the execution of this Agreement. Nothing herein shall prevent Developer from subsequently employing different registered professional engineers, provided the name and address of said engineers are promptly submitted to Township and that the terms of this Agreement are complied with in every respect.

If Developer does not employ an approved registered professional engineer, whose name has been submitted to Township in accordance with the terms of this Agreement, then supervision of the Project shall remain in the Township Engineer's control absolutely and the Township Engineer shall make all inspections at the expense of Developer; will issue any and all certificates required herein at the expense of Developer; and in the event that work is to be performed by the Township Engineer in the form of plans or specifications, the same shall be billed to Developer accordingly.

VII. PUBLIC UTILITIES

Developer agrees that the Project shall be served by the Chalfont New Britain Township Joint Sewer Authority ("*CNBTJSA*") for sewer service in accordance with the Rules and Regulations of the CNBTJSA. Copies of the fully executed Improvement and/or Subscription Agreements with the CNBTJSA shall be delivered to Township by Developer at the time of the execution of this Agreement. Developer shall comply with all the terms of said Agreements and all the regulations of the CNBTJSA. In addition, Developer shall obtain all necessary approvals from and enter into all necessary agreements with Hilltown Township and the Hilltown Township Water and Sewer Authority necessary to allow the CNBTJSA to provide sewer service to the residences located within Hilltown Township that are being built as a part of the Project.

Furthermore, Developer acknowledges and agrees it shall obtain final approval for its Sewer Planning Module and/or Act 537 Update regarding the Project from the Pennsylvania Department of Environmental Protection, if applicable, prior to the recording of the Plan, the issuance of any permits by the Township, or the commencement of any work under the terms of this Agreement.

VIII. DEVELOPER'S AGREEMENT TO COMPLETE IMPROVEMENTS

Developer agrees that all construction on the Project within New Britain Township shall be completed in accordance with this Agreement and the Plan. Developer shall, at its own expense, construct, install, and complete all of the Improvements as indicated on the Plan, and as required under this Agreement. An estimate of the cost of completing the Improvements that will be installed by Developer is attached hereto and incorporated herein as *Exhibit "B"*. The costs set forth in *Exhibit "B"* are estimates of the costs to complete the itemized Improvements within New

Britain Township. Developer agrees that it will complete the Improvements, at its expense, regardless of what the costs will be.

Developer further agrees that it shall pay all incidental costs and fees related to the completion of this Project in accordance with this Agreement regardless of what these costs and fees might be, including, but not limited to the payment of expenses, legal and engineering fees, permit fees, and any other expenditures incurred by Township for: the completion of the approval of the Plan; preparation of this Agreement, Resolution, and other documents relating to the Project; compliance with all applicable statutes, ordinances, codes, rules, and regulations; and inspection and monitoring of the construction and maintenance of the Project. In the event that any such costs and fees have been omitted from *Exhibit "B"*, such costs and fees shall still be the obligation of Developer to pay.

IX. FINANCIAL SECURITY

Developer and Township agree that Developer shall contemporaneously, with the execution of this Agreement, deposit with the Township the sum of One Hundred Seventy-Four Thousand Seven Hundred Seventy-Seven Dollars (\$174,777.00), which shall be held by the Township in an escrow fund (hereinafter referred to as the "*Security*"). This Security represents the estimated amount of money necessary to complete the Improvements set forth on the attached *Exhibit "B"* and is being held for the express purpose of guaranteeing Developer's obligations under this Agreement and associated documents, including but not limited to, the attached Exhibits and the Plan, to construct the Improvements as shown on the Plan and as required by this Agreement. Developer agrees that said Security shall be extended in time as needed to complete the Improvements as described upon the Plan and within this Agreement. No Building Permits will be issued for any construction until the Security is provided. In the event that the Improvements are not installed pursuant to the terms of this Agreement, Township shall have the right and privilege to use this Security pursuant to the hereinafter stated provisions of this Agreement.

Upon authorization by the Township Engineer, the Township shall periodically release monies from the Security in installments for the payment of completed construction work on the Improvements. In no event, however, will funds in excess of ninety percent (90%) of the original Security amount be released except as hereinafter provided upon completion and Township acceptance and/or approval of the Improvements. The value of said completed Improvements, for purposes of this Agreement, shall be determined by the Township Engineer, based upon Exhibit "B" hereto.

Developer acknowledges that the amount of Security required by Township to secure the completion of construction of the Improvements shall increase on an annual basis by an additional ten percent (10%). The first such increase shall occur on the January 1st following the first anniversary date of this Agreement and shall occur annually on every January 1st thereafter. The monies necessary to cover each increase shall be deposited, secured, or arranged for by Developer on or before January 31st of the same year. The increased required amount of Security shall equal one hundred and ten percent (110%) of the cost of completing the remaining required

Improvements as of December 31st of the preceding year, such estimated cost of completion shall be subject to review and approved by the Township.

Developer acknowledges and agrees that no building permits will be issued by Township for work on this Project until the estimated costs of the Improvements have been approved by Township, incorporated herein as *Exhibit "B"*, and the Security has been deposited with the Township to guarantee the proper construction of the Improvements.

X. RETAINAGE

After all of the Improvements have been constructed in accordance with the Plan and approved pursuant to this Agreement, Township may require Developer to reduce the current amount of the Security to fifteen percent (15%) of the actual cost of the Improvements accepted for dedication by the Township or post a separate financial security in an amount equal to fifteen percent (15%) of the actual cost of the Improvements accepted for dedication by the Township (said reduced/new security hereinafter referred to as "*Retainage*"). The Retainage shall be held for a period of eighteen (18) months from official approval and/or acceptance by Township of the said Improvements (said period of time to be hereinafter referred to as the "*Maintenance Period*"). The Retainage may also be provided in the form of a maintenance bond or other financial security, if such form is formally accepted by Township. Upon certification by the Township Engineer as to the successful completion of the Maintenance Period and that the construction, structural integrity, functioning, and repair of the dedicated Improvements is in accordance with this Agreement and with the design and specifications as depicted upon the Plan, Township shall release the balance of the Retainage.

The purpose of the Retainage is to guarantee the construction, structural integrity, good working order, maintenance, and repair of the Improvements accepted for dedication by the Township for the Maintenance Period. Developer hereby agrees if at any time Township determines that Developer has defaulted upon any obligation under this Agreement during the Maintenance Period, after thirty (30) day notice and opportunity to cure, Township shall have the right and privilege to utilize the Retainage to correct/address this default. Any determination of default shall be within the sole reasonable discretion of Township and such determination shall constitute a failure to perform a material obligation. Use of the Retainage by Township shall not require any affirmative declaration by Township concerning the validity of the announced default, and Developer does hereby authorize said use. The Retainage shall be used to cure the announced default and the resulting expenses incurred thereby, including but not limited to engineering fees, attorney's fees, construction or demolition costs, and repair costs. Any remaining balance of the Retainage shall be held for the remainder of the Maintenance Period for use in accordance with this Agreement.

XI. INDEMNIFICATION

Developer agrees to exonerate, defend, indemnify, and hold harmless Township, Township officials, Township employees, Township agents, and Township professionals and their respective agents and employees ("*Indemnified Parties*") from and against any and all claims, actions, damages, losses, awards, verdicts, judgments, and expenses, including attorney's fees, arising out

of or resulting from (a) the construction of the Project; (b) the approval of the Improvements or the Plan; (c) the rough grading and final grading of the Property or any other lands for the Project; (d) any water or storm drainage runoff from the Property; (e) the execution or issuance of any permit by any governmental entity in conjunction with the Project; or (f) any other obligation incurred by the Indemnified Parties in connection with the Project, unless caused by their gross negligence or willful misconduct. Developer assumes all risks and shall bear all loss resulting from any injury to property or persons occasioned by neglect or accident during the construction of the Project. In the event a third party, its agents, servants, employees, heirs, assigns, or grantees institute any legal action whatsoever against the Indemnified Parties arising in any way out of the Project, Developer hereby agrees to pay any and all attorney's fees, engineering fees, court costs, and/or any other fees, costs, or expenses incurred by the Indemnified Parties in connection with this legal action.

XII. INSURANCE

Developer agrees to maintain as to this Project, policies of liability insurance in full force and effect during the life of this Agreement expressly naming New Britain Township; the New Britain Township Board of Supervisors individually, while acting on Township business; the Township Engineer; and all Township personnel as additional insureds. This required insurance shall be primary coverage for the named additional insureds, not secondary. These policies shall be provided by an insurance company that is rated "A-" or better by the A. M. Best Company and is admitted to the Pennsylvania Insurance Guarantee Fund. The premiums for said insurance shall be paid in advance, and written proof of said payment shall be provided to the Township. These policies shall also provide for at least thirty (30) days prior written notice of cancellation or material change. Each of the following types of policies shall be maintained, and they shall provide the following coverage:

- a. General Liability - Coverage for bodily injury in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; and property damage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, a combined coverage of One Million Dollars (\$1,000,000.00) for personal injury and property damage per occurrence and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the aggregate may be provided. The general liability insurance shall, at a minimum, include the following endorsements: (1) Comprehensive Form; (2) Premises Operations; (3) Explosion and Collapsed Hazard; (4) Underground Hazard; (5) Products/Completed Operations Hazard; (6) Contractual Insurance; (7) Broad Form Property Damage; and (8) Independent Contractors.
- b. Automobile Liability - Coverage for bodily injury in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; and property damage coverage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, combined coverage of One Million Dollars (\$1,000,000.00) per bodily injury and property damage per occurrence and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the aggregate may be provided. The Automobile Liability

Policy shall, at minimum, include the following endorsements: (1) Comprehensive Form; (2) Owned; (3) Hired; and (4) Non-Owned.

- c. Excess Liability - Coverage shall include an umbrella form endorsement insuring against any excess liability with an additional Five Million Dollars (\$5,000,000.00) coverage per occurrence and in the aggregate for bodily injury and property damage combined.
- d. Workers' Compensation - Coverage as is required by the Commonwealth of Pennsylvania. Said coverage may be obtained either by Developer or through Developer's contractor.

Developer agrees that no construction shall commence until the Township Solicitor has reviewed and approved the policies of insurance. Developer shall, upon request and at least annually, furnish the Township with adequate proof that the required insurance is in full force and effect, in form satisfactory to the Township Solicitor. Developer further warrants that said insurance coverage shall not be altered, modified, or canceled until dedication of the Improvements has been officially accepted by Township or until Township has given express written consent of such. In addition, Developer shall continue to provide this primary insurance protection to the Township for the two (2) year statute of limitations period immediately following the close of the Maintenance Period.

In the event that Developer fails to provide the required proof of insurance, Township shall have the right to refuse to issue any further permits for the Project and to suspend any previously issued permits in effect at the time of the failure to deliver said proof of insurance until such policy is provided, and also authorizes the Township to obtain said insurance and to pursue any and all legal remedies necessary to collect the costs of obtaining said insurance from Developer or from the Security.

XIII. SUBCONTRACTORS AND MATERIALS

Developer shall contract work on the Improvements only to recognized and established subcontractors. Prior to the commencement of any work, Developer shall submit to the Township Engineer for his/her approval, the names and addresses of all subcontractors performing any work hereunder and shall also submit to the Township Engineer for approval specifications of all materials being used. Developer agrees that in the event the Township Engineer rejects or disapproves of any of the material used in construction of the Project as defective, unsuitable, not first-class, or used/installed without the prior inspection as herein provided, then said rejected/disapproved material shall be removed and replaced with accepted/approved material, and the labor shall be done anew to the reasonable satisfaction and approval of the Township Engineer, all at the cost and expense of Developer.

Developer shall be responsible for the compliance of all its contractors, subcontractors, and suppliers with all applicable federal, state, county, and Township statutes, ordinances, codes, rules, and regulations, as well as this Agreement, as they may apply to the Project and/or any work being conducted upon the Property. Such compliance shall include, but not be limited to, the

procurement of all necessary permits and licenses and the payment of all required contributions, fees, premiums, and taxes.

XIV. REMOVAL OF DEBRIS

Developer shall be responsible for the discarding of rubbish, debris, and other waste materials such as papers, cartons, and the like (whether discarded by Developer or others employed by it, by contractors/subcontractors, or by others engaged in the delivery of materials to the Project), and agrees to prevent the same from being deposited, either by being thrown or blown, upon land adjacent to or within the vicinity of the Project. All rubbish, debris, other waste materials, unused building materials, other unused materials, tools, and equipment shall be removed promptly from the Property, and as work progresses, the Property shall be kept clean of any and all rubbish, debris, and other waste materials. Developer further agrees that all rubbish, debris, and other waste materials shall be disposed of in accordance with Pennsylvania Department of Environmental Protection regulations regarding handling, disposal, and storage of solid waste and hazardous waste materials. If Developer or any of its contractors, subcontractors, or suppliers fail to comply with any of these conditions, after three (3) days' notice and opportunity to cure, Township shall have the right to perform such cleaning of the Property and dispose of rubbish, debris, and other waste materials with its own employees or contractors and recover the cost of such service from the Security.

Developer shall provide and maintain properly secluded sanitary conveniences in accordance with existing regulations of the Department of Labor and Industry and the Bucks County Department of Health for the use of workers and other visitors to the Property.

XV. SAFETY PRECAUTIONS

At all times prior to completion of the Project and the expiration of the Maintenance Period, Developer shall have available twenty-four (24) hours a day, seven (7) days a week, two (2) separate individuals ("**Emergency Contacts**") who may be contacted by Township in the event of any emergency requiring action or consent on the part of Developer. These Emergency Contacts shall have full power to authorize, direct, or consent to any required emergency action on the part of Developer, Township, any utility, any governmental agency, or any emergency service. The Emergency Contacts' names; addresses; and facsimile, telephone, mobile phone, and pager numbers shall be provided, in writing, to Township immediately following execution of this Agreement. Any change in an Emergency Contact's identity or information must be provided in writing to Township at least forty-eight (48) hours in advance of the change occurring, along with the date such change will take place. No permits shall be issued unless Township has current, up-to-date information regarding the Emergency Contacts.

To help ensure the safety of the general public, Developer may be subject to periodic safety audits by Township. Township is not obligated, however, to conduct these audits. These audits may be conducted by Township employees, Township professionals, or an independent firm chosen by Township. The cost of any such audit shall be borne by Developer. Developer acknowledges that Township is not responsible for the safety of persons and property upon the Property and/or in conjunction with the Project. Furthermore, all construction equipment shall be

stored in a locked, enclosed area at the end of the work day, and materials left on site must be stored safely so as not to constitute a public nuisance.

XVI. EROSION AND SEDIMENTATION CONTROL

No grading; excavating; or removal or destruction of topsoil, trees, or other vegetative cover of any kind shall occur unless and until Township has issued any required permits for such activities. Furthermore, no changes in the contours of the Property not shown on the Plan shall be made unless approved by the Township. Adequate storm water conveyance and detention facilities, along with all appropriate soil erosion and sedimentation control measures, applicable to the specific work being initiated by Developer shall be installed and implemented prior to commencing any other work on the Project. These facilities and measures shall be implemented, maintained, and (if necessary) restored to the reasonable satisfaction of the Township Engineer upon request. Grading and/or clearing of ground shall not proceed for any portions of the Property on which required soil and erosion control has not been fully installed. If Developer intends to clear lots on an individual basis, a building permit for each lot upon which grading of any kind is proposed and/or necessary shall be applied for and issued by Township prior to work proceeding. Township's issuance of a permit in no way relieves Developer of its obligation to obtain any and all other permits which may be required by Township and/or other agencies having jurisdiction prior to the work proceeding.

No grading; excavating; removal, or destruction of topsoil, trees, or other vegetative cover of any kind; nor any changes in the contours of the Property shall occur until such time as a plan for minimizing soil erosion and sedimentation has been reviewed and approved by Township, the Bucks County Conservation District, and the Pennsylvania Department of Environmental Protection, if applicable, and such plan has been made a part of the Plan. Developer shall comply with the Plan during the course of construction and shall use all care possible to prevent siltation and other pollution of the waters of the Commonwealth of Pennsylvania, even if measures exceeding those set forth on the Plan must be employed, installed, and/or constructed. Whenever sedimentation is caused by stripping of vegetation, grading, or other earth moving activities, Developer shall be responsible to remove said sedimentation from all adjoining surfaces, drainage systems, and watercourses, and to repair any damage caused thereby, at Developer's expense. Developer further agrees to maintain control over dust or dirt blowing off the Property in accordance with the rules, regulations, and procedures of the Bucks County Conservation District.

Developer agrees to construct all drainage facilities, incidental drainage facilities, and grading improvements required by the Township Engineer or his/her authorized representative in accordance with the Plan. Township, however, is not bound by the preliminary engineering or the approval of the Plan. In the event that the Township Engineer finds, at any time, that additional drainage and/or grading is reasonably required or revisions are reasonably necessary, Developer, at its own expense, shall install such additional drainage work or make such corrections in the proposed drainage system or grading as is required by the Township Engineer. If at any time Developer fails to comply with the provisions of this Article, Township shall have the right to refuse to issue any further permits for the Project and to suspend or revoke any permits previously issued, until such time as Developer has complied with the directions of the Township Engineer to correct any drainage problems or do any additional drainage work.

All drainage facilities, incidental drainage facilities, and grading improvements required by the Plan to be constructed by Developer on the Property or on the property of any third party shall be completed, inspected, and approved prior to the construction or erection of any structure that will create water run-off intended to be controlled by those facilities or grading improvements. The construction of such drainage facilities, incidental drainage facilities, and grading improvements shall be coordinated with construction of the other public improvements for the Project to ensure all of the Improvements are stabilized prior to the erection and construction of any structures. Developer shall also be responsible for stabilization, maintenance, and reconstruction (to approved design grades and specifications) of all shoulders, drainage swales, and Improvements within and adjacent to the Project which are damaged as a result of construction activities, grading, or stripping of vegetation in connection with the Project.

The temporary storage and stockpiling of topsoil/subsoil upon the Property shall be in accordance with the Plan and instructions of the Township Engineer and shall be done in such a manner so as to cause minimal inconvenience to residents living upon or adjacent to the Property with due regard given to health and safety considerations. Topsoil/subsoil unearthed for the construction of the Project shall be redistributed on-site. Provided there is sufficient topsoil on the Property, any lot, open space area, recreation area, buffer, or other area disturbed by grading activities shall be restored with a minimum of ten (10) inches, plus or minus one-half (½) inch, of topsoil. The storage or berming locations of topsoil shall be approved by Bucks County Conservation District and the Township Engineer prior to any topsoil being stored or stockpiled in those locations. No topsoil shall be removed from the Property without the express written permission of the Township Board of Supervisors.

All grading shall be conducted in accordance with the Plan, and all buildings shall be constructed at the elevation set forth on the Plan or on plot plans submitted at the time of building permit application and approved by the Township Engineer. Prior to framing any structure, Developer and its registered professional surveyor or engineer shall certify that said structure is being constructed at the approved elevation set forth on the Plan.

XVII. RESERVED

XVIII. OBLIGATIONS OF DEVELOPER DURING CONSTRUCTION

Developer hereby agrees to make the necessary arrangements for the relocation of utility poles at its expense as required by the Plan, and the Township's approval thereof. For the purpose of formulating a schedule of work to coordinate the progress of the work contemplated in the immediate future, Developer agrees to meet with Township's representatives and representatives of the affected utility companies whenever requested by the Township.

All utility lines to be installed in or upon the Property shall be placed underground. Prior to construction, Developer shall be obligated to locate all existing underground structures and utilities that may be encountered during the construction of the Project, including, but not limited to, water, steam, oil and gas mains and lines; and storm and sanitary sewers; and shall undertake

any and all steps necessary to protect these structures and utilities from damage or disruption. To determine the location of these underground structures and utilities, Developer shall make arrangements with representatives of the owners of such underground structures or utilities to mark the locations thereof. Developer shall pay any and all costs associated with the identification and protection of all underground structures and utilities including, but not limited to, the digging of test holes, the services of the aforementioned owner representatives, and the use of men and equipment to determine the location of an underground structure or utility. Developer shall be responsible for any and all damage to any underground structure or utility resulting from Developer's construction upon or development of the Property and shall immediately repair all such damage.

All gas mains, water mains, sewage and drainage facilities, fire hydrants, and service connections of any kind, which may be required, shall be laid in the beds of the streets and roads at Developer's costs before the paving of the same. Any existing street which has been disturbed by the construction shall be repaved by Developer to its full width at Developer's sole cost and expense. Such repaving shall extend ten (10) feet beyond all edges of said disturbance, or such lesser distance as may be approved by the Township Engineer.

At all times during the construction of the Project, Developer shall conduct its work in such a manner as to minimize the obstruction of traffic and any inconvenience to the general public and the use and enjoyment of their residences. During the course of the construction, Developer shall maintain such barricades, warning lights, and/or flares as are necessary to protect traffic and the traveling public in general. No materials shall be stored upon any street under any circumstance, regardless of whether such street has yet to be dedicated to Township. All storm drainage and sewer inlets shall be kept unobstructed at all times. Fire hydrants on, adjacent to, or serving the Property shall be kept accessible to fire apparatus at all times, and no materials or obstructions shall be placed within fifteen (15) feet of any hydrant. All unfinished work in or upon a street shall be left in such a condition as to ensure that the Property is accessible at all points to police, fire, and other emergency apparatus.

Developer shall not permit its vehicles or the vehicles of its employees, contractors, subcontractors, or suppliers to deposit mud, stones, or other debris onto the existing public streets of Township. Developer shall be responsible for immediately removing any such deposits. In the event that such deposits are not removed within twenty-four (24) hours of receipt of written notice from Township to do so, Township shall have the right to remove such deposits using its own personnel or private contractors and to obtain reimbursement for the cost and related expenses, including, but not limited to legal and engineering fees, of such removal from the Security.

Planting shall be provided by Developer in accordance with the Subdivision and Land Development Ordinance and the Plan.

Trees, bushes, and shrubs shown to be preserved on the Plan shall be protected by the placement of snow fencing, safety fencing, or silt fencing along their respective driplines, to ensure that there is no encroachment or damage done within the area of their dripline. Digging; trenching; changing the existing grade; stockpiling of building/construction materials, topsoil, rocks, or spoils; placement of waste, refuse, or debris; the parking or running of any motor vehicle or piece

of equipment; and/or any other action or activity that could lead to the compaction of the soil and roots within the protected area is specifically prohibited.

Except as specifically set forth on the Plan or otherwise specifically permitted by Township in writing, there shall be no construction, traffic, or work on any open space area nor shall any open space area be altered from its original condition. Under no circumstances shall dirt or rock be stockpiled in or upon any open space area nor shall rocks, stumps, roots, debris, or refuse be buried anywhere upon the Property. Developer agrees to do any necessary cleanup of the open space whether or not such land is proposed to be dedicated to Township.

All driveways leading to cartways shall be constructed by Developer in accordance with Township specifications, as directed by the Township Engineer.

If the Plan requires curbs, sidewalks, cartway widening or improvements, drainage improvements, street lights, and/or any other right-of-way improvement on or along any existing or proposed road, such right-of-way improvements shall be constructed/laid in accordance with Township specifications, any other applicable specification, and the Plan. No installation of blacktop or macadam on any roadway shall be permitted between October 31st and March 15th of any year without prior written approval of the Township Engineer.

All traffic control and street signs shall be paid, furnished, and erected by Developer to Pennsylvania Department of Transportation and Township specifications. All such signage shall be of a standard type approved by Township.

No construction work or related activities shall take place after dusk or 7:00 p.m., whichever is earlier, or before dawn or 7:00 a.m., whichever is later, on weekdays. Any construction work or related activity that creates excessive noise and/or disturbs the surrounding neighborhood, such as the running or operation of equipment and machinery, blasting, hammering, etc., shall be prohibited prior to 8:00 a.m. or after 6:00 p.m. on weekdays and prohibited entirely on weekends and Federal holidays. Developer agrees to take whatever steps necessary to minimize any negative impacts, such as offensive odors, sights, sounds, vibrations, etc., the construction of the Project has upon the surrounding neighborhood and shall ensure all construction activities will comply with the applicable federal, state, county, and Township statutes, ordinances, rules, and regulations.

Developer shall not enter upon or occupy with men, tools, equipment, or material any private lands outside the Property, without prior written permission of the owners of such lands.

All Improvements shall be constructed, installed, placed, planted, and/or lain in accordance with the Plan, this Agreement, and all applicable specifications.

XIX. MAINTENANCE OF IMPROVEMENTS AND DEVELOPER'S OBLIGATION AFTER CONSTRUCTION

All Improvements within New Britain Township shall be constructed in accordance with the Plan and this Agreement. Prior to approval of and/or acceptance of dedication of the

Improvements by the Township and during the Maintenance Period, Developer shall be responsible for all maintenance of the Improvements, including, but not limited to, normal repairs and upkeep, lawn mowing, and snow and ice removal. Developer acknowledges that upon completion of construction and/or completion of the Maintenance Period, the owner of the Property, a homeowner's association, or individual lot owners shall maintain all Improvements not dedicated to and accepted by Township in good repair, including, but not limited to, storm water facilities, signage, buffering, curbing, sidewalks, retaining walls, light standards, parking spaces including striping of same, fire lanes including striping of same, landscaping, and paved areas, in accordance with Township ordinances, codes, rules, and regulations. Developer's obligation to repair, replace, and maintain the foregoing-described Improvements shall be deemed a covenant to run with the land and shall be binding upon Developer, its heirs, grantees, successors, and assigns. Notwithstanding the foregoing, if Developer no longer has any ownership interest in the Property or any portion thereof, Developer shall have no further obligations under this Agreement upon expiration of the Maintenance Period.

XX. DAMAGE TO TOWNSHIP ROADS

Any damage to a Township road being caused by Project construction traffic or traffic related to the Project shall immediately be repaired by Developer at its expense and to the satisfaction of the Township Engineer upon receipt of notice of said damage from the Township. If Developer fails to properly repair such damage to a Township Road after ten (10) days' notice and opportunity to cure, Township shall have the right to perform such repair work with its own employees or contractors and recover the cost of such work from Developer and/or the Security.

XXI. INSPECTIONS AND CERTIFICATE OF OCCUPANCY

All work to be accomplished by Developer in the fulfillment of this Agreement is subject to inspection by Township, at Developer's expense. Developer shall notify Township at least twenty-four (24) hours (exclusive of Saturdays, Sundays and holidays) prior to the time when Developer proposes to commence work on any Improvement. Developer shall arrange in advance with Township for a schedule of inspections. Any construction which proceeds without at least twenty-four (24) hours advance notice (exclusive of Saturdays, Sunday and holidays) to Township shall be uncovered or made available for inspection by Township at Developer's expense and if found defective in any manner Developer will, at its cost, remove all materials from and redo all such work and not proceed further until Developer gives proper notice to Township. In the event that Township inspection is required on Saturdays, Sundays, and/or holidays, Developer shall pay the expense of said inspection at one and one-half (1½) times the normal hourly rate charged by the Township Engineer as approved by Township.

No structure shall be occupied and no Certificate of Occupancy shall be issued until said structure and all of the appurtenances serving this structure, including, but not limited to, all sanitary sewer, storm sewer, roads, and any other improvements required by this Agreement and necessary for the reasonable use and occupancy of the structure have been completed, and inspected and approved by Township. All requirements applicable to said structure under this Agreement, the Plan, and any statute, ordinance, rule, or regulation must be complied with and all roads necessary for ingress and egress to said structure by its occupants and emergency vehicles

must be completed up to and including the application of the binder course prior to the issuance of a Certificate of Occupancy. Furthermore, no structure shall be occupied until provisions have been made to prevent the discharge of surface waters from or onto that structure's lot, including, but not limited to, seeding or sodding, weather permitting. Developer shall also, prior to the issuance of any Certificate of Occupancy, install street signs and clearly display the property address number for the structure being occupied to enable the easy location and identification of said structure by emergency personnel.

Developer agrees that possession of any building unit encompassed by the Project shall not be delivered to any prospective purchaser and/or tenant until a written Certificate of Occupancy is issued by Township, which shall not be unreasonably withheld.

Township shall have the right to inspect any of the work being performed on the Property, at any time, to determine if the work has been and is being carried out in compliance with the Plan; the Township's approvals thereof; the applicable statutes, ordinances, rules, and/or regulations; and this Agreement.

XXII. REIMBURSEMENT FOR COSTS AND EXPENSES

Developer agrees to pay all reasonable bills and invoices for engineering, inspection, legal, and other professional services that Township incurs for the time that the Engineer, Inspector, or other professional for Township is actually engaged as a result of the following: (1) review and approval of the Plan; (2) development of the Project in accordance with the terms of the Plan and this Agreement; (3) preparation of agreements, deeds, declarations, easements, and other documents incidental to the approved Plan; (4) monitoring, testing and inspecting of the work required of Developer under the approved Plan and this Agreement; (5) preparation for and attendance at meetings relating to the Plan or the Project; and (6) enforcement of the terms of this Agreement.

To ensure such reimbursement, Developer has established a Reimbursement Fund as a part of the Security in the amount of Seven Thousand Five Hundred Ninety-Nine Dollars (\$7,599.00) as set forth within *Exhibit "B"*. If any invoice to Developer from Township for engineering, inspection, legal, or other professional services incurred by Township is not paid by Developer within thirty (30) days after presentation and Developer has not filed a timely challenge to the invoice pursuant to the Pennsylvania Municipalities Planning Code, Township is authorized to pay such invoice directly to Township from this Reimbursement Fund. In addition, Developer has established a Contingency Fund of Fifteen Thousand One Hundred Ninety-Eight Dollars (\$15,198.00) as set forth within *Exhibit "B"* to cover any and all contingencies, cost overruns, and other events that may occur during the construction of the Project, including reimbursement of the Township for all professional service costs which it incurs during the Project. In the event that the Reimbursement Fund is insufficient to pay all Township-incurred costs, Developer agrees that the Contingency Fund may also be utilized to reimburse Township for such costs using the same process as obtaining funds from the Reimbursement Fund.

If any invoice to Developer from Township for engineering, inspection, legal, or any other services incurred by Township is not paid or challenged by Developer as set forth above, Township

is authorized to withdraw monies from the Reimbursement Fund, or if necessary, the Contingency Fund, to cover the costs set forth in such invoice together with a Twenty Dollar (\$20.00) service charge. Furthermore, all sums not paid or challenged by Developer within thirty (30) days after presentation of the original invoice shall bear a compound interest charge of fifteen percent (15%) per annum until such sums have been paid, either directly by Developer or through the withdrawal of monies from the Security. If at the time of the expiration of this Agreement litigation is pending against Developer and/or its corporate surety, or both, the Township may withhold from the Security such sums as Township may reasonably anticipate for counsel fees and expenses in connection with said litigation.

XXIII. PROJECT COMPLETION

Developer acknowledges that the time for completion of the construction of the Improvements detailed on the Plan is twenty-four (24) months from the date of the execution of this Agreement. In the event that the Improvements are not completed by said date, Township may use the Security provided for herein for the completion of said Improvements or may take such further action as set forth in this Agreement to guarantee said completion. The parties agree that time is of the essence.

In the event the work to be performed by Developer is not completed under the terms of this Agreement within the time required by this Agreement, Township, at its sole option, may perform the said work by its employees or by its designated contractors and shall receive as payment for the same all sums of money equal to the reasonable costs of such work from the Security under the terms of this Agreement. Developer hereby agrees, upon written demand from Township through its Solicitor, to pay the same over to Township, without any further requirement in regards thereto, to reimburse Township for the reasonable cost of the hereinbefore-stated work and any other reasonable costs incurred by Township and owing to Township under the terms of this Agreement. In addition, Developer grants Township the right to enter any and all portions of the Property to install, construct, and maintain the Improvements. This right shall run with the land and shall continue in force until the completion of the Maintenance Period.

If the Security is insufficient to pay the cost of installing, constructing, repairing, or maintaining all of the Improvements covered by this Agreement, Township may, at its option, install, construct, repair, and/or maintain such Improvements in all or part of the Project and make demand upon Developer for the costs in excess of the Security. If Developer refuses to cover the excess costs, Township may institute an appropriate legal or equitable action to recover from Developer the monies necessary to complete the remainder of the installation, construction, repair, and/or maintenance work on the Improvements or, in the alternative, may place a lien on the Property for the amounts expended by Township to undertake this work, as well as, all related expenses and costs as provided herein. In all cases, Developer shall be liable and responsible for one hundred percent (100%) of the costs of the installation, construction, repair, and maintenance of the Improvements incurred by Township, plus all related expenses including such reasonable attorney's fees and engineering costs as may be incurred by Township in enforcing the provisions of this Agreement against Developer.

XXIV. RESERVED

XXV. CAPITAL CONTRIBUTIONS

A. Developer shall contribute Seven Thousand Dollars (\$7,000.00) to the Township in lieu providing suitable park and recreation land and improvements, as required by *Exhibit "A"*. This contribution shall be in addition to the required Security and shall be paid contemporaneously with the execution and return of this Development Agreement.

B. Developer shall pay to the Township a Storm Sewer Maintenance Fee of Seven Hundred Fifty Dollars (\$750.00) for the Project, as required by *Exhibit "A"*. This fee shall be in addition to the required Security and shall be paid contemporaneously with the execution and return of this Development Agreement.

XXVI. REMEDIES AND WAIVER

If Township determines that a violation of the terms of this Agreement has occurred, it shall give written notice to Developer of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with this Agreement, to restore the portion of the Property so injured to its prior condition in accordance with the Plan and this Agreement. If Developer fails to cure the violation within fifteen (15) days after receipt of notice thereof from Township, or under circumstances where the violation cannot reasonably be cured within a fifteen (15) day period, fails to begin curing such violation within the fifteen (15) day period, or fails to continue diligently to cure such violation until finally cured, Township may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury. 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.

If Township, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Property or a neighboring property, Township may pursue its remedies under this Article without prior notice to Developer or without waiting for the provided cure period to expire. Developer agrees that Township's remedies at law for any violation of the terms of this Agreement are inadequate and that Township shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which 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.

Township shall be entitled to recover damages for violation of the terms of this Agreement, including, without limitation, damages for the loss of scenic, aesthetic or environmental values. All reasonable costs incurred by Township in enforcing the terms of this Agreement against Developer, including, without limitation, costs and expenses of suit, reasonable attorneys' fees,

and any costs of restoration necessitated by Developer's violation of the terms of this Agreement, shall be borne by Developer, if Township prevails.

In addition to the above-listed remedies, the Township may, upon discovery of a breach or violation of the Plan, *Exhibit "A"*, and/or this Agreement, cease to issue any permits for the Project or any portion thereof, and revoke any issued permits related in any way to the breach or violation until such breach or violation has been fully cured. The Township is not required to provide prior notice to Developer before exercising its rights under this provision.

Forbearance by Township to exercise its rights under this Agreement in the event of any breach of any term of this Agreement by Developer shall not be deemed or construed to be a waiver by Township of such terms, or of any subsequent breach of the same, or any other term of this Agreement, or of any of Township's rights under this Agreement. No delay or omission by Township in the exercise of any right or remedy upon any breach by Developer shall impair such right or remedy or be construed as a waiver. Developer hereby waives any defense of laches, estoppel, or prescription.

Nothing contained in this Agreement shall be construed to entitle Township to bring any action against Developer for any injury to or change in the Property resulting from causes beyond Developer's control, including, without limitation, fire, flood, storm, or earth movement, or from any prudent action taken by Developer under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

XXVII. THIRD PARTY BENEFICIARIES

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

XXVIII. GENDER

The singular shall include the plural and the masculine shall include the feminine and neuter, where the context thereof shall permit or otherwise require.

XXVIII. AMENDMENT

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

XXIX. ASSIGNMENT

Developer shall not assign this Agreement, in whole or any part, to any person or other entity without the prior written consent of Township. Any attempted assignment without the prior written consent of Township shall be null and void, not binding on Township, and the same shall constitute a default under this Agreement. It being understood by the parties hereto that the final approval of the Plan has been granted solely to Developer.

XXX. SUCCESSORS AND ASSIGNS

This Agreement shall extend to and bind the heirs, grantees, successors, and assigns of the respective parties hereto, as well as the parties hereunder, and the obligations imposed on Developer by this Agreement shall constitute covenants running with the land.

XXXI. AMBIGUITY IN THIS AGREEMENT

If any ambiguity or ambiguities in this Agreement or any other agreement between Township and Developer concerning the Project should be claimed by either Developer or Township, or if any court of competent jurisdiction should determine that any ambiguity exists in this Agreement or in any other agreement between Township and Developer relative to the Project, any such ambiguity shall be resolved in favor of Township and against Developer.

XXXII. EXTENT OF AGREEMENT

The parties agree that this Agreement, contains all of the agreements between the parties with respect to the subject matter hereof and that there are no other agreements or representations made by either of them except for the Contract for Professional Services which has been incorporated herein by reference. This Agreement and the accompanying Contract for Professional Services set forth the entire understanding between the parties and any representations, oral or written, not contained therein, are without effect.

XXXIII. GOVERNING LAW

This Development Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and the 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.

XXXIV. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, unenforceable, unconstitutional, or void, for any reason, only that provision shall be illegal, invalid, unenforceable, unconstitutional, or void, and the remainder of this Agreement shall be in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

NEW BRITAIN TOWNSHIP DEVELOPMENT AGREEMENT
Holy Properties
(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.

DEVELOPER

HOLY PROPERTIES, LLC.

Attest: Debra Clauser

By: Steve Clauser

Name: Steve Clauser
Title: President

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, Secretary

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 # 26-001-103-001

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, A.D., 2021, by **HOLY PROPERTIES, LLC**, a Pennsylvania Limited Liability Corporation, having offices at 324 Schoolhouse Road, Chalfont, PA 18914 (hereinafter referred to as "**Landowner**"), 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, Landowner is the owner of a tract of land consisting of approximately 6.12 acres located at 324 School House Road in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-001-103-001 (hereinafter referred to as the "**Property**"); and

WHEREAS, Landowner has established a K5 Contracting Use on the Property and has obtained final plan approval to construct a pole barn on the Property pursuant to a separate set of plans on record in the Township Office, consisting of a Preliminary/Final Plan for the 324 Schoolhouse Road Land Development, prepared by Boucher & James, Inc., consisting of 8 sheets dated December 23, 2015, last revised May 5, 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, Landowner is proceeding to develop the Property in accordance with the Plan; and

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

WHEREAS, the Township and Landowner 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, Landowner proposes 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 Landowner executes and records 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 Landowner in accordance with the Plan; (2) following the completion of the duties of Landowner 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 Landowner or its 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 Landowner in accordance with the terms, conditions, and specifications identified in the Plan.

3. Landowner 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 Landowner; 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. Landowner shall keep and maintain the Stormwater Management Facilities in good working condition. Landowner 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, BMPs, 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, Landowner, for itself, its heirs, grantees, successors, and assigns, agrees 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 Landowner 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 Landowner to remove such sedimentation from all adjoining surfaces, drainage systems, and watercourses, and to correct and repair any damage caused by such sedimentation at its sole expense.

9. Landowner hereby agrees 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. Landowner is specifically prohibited from flushing any debris or other material out of the Facilities.

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

11. Landowner hereby grants permission to the Township, its authorized agents and employees, with reasonable advanced notice and 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 Landowner copies of any inspection report which may have been prepared. Maintenance inspections shall be performed at the discretion of the Township, but not more frequently than once annually and after each major storm event, if elected. All reasonable costs for said inspections shall be borne by Landowner and payable to the Township.

12. Landowner hereby grants and conveys to the Township, its authorized agents and employees, a non-exclusive access easement over the portions of the Property necessary for access to the Stormwater Management Facilities for the sole purposes of: inspecting the Stormwater Management Facilities; maintaining, when necessary, these Facilities; curing any default by Landowner; 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, accessory buildings, or any other areas of the Property not reasonably necessary for access to the Stormwater Management Facilities. The Township releases Landowner 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 Landowner's 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 Landowner of any inspection, maintenance or repair undertaken within five days of the activity. Landowner shall reimburse the Township for its costs.

14. Landowner shall be responsible for and shall guarantee the proper inspection, operation, performance, maintenance, repair, and replacement of the Stormwater Management Facilities. Contemporaneously with the execution of this Agreement, Landowner shall pay a Stormwater BMP Maintenance Guarantee of Three Thousand One Hundred Fifty Dollars and Twenty-Five Cents (\$3,150.25) 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, Landowner 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 Landowner's failure to perform such work. Landowner 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 Landowner fails to fulfill such responsibility or guarantee regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities or fails 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 Landowner.

In addition to the aforementioned remedy concerning the Guarantee, if Landowner fails to properly operate, maintain, repair, and/or replace the Stormwater Management Facilities in accordance with this Agreement or fails 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 Landowner, 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 Landowner's failure to perform such work, Landowner 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. Landowner, for itself, its 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; Landowner's compliance with this Agreement; or the exercise of the rights granted to the Township by this Agreement. Furthermore, Landowner 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 gross 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 Landowner, and Landowner shall defend, at its 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, Landowner shall pay all costs and expenses in connection therewith.

18. Landowner 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 Landowner, its heirs, grantees, successors, and assigns, in constructing, inspecting, operating, repairing, replacing, and/or maintaining such Facilities. Landowner further agrees that it and its 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 Landowner of such violation, along with a list of responsibilities which have not been properly performed by Landowner, and demand corrective action sufficient to cure the violation. Landowner shall have fifteen (15) calendar days to accomplish, to the Township's satisfaction, the responsibilities on the list. If Landowner fails 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, fails to begin curing such violation within the fifteen (15) day period, or fails 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.

Landowner agrees 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 Landowner, including, without limitation, costs and expenses of suit, and reasonable attorney's fees, shall be borne by Landowner, 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. Landowner, for itself, its heirs, grantees, successors and assigns, hereby waives any defense of laches, estoppel, or prescription.

In addition, upon failure of Landowner to fulfill any of its 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 Landowner into compliance with this Agreement. All such work shall be conducted at Landowner's expense, and Landowner hereby agrees 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 Landowner, its 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 "Landowner", "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. Landowner shall not assign this Agreement, in whole or any part, to any person or other entity, except a successor owner of the Property, without the prior written consent of the Township. Any attempt at assignment, except to a successor owner of the Property, 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 Landowner 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 Landowner.

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
Holy Properties
(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.

LANDOWNER: HOLY PROPERTIES, LLC.

Attest: Debra Clauser By: Steve Clauser
Name: Steve Clauser
Title: President

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.

TOWNSHIP:

NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS

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

ATTEST:

Matthew West, Manager

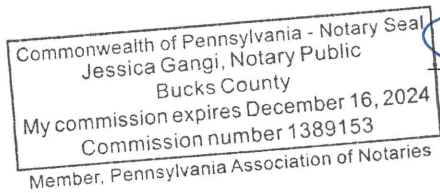
**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
Holy Properties
(Acknowledgments)**

BY LANDOWNER

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

ON THIS 12 day of October, 2021, before me a Notary Public, personally appeared **STEVE CLAUSER, PRESIDENT** of **HOLY PROPERTIES, LLC**, a Pennsylvania Limited Liability Corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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



Jessica Gangi (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)

LEGEND

- ADJOINER LINE
EXISTING BOUNDARY
EXISTING BUILDINGS
EXISTING BOLLARD
EXISTING CENTERLINE
EXISTING CURBLINE
EXISTING DRAIN
EXISTING DOWN SPOUT
EXISTING DRIVEWAY
EXISTING EDGE OF PAVEMENT
EXISTING EDGE OF ROAD
EXISTING EDGE OF STONE
EXISTING CHAINLINK FENCE
EXISTING FIRE HYDRANT
EXISTING IRON PIN/PIPE
EXISTING MAILBOX
EXISTING MONUMENT
EXISTING POST
EXISTING LEGAL RIGHT-OF-WAY
EXISTING REBAR
EXISTING SHRUB
EXISTING SIGN
EXISTING SITE BENCHMARK LOCATION
EXISTING SPOT ELEVATIONS
EXISTING STORM SEWER AND STRUCTURES
EXISTING SIDEWALK
EXISTING TREELINE
EXISTING UTILITY POLE AND GUY WIRE
EXISTING DECIDUOUS TREE
EXISTING CONIFEROUS TREE
PROPOSED BUILDING
PROPOSED DRIVEWAY
PROPOSED EDGE OF PAVEMENT
PROPOSED EDGE OF STONE
PROPOSED CHAINLINK FENCE
PROPOSED PARKING SPACES

STORMWATER CERTIFICATION

I, KRIS REISS, P.E. DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE STORMWATER MANAGEMENT FACILITIES SHOWN AND DESCRIBED HEREON ARE IN CONFORMANCE WITH THE LATEST DEP BMP MANUAL AND THE NEW BRITAIN TOWNSHIP STORMWATER ORDINANCES, AS LAST AMENDED.
CERTIFIED THIS ON 11/01 DAY OF JUNE, 2021

NOTES & PROTECTIVE COVENANTS

- 1. STORMWATER FACILITIES SHALL BE OWNED, REPAIRED AND MAINTAINED BY THE PROPERTY OWNER. THE PROPERTY OWNER SHALL PROVIDE A BLANKET STORMWATER ACCESS EASEMENT TO THE TOWNSHIP FOR THE PURPOSE OF ACCESS TO THE STORMWATER FACILITIES DEEMED CRITICAL TO PUBLIC WELFARE, FOR INSPECTION AT ANY REASONABLE TIME, BY THE TOWNSHIP OR ITS DESIGNEE.
2. THE APPROVAL OF THE FINAL PLANS IS CONDITIONED UPON THE APPLICANT AGREEING TO BE RESPONSIBLE FOR ALL REPAIRS AND MAINTENANCE OF THE STORMWATER MANAGEMENT FACILITIES AND PERMITTING ACCESS TO SUCH FACILITIES DEEMED CRITICAL TO PUBLIC WELFARE, FOR INSPECTION AT ANY REASONABLE TIME BY THE TOWNSHIP OF ITS DESIGNEE.
3. ANY PROPOSED WELL IS SUBJECT TO THE PROVISIONS OF THE WELL CONSTRUCTION STANDARDS, WHICH INCLUDES REQUIREMENTS FOR WELL PERMITTING, WATER QUALITY TESTING AND WELL PRODUCTION CERTIFICATION.
4. NO OTHER PRIMARY USES ARE PERMITTED UNLESS OTHERWISE GRANTED BY THE NEW BRITAIN TOWNSHIP ZONING HEARING BOARD.
5. THE PROPERTY OWNER IS REQUIRED TO MAINTAIN THE AREA OF THE ONSITE CLEAR SIGHT TRIANGLE AND THE TOWNSHIP HAS THE RIGHT TO ENTER AND PERFORM REQUIRED MAINTENANCE IN THE AREA IF DEEMED CRITICAL TO PUBLIC WELFARE.
6. MATERIALS AND BUSINESS VEHICLES ARE ONLY PERMITTED TO BE STORED WITHIN THE BUILDINGS OR FENCED LIMITS, UNLESS OTHERWISE PERMITTED BY THE TOWNSHIP.
7. NEW BRITAIN TOWNSHIP SHALL HAVE THE RIGHT AND PRIVILEGE TO ACCESS THE STORMWATER FACILITIES FOR INSPECTION AND/OR MAINTENANCE FOR THE PRESERVATION OF STORMWATER RUNOFF CONVEYANCE, INFILTRATION, AND DETENTION AREAS AT ANY REASONABLE TIME BY THE TOWNSHIP OR ITS DESIGNEE.
8. NEW BRITAIN TOWNSHIP SHALL INSPECT ALL PHASES OF INSTALLATION OF THE STORMWATER FACILITIES. SHALL PERFORM A FINAL INSPECTION, AND AS-BUILT PLANS SHALL BE SUBMITTED OF THE INSTALLED FACILITIES, INCLUDING A CERTIFICATION OF COMPLETION SIGNED BY A QUALIFIED PROFESSIONAL SURVEYOR VERIFYING ALL SWM BMP'S HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.
9. MERIDIAN IS BASED ON PENNSYLVANIA STATE PLANE COORDINATE SYSTEM - SOUTH ZONE NAD 83. VERTICAL DATUM IS BASED ON NAVD 88.

APPROVED WAIVERS/VARIANCES/SPECIAL EXCEPTIONS:

- 1. ZONING ORDINANCE SECTION 27-305.L2.B.2: VARIANCE APPROVED FOR THE SIZE OF THE OUTDOOR STORAGE AREA AS HEARD AT THE AUGUST 18, 2016, ZONING HEARING BOARD.
2. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE SECTION 22-403 AND 22-404: RELIEF APPROVED FROM PROVIDING SEPARATE PRELIMINARY AND FINAL PLAN SUBMISSIONS.
3. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE SECTION 22-706.1.B AND 2.B.: RELIEF APPROVED FROM PROVIDING CONCRETE SIDEWALK ALONG SCHOOL HOUSE ROAD. A 6-FOOT BITUMINOUS TRAIL TO BE PROVIDED INSTEAD OF THE CONCRETE SIDEWALK.
4. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE SECTION 22-713.5.B(4): RELIEF APPROVED FROM PROVIDING SHADOWBOX FENCING TO SCREEN OUTDOOR STORAGE AREAS. A CHAIN LINK FENCE WITH PRIVACY FABRIC AND EVERGREEN TREES PLANTED AT 10-FOOT INTERVALS ARE PROVIDED IN PLACE OF THE SHADOWBOX FENCE.
5. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE SECTION 22-706.1.C: RELIEF PROVIDED FROM PROVIDING CURBS FOR ALL PARKING AREAS.
6. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE SECTION 22-708.2.A AND 2.B.: RELIEF APPROVED FROM PROVIDING MINIMUM PARKING STALL DIMENSIONS IN THE SUBDIVISION AND LAND DEVELOPMENT ORDINANCE. 9' BY 18' STALLS ARE PROVIDED.
7. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE SECTION 22-APPENDIX E: RELIEF REQUESTED FROM PROVIDING 4" 25 MM BITUMINOUS BASE LAYER FOR DRIVEWAYS AND PARKING AREAS. THE TOWNSHIP ENGINEER MAY GRANT A REQUEST FOR THE REDUCED BASE COURSE THICKNESS AS A FIELD CHANGE WHEN ONSITE SUBGRADE CONDITIONS CAN BE OBSERVED.

CERTIFICATE OF OWNERSHIP AND ACKNOWLEDGEMENT OF PLAN:

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF BUCKS
ON THIS 11th DAY OF JUNE, 2021, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED Steve Clause, who being duly sworn according to law, DOETH DEPOSE AND SAY THAT HOLY PROPERTIES, LLC IS THE OWNER OF THE PROPERTY SHOWN AND DEPICTED ON THIS PLAN, THAT THIS LAND DEVELOPMENT PLAN WAS MADE AT HIS DIRECTION, AND THAT THEY ACKNOWLEDGE THE SAME AND DESIRE THE SAME TO BE RECORDED ACCORDING TO LAW.
By Steve Clause, TITLE: Owner
Notary Public: Gianna Marinacci, Notary Public, Bucks County, My commission expires January 10, 2024

ENGINEER'S CERTIFICATION

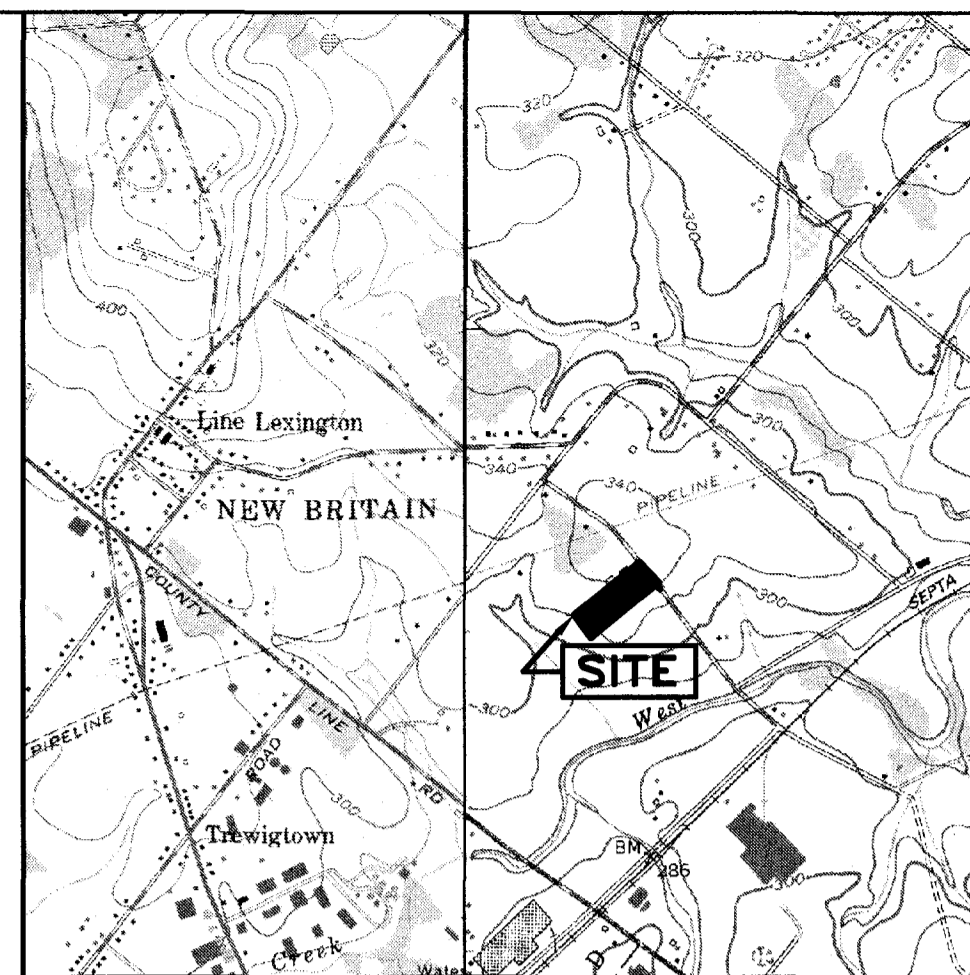
I, KRIS REISS, P.E. DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE INFORMATION CONTAINED IN THE ACCOMPANYING PLANS, SPECIFICATIONS, AND REPORTS HAS BEEN PREPARED IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICE, IS TRUE AND CORRECT, AND IS IN CONFORMANCE WITH THE ZONING ORDINANCE AND THE SUBDIVISION AND LAND DEVELOPMENT ORDINANCE OF NEW BRITAIN TWP, AS LAST AMENDED.
CERTIFIED THIS ON 11/01 DAY OF JUNE, 2021

SURVEYOR'S CERTIFICATION

I, Jon S. Tresslar, a REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN THE COMMONWEALTH OF PENNSYLVANIA, LICENSE NO. 20555 E, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, THAT THE EXISTING FEATURES, TOPOGRAPHY, AND METES AND BOUNDS SHOWN ON THIS PLAN ARE IN ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS IN THE COMMONWEALTH OF PENNSYLVANIA AS ADOPTED BY THE PENNSYLVANIA SOCIETY OF LAND SURVEYORS IN JULY OF 1996 (OR AS SUBSEQUENTLY ADOPTED). A FIELD SURVEY WAS PERFORMED UNDER MY IMMEDIATE SUPERVISION AND ALL MONUMENTS AND/OR LOT PINS SHOWN, EXIST AS INDICATED OR SHALL BE PLACED AS SHOWN, AND THAT ALL DIMENSIONS AND GEODETIC DETAILS ARE CORRECT.

SITE DATA

OWNER/APPLICANT: HOLY PROPERTIES, LLC
1121 HORSHAM ROAD, AMBLER, PA 19002
(215)-290-3131
PARCEL DATA: PARCEL ID 26-001-103-001
DEED BOOK 5432, PAGE 0686
USE: EXISTING: B1 - SINGLE FAMILY DETACHED DWELLING
PROPOSED: K5 - CONTRACTING
L2 - OUTDOOR STORAGE ACCESSORY USE (CONDITIONAL USE)
ZONING DATA: ZONING DISTRICT: IO-INDUSTRIAL OFFICE DISTRICT
REQUIRED EXISTING PROPOSED
MINIMUM LOT AREA: 3 acres 6.1 acres 6.1 acres
MINIMUM LOT WIDTH @ BLDG LINE: 200.00' 249.00' 249.00'
MAXIMUM BUILDING HEIGHT: 35 FEET <35 FEET <35 FEET
MAXIMUM BUILDING COVERAGE: 50% 3.5% 7.7%
MAXIMUM IMPERVIOUS COVERAGE: 65% 12.0% 34.1%
FRONT YARD: 50.00' 379.49' 379.49'
SIDE YARD: 25.00' 58.40' 58.40'
REAR YARD: 50.00' 442.27' 442.27'



LOCATION MAP
SCALE: 1"=2000'
SOURCE: PORTIONS OF TELFORD, PA & DOYLESTOWN, PA USGS QUADRANGLES

SOILS CERTIFICATION

I, BEING AN ENVIRONMENTAL SCIENTIST, FOR BOUCHER & JAMES, DO HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE SOILS RELATED INFORMATION CONTAINED ON THIS PLAN ARE TRUE AND CORRECT.
CERTIFIED THIS ON 10 DAY OF JUNE, 2021
NET BUILDABLE AREA: 5.14 ac
[X (GROSS SITE AREA) - Y (REQUIRED OPEN SPACE)] = Z (NET BUILDABLE AREA)
[5.14 ac X (6.01 ac - [REQUIRED OPEN SPACE] 0.875 ac)] = 5.14 ac

WETLAND DELINEATION CERTIFICATION

I, BEING AN ENVIRONMENTAL SCIENTIST, DO HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE WETLAND RELATED INFORMATION CONTAINED ON THIS PLAN IS TRUE AND CORRECT AND HAS BEEN DELINEATED IN ACCORDANCE WITH ACCEPTED WETLAND DELINEATION PRACTICES BASED ON THE 1987 WETLAND DELINEATION MANUAL AND IS IN CONFORMANCE WITH CHAPTER 105 OF THE RULES AND REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL RESOURCES.
CERTIFIED THIS ON 10 DAY OF JUNE, 2021

TOWNSHIP ENGINEER

REVIEWED BY THE NEW BRITAIN TOWNSHIP ENGINEER THIS DAY OF 20

PLANNING COMMISSION APPROVAL

APPROVED BY THE PLANNING COMMISSION OF NEW BRITAIN TOWNSHIP, THIS DAY OF 20

BOARD OF SUPERVISORS APPROVAL

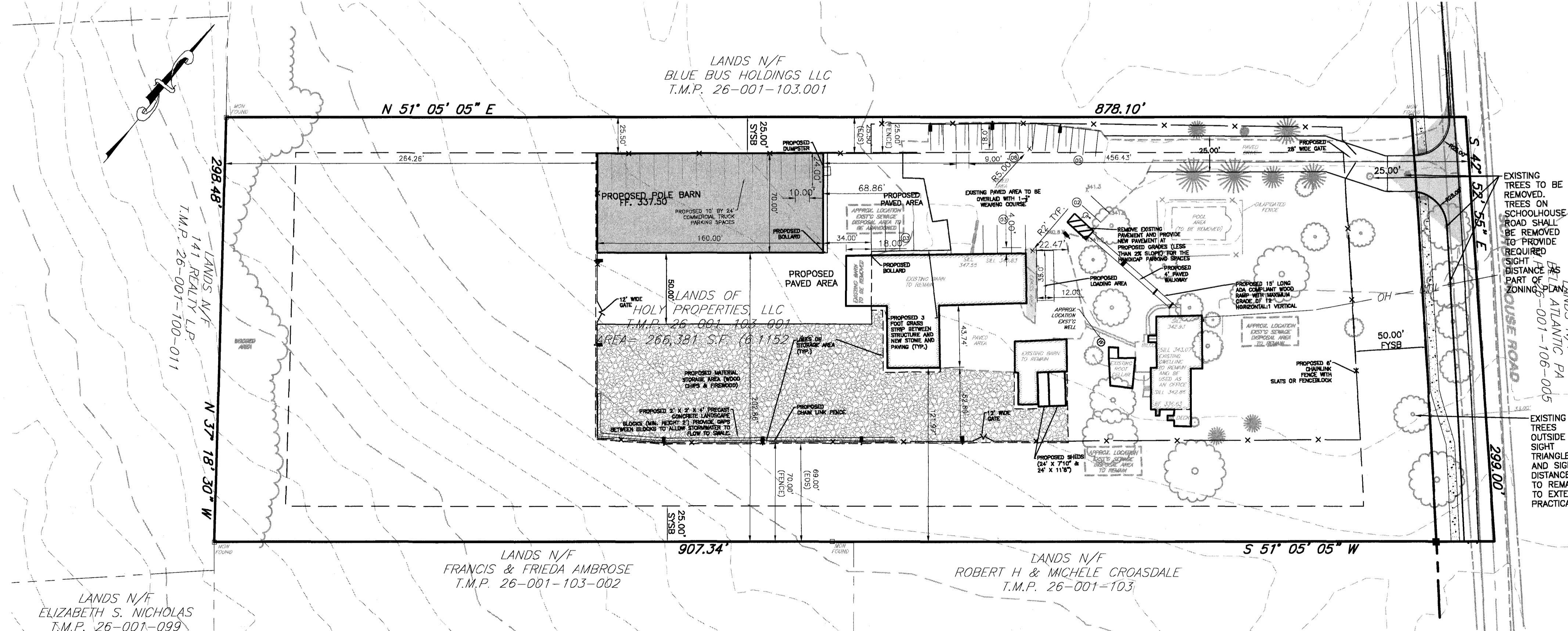
THIS LAND DEVELOPMENT PLAN WAS APPROVED BY THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP, THIS DAY OF 20

BUCKS COUNTY RECORDER OF DEEDS

RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, IN DOYLESTOWN, PENNSYLVANIA, IN PLAN BOOK PAGE ON THE DAY OF 20

BUCKS COUNTY PLANNING COMMISSION REVIEW

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



EXISTING BUILDINGS: 0.21 ACRES
EXISTING STONE, CONCRETE, AND PAVED AREAS: 0.51 ACRES
TOTAL IMPERVIOUS: 0.21 AC + 0.51 AC = 0.72 ACRES
PROPOSED SITE AREA:
EXISTING BUILDINGS: 0.21 ACRES
PROPOSED IMPERVIOUS, PAVEMENT, STONE, AND CONCRETE: 1.58 ACRES
PROPOSED POLE BARN: 0.26 ACRES
TOTAL IMPERVIOUS: 0.21 AC + 1.58 AC + 0.26 AC = 2.05 AC

GENERAL CONSTRUCTION NOTES

- 1. ALL CONSTRUCTION METHODS AND MATERIALS MUST COMPLY WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION PUBLICATION 408, LATEST REVISION.
2. ALL PROPOSED STRUCTURES AND FACILITIES MUST BE CONSTRUCTED IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION PUBLICATION 72, "ROAD CONSTRUCTION STANDARDS", LATEST REVISION.
3. ALL PROPOSED STREETS, ACCESS DRIVES, DRIVEWAYS AND UTILITIES SHALL COMPLY WITH THE PENNSYLVANIA CODE, TITLE 67, CHAPTER 441, "ACCESS TO AND OCCUPANCY OF HIGHWAYS BY DRIVEWAYS AND LOCAL ROADS", AND CHAPTER 459, "OCCUPANCY OF HIGHWAYS BY UTILITIES", LATEST REVISIONS.
4. ALL PROPOSED STRUCTURES AND FACILITIES MUST COMPLY WITH THE AMERICANS WITH DISABILITY ACT, "ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES", LATEST REVISION.
5. ALL PROPOSED WATER AND SEWER FACILITIES MUST COMPLY WITH THE STANDARDS AND POLICIES OF THE APPLICABLE WATER AUTHORITY, SEWER AUTHORITY, BUCKS COUNTY HEALTH DEPARTMENT, PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND NEW BRITAIN TOWNSHIP.
6. ALL CONTRACTORS SHALL BE RESPONSIBLE FOR ENSURING ALL CONSTRUCTION ACTIVITIES ARE PERFORMED IN ACCORDANCE WITH THE STANDARDS AND POLICIES OF THE BUCKS COUNTY CONSERVATION DISTRICT.
7. ALL CONTRACTORS SHALL BE RESPONSIBLE FOR ENSURING ALL CONSTRUCTION ACTIVITIES ARE PERFORMED IN ACCORDANCE WITH THE STANDARDS AND POLICIES OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.
8. ALL CONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING LOCATIONS OF ALL UTILITIES AND COMPLYING WITH THE PENNSYLVANIA ACT 38 AND ACT 187, AS AMENDED.
9. NO EXCAVATION OR FILL SHALL BE MADE WITH A FACE STEEPER THAN 3 HORIZONTAL TO 1 VERTICAL.

Write dimensions shall have priority over scaled dimensions. All dimensions, elevations, locations, and conditions shall be verified by the Contractor prior to construction, and the Owner and Boucher & James, Inc. shall be notified of any discrepancies with the information shown on drawings.
Only those plans incorporating the raised or red line professional seal shall be considered official and relied upon. All ideas, designs and arrangements presented herein were developed for use on, and in connection with, the specified project being prepared for the Owner. These plans may not be reproduced or altered without the express written permission of Boucher & James, Inc.
Information shown on this plan represents professional services expressing ideas and designs developed, owned and copyrighted by Boucher & James, Inc. Reproduction of the plan without written approval of Boucher & James, Inc. is not permitted. Unauthorized reproduction of a copy of this plan for any purpose will be considered a violation of the copyright laws and a theft of corporate assets. Unauthorized alterations of the plan will be considered a violation of the professional code of ethics. Any violation will be prosecuted to the fullest extent of current statutes.

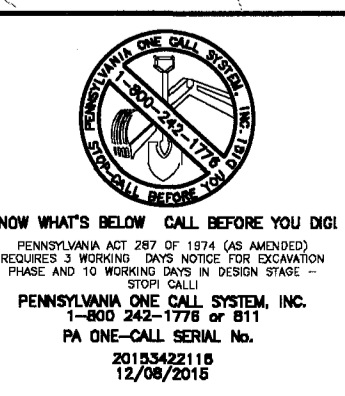


Table with 2 columns: DATE, DESCRIPTION. Includes revision history for 9/8/16, 11/16/16, 1/24/17, and 5/24/2021.

PROJECT: SCHOOL HOUSE RD COMMERCIAL LAND DEVELOPMENT
NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA
APPLICANT: HOLY PROPERTIES, LLC
1121 HORSHAM ROAD
AMBLER, PENNSYLVANIA 19002

PROJ. NO.: 156664
FILE: RECORD PLAN (SHEET 1 OF 2)
DRAWN BY: CFP
CHECKED BY: KJR
SCALE: 1" = 50'

Boucher & James, Inc. CONSULTING ENGINEERS
DOYLESTOWN • STROUDSBURG • LEHIGH VALLEY
REGIONAL OFFICE: 559 MAIN STREET, SUITE 230 BETHLEHEM, PA 18018
VOICE: (610) 419-8407 FAX: (610) 419-8408
SHEET 3 OF 9
DATE: DECEMBER 23, 2015

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

Return To: Grim, Biehn & Thatcher
104 So. Sixth Street, P.O. Box 215
Perkasie, PA 18944

TMP #: 26-001-103-001

**DECLARATION OF COVENANTS, EASEMENTS,
CONDITIONS, AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, AND RESTRICTIONS, is made and executed this _____ day of _____, A.D., 2021, by ***HOLY PROPERTIES, LLC***, a Pennsylvania Limited Liability Corporation, having offices at 324 Schoolhouse Road, Chalfont, PA 18914 (hereinafter referred to as "***Declarant***").

BACKGROUND

A. Declarant is the owner of certain premises in the Township of New Britain, Bucks County, Pennsylvania, comprising of approximately 6.12 acres located at 324 School House Road and known as part of Bucks County Tax Parcel No. 26-001-103-001 (hereinafter referred to as the "***Property***").

B. Declarant has established a K5 Contracting Use on the Property and has obtained final plan approval to construct a pole barn on the Property pursuant to a separate set of plans on record in the Township Office, consisting of a Preliminary/Final Plan for the 324 Schoolhouse Road Land Development, prepared by Boucher & James, Inc., consisting of 8 sheets dated December 23, 2015, last revised May 24, 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.

C. The Property is intended to be developed in accordance with the above-described Plan, and in accordance with the conditions of the Plan approval imposed by New Britain Township (hereinafter referred to as the "***Project***").

D. The Plan provides for an Access and Enforcement Easement, a Natural Resource Conservation Easement, and a Road Right-of-Way Easement on and across the Property as shown on the Plan and as more specifically set forth herein.

E. It is the intention of Declarant, for itself, its heirs, grantees, successors, and assigns, to impose certain terms, covenants, easements, benefits, burdens, and servitudes on the Property,

for the benefit of New Britain Township, the owners of the lots in the subdivision of the Property, and the general public, and their respective heirs, grantees, successors and assigns.

NOW, THEREFORE, in consideration of the foregoing and for the nominal sum of One Dollar (\$1.00), and intending to be legally bound, Declarant hereby binds and encumbers the Property with the following covenants, easements, conditions, and restrictions:

ACCESS AND ENFORCEMENT EASEMENT

1. Declarant hereby declares and imposes an Access and Enforcement Easement upon the Property for the benefit of New Britain Township for the purpose of ingress, egress, and regress over and across the Property at reasonable times to monitor Declarant's compliance with and to enforce the terms of this Declaration; provided that such entry shall be upon prior reasonable notice to Declarant, and subject to the condition that such entry does not unreasonably interfere with Declarant's use and quiet enjoyment of the Property.

2. New Britain Township shall have the full, free, unlimited, and unrestricted right, liberty, and privilege to enter upon and inspect any of the easement areas described below from time to time to ensure their continued operation, function, maintenance, and repair by Declarant.

3. In the event that New Britain Township determines any easement or the facilities located within any easement or easement area described in the following paragraphs are not operating or functioning properly in accordance with their design; and/or are not being properly maintained or repaired in accordance with the Plan and/or this Declaration, the Township shall provide written notice to Declarant setting forth the particulars regarding the manner in which the easement, the easement area, or the facilities located thereon or within, is/are not functioning, being maintained, or being repaired in accordance with this Declaration; advising Declarant of the corrective action needed to be taken to restore said Easement, easement area, and/or facilities, to its/their original condition, function, operation, and/or capacity; and specifying a reasonable period of time within which the described defaults must be remedied or cured (hereinafter referred to as the "***Default Notice***"). Declarant shall complete such maintenance, repair, replacement, and/or restoration work as is required to cure or remedy the defaults enumerated in the Default Notice within fifteen (15) calendar days of receipt of the Default Notice. Under circumstances where the defaults cannot reasonably be cured/remedied within a fifteen (15) day period, Declarant shall begin curing/remedying such defaults within fifteen (15) calendar days of receipt of the Default Notice and shall to continue diligently to cure/remedy such defaults until finally cured/remedied. All such work shall be done in accordance with the Plan and this Declaration. If Declarant fails to cure or remedy any default as required by this Declaration, New Britain Township shall have the right to enter onto the Property to perform any necessary maintenance, repair, replacement, or restoration work.

4. This Access and Enforcement Easement also allows New Britain Township to prevent any activity upon or use of the Property that is inconsistent with the requirements or purposes of this Declaration, the Easements set forth below, or the Plan. If Declarant violates any of the Easements described in this Declaration in any way, New Britain Township shall have the

right to require compliance, along with the restoration of the easement areas or features of the Property that may have been damaged by such violation, after a Default Notice has been provided in accordance with Paragraph 3 above.

5. In addition to the above-listed remedies, upon discovery of a breach or violation of this Declaration and/or the Plan by Declarant, New Britain Township may cease to issue any permits for the Project, any portion thereof, or any improvement of the Property or portion thereof, and revoke any issued permits related in any way to the breach or violation.

6. All costs and expenses incurred by New Britain Township in any enforcement action or in the maintenance, repair, or restoration of an easement or easement area, including, but not limited to, attorney's fees and engineering fees, shall be reimbursed by Declarant within thirty (30) days of receipt of an itemized written statement from the Township. If Declarant fails to reimburse the Township within thirty (30) days of receiving this itemized statement, such costs and expenses shall constitute a municipal lien on Property. In addition, the Township may file a municipal lien against the Property for these costs and expenses and shall have a lien on this Property until the sums expended by New Britain Township (including the costs associated with the lien) have been paid by Declarant.

7. These enforcements rights under this Declaration coexist with and are in addition to any rights New Britain Township has under law or equity to enforce the terms of this Declaration of Covenants, Easements, Conditions, and Restrictions.

NATURAL RESOURCE CONSERVATION

8. A natural resource conservation easement is hereby granted to New Britain Township upon and across a portion of the Property shown on the Plan as the Area of Protected Special Value Features, and as more particularly set forth on the legal description attached hereto and incorporated herein as *Exhibit "A"* ("*NRC Easement Area*"). The purpose of this natural resource conservation easement is to protect and preserve the natural area and surrounding lands from soil erosion, water pollution, and any other disruptions or occurrences that might interfere with the natural, scenic and open space state of the conservation easement area.

9. This Easement is created for the benefit of and hereby granted to New Britain Township. The placement or construction of any buildings, structures, or other improvements, including, but not limited to fences, roads, or parking lots, is prohibited within the NRC Easement Area, and no excavation, depositing, dumping, filling, dredging, or other disturbance of the soil or other intrusions shall occur within this area. No natural resource as defined in the Zoning Ordinance at the time of execution of this Declaration (lake, pond, watercourse, wetland, wetland margin, riparian buffer, woodlands, steep slopes, agricultural soils, etc.) located within the natural resource easement area shall be intruded into, disturbed, damaged, or destroyed. Agricultural soils that do not contain another protected natural resource may be cultivated in accordance with sound farming practices.

10. Declarant hereby covenants and agrees to service and maintain the natural resource easement area in good condition and repair. Declarant shall keep the NRC Easement Area free and clear of all trash, debris, and other material which may enter the easement area. The storage of any materials of any kind shall be prohibited within this easement area. The NRC Easement Area shall be kept in its natural state, and all mowing, clearing, excavating, timbering, cutting, spraying, plowing, or other activity which would disturb the natural state of this easement area is strictly prohibited.

ROAD RIGHT-OF-WAY EASEMENT (SCHOOLHOUSE ROAD)

11. Declarant hereby grants to New Britain Township a Road Right-of-Way Easement along Schoolhouse Road for the following purposes:

a. To permit the extension, construction, maintenance, repair and replacement of a road within the easement area; to control and maintain stormwater drainage; to control and maintain visual obstructions to vehicular and pedestrian traffic; and to provide for curbs, sidewalks, utilities, and other public improvements deemed necessary by Township in said easement area.

b. To permit the future possible installation, maintenance, service, repair, and replacement of public or private utilities including, but not limited to, water, sewer, electric, cable, telecommunications, and storm sewers or other improvements deemed necessary by New Britain Township in said easement area.

c. To permit Grantee access to the easement area to undertake the work and activities permitted by this Easement.

d. To permit the public access to and use of the above-listed public improvements installed within the easement area.

12. The road right-of-way easement area hereby granted by Declarant to New Britain Township is all that certain strip of land situate along the Property as shown on the Plan and more particularly described by the legal description attached hereto and incorporated herein as ***Exhibit "B" ("ROW Easement Area")***.

13. Except as shown on the Plan, no barriers, fences, signs, or any other obstruction, permanent or temporary, to the free and unhampered use of this Easement shall hereafter be permitted. No motor vehicles, trailers, boats, personal property, buildings, or other structures shall be dumped, stored, parked, or constructed within any portion of said Road Right-of-Way Easement without the express written approval of New Britain Township. In the event any landscaping, personal property, structure, or other obstruction is constructed, erected, stored, or otherwise left over and/or upon the ROW Easement Area, the Township shall not be obligated to protect, maintain, move, repair, or replace such landscaping, personal property, structure, or other obstruction in conjunction with conducting any activities or work upon or within the ROW

Easement Area, and Declarant agrees to immediately remove any such obstruction upon the request of the Township.

MISCELLANEOUS PROVISIONS

14. Declarant releases New Britain 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 grant of this Declaration of Covenants, Easements, Conditions, and Restrictions to New Britain Township or the exercise of the rights granted herein, unless caused by their gross negligence or willful misconduct. Furthermore, Declarant warrants and shall forever defend against any such claims.

15. Declarant covenants and agrees to indemnify and hold New Britain Township, its engineer, solicitor, and all other agents, servants, or employees harmless 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 Property arising out of Declarant's performance while complying with the terms, conditions, provisions, and requirements of this Declaration.

16. Declarant covenants and agrees that neither itself, nor its heirs, grantees, successors, and assigns, shall or will at any time hereafter ask, demand, recover, or receive from New Britain Township any sum or sums of money as payment for the granting of these covenants, easements, conditions, and restrictions.

17. This Declaration of Covenants, Easements, Conditions, and Restrictions is appurtenant to Property and shall be construed to be covenants running with the land binding upon and inure to the benefit of the parties hereto and their respective heirs, grantees, successors and assigns. The terms "Declarant", "New Britain Township", and "Township" herein shall include their respective heirs, grantees, successors and assigns. Any provision of this Declaration to the contrary notwithstanding, the parties intend that upon conveyance of the Property, any obligation appurtenant to the property conveyed shall become the sole obligation of the person to whom the property interest is transferred and the grantor shall be discharged from any liability hereunder.

18. This Declaration of Covenant, Easements, Conditions, and Restrictions may not be amended, modified, or terminated except by written agreement of Declarant and New Britain Township.

19. This Declaration of Covenants, Easements, Conditions, and Restrictions shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and all the easement rights and responsibilities shall be exercised in compliance with and subject to 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.

20. The provisions of this Declaration of Covenants, Easements, Conditions, and Restrictions shall be severable. If any provision is found to be invalid, unenforceable, unconstitutional and/or void, the remaining provisions of this Declaration shall, nevertheless, remain valid and binding.

21. In the event that any of the provisions of this Declaration of Covenants, Easements, Conditions, and Restrictions 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 Declaration notwithstanding the absence of such provisions in said deed.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**NEW BRITAIN TOWNSHIP
DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, AND
RESTRICTIONS
Holy Properties
(Signatures)**

IN WITNESS WHEREOF, Declarant, intending to be legally bound, has hereby set its hands and seal the day and year first above written.

DECLARANT: HOLY PROPERTIES, LLC.

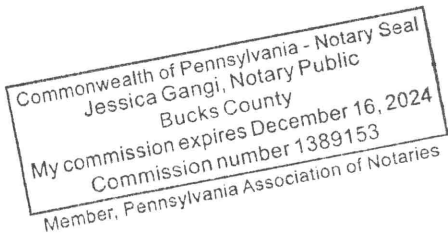
Attest: Debra Clauser By: Steve Clauser
Name: Steve Clauser
Title: President

(Acknowledgments)

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF Bucks :

On this 12 day of October, 2021, before me a Notary Public, personally appeared **STEVE CLAUSER, PRESIDENT** of **HOLY PROPERTIES, LLC**, a Pennsylvania Limited Liability Corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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



Jessica Gangi (SEAL)
Notary Public



**TOWNSHIP OF NEW BRITAIN
BUCKS COUNTY, PA**

BOARD MOTION

Date: November 15, 2021

I MOVE THAT: The Board authorize advertisement of the 2022 Preliminary Budget, per the attachments.

Presented By: _____

Seconded By: _____



**TOWNSHIP OF NEW BRITAIN
BUCKS COUNTY, PA**

BOARD MOTION

Date: November 15, 2021

I MOVE THAT: The Board adopt Resolution #2021-29: Reallocate 2021 PD Funds in Materials & Supplies/Computers to Equipment Purchases and Uniform/Vests, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisors
FROM: Chief Clowser
DATE: November 9, 2021
RE: Reallocation of budget line-item funds and Power Bike

The 2021 Police budget line item 410-223 Traffic Counter has over \$9,000 in unobligated funds. These funds can be better utilized to support police operations. The police department would like to reallocate the \$9,000 as follows.

- Reallocate \$6,300 to 410-750 Equipment purchase to offset a \$1,700 deficit in that line item and aid in the purchase of a Law Enforcement All Terrain Power Bike for \$4,538.
 - Bikes in general are a great community engagement tool and permit officers' flexibility to travel in areas where vehicles cannot.
 - A power bike adds the distance and time an officer can cover and provides additional flexibility to respond to calls for service as necessary.
- Reallocate \$2,700 to 410-241 to aid in standardizing uniforms for the police department.
 - Officers are wearing three different uniforms. To standardize the uniforms, new uniforms would need to be purchased by the township.
 - The police department is finalizing a wear test for new professional looking uniforms that humanize the officers.

STAFF RECOMMENDATION:

Approve a motion to authorize the reallocation of the funds as described above.

Approve a motion to purchase a Law Enforcement All Terrain Power Bike for \$4,538.

Resolution 2021-29

NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP
FORMALLY AMENDING THE F.Y 2021 BUDGET**

WHEREAS, it is prudent and sound fiscal management to periodically conduct a review of the New Britain Township budget; and

WHEREAS, the review provides an opportunity to examine projected revenues and expenses; and

WHEREAS, the review was conducted and it is recommended the following budget adjustments and/or amendments are made pursuant to Section 3202(f) of the Pennsylvania Second Class Township Code to reflect changes in fiscal management:

Reduce the amount of funds in Account #01.410.223 Traffic Counter by \$9,000.00; and

Transfer \$6,300.00 of this \$9,000.00 to Account #01.410.750 Equipment Purchases to purchase a All Terrain Power Bicycle; and

Transfer the remaining \$2,700 of this \$9,000.00 to Account #01.410.241 to aid in standardizing uniforms for the police department.

NOW, THEREFORE, BE IT RESOLVED, this 15th day of November 2021, by the New Britain Township Board of Supervisors that the Treasurer is authorized and directed to make the afore referenced Budget adjustments.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

Gregory T. Hood, Chair

Helen B. Haun, Vice Chair

William B. Jones, III, Member

Matt West, Township Manager

Cynthia M. Jones, Member

MaryBeth McCabe, Esq., Member



**TOWNSHIP OF NEW BRITAIN
BUCKS COUNTY, PA**

BOARD MOTION

Date: November 15, 2021

I MOVE THAT: The Board authorize purchase of a Model All Terrain Power Bike, per the attachments.

Presented By: _____

Seconded By: _____

RECON

ALL TERRAIN POWER BIKES
MADE MILITARY TOUGH

QUOTATION

Quote Number: 3726
Quote Date: Nov 2, 2021
Page: 1

Remittance Address:

327 Ley Road
Fort Wayne, IN 46825

www.ReconPowerBikes.com 1.888.485.2589

Quoted To:

New Britain Township Police Dept
207 Park Ave
Chalfont, PA 18914



Customer ID	Good Thru	Payment Terms
BRIT001	12/2/21	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
1.00	BR-INTBLK1	Item: Interceptor Power Bike-Black / 1,000W Mid-Driven Motor, Law Enforcement Model/ 17"	3,895.00	3,895.00
1.00	AR-LITSIRENKIT	Item: Light and Siren Kit (Front and Back)	449.00	449.00
1.00	AR-POLBAG	Item: Police Bag	69.00	69.00
1.00	S-ASSEMBLY-TESTING	Assembly, Testing and Shipping/Delivery of Bikes (Per Bike)	125.00	125.00

FOB: Fort Wayne, Indiana

Unless otherwise stated, freight charges are not included.

Subtotal	4,538.00
Sales Tax	
TOTAL	4,538.00

If you would like to place an order for the above listed item(s), please contact the office.



**TOWNSHIP OF NEW BRITAIN
BUCKS COUNTY, PA**

BOARD MOTION

Date: November 15, 2021

I MOVE THAT: The Board approve a contract and expenditures for the CODY Records Management system, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisors
FROM: Chief Clowser
DATE: November 9, 2021
RE: CODY RMS Contract

Records Management Systems (RMS) are a vital component to police operations. The RMS stores all police data, investigations, and departmental activity. This data drives operations and the deployment of officers throughout the township.

NBTPD currently has Metro Alert, which is severely antiquated, as it's RMS. Metro Alert was bought out by a larger company and no longer offers enhancements that are needed for a professional, data driven police agency. Current annual maintenance fees of \$2,300.

The police department would benefit in many ways by transitioning to CODY RMS. CODY is a proven Pennsylvania based company headquartered in Pottstown with over 40 years of RMS experience. They recently were awarded the contract to interface the Bucks County Computer Aided Dispatch with area departments, which will result in a seamless interface between the County CAD and NBTPD. CODY has the capability to provide data that police managers can utilize to best serve the community. CODY features provide increased accountability for the department to do what they say they will do. Annual maintenance fees for CODY RMS are \$9,300, an increase of \$7,000 per year)

The police department has the funding to enter into a three-year agreement with CODY utilizing \$36,000 from the 2021 budget (410-210 Materials and Supplies Computers).

- Initial payment by December 22nd - \$36,000
- January 2022 - \$8,400 (budgeted in preliminary budget)
- January 2023 - \$9,300
- January 2024 - \$9,300

STAFF RECOMMENDATION:

Approve a motion to enter into a contract with CODY RMS for three years to modernize and support police department operations.



CODY Systems

New Britain Township Police Department, PA – Solution Highlights

CODY Systems, based in Pottstown, PA, is a second-generation family company. We have provided mission-critical software solutions for police departments of all sizes and tiers across the nation. In PA alone, CODY supports over 200 law enforcement agencies, including 10+ agencies right in Bucks County. This document provides a few highlights of the components included in the total solution for New Britain Police Department.



Key Considerations:

- **PA-based 24 x 7 x 365 LIVE Personal Support - *Talk to a person, not a machine.*** When a client calls support at any time day or night, they always talk to a live, thinking person who is able to get them the answers they need immediately. Plus, all our techs are PA-based.
- **Bucks County CAD Interface.** CODY offers this interface between the County Versaterm CAD system and the CODY RMS system:
 - ***What does this interface provide?*** The interface will bring relevant call data coming from the CAD system (time, location, basic incident information, dispatch notes, etc.) and create an incident automatically in the CODY RMS system. This saves the officers time by eliminating the need to 're-key' duplicate incident information into RMS. Less time writing reports means more time on patrol.
- **Metro Alert Data Conversion Expertise.** As part of the proposal, CODY's Data Services Engineers will convert the agency's data in the current legacy RMS system database into the CODY RMS Database before the PD is live on the system.
 - ***What does this mean exactly?*** This means that when the PD goes live with CODY RMS, officers, investigators, command staff, etc. will have access to all of their records (persons, incidents, arrests, etc.) for query and reporting in CODY RMS. The PD will not have to continue paying support for the legacy RMS system in order to maintain access since all of those records were converted and migrated into the CODY system.
- **Lock Sensitive Records on Investigations.** The system includes a whole set of permission controls and locking options to 'lock down' certain records (or narratives associated with certain incidents) to specific individuals or groups of individuals designated by the agency.
- **Native Link to SuperCOBRA Data-sharing Network.** CODY is the same company who designed and supports the PA SuperCOBRA network, currently sharing data across 230 participating agencies in PA.
- **Quick Searches, Reports & Form Development and Tools.** CODY will help New Britain PD achieve a paperless workflow to limit redundancies wherever possible. CODY RMS includes a report and form building toolkit that allows agencies to create frequently-used forms, reports, charts, graphs, officer activity reports, etc. that will auto-populate with data coming from the CODY RMS.

For more information about CODY, visit our website at www.codysystems.com
Maggie Riker, Director of Sales & Marketing, mriker@codysystems.com



**TOWNSHIP OF NEW BRITAIN
BUCKS COUNTY, PA**

BOARD MOTION

Date: November 15, 2021

I MOVE THAT: The Board approve the purchase of a play structure for North Branch Park, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Matt West, Township Manager
FROM: Chelle Clancy, Parks & Recreation Coordinator
DATE: October 25, 2021
RE: North Branch Park Playground Equipment

Based on the proposal evaluation by Costars vendor Lyons Recreation, New Britain Township staff would like to present to the Board of Supervisors the recommendation for purchase of an ADA Compliant Miracle Recreation Playground and Swing Structure, Playground Mulch, and its installation (Proposal: Reference R0095215154, October 26, 2021). New Britain Township Public Works Department will handle the demolition, disposal of existing playground structure in disrepair.

The Project total cost is \$59,346.94. The purchase and installation of the playground equipment will be spanning two budgets as described below:

In 2021:

- Initial payment due upon order of equipment for \$50,000.00 (applied to Capital Purchases Fund 07-454-710).

In 2022:

- Final remaining balance will be due in the amount of \$9,346.94 (applied to Capital Fund 07-454-710).



PO Box 53
 Stratford, NJ 08084
 877.808.PLAY (7529)
 888.324.3929
www.lyonsrecreation.com
info@lyonsrecreation.com
 FEIN: 46-2203321

PROPOSAL

To: New Britain Township
 Michelle Clancy
 207 Park Avenue
 Chalfont, PA 18914
 215-822-1391
mclancy@newbritaintownship.org

Re: Miracle Recreation
 Reference: R0095215154

Date: September 21, 2021
 REVISED: October 26, 2021

<i>Item</i>	<i>Qty</i>	<i>Description</i>	<i>Price</i>
1	1	Miracle Recreation TotsChoiceX; 704S068J Sale Structure w/Free Freight	\$27,499.00
2	1	Miracle Recreation 3 1/2" OD Arch Swg w/6 S/P Seats MC; 7188526SW; Sale Structure w/Free Freight	\$2,899.00
3	1	Miracle Recreation Welcome Sign Ages 5-12, Freestanding; 787003	\$700.00
4	39	Miracle Recreation 6' Miracle timber 12" High w/2 30" Stakes-RB; 44012R	\$3,471.00
5	1	Miracle Recreation Timber Opening Kit-Recycled Black; 4403R	\$333.00
			Freight \$924.52
			Subtotal <u> </u> \$35,826.52
6	167	Woodcarpet Engineered Wood Fiber (playground mulch) manufactured by Zeager Bros to cover 3,560 SF	\$3,590.50
			Freight \$899.92
			<u> </u> \$4,490.42
7	1	Installation of above line items 1 - 6	\$19,030.00
			Grand Total <u> </u> \$59,346.94
<p style="text-align: center;">**Existing playground equipment and footings are to be removed by others. Please note that all footings must be removed in order for us to install the new playground equipment.**</p> <p>Pricing conforms to COSTARS contract 014-183. To place this order, please sign and return this quotation to us via fax at 888-324-3929 or email to info@lyonsrecreation.com. Thank you!</p>			

QUOTE VALID FOR 30 DAYS

Prior to placement of order, please contact your representative with your color selections.

Current Delivery: Due to the volatile market, lead times are changing daily. Please contact your local sales representative for current lead times.

Current Installation: Approximate install date will be given when deposit check is received. *Installation lead time may vary depending when check is received.*

Disposal of trash generated during construction shall be disposed of by customer. A dumpster could be provided for an additional \$550.00

Delivery via tractor trailer. Lift gate service may be available for additional charge

Installation is not provided, unless included above. The following items are relevant to proposals involving installation:

Work area must be level and accessible by trucks and equipment necessary to perform the required tasks.

Any necessary permits are to be obtained by the owner unless otherwise noted.

The cost to locate and identify any PRIVATE utilities is the Owners. This includes anything not located by Miss Utility, NJ One Call or PA One Call. Repair of unidentified, unmarked underground private utilities that are damaged during construction is the responsibility of the Owner

Pricing assumes good soil conditions. Additional charges may be applied due to unforeseen circumstances; such as rock, buried debris, etc. Potentially avoid additional costs and delays by notifying us of any known obstructions.

If demolition of existing equipment is to be completed by the owner, it is imperative that all concrete footers be removed and replaced with clean, compacted fill.

An on site area shall be provided by the owner for the deposit of unused spoils (dirt, rock, debris, etc.) that are produced as a result of the work performed.

PAYMENT TERMS: A PAYMENT OF \$50,000.00 IS DUE AT TIME OF ORDER, REMAINDER DUE WITHIN 30 DAYS OF SATISFACTORY COMPLETION. Non-taxable customers will provide proper tax exemption certificate to Lyons Recreation, LLC. Purchase orders and payments should be made payable to the order of Lyons Recreation, LLC. I/we understand that all accounts are payable to Lyons Recreation, LLC. according to the terms shown on each invoice, and if not paid on or before said date, are then delinquent. I/we agree to pay any and all service charges (1.25% per month) added each month to past due invoices. All charges are due and payable in full at PO BOX 53, Stratford, NJ 08084. To the extent the terms and conditions of any purchase order and/or order confirmations are inconsistent with the terms and conditions of this signed quote, the terms and conditions of this signed quote shall prevail. Payments by credit card will include a surcharge of 6% of the total invoice.

Initial: _____

To be filled out by customer:

Accepted by: _____
signature *date*

please print name *title*

Ship To: _____ **Name** _____

_____ *street address* *phone*

_____ *city/town* *state* *zip* *email address*

Bill To _____ **Name** _____

_____ *street address* *phone*

_____ *city/town* *state* *zip* *email address*

_____ *purchase order if applicable*



Playground Design 2



Playground Design 2



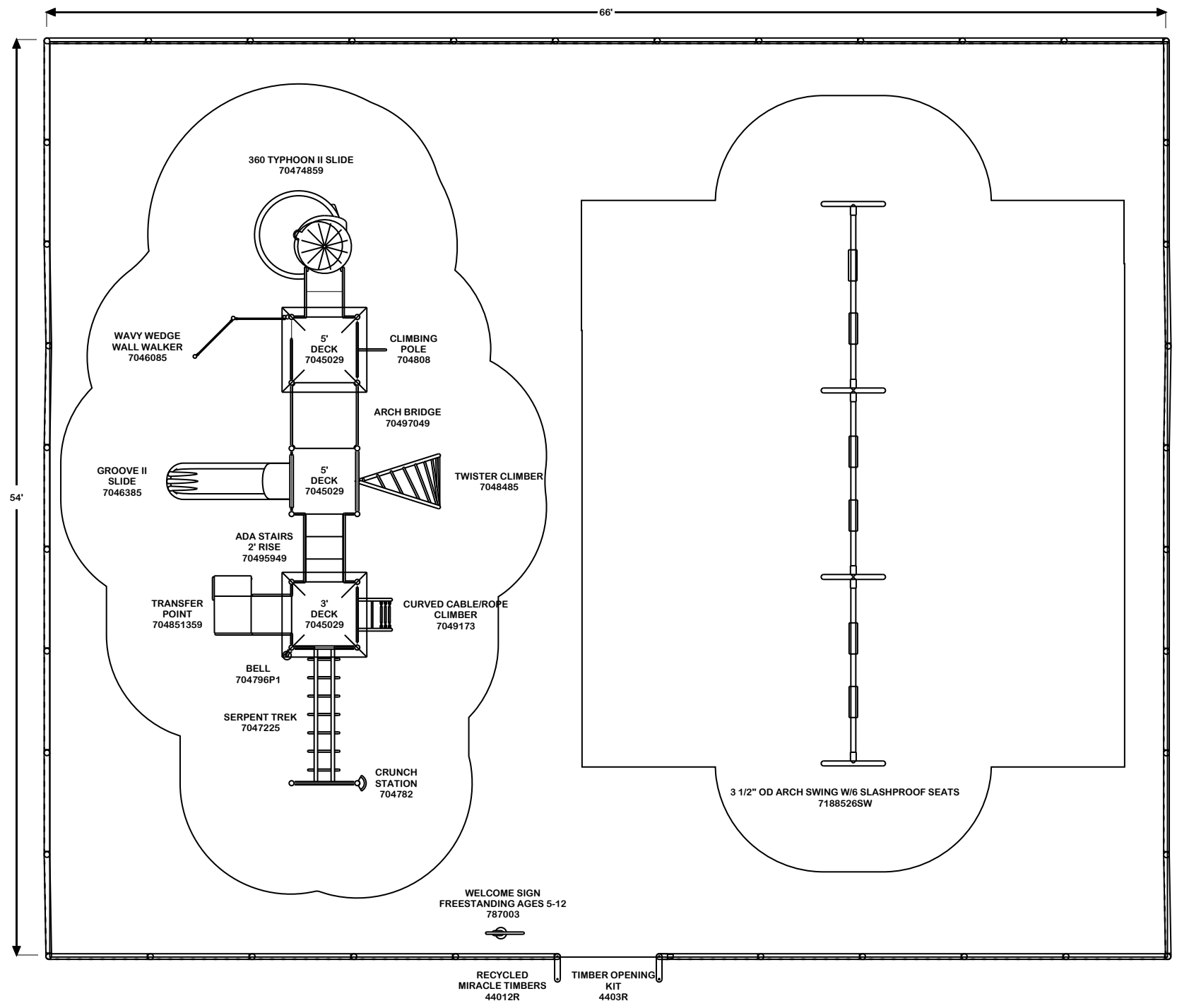
Playground Design 2



Playground Design 2

AGE GROUP:	5-12
ELEVATED PLAY ACTIVITIES - TOTAL:	7
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	7 REQ'D 4
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE:	3 REQ'D 2
GROUND LEVEL QUANTITY:	14 REQ'D 2

FOR KIDS AGES
5-12
YEARS



LYONS RECREATION, LLC.
 PO BOX 53
 STRATFORD, NJ
 PHONE NO: (856) 352-4619
 FAX NO: (302) 659-5084
 GROUND SPACE: 42'-6" x 44'-6"
 PROTECTIVE AREA: 63'-0" x 48'-6"
 DRAWN BY: Jeff Moore
 DATE: 9/17/2021

R0095_44456407825	
✓	COMPLIES TO ASTM/CPSC
✓	COMPLIES TO ADA

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.
 AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS



**TOWNSHIP OF NEW BRITAIN
BUCKS COUNTY, PA**

BOARD MOTION

Date: November 15, 2021

I MOVE THAT: The Board adopt Resolution #2021-28: PEMA DAP-1 for Tropical Storm Ida, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisors
FROM: Township Staff
DATE: November 8, 2021
RE: FEMA/PEMA Public Assistance for Tropical Storm Ida

Incident ID Number: FEMA-4618-DR-PA

- Funding is available for **Emergency Work** and **Permanent Restoration** of damaged facilities.
- FEMA will cover **75%** and PEMA will cover **25%**
- Minimum damage costs must exceed **\$3,320** to be eligible.
- **FEMA Scoping Meeting** will be scheduled once RPA is **Submitted** and **Approved**.
- Once **FEMA Scoping Meeting** is held, NBT will have **30 Days** to report **ALL** incident related damages on Damage Inventory through the FEMA Portal – **NO EXTENSIONS**

Important Dates:

- **Public Assistance Declaration:** October 8, 2021
- **Eligible Incident Period:** August 31, 2021 - September 5, 2021
- **Request for Public Assistance:** November 7, 2021, Completed in FEMA Portal
 - **Submitted:** October 22, 2021; Pending Approval
- **DAP-1 Resolution:** November 15, 2021
- **Emergency Work Costs (Category A&B):** April 8, 2022
- **Permanent Restoration Costs (Category C-G; Z):** April 8, 2023

Eligible Work:

- **Category A** – Debris Removal
- **Category B** – Emergency Protective Measures (Fire & Police)
- **Category C** – Road and Bridge Repair
- **Category Z** – Administrative Costs w/ documentation
- **Small Projects** – Between \$3,320 – \$132,800
- **Large Projects** – Greater than \$132,800

Required Forms:

- **RPA** – Request for Public Assistance
 - Submitted **October 22, 2021; Pending Approval**
- **DAP-1** – Resolution from the Governing Body
 - Adopt **November 15, 2021**
- **DAP-2** – Agreement of Financial Assistance
- **BAV** – Bank Account Verification

DESIGNATION OF AGENT RESOLUTION: 2021-28

FOR: _____
(Enter Name of Disaster or Number)

BEING THE _____ **OF** _____
(Chief Executive Officer Title) (Public Entity)

I _____ _____
(Name of Applicant Agent) (Title)

HAS THE AUTHORITY TO EXECUTE FOR AND IN BEHALF OF

_____, _____ County,
(Public Entity)

a public entity established under the laws of the Commonwealth of Pennsylvania, all required forms and documents for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended by Public Law 100-707).

_____	_____	_____
(Name)	(Title)	(Signature)
_____	_____	_____
(Name)	(Title)	(Signature)
_____	_____	_____
(Name)	(Title)	(Signature)
_____	_____	_____
(Name)	(Title)	(Signature)
_____	_____	_____
(Name)	(Title)	(Signature)

CERTIFICATION

I, _____, duly appointed the _____
(Name) (Chief Executive Title)

of _____, do hereby certify that the above is a true.
(Public Entity)

(Governing Body)

(Signature) (Date)



**TOWNSHIP OF NEW BRITAIN
BUCKS COUNTY, PA**

BOARD MOTION

Date: November 15, 2021

I MOVE THAT: The Board adopt Resolution #2021-30: Police Grievance, per the attachments.

Presented By: _____

Seconded By: _____

RESOLUTION NO. 2021-30
New Britain Township
Bucks County, Pennsylvania

**A RESOLUTION OF THE TOWNSHIP OF NEW BRITAIN RESOLVING TWO
GRIEVANCES FILED BY THE NEW BRITAIN TOWNSHIP POLICE
BENEVOLENT ASSOCIATION.**

WHEREAS, New Britain Township ("**Township**") is a Second Class Township that has formed a Police Department ("**Department**") pursuant to Pennsylvania law; and

WHEREAS, the rank and file police officers in the Department have organized and are represented by the New Britain Police Benevolent Association ("**PBA**") in regards to employment matters; and

WHEREAS, the Township and the PBA have entered into a series of collective bargaining agreements ("**CBA**") that address various employment matters and issues, including, but not limited to, grievances; and

WHEREAS, in 2014, the PBA filed a grievance under the then-current CBA regarding tobacco usage in patrol vehicles ("**Tobacco Grievance**"); and

WHEREAS, on January 29, 2021 the PBA filed a grievance under the then-current CBA regarding the Township's alleged failure to pay for certain overtime ("**Overtime Grievance**"); and

WHEREAS, the Township and the PBA have undertaken the steps laid out in the CBA concerning grievances up to arbitration for both the Tobacco Grievance and the Overtime Grievance; and

WHEREAS, the PBA approached the Township with a settlement offer concerning the Overtime Grievance, which the Township accepted with certain conditions that were subsequently accepted by the PBA.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of New Britain Township, that the Overtime Grievance shall be settled in accordance with the following terms:

- The Township shall provide each and every fulltime officer who is a member of the PBA with four (4) hours of Kelly Time in addition to the 104 hours of Kelly Time given to such officers under the CBA for the 2021 calendar year.
- Each officer shall use all of this additional Kelly Time by Midnight on December 31, 2021 or that individual officer shall forfeit any of this additional Kelly Time not used by this deadline.
- The PBA shall withdraw the Tobacco Grievance with prejudice by delivering a written withdrawal letter to the Township Manager, as well as, withdraw with prejudice any other outstanding or pending complaints or actions filed by the PBA concerning or related to the usage of tobacco products within patrol vehicles.

- The PBA shall withdraw the Overtime Grievance with prejudice by delivering a written withdrawal letter to the Township Manager within ten (10) days of the Township providing the additional Kelly Time to the officers in accordance with this Resolution.

BE IT FURTHER RESOLVED, that the Township's agreement to this settlement of the Overtime Grievance as set forth in this Resolution is not effective until the PBA properly withdraws the Tobacco Grievance and related complaints/actions in accordance with the requirements of this Resolution.

BE IT FINALLY RESOLVED, that the Board of Supervisors may repeal this Resolution and eliminate the additional Kelly Time granted under this Resolution if the PBA fails to properly withdraw the Overtime Grievance.

SO RESOLVED, this 15th day of November, 2021, at a duly convened public meeting of the Board of Supervisors of New Britain Township.

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

ATTEST

Matthew West
Township Manager

Gregory T. Hood, Chairman

Helen B. Haun, Vice-Chair

Cynthia M. Jones

William B. Jones, III

MaryBeth McCabe, Esq.



**TOWNSHIP OF NEW BRITAIN
BUCKS COUNTY, PA**

BOARD MOTION

Date: November 15, 2021

I MOVE THAT: The Board adopt Resolution #2021-31: Sale of Township Property Policy, per the attachments.

Presented By: _____

Seconded By: _____

**RESOLUTION 2021-31
NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA**

**A RESOLUTION FOR THE SALE OF PERSONAL PROPERTY PURSUANT TO
THE PENNSYLVANIA SECOND CLASS TOWNSHIP CODE SECTION 1504 AND
THE PENNSYLVANIA MUNICIPAL PROPERTY PURCHASE AND SALE LAW**

WHEREAS, New Britain Township, from time to time, finds itself with excess personal property that is no longer of use to the Township; and

WHEREAS, Section 1504 of the Pennsylvania Second Class Township Code contains provisions regulating the sale of personal property by townships and the Pennsylvania Property Purchase and Sale Law (73 P.S. §1641 *et. seq.*) regulates the sale personal property by municipalities in general; and

WHEREAS, New Britain Township desires to adopt a Resolution to establish a procedure for the sale of personal property without further action by the Board of Supervisors.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of New Britain Township, Bucks County, Pennsylvania, as follows:

1. The Manager and Department Heads of New Britain Township shall have the responsibility for determining when personal property is no longer needed by the Township.
2. When a Department Head and/or Manager determines that the Township no longer needs certain personal property, he or she shall sell or dispose of it in accordance with the regulations of the Pennsylvania Second Class Township Code, the Pennsylvania Property Purchase and Sale Law, and this Resolution.
3. With respect to personal property, either individual items or lots of items, the fair market value of which is estimated to be less than \$2,000.00, a Department Head and/or Manager may sell or dispose of the item or items as he or she believes best serves the interests of the Township, so long as the method of disposal employed takes into consideration the fair market value of the personal property being sold. The items may be sold at public auction, but such method of disposal is not required.
4. With respect to personal property, either individual items or lots of items, the estimated fair market value of which is \$2,000.00 or more, such property shall not be sold except to the highest bidder after due notice by advertisement for bids or for public auction in newspaper of general circulation in the Township at least ten (10) days prior to the opening of the bids or the holding of the auction. The advertisement, including an advertisement for an online or electronic auction sale, shall conform to the provisions set forth in Section 1504 of the Second-Class Township Code. If, after attempting twice to receive bids, or if at the public auction no bid is received, the Department Head and/or Manager may sell said personal property without further action of the Board of Supervisors; said sale to conform with the requirements of any law governing the sale of property by municipal corporations generally when no bids have been received.
5. When no bids are received concerning the sale of personal property under Paragraph 4 of this Resolution, the Manager or applicable Department Head may initiate

negotiations for a private sale of the property, taking into consideration its fair market value. The Township shall publicly announce the identity of the parties, the sale price, and a summary of the other terms and conditions relating to any proposed private sale at a regular or special meeting of the Board of Supervisors. After this public announcement of the sale is made, at least thirty (30) days must elapse before the Township may complete this private sale.

6. All other remaining provisions of the Pennsylvania Property Purchase and Sale Law (73 P.S. §1641 *et. seq.*) and Section 1504 of the Second-Class Township Code are incorporated herein by reference.

RESOLVED AND ENACTED this 15th day of November 2021.

Gregory T. Hood, Chair

Helen B. Haun, Vice Chair

William B. Jones, III, Member

Matt West, Township Manager

Cynthia M. Jones, Member

MaryBeth McCabe, Esq., Member



**TOWNSHIP OF NEW BRITAIN
BUCKS COUNTY, PA**

BOARD MOTION

Date: November 15, 2021

I MOVE THAT: The Board adopt Resolution #2021-32: New Britain-Hatfield Township Intermunicipal Police Services Agreement, per the attachments.

Presented By: _____

Seconded By: _____

**NEW BRITAIN TOWNSHIP
RESOLUTION #2021-32**

**A RESOLUTION FOR THE APPROVAL OF THE INTERMUNICIPAL POLICE SERVICES
AGREEMENT BETWEEN HATFIELD TOWNSHIP AND NEW BRITAIN TOWNSHIP**

WHEREAS, pursuant to the First-Class Township Code, 53 P.S. § 56579.29(2)(i), the New Britain Township Board of Supervisors may enter into an intergovernmental agreement with the proper authorities of municipal corporations for mutual aid or assistance in police protection;

WHEREAS, both Hatfield Township and New Britain Township desire to enter into an agreement attached hereto and incorporated herein as Exhibit "A" ("Intermunicipal Police Services Agreement") authorizing concurrent jurisdiction for the police departments of each Township to make summary arrests and on-view arrests and to provide mutual aid up to 500 feet within each Township on shared, mutual borders along County Line Road (State Route 2038);

WHEREAS, the First Class Township Code authorizes the Board of Supervisors to pass resolutions as it deems necessary for the proper management, care and control of the Township and the maintenance of peace, good government, health and welfare of the Township and its citizens;

NOW, THEREFORE, BE IT RESOLVED, that the New Britain Township Board of Supervisors accepts the terms of the Intermunicipal Police Services Agreement ("Agreement") and authorizes New Britain Township to enter into the Agreement.

DULY PRESENTED AND ADOPTED by the New Britain Township Board of Supervisors, Bucks County, Pennsylvania, in a public meeting held this 15th day of November, 2021.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

Gregory T. Hood, Chair

Helen B. Haun, Vice Chair

William B. Jones, III, Member

Matt West, Township Manager

Cynthia M. Jones, Member

MaryBeth McCabe, Esq., Member

Exhibit "A"

("Intermunicipal Police Services Agreement")

INTERMUNICIPAL POLICE SERVICES AGREEMENT

This **INTERMUNICIPAL POLICE SERVICES AGREEMENT** ("Agreement") is effective as of the 15th of November, 2021, by and between **HATFIELD TOWNSHIP**, a Township of the First Class located in Montgomery County, Pennsylvania, with offices located at 1950 School Rd., Hatfield, PA 19440 ("Hatfield"), and **NEW BRITAIN TOWNSHIP**, a Township of the Second Class, located in Bucks County, Pennsylvania, with offices located at 207 Park Ave., Chalfont, PA 18914 ("New Britain")(Collectively, the "Parties" or "Townships").

BACKGROUND

WHEREAS, pursuant to the terms, conditions, and provisions in this Agreement, Hatfield Township, Montgomery County and New Britain Township, Bucks County wish to enter into an intergovernmental agreement to authorize concurrent jurisdiction for the police departments of each Township and authorize police officers from each Township to make summary arrests and on-view arrests and provide mutual aid up to 500 feet within each Township on shared, mutual borders along County Line Road (State Route 2038); and

WHEREAS, Chapter 23 of the General Local Government Code, 53 Pa.C.S. § 101, et seq. requires all governmental agreements to be approved by ordinance or resolution; and

WHEREAS, the Pennsylvania Intergovernmental Cooperation Act, 53 Pa.C.S. § 2301, et seq., authorizes local governments to enter into joint agreements to jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities; and

WHEREAS, the Statewide Municipal Police Jurisdiction Act, 42 Pa.C.S. § 8953, authorizes a duly employed municipal police officer who is within the Commonwealth, but beyond the territorial limits of his primary jurisdiction, to have the power and authority to enforce the laws of this Commonwealth or otherwise perform the functions of that office as if enforcing those laws or performing those functions within the territorial limits of his primary jurisdiction where the officer has obtained the prior consent of the organized law enforcement agency which provides primary police services to a political subdivision which is beyond that officer's primary jurisdiction to enter the other jurisdiction for the purpose of conducting official duties which arise from official matters within his primary jurisdiction; and

WHEREAS, each of the Townships deems that this Agreement for mutual, shared police services and mutual aid is necessary for the protection of the health, safety and welfare of its residents; and

WHEREAS, the participating Townships shall form a Task Force to monitor for traffic violations along County Line Road (State Route 2038) pursuant to the terms of this Agreement.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual covenants contained in this Agreement, the parties, their respective successors and assigns, hereby agree as follows:

TERMS AND CONDITIONS

I. COMMAND AUTHORITY

1. The purpose of this Agreement is to provide mutual police aid across jurisdictional lines along County Line Road (State Route 2038) in two Townships to enable police to more effectively enforce the provisions of traffic statutes, thereby preserving the health, safety and welfare of persons in each Township.
2. The Task Force shall be known as the County Line Road (State Route 2038) Task Force.
3. The Police Officers in each Township participating in the Task Force shall be added as members to the Task Force and will be approved to monitor traffic violations, or other criminal violations that may happen to occur during such monitoring times, along County Line Road (State Route 2038) in both directions along this border road.
4. Officers from each Township that is a party in this Agreement are authorized to make summary arrests and on-view arrests up to 500 feet within the other Township on shared mutual borders along County Line Road (State Route 2038) in Bucks County and Montgomery County.
5. If an incident occurs where charges could be brought or citations could be issued in more than one jurisdiction, the arresting or citing officer and such officer's department will coordinate with the other involved jurisdiction's departments and District Attorney's Offices in order to prosecute the case in the jurisdiction most appropriate.
6. The Parties and their personnel acknowledge that financial and civil liability for the acts and omissions of each employee remains vested with the employee's employing agency. Liability for any negligent or willful acts of any employee undertaken outside the terms of this Agreement will be the sole responsibility of the respective employee and the employee's employing agency. The Parties agree to notify each other of any claim or lawsuit arising out of an activity conducted pursuant to this Agreement. Nothing in this paragraph shall prevent any Township affected by any claim or lawsuit from conducting an independent administrative review of any matter giving rise to the claim or lawsuit. The Parties agree to cooperate fully with one another in the event of an administrative review or investigation arising from alleged negligence or misconduct arising out of activity conducted pursuant to this Agreement. Nothing in this paragraph shall be construed as supplanting any applicable statute, rule or regulation. The police services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes and all immunities from liabilities enjoyed by each Party within its boundaries shall extend to its participation in police services outside of its boundaries.
7. Each Township hereby releases the other from liability for damages to its property caused by the other Township's employees when serving pursuant to this Agreement. The Parties shall be self-insured or carry sufficient liability insurance to protect themselves from any liability assumed by this paragraph.

8. Responsibility for the conduct of a Township's police personnel, both personally and professionally, shall remain with their respective Township head, and each Township shall be responsible for the actions of its respective employees.
9. Because personnel from each Township are not employees of the other Township, the substantive and procedural rights of such personnel regarding employment-related grievances or discipline are governed solely by the contracts, rules, and regulations existing between the individual Township's personnel and their respective departments. Personnel-related benefits, including but not limited to Workers' Compensation, shall be the sole responsibility of the Township which employs the employee during Task Force operations. Personnel with complaints, suggestions, comments or concerns should refer the matter to their employing agency for processing pursuant to that Township's reporting procedures or grievance process. If the matter involves the conduct of employees of another Township, the Police Chief of such other Township shall be informed of the nature and circumstances of the matter.
10. The area served by this Task Force in each of the Townships shall be more fully described below ("Task Force Area"):
 - i. The area within the jurisdictional limits of New Britain Township from Walnut Street, northbound on County Line Road (State Route 2038); and to the designated termination point at the road terminus just north of Maple Avenue at Bethlehem Pike (State Route 309); and
 - ii. The area within the jurisdictional limits of Hatfield Township, southbound on County Line Road (State Route 2038) from the road terminus point just north of Maple Avenue at Bethlehem Pike (State Route 309), to the designated termination point at the Walnut Street intersection. **See Exhibit "A"**.

II. TERM OF AGREEMENT

1. The Parties hereto agree to bind themselves to the terms of this Agreement. This Agreement shall only become effective upon approval, as evidenced below, by the authorized officials of the respective Parties and shall continue in full force and effect until terminated by any party hereto.
2. The duration of this Agreement shall be indefinite, subject to termination as provided in this Agreement.
3. If any Township wishes to terminate its participation in this Agreement, it must do so in writing notifying the other Township of its intent to withdraw at least thirty (30) days prior to the desired date of termination. Upon termination, either for cause or by election of the Parties, no mutual aid shall be provided thereafter unless a separate agreement is executed.

III. EXPENSES

Each Township shall be responsible for all expenses incurred by reason of action taken by its respective police officers and police department pursuant to this Agreement with the assistance

of funds supplied by the Pennsylvania Office of Attorney General or other sources or grants, if available. Such expenses include, but are not limited to, salaries, overtime pay, retirement, expenses, disability and all other employment-related benefits incident to their employment with their respective Township police department. If necessary, the Parties will enter into a separate agreement that delineates any costs, fees, reimbursements, or assessments for services provided by the Task Force, but any costs or expenses directly incurred by a particular Township while participating in the Task Force shall be claimed by and payable to the Township incurring such costs or expenses.

IV. MISCELLANEOUS

1. Background. The Background recitals referenced at the beginning of this Agreement are incorporated into this Agreement by reference as if fully set forth at length.
2. Assignment. This Agreement shall not be assignable by any party to this Agreement except upon the written consent of all Parties hereto, which consent shall not be unreasonably withheld.
3. Modification. This Agreement may be modified, amended or supplemented only by the written agreement of all the Parties hereto.
4. Mutual Cooperation. Hatfield Township and New Britain Township, by and through their respective governing bodies, agree to execute all documents and to take all action necessary to effectuate the terms and conditions of this Agreement.
5. Captions. The captions in this Agreement are for convenience only and are not part of this Agreement. The captions do not in any way define, limit, describe or amplify the provisions of this Agreement or the scope or intent thereof.
6. Entire Agreement. This Agreement represents the entire agreement of the Parties hereto and there are no collateral or oral agreements or understandings.
7. Severability. In the event any provision hereof is held illegal or invalid, no other provision of this Agreement shall be affected, and this Agreement shall then continue in full force as if such illegal or invalid provision had not been contained herein.
8. Notices. All notices and communications required to be given in writing under this Agreement shall be sent by certified United States mail, postage prepaid, by email communication with acknowledgement of such email received, or delivered by hand delivery with receipt obtained, to the addresses noted for Hatfield Township and New Britain Township in the first paragraph of this Agreement.
9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement. Each counterpart Agreement that is signed by a party shall indicate the date that the counterpart was approved and signed.

10. Execution. Each Township has executed this Agreement after this Agreement was approved by its respective governing body after a properly advertised public meeting.
11. No Superseding Standard of Care, Duty, or Conduct. Nothing in this Agreement or any policy, procedure, practice, protocol or guideline resulting therefrom is intended to alter or affect or does alter or affect any standard of care, standard of conduct, lawful authority to search, seize or arrest as may be otherwise authorized by the Constitution of the United States, the Pennsylvania Constitution, any applicable federal or Pennsylvania law, or any policy or procedure of the police departments subject to this Agreement.
12. Choice of Venue. In the event of a dispute between the Parties with respect to any of the terms or conditions of this Agreement or in the performance of either party under this Agreement, such dispute shall proceed in the Court of Common Pleas of Montgomery County, Pennsylvania.
13. Governing Law. This Agreement shall be interpreted and governed in accordance with the laws of the Commonwealth of Pennsylvania.

Signature page and exhibit page to follow

IN WITNESS WHEREOF, the parties hereto, being authorized to do so, set their hand and seals below, as of the date written.

ATTEST:

HATFIELD TOWNSHIP

Aaron Bibro, Secretary
Date: _____

By: _____
Thomas C. Zipfel,
President of Commissioners
Date: _____

ATTEST:

NEW BRITAIN TOWNSHIP

Matt West, Secretary
Date: _____

By: _____
Gregory T. Hood,
Chairperson, Board of Supervisors
Date: _____





Township of New Britain

Office of Code Enforcement

OCTOBER 2021

PERMITS ISSUED	57
ZONING	6
BUILDING INSPECTION	82
United electrical	20
OCCUPANCY INSPECTIONS	19
RE-INSPECTION	12
COMMERCIAL FIRE INSPECTIONS	0
FIRE CALLS	15
CHALFONT	15
DOYLESTOWN	2 asst chalfont
DUBLIN	0
HILLTOWN	0 No Report

Chalfont Fire Company
Chiefs Report - October 2021

Total # of Incidents - 24

Types of Calls

1. Fire	3
2. Rescue and Medical assist	2
3. Hazardous Conditions	2
4. Service calls	0
5. Good Intent Call	4
6. Alarm System Calls	13
7. Special Incident	0
8. Severe Weather	0

Total Staff Hours for Calls 122:34:00

Alarms per Municipality

Bedminster Twp	1
Chalfont Boro	3
Montgomery Twp.	2
New Britain Boro	2
New Britain Twp.	15

Training and Maintenance Drills 4

Total training hours 313

Total Available Points 28

TOTAL STAFF HRS FIRES AND TRAINING 435:34:00

Chalfont Chemical Fire Company

Chalfont, PA

This report was generated on 11/3/2021 4:20:55 PM

Incidents per Zone for Date Range

Start Date: 10/01/2021 | End Date: 10/31/2021

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
ZONE: 21 - Bedminster Twp				
2021-16935	111 - Building fire	10/20/2021	1167 N Dublin Pk	34/74

Total # Incidents for 21: 1

ZONE: 27 - Chalfont Boro				
2021-16557	600 - Good intent call, other	10/16/2021	208 Coventry Rd	34/74
2021-16841	745 - Alarm system activation, no fire - unintentional	10/19/2021	350 N Main St	34/74
2021-17107	710 - Malicious, mischievous false call, other	10/23/2021	164 Chestnut St	34/74

Total # Incidents for 27: 3

ZONE: 36 - Hilltown Twp.				
2021-17085	745 - Alarm system activation, no fire - unintentional	10/22/2021	120 Longview Rd	34/74

Total # Incidents for 36: 1

ZONE: 47 - New Britian Boro				
2021-16269	745 - Alarm system activation, no fire - unintentional	10/11/2021	43 Bristol Rd	34/74
2021-16384	745 - Alarm system activation, no fire - unintentional	10/13/2021	43 Bristol Rd	34/74

Total # Incidents for 47: 2

ZONE: 47-MT - Montgomery Twp.				
2021-15978	111 - Building fire	10/05/2021	801 Bethlehem Pk	34/74
2021-16627	412 - Gas leak (natural gas or LPG)	10/17/2021	104 Delmar Ct	34/74

Total # Incidents for 47-MT: 2

ZONE: 48 - New Britian Twp.				
2021-15862	600 - Good intent call, other	10/03/2021	309 Mill Ridge Dr	34/74
2021-15866	745 - Alarm system activation, no fire - unintentional	10/03/2021	716 Anthem Way	34/74
2021-16020	745 - Alarm system activation, no fire - unintentional	10/06/2021	4379 Countyline Rd	34/74
2021-16169	745 - Alarm system activation, no fire - unintentional	10/09/2021	280 W Butler Ave	34/74
2021-16623	745 - Alarm system activation, no fire - unintentional	10/17/2021	34 Edinboro Ci	34/74
2021-17067	352 - Extrication of victim(s) from vehicle	10/22/2021	Railroad Ave	34/74
2021-17162	611 - Dispatched & cancelled en route	10/23/2021	800 Manor Dr	34/74
2021-17174	745 - Alarm system activation, no fire - unintentional	10/24/2021	14 Edinboro Cr	34/74
2021-17187	745 - Alarm system activation, no fire - unintentional	10/24/2021	323 W Butler Ave	34/74

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2021-17254	352 - Extrication of victim(s) from vehicle	10/25/2021	44 Ferry Rd	34/74
2021-17400	600 - Good intent call, other	10/27/2021	202 Cayuga Cr	34/74
2021-17402	745 - Alarm system activation, no fire - unintentional	10/27/2021	505 Windsor Ct	34/74
2021-17523	740 - Unintentional transmission of alarm, other	10/29/2021	525 W Butler Ave	34/74
2021-17633	444 - Power line down	10/30/2021	234 Upper Stump Rd	34/74
2021-17658	131 - Passenger vehicle fire	10/30/2021	County Line Rd	34/74

Total # Incidents for 48:

15

TOTAL # INCIDENTS:

24

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



DOYLESTOWNFRA

Incidents For New Britian Township

Alarm Date Between {10/01/2021} And {10/31/2021}

<u>Incident-Exp#</u>	<u>Alm Date</u>	<u>Alm Time</u>	<u>Location</u>	<u>Incident Type</u>
21-0017400-000	10/27/2021	13:46:00	202 CAYUGA CI /New	445 Arcing, shorted electrical
21-0017402-000	10/27/2021	13:59:00	505 WINDSOR CT	743 Smoke detector activation,

Total Incident Count 2

Dublin Volunteer Fire Company

Month: **October 2021**

FIRE CALLS ANSWERED		OTHER PERTINENT INFORMATION	
Apartment			
Assists			
Engine		Time in Service	12 Hrs 24 Min
Field		Total Man Hours	92 Hrs 39 in
Full Company		Average Call Length	32 Min
Ladder			
Rescue	2		
Squad			
Tanker		Total Personnel	139
Air Medical Evacuation		Total Ave. Personnel per Call	7
Alarm System	7		
Auto Extrication			
Auto Response	6		
Barn			
Brush			
Building	1	Borough/Township	
Chimney			
CO Alarm		Bedminister Township	12
Corn Dryer		Dublin Borough	1
Cover/Up		East Rock Hill Township	4
Cover/Up Assist		Hilltown Township	5
Domestic Rescue	1	New Britainn Township	
Dwelling	1	Plumstead Township	
Extinguished Dwelling		Nockamixon Township	
Fuel Spill		Tinicum Township	
Fumes Outside		Perkasie Borough	1
Garage			
Hazardous Material			
Investigation	1		
Marine Rescue	1		
Rubish	1		
Special Assignment			
Stand by Accident	1		
Other Chiefs Page			
Wires in Dwelling			
Wires	1		
Total Number of Calls	23	Total Number of Calls	23

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>
2021-11274-B2	10/18/2021	63 PEACE VALLEY ROAD	Building	Residential	Approved
2021-11296-B7	10/25/2021	2115 UPPER STUMP ROAD	Building	Residential	Approved
2021-11391-B1	10/22/2021	337 W BOULDER DRIVE	Building	Residential	Approved
2021-11571-B2	10/05/2021	404 FERRY ROAD	Building	Residential	Approved
2021-11716-B3	10/06/2021	4275 COUNTY LINE ROAD	Building	Commercial	Closed
2021-11746-B2	10/13/2021	925 UPPER STUMP ROAD	Building	Residential	Approved
2021-11780-B2	10/14/2021	393 TOWNSHIP LINE ROAD	Building	Residential	Approved
2021-11782-B2	10/21/2021	214 W FAIRWOOD DRIVE	Building	Residential	Approved
2021-11798-B2	10/29/2021	307 MYSTIC VIEW CIRCLE	Building	Residential	Approved
2021-11811-B1	10/20/2021	1741 UPPER STUMP ROAD	Building	Residential	Approved
2021-11826-B1	10/21/2021	150 CIRCLE DRIVE	Building	Residential	Approved
2021-11274-E3	10/18/2021	63 PEACE VALLEY ROAD	Electrical	Residential	Approved
2021-11296-E8	10/25/2021	2115 UPPER STUMP ROAD	Electrical	Residential	Approved
2021-11391-E2	10/22/2021	337 W BOULDER DRIVE	Electrical	Residential	Approved
2021-11571-E4	10/05/2021	404 FERRY ROAD	Electrical	Residential	Approved
2021-11754-E1	10/20/2021	101 CAMBRIDGE PLACE	Electrical	Residential	Closed
2021-11768-E1	10/27/2021	525 W BUTLER AVENUE	Electrical	Commercial	Closed
2021-11780-E3	10/14/2021	393 TOWNSHIP LINE ROAD	Electrical	Residential	Approved
2021-11782-E3	10/21/2021	214 W FAIRWOOD DRIVE	Electrical	Residential	Approved
2021-11787-E1	10/06/2021	141 UPPER STUMP ROAD	Electrical	Residential	Approved
2021-11807-E1	10/13/2021	100 RIDGE COURT	Electrical	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>
2021-11811-E2	10/20/2021	1741 UPPER STUMP ROAD	Electrical	Residential	Approved
2021-11813-E1	10/15/2021	525 W BUTLER AVENUE	Electrical	Commercial	Approved
2021-11826-E2	10/21/2021	150 CIRCLE DRIVE	Electrical	Residential	Approved
2021-11828-E1	10/20/2021	310 PHEASANT RUN DRIVE	Electrical	Residential	Approved
2021-11856-E1	10/28/2021	116 S LIMEKILN PIKE	Electrical	Residential	Approved
2021-11274-P6	10/18/2021	63 PEACE VALLEY ROAD	Plumbing	Residential	Approved
2021-11296-P10	10/25/2021	2115 UPPER STUMP ROAD	Plumbing	Residential	Approved
2021-11571-P3	10/05/2021	404 FERRY ROAD	Plumbing	Residential	Approved
2021-11789-RO1	10/06/2021	BLACKBURN DRIVE	Road Occupancy	Commercial	Approved
2021-11790-RO1	10/06/2021	BELLE VIEW WAY	Road Occupancy	Commercial	Approved
2021-11791-RO1	10/06/2021	NIGHTINGALE CIRCLE	Road Occupancy	Commercial	Approved
2021-11793-RO1	10/06/2021	BLACKBURN DRIVE	Road Occupancy	Commercial	Approved
2021-11794-RO1	10/06/2021	UPPER STATE ROAD	Road Occupancy	Commercial	Approved
2021-11795-RO1	10/06/2021	BLACKBURN DRIVE	Road Occupancy	Commercial	Approved
2021-11796-RO1	10/06/2021	BLOSSOM HILL LANE	Road Occupancy	Commercial	Approved
2021-11832-RO1	10/19/2021	78 SCHOOLHOUSE ROAD	Road Occupancy	Commercial	Approved
2021-11851-RO1	10/27/2021	108 GERTRUDE DRIVE	Road Occupancy	Residential	Approved
2021-11853-RO1	10/27/2021	104 PEGGY LANE	Road Occupancy	Residential	Approved
2021-11855-RO1	10/28/2021	503 AIRY AVENUE	Road Occupancy	Commercial	Approved
2021-11358-UO1	10/25/2021	538 MEADOW ROAD	Use & Occupancy	Residential	Closed
2021-11759-UO1	10/25/2021	905 ANTHEM WAY	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>
2021-11762-U01	10/13/2021	116 DEVON ROAD	Use & Occupancy	Residential	Approved
2021-11766-U01	10/04/2021	316 WYNDALE DRIVE	Use & Occupancy	Residential	Approved
2021-11776-U01	10/11/2021	250 HOLLY DRIVE	Use & Occupancy	Residential	Closed
2021-11781-U01	10/20/2021	306 WYNDALE DRIVE	Use & Occupancy	Residential	Closed
2021-11788-U01	10/20/2021	104 TEAL DRIVE	Use & Occupancy	Residential	Closed
2021-11799-U01	10/18/2021	248 INVERNESS CIRCLE	Use & Occupancy	Residential	Closed
2021-11800-U01	10/08/2021	315 DOROTHY LANE	Use & Occupancy	Residential	Approved
2021-11803-U01	10/18/2021	117 DOLLY LANE	Use & Occupancy	Residential	Closed
2021-11808-U01	10/18/2021	31 SELLERSVILLE ROAD	Use & Occupancy	Residential	Closed
2021-11815-U01	10/25/2021	213 REMINGTON COURT	Use & Occupancy	Residential	Closed
2021-11816-U01	10/25/2021	13 EDINBORO CIRCLE	Use & Occupancy	Residential	Closed
2021-11819-U01	10/26/2021	115 HEATH COURT	Use & Occupancy	Residential	Closed
2021-11820-U01	10/19/2021	510 ANTHEM WAY	Use & Occupancy	Residential	Closed
2021-11821-U01	10/19/2021	406 ANTHEM WAY	Use & Occupancy	Residential	Closed
2021-11822-U01	10/19/2021	1209 ANTHEM WAY	Use & Occupancy	Residential	Closed
2021-11823-U01	10/19/2021	112 ANTHEM WAY	Use & Occupancy	Residential	Closed
2021-11824-U01	10/19/2021	1112 ANTHEM WAY	Use & Occupancy	Residential	Closed
2021-11849-U01	10/27/2021	3205 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2021-11801-W1	10/07/2021	267 CREEK ROAD	Well	Residential	Approved
2021-11296-Z6	10/08/2021	2115 UPPER STUMP ROAD	Zoning	Residential	Approved
2021-11780-Z1	10/01/2021	393 TOWNSHIP LINE ROAD	Zoning	Residential	Approved



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2021-11782-Z1	10/13/2021	214 W FAIRWOOD DRIVE	Zoning	Residential	Approved
2021-11792-Z1	10/13/2021	303 MILL RIDGE DRIVE	Zoning	Residential	Approved
2021-11814-Z1	10/29/2021	355 W BOULDER DRIVE	Zoning	Residential	Approved
2021-11825-Z1	10/29/2021	215 FOREST PARK DRIVE	Zoning	Residential	Approved
2021-11274-F5	10/18/2021	63 PEACE VALLEY ROAD	Fire	Residential	Approved
2021-11391-F4	10/22/2021	337 W BOULDER DRIVE	Fire	Residential	Approved
2021-11274-M4	10/18/2021	63 PEACE VALLEY ROAD	Mechanical	Residential	Approved
2021-11296-M9	10/25/2021	2115 UPPER STUMP ROAD	Mechanical	Residential	Approved
2021-11391-M3	10/22/2021	337 W BOULDER DRIVE	Mechanical	Residential	Approved
2021-11571-M5	10/05/2021	404 FERRY ROAD	Mechanical	Residential	Approved
2021-11782-M4	10/21/2021	214 W FAIRWOOD DRIVE	Mechanical	Residential	Approved
2021-11786-M1	10/05/2021	393 STONYHILL DRIVE	Mechanical	Residential	Approved
2021-11797-M1	10/05/2021	44 FERRY ROAD	Mechanical	Residential	Approved
2021-11801-M2	10/14/2021	267 CREEK ROAD	Mechanical	Residential	Approved
2021-11804-M1	10/13/2021	206 PRINCE WILLIAM WAY	Mechanical	Residential	Approved
2021-11812-M1	10/15/2021	125 BRITTANY DRIVE	Mechanical	Residential	Approved
2021-11827-M1	10/21/2021	150 CIRCLE DRIVE	Mechanical	Residential	Approved
2021-11848-M1	10/27/2021	414 OLD IRON HILL ROAD	Mechanical	Residential	Approved
2021-11850-M1	10/27/2021	30 FARBER DRIVE	Mechanical	Residential	Approved
2021-11858-M1	10/28/2021	78 QUEENS CIRCLE	Mechanical	Residential	Approved



New Britain Township Police Department

Monthly Report -

October 2021

Current Goals and Objectives:

- Objective 1:** Develop a policing strategy that best fits New Britain Township.
- Objective 2:** Fill an existing vacancy for entry level police officer.
- Objective 3:** Appoint an officer to the position of Detective. (Completed)
- Objective 4:** Promote an officer to the rank of corporal to fill an existing vacancy.
- Objective 5:** Update and standardize policy and procedure.
- Objective 6:** Develop Police Department 2022 budget recommendations. (Completed)

Result of Goals & Objectives:

- Objective 1:** Policing Strategy has been developed and distributed to department personnel. Ongoing discussions with leadership team and officers to ensure understanding.
- Objective 2:** Received 49 applications. Upon review by the leadership team 11 interviews will be conducted in November.
- Objective 3:** Appointed PFC Shawn Maguire at detective.
- Objective 4:** Six officers have applied to take the promotional exam. Written exam will be January 10, 2022.
- Objective 5:** Evaluating policy management systems for Board of Supervisors to consider for 2022 budget. Applied for PCCD Grant for Policy Development and Accreditation.
- Objective 6:** Submitted to administration for discussion.

Significant Events:

Completed

- ◆ Chief and Cpl. Duncan attended Integrating Communications Assessment and Tactics (ICAT) Train the Trainer October 12 & 13.
- ◆ Drug Take Back Event— 70 lbs. from 41 drop offs, turned in additional 235 lbs. from take back boxes.
- ◆ Handed out candy provided by Chairman Hood on Halloween.

Upcoming

- ◆ Additional DUI Roving Details scheduled throughout November.
- ◆ Coffee with a Cop at Giant November 8th
- ◆ No Shave November to raise funds for Operation Making Spirits Bright
- ◆ Officers will conduct dim light firearms qualifications.
- ◆ Participate in Wawa Grand Opening November 18th—Charitable hoagie building contest



New Britain Township Police Department

Monthly Report -

October 2021

PERFORMANCE STATISTICS

PART 1 CRIMES	28 DAY		
	2021	2020	% Change
Murder	0	0	NA
Rape	0	0	NA
Robbery	0	0	NA
Aggravated Assault	0	0	NA
Burglary	0	1	-100%
Theft	6	6	0%
Auto Theft	0	0	NA
Arson	0	0	NA
TOTALS	6	7	-14.28%

PART 2 CRIMES	28 DAY		
	2021	2020	% Change
Assaults (non-aggravated)\Harassment	3	2	50%
Fraud	1	3	-66.66%
Vandalism/Criminal Mischief	1	1	0%
Disorderly Conduct	0	0	NA
Drug Violations	1	5	-80%
Driving Under the Influence	0	2	-100%
Public Drunkenness	1	0	NA
Weapons Offenses	1	0	NA
All Other Offenses (Except Traffic)	1	0	NA
TOTALS	9	13	-30.76%

MOTOR VEHICLE ACCIDENTS	28 DAY		
	2021	2020	% Change
Total Accidents	19	21	-9.52%
Injury Accidents	3	4	-25%
Fatal Accidents	0	0	NA
Property Accidents	2	2	0%



New Britain Township Police Department

Monthly Report -

October 2021

PERFORMANCE STATISTICS

PART 1 CRIMES	YTD		
	2021	2020	% Change
Murder	0	0	NA
Rape	3	0	NA
Robbery	0	0	NA
Aggravated Assault	2	0	NA
Burglary	0	3	-100%
Theft	26	30	-13.33%
Auto Theft	2	3	-33.33%
Arson	0	0	NA
TOTALS	33	36	-8.33%

PART 2 CRIMES	YTD		
	2021	2020	% Change
Assaults (non-aggravated)/Harassment	10	8	25%
Fraud	24	19	26.31%
Vandalism/Criminal Mischief	16	7	128.57%
Disorderly Conduct	9	5	80%
Drug Violations	8	18	-55.55%
Driving Under the Influence	22	12	83.33%
Public Drunkenness	3	2	50%
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	4	0	NA
TOTALS	96	71	35.21%

MOTOR VEHICLE ACCIDENTS	YTD		
	2021	2020	% Change
Total Accidents	142	121	17.35%
Injury Accidents	24	19	26.31%
Fatal Accidents	0	0	NA
Property Accidents	9	22	-59.09%

NEW BRITAIN TOWNSHIP POLICE DEPARTMENT

OPERATIONAL STRATEGY

VISION

The New Britain Township Police Department is an integral part of the community that will provide the most efficient and professional law enforcement services within Bucks County.

We will deliver an exemplary service through an agency that is fully modernized and integrated internally and responsive to our community externally.

We will ensure reliable, professional, and superior assistance to all members of the community to maintain and better their quality of life.

We will utilize modern and innovative policing strategies to best serve the community of New Britain Township, reduce crime and improve public safety.

We will be guardians of the community, a force for good, treating everyone with dignity and respect.

MISSION

The New Britain Township Police Department is committed to working in partnership with all members of the community to identify community needs and deliver exceptional police services to improve the quality of life for all. We treat everyone with dignity, respect, and a safe atmosphere while recognizing our responsibility to maintain order, fairly enforce laws and protect individual rights.

STRATEGIC OBJECTIVES

The New Britain Township Police Department Strategic Objectives are the basis for all decision making. This document will provide meaningful direction as well as an overview of our policing strategy. Following these guidelines will improve the overall safety within the township and professionalize the police department.

1. **Fundamental policing principles** that have been in existence for nearly 200 years serve as a guide to our day-to-day actions.

These principles known as Peel's Principles are:

The basic mission for which the police exist is to prevent crime and disorder.

The ability of the police to perform their duties depends on public approval of police actions.

Police must secure the willing cooperation of the public in voluntary observance of the law to be able to secure and maintain the respect of the public.

NEW BRITAIN TOWNSHIP POLICE DEPARTMENT

OPERATIONAL STRATEGY

The degree of cooperation of the public that can be secured diminishes proportionately to the necessity to use physical force.

Police seek and preserve public favor not by catering to public opinion but by constantly demonstrating absolute impartial service to the law.

Police use of physical force to the extent necessary to secure observance of the law or to restore order only when the exercise of persuasion, advice and warning is found to be insufficient.

Police, at all times, should maintain a relationship with the public that gives reality to the historic tradition that the police are the public and the public are the police, the police being only members of the public who are paid to give full-time attention to duties which are incumbent on every citizen in the interests of community welfare and existence.

Police should always direct their attention strictly towards their functions and never appear to usurp the powers of the judiciary.

The test of police efficiency is the absence of crime and disorder, not the visible evidence of police action in dealing with it.

2. **Leadership at all levels** of the organization is one of the fundamental necessities of a highly performing public service agency.

The NBTPD will spend a significant amount of time developing ourselves as the leaders of public safety in New Britain Township. Leadership for us means the following:

- We will create results that would not be possible without us.
- We will take full responsibility for the results of our work. If we fail to achieve our objectives, we will not blame the community, each other, or anyone else.
- We will behave in ways that are consistent with our mission and with the oath of office that we swore to uphold.
- We will facilitate growth and learning – ensuring that we develop great leaders and great leadership.
- We will hold ourselves accountable for established standards and expectations.
- What makes sense in policing is pushing authority, responsibility, and accountability down to the lowest ranks of the organization and then empowering everyone to do what is needed to make New Britain Township better. That is what we will do.

3. Our fundamental mission is to reduce crime and increase quality of life in New Britain Township. The **operational approach** to achieving that is as follows:

NEW BRITAIN TOWNSHIP POLICE DEPARTMENT

OPERATIONAL STRATEGY

- Employing a data driven management process ensuring we hold ourselves accountable to each other and to the community.
 - We will organize ourselves into teams assigned to geographic based policing responsibility to foster a sense of ownership, familiarity, and accountability.
 - Intelligence driven operations: our strategy is supported by data. We will use data to ensure that we focus on the 20 percent of people, places and things that are driving 80 percent of our work. We will spend time analyzing the environment to ensure that we are deploying the right resources in a meaningful way. It is important that officers' time and attention is focused on the areas that need it the most.
 - We will be guardians of the community. Working with the community to identify the needs and problems of our community. We will search for important problems and work to resolve them through collaboration with other agencies and resources as necessary.
 - We will constantly look for ways to improve, consistently pushing ourselves to grow and advance
 - Officers will treat every call for service with the understanding of the importance to the caller and investigate the incident to the fullest.
 - We will relentlessly follow up on our actions and the requests to outside agencies.
4. Nothing is more important than the level of courtesy, respect, compassion, and professionalism that we display when dealing with the public and when interacting with each other. We will use the following to **create the experience** for those we engage with:
- We will treat people better than they expect to be treated. We will take the time to show that we care by providing our time, attention, and professional expertise when needed.
 - Regardless of what we believe we will empathize with those seeking our services and build a human connection to better understand the issues presented to us in the moment.
 - We prefer outcomes that align with our belief that it is best to work toward the solution that causes the 'least amount of harm' to all people involved, which includes the police.
 - Both explicit and implicit biases can adversely impact the lives of those who we have sworn to serve and protect. Therefore, we will always focus our attention on risky behaviors. We will never target an individual or group based on any personal characteristic that is unrelated to their behaviors.
 - We believe that it is effective if we treat all coercive encounters in a way that we 'sell the stop.' In other words, we will work to explain to the person who we've stopped the objective reasons why we needed to act as we did. We will communicate with the intention to show that our actions were motivated by considerations of fairness, community safety, and with full concern for the respect and dignity that all of us deserve.

NEW BRITAIN TOWNSHIP POLICE DEPARTMENT

OPERATIONAL STRATEGY

5. Ensure that the principles of **procedural justice** are woven into the fabric of all of our interactions, processes, strategies, and tactics. The principles of procedural justice include respect, legitimacy, transparency, and fairness. The steps that we will take to ensure that our behaviors are consistent with procedural justice are:
 - Listen: we will listen to what we are being told. Listening requires us to stop talking and focus our attention on the speaker so that we can recreate the speaker's message in our minds.
 - Explain: we will explain our actions in a way that ensures others that we are making logical decisions and that we've thoughtfully considered the steps that we intend to take.
 - Equity: we will treat people fairly, that is without explicit or implicit biases impacting our decisions or our demeanor.
 - Dignity: we will ensure that all people are able to maintain their dignity. We will accomplish this by being polite and treating everyone as an individual rather than as a member of any group.

6. We consider **integrity** to be our most important value. Integrity forms the basis of performance and trust. For us, integrity is a matter of honoring our word. We are deeply committed to honoring our word in all of its various forms. Our word includes:
 - Doing the right thing, all the time, even when no one is watching.
 - What we say we will do and what we say we will not do.
 - What we know to do and what we know not to do.
 - What others expect of us.
 - What we say is so. We are committed to telling the truth.
 - What we stand for. We will behave in ways that are consistent with our commitments.
 - The moral, ethical, and legal standards that we've committed to as police officers, as members of local government, and as citizens of the Commonwealth of Pennsylvania.

Chief Richard Clowser



New Britain Township

Public Works

Departmental Report

Year: 2021

Month: October

DRAINAGE: We continued repairs from Tropical Storm Ida. Upper Church Rd. and Keller Rd. ditch lines were filled with R4 stone. Sellersville Rd. culvert at Curley Mill Rd. was repaired and reopened. We completed the storm sewer pipe repairs at #513 Lexington Ave. We completed storm sewer box repairs along Cornwall Dr.

PAVING: Contract "A" of the road program was completed. MECO Constructors milled and paved Old Iron Hill Rd. between Ferry Rd. and the Covered Bridge along with half of Brittany Dr. from Rt. 202 to Butler Elementary School. All line striping/ thermo was put back after paving.

TWP. PROPERTY: Public works removed the play structure at North Branch Park since its condition was deteriorating. We also removed the underground propane tank from the flower bed at the Admin. Building with the assistance of Suburban Propane. Park and Rec. did some topsoil, sod, and infield work to field 5 at North Branch Park.

EQUIPMENT: We replaced the rear tires on backhoe. We went with a road tire instead of an agricultural tire to hopefully get better wear and longer life. We replaced the air compressor on 48-21 (2004 Mack 10-wheeler) that was leaking.

OTHER: We started our final cut for road banks and will be completed next month. Public Works started leaf blowing open road ditch lines and will continue until all leaves have fallen off the trees.

HOURS

DRAINAGE:	201	HRS.
PATCHING MAINT:	65	HRS.
STREET SIGNS:	28.5	HRS.
EQUIPMENT MAINT:	86	HRS.
TWP. PROPERTY MAINT:	238	HRS.
BALLFIELDS:	58	HRS.
OTHER:	98	HRS.



Parks & Recreation Monthly Report

November 2021

Next P&R Meeting	November 16, 2021 at 7:00PM.
Memorial Program	P&R Advisory Board reviewing updated SOP & Application Form.
Memorial Request	P&R Advisory Board reviewing: <ul style="list-style-type: none">• Frank E. Glace IV “Autumn Blaze Red Maple” Memorial Tree to be located in between the basketball courts and concession stand area on a grassy patch.• Chris DiLissio Field 4 Memorial Plaque (Lenape Valley).
Members	P&R Advisory Board reviewing Service Thank You letter to Jr. Advisory Member David Turcich.
North Branch Park	<ul style="list-style-type: none">• Playground equipment removed. Awaiting BOS purchase approval for new equipment and installation.• Awaiting BOS approval to NB Park Facilities & Grounds Assessment Plan. Draft RFP to start.• Field 5 renovations scheduled completion Spring 2022.• BOS Approval from April 1, 2019: Three (3) Softball Fields Dugout Upgrade of Roof Install: LV locating approved plans.
Santa House	<ul style="list-style-type: none">• December 10 & 11, 2021 from 5:00PM to 7:00PM.• Sponsorship Thank You Messaging on web & social media.• Staff to purchase event supplies the morning of November 18.• Awaiting confirmation from: musical performances, Food Larder for donation delivery the Monday after the event.• Event flyer mailings to local schools & daycares.