

TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania Founded: 1723 BOARD OF SUPERVISORS

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

Board of Supervisors Regular Meeting Agenda January 25, 2021

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

Agenda

- Call to Order
- 2. Pledge of Allegiance
- Announcements from the Chair: The Board met in Executive Session prior to this meeting to discuss personnel issues and litigation
- 4. Public Comment on Non-Agenda Items
- 5. Approval of Minutes of Meeting of January 4, 2021
- 6. Departmental Reports
 - 6.1. Code Department Report for December 2020
 - 6.2. Police Department Report for December 2020
 - 6.3. Public Works Department Report for December 2020
- 7. Consideration of Old Business
 - 7.1. JAMP 98 Railroad Avenue Preliminary/Final Approval
- Consideration of New Business
 - 8.1. 314 Dorothy Lane Swimming Pool
 - 8.2. 120 Liberty Lane Amended Final Plan
 - 8.3. Foxlane Homes/Highpoint Sketch Plan

8.4. PBA Contract 2022-2026

9. Consent Agenda

- 9.1. Stormwater O&M Agreement with Melvin and Beverly Kelsey for 22 Farber Drive, TMP #26-021-096, for construction of an addition to an existing dwelling, with a Stormwater BMP maintenance fee of \$125.00.
- 9.2. Hallmark Homes-Mill Ridge LLC has executed Escrow Release #3 for the Mill Ridge Subdivision for \$104,331.15, leaving \$680,019.80 remaining.
- 9.3. Scott and Kerri Ehling have executed a Professional Services Agreement for a swimming pool for the property at 112 Harrison Forge Court, TMP #26-002-238, with corresponding legal and engineering escrow of \$5,000.00.
- 9.4. Gary and Maria Kensey have executed a Professional Services Agreement for the property at 312 Dorothy Lane, TMP #26-001-125-012, with corresponding legal and engineering escrow of \$5,000.00.
- 9.5. Diomede and Claudia Trozzi have executed a Professional Services Agreement for the property at 114 Curley Mill Road, TMP #26-003-001, and 84 Curley Mill Road, TMP #26-001-090, with corresponding legal and engineering escrow of \$2,000.00.
- 10. Board of Supervisors Comments
- 11. Administration Comments
 - 11.1. Blood Drive March 17, 2021 from 9:00 a.m. to 7:00 p.m.
- 12. Solicitor and Engineer Comments
 - 12.1. County Builders ZHB Decision
 - 12.2. 400 Highpoint Board of Assessment Appeal
 - 12.3. CBSD v. Club Investors Assessment Appeal
- 13. Public Comment
- 14. Other Business
- 15. Payment of Bills
 - 15.1. Bills List dated January 8, 2021 for \$86,812.64

- 15.2. Bills List dated January 14, 2021 for \$100,505.80
- 15.3. Bills List dated January 22, 2021 for \$12,669.79 (medical reimbursement)

16. Adjournment:

The Next Meeting of the Board of Supervisors of New Britain Township will take place on **Monday**, **February 1, 2021 at 7:00 p.m.**, at the New Britain Township Building, 207 Park Avenue, Chalfont, PA. Agenda are posted to the Township website prior to the meeting date at www.newbritaintownship.org.

BOARD OF SUPERVISORS MEETING MINUTES January 4, 2021

A Re-Organization/Regular Meeting of the New Britain Township Board of Supervisors was held on Monday, January 4, 2021, at the Township Administration Building, 207 Park Avenue, New Britain Township, PA, beginning at 7:00 p.m. Present were Supervisors: William B. Jones, III, Helen B. Haun, Gregory T. Hood, Cynthia M. Jones, and MaryBeth McCabe. Also present were Township Manager Eileen M. Bradley and Township Solicitor Peter Nelson, Esq.

I. Reorganization:

- 1. Pledge of Allegiance: Mr. Jones led the Board and audience in the Pledge of Allegiance.
- 2. Appointment of Temporary Chair:

MOTION: A motion was made by Mr. Hood, seconded by Mrs. Haun, and unanimously carried, to nominate William B. Jones, III as Temporary Chair.

- 3. Swearing in of Elected Officials: There was no Swearing in of Elected Officials at this time.
- 4. Nomination(s) for Permanent Appointment of Chair, Vice-Chair

MOTION: Upon nomination by Mrs. Haun, seconded by Mr. Jones, Mr. Hood was nominated as the Permanent Chair. No other nominations were presented.

MOTION: Upon nomination by Mr. Hood, seconded by Mr. Jones, Mrs. Haun was nominated as the Vice-Chair.

MOTION: Upon nomination by Ms. McCabe, seconded by Mrs. Jones, Mrs. Jones was nominated as the Vice-Chair.

5. Appointment of Permanent Chair, Vice-Chair:

Mr. Jones asked for a vote for the motion nominating Mr. Hood for Chair.

MOTION: Upon motion by Mrs. Haun, seconded by Mrs. Jones, the Board unanimously appointed Mr. Hood as Chair.

Mr. Jones asked for a vote for the first motion nominating Mrs. Haun for Vice-Chair.

MOTION: Upon motion by Mr. Hood, seconded by Mr. Jones, the Board appointed Mrs. Haun as Vice-Chair by majority vote, 3-2, with Mrs. Jones and Ms. McCabe opposed.

The second motion nominating Mrs. Jones for Vice-Chair became moot with the majority appointment of Mrs. Haun as Vice-Chair.

6. Appointments Resolution #2021-1: Appointments, Reappointments, and Modifications of Appointments: Mr. Jones asked if there were any changes to Resolution #2021-01. Mrs. Jones stated that she would like to see Ms. McCabe appointed to some of the committees, such as the Veteran's Committee, and she would like to see the Board Liaison appointments rotated. After discussion, Mrs. Haun offered to

give up her position on the Capital Planning Committee to Ms. McCabe. The Board agreed to appoint Ms. McCabe to both the Veterans Committee and the Capital Planning Committee.

MOTION: Upon motion by Mrs. Haun, seconded by Mr. Hood, the Board unanimously adopted Resolution #2021-01, setting various Committee and Board appointments effective January 2, 2021, to be amended per the Boards discussion; and authorizing all Supervisors and key staff members to attend the PSATS and BCATO annual conventions with all expenses paid thereto.

At this time Mr. Hood assumed his role as Chair.

7. Approval of 2021 Meeting Dates:

MOTION: Upon motion by Mr. Jones, seconded by Ms. McCabe, and unanimously carried, the Board approved the Meeting Schedule for 2021.

- II. Public Meeting Agenda
- **1. Call to Order:** Mr. Hood called the Meeting to order.
- 2. Board Seating:
- **3. Announcements:** Mr. Hood announced that the Board had met in Executive Session prior to this Meeting to discuss personnel issues and land acquisition.
- **4. Public Comment on Non-Agenda Items:** Ms. Deb Rendon of Keller Road stated that a logging operation was taking place on a parcel owned by Janice Shelly. Ms. Shelly's father, Jack Shelly, had previously preserved his property through New Britain Township and Bucks County, and forested portions of the property slowly. Ms. Rendon was concerned the property would be clear cut and all the large oak trees would be removed. She presented the Board with several ideas to preserve or halt the removal of these trees. Mr. Walsh stated that the property owner was provided notice that the work being conducted required a Zoning Permit and all work should stop until the contractor came into compliance with the Township Zoning Ordinance. PECO and the Conservation District had been contacted and were investigating the issue. The Board authorized staff to reach out to Ms. Shelly to discuss the preservation of the property.

Ms. Maryanne McBrearty of Dolly Lane stated that neighbors were still experiencing rodent issues from the abandoned property at 113 Dolly, and expressed concerns with the cancelation of court proceedings, and wanted to know what else could be done.

Ms. McCabe stated that the Township had no control over the partially functioning judicial system and the Township could not touch the home until the injunction case was concluded. Mr. Hood stated that the Board had already expended a significant amount of money to maintain the property in its current condition.

Ms. McBrearty asked if the court case was just about reimbursement. Mr. Nelson stated that the legal proceedings involved two aspects: granting the Township the legal authority to work on the property and obtain reimbursement for that work. He stated the Township was currently doing everything within its power to maintain the status quo for the neighbors.

5. Approval of Minutes:

5.1. Minutes of Meeting of December 7, 2020:

MOTION: Mr. Jones made a motion, seconded by Ms. McCabe, to accept the December 7, 2020 Minutes as written. The motion passed on a vote of 4 to zero, Mrs. Haun abstaining due to absence from the meeting in question.

6. Departmental Reports:

- **6.1.** Code Department Report for November 2020: Mr. Walsh presented the Code Department Report for November 2020.
- **6.2. Police Department Report for November 2020:** Mr. Walsh presented the Police Department Report for November 2020.
- **6.3. Public Works Department Report for November 2020:** Mr. Walsh presented the Public Works Department Report for November 2020.
- **7. Consideration of Old Business:** There was no Old Business at this time.
- 8. Consideration of New Business:
- **8.1.** Benefits Package for Chief Scafidi as Resolution #2021-02: Mr. Walsh stated that the Chief was scheduled to retire at the end of June. Resolution #2021-02 had been modified to provide the Chief with half of his usual PTO benefits.

MOTION: Upon motion by Mrs. Haun, seconded by Mr. Jones, the Board unanimously approved Resolution #20201-02, setting the annual Benefits Package for Chief Robert Scafidi.

8.2. Fee Schedule as Resolution #2021-03: Mr. Walsh stated the Official Township Fee Schedule reflected minor changes discussed by the Board at the December 7, 2020 meeting. Mrs. Jones asked if any changes were made to the park's fees for non-residents. Mr. Walsh stated that staff needed to conduct a complete review of fees charged by municipalities in the surrounding area.

MOTION: Upon motion by Mr. Jones, seconded by Mrs. Jones, the Board unanimously approved Resolution #2021-03, setting the Fee Schedule for 2021.

8.3. Fund Balance Policy for 2021 as Resolution #2021-04: Mr. Walsh stated there were no changes from previous years' policy.

MOTION: A motion made by Mr. Jones, seconded by Mrs. Jones, and unanimously approved Resolution #2021-04, setting the Fund Balance Policy for 2021, based on GASB requirements.

8.4. Tax Collector Salary for 2022-2025 as Resolution #2021-05: Mr. Walsh stated Resolution #2021-05 needed to set the salary for the Real Estate Tax Collector prior to February 15. The Resolution reflected a slight increase in wages for the Tax Collector to \$22,500.00.

MOTION: Upon motion by Mrs. Haun, seconded by Ms. McCabe and unanimously approved Resolution #2021-05, setting the salary and fees for the Real Estate Tax Collector for tax years 2022-2025 at \$22,500.00.

9. Consent Agenda:

MOTION: Upon motion by Mr. Jones, seconded by Mrs. Haun, the Board unanimously approved the following Consent Agenda items: Escrow Release #2 for Hallmark Homes-Mill Ridge LLC for the Mill Ridge Subdivision in the amount of \$87,016.50, leaving \$784,350.95 remaining; Payment Application #5 (FINAL) for DOLI Construction Corporation for the 2018 Culvert Replacement Project, for \$10,000, representing the retainage amount held by New Britain Township. DOLI had also submitted an 18-month Maintenance Bond of \$153,149.55 and all appropriate closing documents.

10. Board of Supervisors' Comments: Ms. McCabe thanked the Public Works for their hard work during the high winds and rains on Christmas Eve. The rest of the Board reiterated Ms. McCabe's sentiment.

11. Township Administration Comments:

- **11.1. Zoning Hearings:** Mr. Walsh stated that on Thursday, January 21 at 7:00 p.m., the Zoning Hearing Board would consider two applications. Interested parties were encouraged to attend.
 - a. John and Jessica Handschuh of 142 New Galena Road, TMP #26-001-062, a B1 Use in the SR-2 District requested a variance from dimensional requirements for construction of an addition to connect the existing home to an existing garage.
 - b. John and Kate O'Rourke of 206 W Fairwood Drive, TMP #26-028-010, a B2 Use in the RR District proposed an addition to expand the current living space to add a bedroom. The Applicant was appealing the Zoning Officer's denial of a zoning permit as an extension of a nonconforming structure; and/or seeking variances to permit a rear yard setback of 22 ft. (40 ft. required).

Ms. McCabe stated that she had concerns about the hearing for 206 W Fairwood Drive, as the Board had been looking into revoking all license agreements for use of Township open space and wanted to make sure the Zoning Hearing Board understood their intent to revoke these license agreements. Mr. Hood and the rest of the Board agreed.

MOTION: A motion made by Mrs. Haun, seconded by Ms. McCabe, and unanimously approved to send Mr. Nelson to the Zoning Hearing Board, not to oppose the O'Rourke application, but to represent the Township's interests regarding the open space license agreement for 206 W. Fairwood.

11.2. Stormwater Ordinance Waiver Request for 22 Farber Drive: Mr. Walsh stated that the Township had not received any viable reason to grant a waiver from the Stormwater Ordinance for 22 Farber Drive. The Stormwater Ordinance was established in response to State and Federal mandates and Staff did not recommend granting the waiver from stormwater.

MOTION: A motion made by Mr. Jones, seconded by Mrs. Haun, and unanimously denied the Stormwater Ordinance waiver request for 22 Farber Drive.

11.3. 2021 Bid Limits and IRS Approved Mileage Allowance: Mr. Walsh provided the Board with the 2021 Bidding Limits, with a slight increase from 2020 in all categories. The IRS-approved mileage reimbursement rate for 2021 was set at \$0.56 per mile, a decrease of 1.5 cents from 2020.

11.4. Appointment of Municipal Services Clerk: Mr. Walsh stated that he had extended an employment offer to Ms. Kimberly Goodwin for the vacant position of Municipal Services Clerk at \$20.00 per hour and full benefits, pending successful completion of pre-employment physical and drug screen. Ms. Goodwin had accepted the position.

MOTION: Upon motion by Mrs. Jones, seconded by Ms. McCabe and unanimously carried, the Board appointed Kimberly Goodwin as Municipal Services Clerk at \$20.00 per hour, effective January 11, 2021.

- 12. Solicitor and Engineer Comments: There were no Engineer Comments at this time.
- **12.1. PRDC Zoning Hearing Board Update:** Mr. Nelson stated that the appeal period had passed for PRDC to appeal the Zoning Hearing Boards' decision to deny variances at 84 School House Road. The plan presented to the Zoning Hearing Board was officially off the table. Mr. Walsh stated that no new plans had been submitted to date.
- **12.2.** County Builders Zoning Hearing Board Update: Mr. Nelson stated that the written decision in the County Builders W. Butler Avenue application had not yet been issued and the Zoning Hearing Board had until January 8 to issue the written decision. Mr. Walsh stated that once the written decision was issued, it would appear on a future Board agenda.
- **12.3. Prime Builders Conflict Waiver:** Mr. Nelson stated that his firm had a conflict of interest in the Prime Builders development project for the Benner property. Another attorney from his firm had represented Ms. Benner in matters of estate planning. The attorney did not represent Ms. Benner presently and did not represent her for this land development project. To resolve the conflict, Ms. Benner would need to sign a waiver letter with her attorney stating that she was aware of the conflict but waived any concern. Mr. Nelson requested that the Board grant a waiver from this conflict as well, to be signed by the Chair.

MOTION: Upon motion by Mrs. Haun, seconded by Mr. Jones, the Board unanimously approved having Chair, Gregory T. Hood sign the Waiver of Conflict Letter for the Benner Property.

- **13. Other Business:** There was no Other Business at this time.
- **14. Public Comment:** Ms. McBrearty asked about the paving on Business Route 202. Mr. Walsh stated that Aqua PA would be required to repave the road after the conclusion of their work. Paving required specific minimum temperatures to meet PennDOT standards and final repaving might not occur until temperatures increase in the spring.
- 15. Payment of Bills:
- 15.1. Bills List dated December 11, 2020 for \$1,374.79:

MOTION: Upon motion by Mr. Jones, seconded by Ms. McCabe, the Board unanimously approved the Bills List dated December 11, 2020 for \$1,374.79.

15.2. Bills List dated December 15, 2020 for \$3,464.32:

MOTION: Upon motion by Mrs. Haun, seconded by Mrs. Jones, the Board unanimously approved the Bills List dated December 15, 2020 for \$3,464.32.

15.3. Bills List dated December 22, 2020 for \$327,940.99:

MOTION: Upon motion by Mrs. Jones, seconded by Mr. Jones, the Board unanimously approved the Bills List dated December 22, 2020 for \$327,940.99.

16. Adjournment:

MOTION: There being no further business or comment, a motion was made by Ms. McCabe, seconded by Mrs. Haun, and unanimously carried, to adjourn the meeting at 8:35 p.m.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

William B. Jones, III, Chair	
Helen B. Haun, Vice Chair	
	Attest:
Gregory T. Hood, III, Member	Eileen M. Bradley
	Secretary/Manager
Cynthia Jones, Member	
Mary Reth McCahe Member	



Township of New Britain

Office of Code Enforcement

DECEMBER 2020

PERMITS ISSUED	23
ZONING	8
BUILDING INSPECTION United electrical	46 14
OCCUPANCY INSPECTIONS	10
RE-INSPECTION	7
COMMERCIAL FIRE INSPECTIONS	0
FIRE CALLS	19
CHALFONT 15 DOYLESTOWN 1 DUBLIN 2 HILLTOWN 1	

CHALFONT FIRE COMPANY CHIEFS REPORT - DECEMBER 2020

Be 12.000 at

Total # of Incidents - 2	25	8 ->	.a	
Types of Calls				
1. Fire	6			
2. Rescue and Medical assist	4			
3. Hazardous Conditions	5			
4.Service calls	1			
5.Good Intent Call	3			
6.Alarm System Calls	5			
7.Special Incident	1			
8.Severe Weather				
Total St	aff Hours for Call	S	146.26	
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			olmar/Hatfield Twp illtown Twp.	1
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			/arwick Twp	13
			arrington Twp.	1
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Training and Maintenance Dri Total training hour			lverdale Boro	
rotal traiting flour			otal Available Points AND TRAINING	28
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Dublin Volunteer Fire Company

Month: December 2020 FIRE CALLS ANSWERED OTHER PERTINENT INFORMATION Apartment Assists 7 Hrs 52 Min Engine Time in Service Field Total Man Hours 75 Hrs 15 Min Average Call Length Full Company 26 Min Ladder Rescue Squad 3 Total Personnel Tanker Average Personnel per Call Air Medical Evacuation Alarm System 6 **Auto Extrication** 71 Auto Response Borough/Township Barn Brush Bedminister Township Building Dublin Borough 5 East Rockhill Township Chimney CO Alarm Hilltown Township 6 New Britain Township Control Burn Cover/Up 1 Plumstead Township Perkasie Borough Cover/Up Assist Tinicum Township Dumpster Dwelling 2 Richland Township Extinguished Building West Rockhill Township Fumes outside Furnes in Building Garage Hazardous Material Investigation Medavac Rubish Special Assignment Stand by Accident 7 Vehicle Fire Wires

Total Number of Calls

Signature of Chief

18

Total Numbe of Calls

18

New Britain Township

207 Park Avenue
Chalfont, PA 18914
Phone: (2.15) 822-1391
Fax: (2.15) 822-6051
nbt@newbritaintownship.org

Permit List

Permit Number	Issued Date	Site Address	Permit Type	Application Type	Status
2020-11130-B2	12/04/2020	315 DOROTHY LANE	Building	Residential	Approved
2020-11149-82	12/10/2020	105 TEAL DRIVE	Building	Residential	Approved
2020-11171-82	12/04/2020	18 MAPLE AVENUE	Building	Residential	Approved
2020-11172-82	12/15/2020	338 MYSTIC VIEW CIRCLE	Building	Residential	Approved
2020-11180-B2	12/21/2020	352 OLD LIMEKILN ROAD	Building	Residential	Approved
2020-11198-81	12/15/2020	7 SUNNYBROOK DRIVE	Building	Residential	Approved
2020-11200-B1	12/21/2020	312 OLD LIMEKILN ROAD	Building	Residential	Approved
2020-11130-E3	12/04/2020	315 DOROTHY LANE	Electrical	Residential	Approved
2020-11149-E3	12/10/2020	105 TEAL DRIVE	Electrical	Residential	Approved
2020-11171-E3	12/08/2020	18 MAPLE AVENUE	Electrical	Residential	Approved
2020-11172-E3	12/15/2020	338 MYSTIC VIEW CIRCLE	Electrical	Residential	Approved
2020-11180-E3	12/21/2020	352 OLD LIMEKILN ROAD	Electrical	Residential	Approved
2020-11183-E1	12/08/2020	854 MYERS ROAD	Electrical	Residential	Approved
2020-11197-E1	12/16/2020	245 FOREST PARK DRIVE	Electrical	Residential	Approved
2020-11200-E2	12/21/2020	312 OLD LIMEKILN ROAD	Electrical	Residential	Approved
2020-11130-F6	12/04/2020	315 DOROTHY LANE	Fire	Residential	Approved
2020-11130-M5	12/04/2020	315 DOROTHY LANE	Mechanical	Residential	Approved
2020-11196-M1	12/15/2020	133 HAMPSHIRE DRIVE	Mechanical	Residential	Approved
2020-11130-P4	12/04/2020	315 DOROTHY LANE	Plumbing	Residential	Approved
2020-11200-P3	12/21/2020	312 OLD LIMEKILN ROAD	Plumbing	Residential	Approved
2020-11177-RO1	12/03/2020	976 NEW GALENA ROAD	Road Occupancy	Residential	Approved

New Britain Township

207 Park Avenue Chalfont, PA 18914 Phone: (215) 822-1391 Fax: (215) 822-6051

Fax: (215) 822-6051 nbt@newbritaintownship.org

Permit List

Permit Number	Issued Date	Site Address	Permit Type	Application Type	Status
2020-11190-51	12/18/2020	4275 COUNTY LINE ROAD	Sign		Approved
2020-11190-52	12/18/2020	4275 COUNTY LINE ROAD	Sign		Approved
2019-9912-008	12/22/2020	1141 UPPER STUMP ROAD	Use & Occupancy	Residential	Closed
2020-11120-UO1	12/08/2020	103 KRISTA COURT	Use & Occupancy	Residential	Closed
2020-11154-U01	12/14/2020	207 ONEIDA LANE	Use & Occupancy	Residential	Closed
2020-11164-U01	12/03/2020	650 CHATHAM COURT	Use & Occupancy	Residential	Closed
2020-11166-U01	12/03/2020	516 WINDSOR COURT	Use & Occupancy	Residential	Closed
2020-11167-U01	12/03/2020	608 REMINGTON COURT	Use & Occupancy	Residential	Closed
2020-11169-U01	12/28/2020	24 CREEK ROAD	Use & Occupancy	Residential	Closed
2020-11176-UO1	12/28/2020	212 INVERNESS CIRCLE	Use & Occupancy	Residential	Closed
2020-11178-U01	12/28/2020	393 TOWNSHIP LINE ROAD	Use & Occupancy	Residential	Closed
2020-11182-UO1	12/21/2020	1700 HORIZON DRIVE	Use & Occupancy	Residential	Closed
2020-11194-U01	12/22/2020	206 OVERLOOK DRIVE	Use & Occupancy	. Residential	Processing
2020-11172-21	12/10/2020	338 MYSTIC VIEW CIRCLE	Zoning	Residential	Approved
2020-11179-21	12/07/2020	274 CALLOWHILL ROAD	Zoning	Residential	Approved
2020-11180-21	12/16/2020	352 OLD LIMEKILN ROAD	Zoning	Residential	Approved
2020-11188-21	12/10/2020	619 N LIMEKILN PIKE	Zoning	Commercial	Approved
2020-11189-21	12/11/2020	102 SHADY HILL DRIVE	Zoning		Approved
2020-11192-21	12/11/2020	1700 HORIZON DRIVE	Zoníng		Approved
2020-11208-21	12/31/2020	321 HAMLET DRIVE	Zoning		Approved
2020-11209-Z1	12/31/2020	312 STONYHILL DRIVE	Zoning		Approved
					1

December 2020 MONTHLY REPORT NEW BRITAIN TOWNSHIP POLICE DEPARTMENT

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FRAUD	3 ,	• 32	• 46	38
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COMMERCIAL	0	2	0	3
RESIDENTIAL	0	4	3	11
FROM VEHICLE	4	8	0	5
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OTHER	0	23	0	15
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NON REPORTABLE	21	134	20	177
REPORTABLE	7	57	8	101
ACCIDENT INVOLVING INJURY	6	32	3	48
ACCIDENTS INV PROP DAMAGE	3	28	1	38
ACCIDENT INVOLVING DEATH	0	0	0	2
MISSING PERSONS	* # 0° ± *	3 🐨	#2 [*] O *6#	* \$14\$38
JUVENILES	0	2	0	8
ADULTS	0	1	0	6
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UNFOUNDED	25	284	38	379
FIRE	<u>. 5</u>	70	8	73

ASSISTS #	:23	626	.25	⊈ 304
FIRE	5	233	2	37
OTHER POLICE	18	229	23	266
MEDICAL EMERGENCY	. 59°	1482	49	. 2520 ℃
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DOMESTIC SITUATION	8 8 4 2	85	0012 ja	199 *.
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PARKING TICKETS	F 0 •	**************************************	****	27
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STRUCK DEER	3 70	136	1,6	62
SUSP PERSON/VEH	10.1	231	20 =	. 210
TOTAL INCIDENTS	* 515°	5,763	440	5,956
TOTAL MILES 4	10,216	115,844	8,706	24.87
TOTAL GAS	\$ 0 · a	0.1	2,758	
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ADULTS	3	59	9	74
JUVENILES	0	5	1	6
DUI ARREST	3	. 219	* 21	30 ≱
DRUG VIOLATION	0	<i>₹</i> /21	# 0	13
PUBLIC DRUNKENESS	0 (52)	3	3	4

^{**}Child Line Reports

NEW BRITAIN TOWNSHIP PUBLIC WORKS DEPARTMENTAL REPORT DECEMBER / 2020

Drainage: All drainage systems were checked several times during the

month as well as removing leaves from ditch lines on open

roads.

Patching: Cold patching various township roadways for potholes.

Street Signs: We installed signage for the Neshaminy Greenway Trail.

Snow/ Ice: We had our first snowfall of the season. We received about 6"

of snow/ sleet mixture. All township roads were salted and plowed. We spot salted several times due to refreeze from

water run-off.

Twp. Property: All split-rail fencing was completed pertaining to the NGT. We

winterized the apartment at the Coleman Property. We

removed the well pump and holding tank from basement of

farmhouse for winter.

Equip. Maint: All dump trucks were greased. Serviced all snow equipment,

plows etc. Serviced and changed blades on chipper.

Park/ Rec: The annual Santa House was cancelled due to Covid.

Began cutting arcs on ballfields and tilling baselines.

Other: We moved/removed basketball nets from township roadways

so they wouldn't interfere with our plowing operations.

HOURS

Drainage:	189.5	HRS
Patching:	46	HRS
Signs:	20.5	HRS
Snow/Ice:	178.5	HRS
Equip. Maint.	222	HRS
Twp. Prop. Maint.	124	HRS
Ballfield Maint.	29.5	HRS
Other:	106.5	HRS



December 7, 2020

Kelsey Harris, Zoning Officer New Britain Township 1001 Stump Road Montgomeryville, PA 18936

RE: 98 Railroad Avenue Waiver Request Letter

New Britain Township, Bucks County, Pennsylvania

HCE Project No.: 1342

Dear Ms. Harris:

In regard to the above referenced major subdivision & land development project, the Applicant requests the following waivers from the Township Ordinances. Each waiver below is requested from an ordinance section that is unreasonable as applied to the limited development of this proposed 4-lot residential subdivision.

- 1. SALDO Section 22-502.1.G & 502.1.H The Applicant is requesting a waiver from providing a landscaping and lighting plan, as no new landscaping or lighting is proposed as part of this project. Existing vegetation is shown on the Existing Conditions Plan and Site Analysis and Resource Conservation Plan. A waiver is also requested in this letter from providing new street trees due to the use of the existing vegetation to satisfy that requirement. No pole lighting is proposed for this small-scale residential project with 3 new building lots, only residential scale lighting will be used.
- 2. SALDO Section 22-705.3.A The Applicant is requesting a waiver from widening and improving Railroad Avenue and Barry Road. Both streets are major collector streets requiring 80-foot right-of-way and 48-foot cartway. The required 40-foot half-width right-of-way is provided as part of this project. The existing cartway of Railroad Avenue averages 22 feet and Barry Road averages 20 feet, requiring 13-14 feet of widening along the property frontage. A portion of the property contains an existing dwelling which will remain as part of Lot 2, and a large portion of undevelopable areas protected by easements. The proposed development of 3 new dwellings will have minimal impact to the surrounding road network. Providing road widening along this corridor would impact existing established vegetation and the overall character of the property.
- 3. SALDO Section 22-706.1 The Applicant is requesting a waiver from providing curbing along Railroad Avenue and Barry Road. Curbing does not exist anywhere in the vicinity of this project. Curbing along Railroad Avenue and Barry Road will change the drainage pattern associated with the roads and potentially disturb root systems of existing vegetation along the street frontage. The proposed development will have minimal impact to the existing roadway.
- 4. SALDO Section 22-706.2 The Applicant is requesting a waiver from providing sidewalk along Railroad Avenue and Barry Road. There is no sidewalk along Railroad Avenue and Barry Road in this area and the installation of a sidewalk may create a dangerous condition at the end of the property where there is no connectivity, as well as require disturbance to existing vegetation. The waiver will facilitate the continuation of the existing character of Railroad Avenue and Barry Road.

Phone: 215-586-3330 \cdot 409 E. Butler Ave Unit 5 \cdot Doylestown, PA 18901 \cdot www.hcengineering.net

- SALDO Section 22-712.5.E The Applicant is requesting a waiver from providing a storm pipe with minimum 15" diameter. The stormwater management proposes smaller pipes for outflow from the facilities to minimize flows and increase dewatering times, which is typical for an infiltration facility.
- 6. SALDO Section 22-713.4 The Applicant is requesting a partial waiver from providing street trees every 30 feet along Railroad Avenue and Barry Road, which would require 64 street trees. There are existing trees and buffering vegetation along the entire frontage of Barry Road which would serve to satisfy this requirement. Additionally, there is existing vegetation along all of lot 2 and lot 3 frontage, as well as buffering vegetation along the frontage of lot 4 which would satisfy the majority of this requirement. A North Penn Water Easement runs along the lot 4 property frontage behind the right-of-way line along Railroad Avenue which would prevent planting new trees within the easement, but this area already contains buffering with vegetation and brush. In addition to street vegetation, the majority of lot 4 contains protected natural resources and expansive tree coverage to the side and rear of the lot. Overall, the existing streetline is nicely buffered and vegetated along this property frontage, so a waiver is requested from providing new street trees.
- 7. SWMO 26-121.11 The Applicant is requesting a waiver from dewatering the seepage pit within 24 to 72 hours. The proposed seepage pit is utilizing an 8-inch orifice in the outlet structure to comply with ordinance requirements, but due to the small drainage area does not also comply with a minimum 24-hour dewatering time.
- 8. SALDO Section 22-403 & 404 The Applicant is requesting a waiver to allow a combined preliminary and final subdivision and land development submission for this project. The applicant has received review letters with minor comments which will not affect the plan layout and design. All information required for final plans is included on the land development plan set.
- 9. SALDO Section 22-712.2.K The Applicant is requesting a waiver from providing roof drains and sump pumps connected directly to stormwater management facilities. The proposed lots are graded to have the impervious surfaces sheet flow into the stormwater facilities without the need for direct piping. The stormwater facilities in some cases are located a far distance from the dwelling on the low point of each lot. The proposed design has been reviewed and approved by Bucks County Conservation District for compliance with the NPDES permitting requirements.
- 10. SWMO 26-125.3 The Applicant is requesting a waiver to allow the use of the Dekalb Rational Method for this application, which would be permitted as approved by the municipality or municipal engineer. This application is a small-scale residential application with 3 new building lots each with their own on-lot stormwater facility. The municipal engineer expressed support for this request in their June 28, 2019 review letter.
- 11. SALDO Section 22-705.4.C & 5 The Applicant is requesting a waiver from providing the required 75-foot clear sight triangle at the street intersection of Barry Road and Railroad Avenue. The property at this corner is already developed and contains several existing features within the required sight triangle, including, but not limited to, split rail fencing, stone retaining walls, and a barn. No improvements are proposed to this lot as part of the subject project.

In addition, a waiver from SALDO Section 22-720.2 was granted at the December 2, 2019 Board of Supervisor's Meeting to permit on-lot sewage disposal within the Township's Act 537 Plan area.



If you have any questions or require additional information, please do not hesitate to contact us at 215-586-3330 or kristin@hcengineering.net.

Very truly yours,

Holmes Cunningham Engineering

Kristin Holmes

Partner

CC: Matt Piotrowski, Jamp Kellie McGowan, Obermave

Kellie McGowan, Obermayer
O:\1342 - 98 Railroad Ave\Outbound\Twp 2020-11-19 Waiver Letter.docx



November 13, 2020

File No. 18-09019

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

Subject: 98 Railroad Avenue, 4-Lot Subdivision and Land Development Plan Review #2

TMP #26-001-112

Dear Eileen:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the revised Subdivision and Land Development Plan submission for the above-referenced project. Upon review by our office, we offer the following comments for consideration:

I. Submission

- A. Preliminary and Final Land Development and Major Subdivision Plans for 98 Railroad Avenue, prepared by Holmes Cunningham Engineering, LLC., dated May 17, 2019, consisting of sheets 1 to 9 of 13 last revised August 21, 2020 and sheets 10 to 13 of 13, last revised August 5, 2019.
- B. Existing Runoff Coefficient Calculations for 98 Railroad Ave dated May 17, 2019.
- C. Waiver Request Letter prepared by Holmes Cunningham Engineering, LLC., dated October 15, 2020.
- D. Plan Review Response letter prepared by Holmes Cunningham Engineering, LLC., dated October 21, 2020.

II. General Information

The Applicant, JAMP Development, LLC., has submitted a Subdivision and Land Development Plan for 98 Railroad Avenue, a 19.54-gross-acre parcel at the intersection of Railroad Avenue (SR1006) and Barry Road (SR1006) within the Township's SR-2 Single-Family Residential District. The property currently contains a single-family dwelling with detached barn. The remaining acreage consists of farmland, woodlands and an unnamed tributary to West Branch Neshaminy Creek. A water resource easement related to a dam located immediately to the northwest of the property makes up several acres of the site. The plan proposes to subdivide the property into 4 new lots varying in size from 2.58-acres to 11.04-acres, for use B1 – Single Family Dwelling. Of these 4 lots, three will contain new single-family dwellings and one will encompass the existing dwelling and barn. Two new single-family dwellings will access Railroad Avenue and one will access Barry Road. The site is bounded by similarly zoned properties on all sides and a SEPTA rail line is located across Railroad Avenue. The proposed dwellings are proposed to be serviced by public water and on-lot septic systems. Stormwater runoff from the proposed improvements will be managed through three new individual on-lot facilities. No public improvements are proposed as part of this application.

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

III. Review Comments

A. Zoning Ordinance

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

- 1. §27-506 Prior to the sale of any new lots, the lot owner shall provide notice of the natural resources required to be protected in accordance with the Township's Disclosure Ordinance. The disclosure statement shall be submitted for review pending final approval.
- 2. §27-2401.c For subdivision and land development plans, restrictions meeting Township specifications must be placed in the deed for each lot that has natural resource protection areas within its boundaries. It should be clearly stated in the individual deed that the maintenance responsibility lies with the individual owner. The plans indicate that the natural resources are being entirely preserved via Note 10 on Sheet 3 of 13 and a Water Resource easement is proposed over Lots 3 and 4.

B. Subdivision & Land Development Ordinance Waivers

- §22-720.2 The Township Board of Supervisors granted a waiver on December 2, 2019 to permit on-lot sewage disposal installation despite the lots being within the Township's Act 537 Public Sewer Area conditioned on all future residents of this Land Development being subject to any current or future Township Ordinance, rule or regulation mandating the hook-up of properties to the public sewer system. A note regarding this requirement shall be added to the plans. In accordance with §22-721.2., a PADEP Sewage Facilities Planning Module shall be executed by the Applicant, responsible Professional Engineer, Chalfont-New Britain Township Joint Sewage Authority, Bucks County Health Dept., and Bucks County Planning Commission.
- 2. The following waivers from the Subdivision and Land Development Ordinance have been formally requested by the Applicant:
 - a. §22-502.1.G.&H. From requiring a landscaping and lighting plan. We note that the only required landscaping would be for street trees along Railroad Avenue and Barry Road. We have no objection to this waiver request provided the pertinent street tree information is added to the plan set, such as calculations, specifications, and construction details.
 - b. §22-403 & 404 To allow a combined preliminary and final subdivision and land development submission be considered. *We have no objection to this waiver request.*
 - c. §22-705.3.A.&3.G From installing road widening and improving the existing roads. The PennDOT Functional Classification Map identifies both Railroad Avenue and Barry Road as Major Collector Streets. As such, the required right-of-way width is 80 feet, the required cartway width is 48 feet (24-foot half-width). The existing cartway averages about 22 feet wide (11-foot half-width) on Railroad Avenue and 20 feet wide (10-foot half-width) on Barry Road so approximately 13 to 14 feet of widening is required along both roads. We support this waiver but recommend the half-width of Barry Road be milled and overlaid to PennDOT standards due to the watermain proposed within the right-of-way.
 - d. §22-705.13.D To permit an 18-foot wide driveway on each building lot where a 12-foot driveway is required. *A waiver is not necessary to provide wider driveways.*
 - e. §22-706.1. The applicant has requested a waiver from the requirement that curb be provided along the Railroad Avenue and Barry Road property frontages. We note that no curb currently exists adjacent to either road. We have no objection to this waiver request.

- f. §22-706.2. From the requirement that sidewalk be provided along the Railroad Avenue and Barry Road property frontages. We note that no sidewalk currently exists adjacent to either road. We have no objection to this waiver request unless the Planning Commission believes a biking/walking trail may be acceptable.
- g. §22-712.2.K From providing roof drains and sump pumps connected directly to stormwater management facilities. We note that the lots are generally graded to direct the runoff from impervious surfaces into the stormwater facilities without the need for direct piping. However, it appears that runoff from Lot 3 will bypass the stormwater facility. We support this waiver provided the grading on Lot 3 is revised to direct stormwater from proposed and future impervious surfaces to the on-lot stormwater facility.
- h. §22-712.5.E. From providing storm pipe with a minimum diameter of 15 inches to minimize flows and increase dewatering time. *We have no objection to this waiver request.*
- i. §22-713.4. From the requirement that street trees be provided every 30 feet along Railroad Avenue and Barry Road, which would require 64 street trees in total. We note that the trees along the frontage are mainly deciduous and appear to meet the intent of the street tree requirements with the exception of Lot 4. We recommend the required trees be proposed along Lot 4 as required at a rate of 1 tree per 30 feet at least 5 feet outside of the right-of-way and NPWA easement. Additionally, some trees intended to meet the street tree requirement along Railroad Avenue and Barry Road and are proposed to be removed in order to provide the required clear sight lines. We recommend the location and size of the individual trees at least 2-1/2-inch caliper along Railroad Avenue and Barry Road be added to the existing plan along with their condition to confirm the spacing meets the intent of this requirement and that they are not dead, diseased, or dying.
- j. §22-716.2 From providing concrete monuments at all changes in direction of easements. We note that the plan appears to show all required monuments. We recommend the proposed monuments be provided as required.
- k. §26-121.11. From the requirement that the dewatering time for the seepage pit be between 24 and 72 hours. The proposed seepage pit is utilizing an 8-inch outlet orifice, but due to the size of the drainage area, does not comply with the minimum 24-hour dewatering time. We have no objection to a smaller orifice to extend the dewatering time. If the dewatering time is still not met once the orifice size is reduced, we would support a waiver from this requirement.
- I. §26-125.3 To allow the use of the Dekalb Rational Method for this application, which would be permitted as approved by the municipality or municipal engineer. This application is a small-scale residential application with 3 new building lots each with their own on-lot stormwater facility. We have no objection to this waiver request.
- 3. A note regarding waivers and conditions, as well as the date the waivers were granted shall be noted on the plans, as applicable.
- 4. If public improvement waivers are granted, Township Resolution 2007-12 discusses the contribution towards future improvements based on 50% of the total estimated construction cost. A cost estimate has been submitted and will be reviewed under a separate cover once the design is finalized and approved. We note that if the Township grants waivers from public improvements, this does not preclude PennDOT from requiring improvements along the same frontages.

C. Subdivision & Land Development Ordinance (SALDO)

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

- 1. §22-401.8 All surrounding property owners within 1,000 sf of the property shall be notified in accordance with this section.
- 2. §22-406.1.I Legal descriptions for all proposed lots, septic easements, ultimate right-of-way easements, water resource easement, etc., as applicable, shall be submitted to our office for review and approval.
- 3. §22-502.1.D.(1) The ultimate right-of-way line for Barry Road shall be correctly labeled and annotated as being 80-feet wide on Sheets 5, 6, 8, and 9 of 13.
- 4. §22-703 General Note 6 on Sheet 5 and Site Plan Note 9 on Sheet 6 offer the area within the ultimate right-of-way to New Britain Township as an easement. Barry Road and Railroad Avenue are both state roads therefore, the two easements shall describe the area between the ultimate right-of-way and the legal right-of-way. The metes and bounds shall be added to the plans for reference in preparing the legal descriptions.
- 5. §22-704.C The plan notes an existing Water Resource Easement recorded under Book 1993, Page 382. A copy of this easement shall be provided for review and a note shall be added to the plan specifying who the existing easement benefits and any restrictions associated with it. In addition, the hatch covering this easement should be clarified in the legend to differentiate it from the proposed Water Resource Easement on Sheets 5 and 6 of 13.
- 6. §22-704.4. The access driveway to Lot 4 crosses over a NPWA Easement along Railroad Avenue. The Applicant shall obtain permission from the NPWA to install the Lot 4 improvements.
- 7. §22-705.4.C & 5 Clear sight triangles should be provided for the intersection of Barry Road and New Galena Road at a minimum dimension of 75 feet as measured from the intersection of the right-of-way lines. We would support a waiver from this requirement since the intersection and the improvements within the clear sight triangle are existing and no improvements are proposed on Lot 2.
- 8. §22-705.1.G All plans that require access to a street under the jurisdiction of PennDOT shall either require a highway occupancy permit prior to recording of the plans or an acknowledgement on the site plan of the requirement to obtain a HOP prior to issuance of a Use and Occupancy Permit. Highway Occupancy Permit for the proposed water main extension, Minimum Use Driveway permits for the proposed driveways and permits for the proposed water service connections are required. Any HOP plans should be provided to the Township for reference. The Township and the Township Engineer should be copied on all correspondence to PennDOT.
- 9. §22-711 The applicant has secured the necessary NPDES permit for the proposed earth disturbance. We recommend a courtesy copy of any subsequent plan revisions be sent to the BCCD to insure they have the latest plans.
- 10. §22-715 Park and recreation land is required in addition to required open space. The land should be dedicated to the Township or other entity as may be approved by the Board. If a fee-in-lieu of park and recreation is considered as an alternative, the fee would be \$7,500.00 based on a rate of \$2,500 per dwelling unit or \$7,500.00.
- 11. §22-718 The NPWA Will-Serve letters were received for the proposed subdivision. Authority approval and service agreements will be required prior to construction.
- 12. The Applicant is responsible for all other required approvals, permits, etc. (i.e. BCPC, BCCD, PADEP, PennDOT, Bucks County Department of Health, Water Authority, Fire Marshal, etc.) Copies of these permits or approvals shall be forwarded to the Township.

D. Stormwater Management Comments

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

- 1. §22-711.3 The following comments related to grading shall be addressed:
 - a. A high point spot elevation shall be provided upslope of each septic mound on Lots 3 and 4 to clearly show the intent to direct runoff around each mound. (§27-2115)
 - b. High spot elevations should be provided between the two proposed 298 contours in front of the dwelling on Lot 1.
 - c. The grading for the Lot 3 driveway and front yard shall be clarified. The spot elevations and flow arrow for the driveway are inconsistent. The proposed 276-contour directs runoff back towards Railroad Avenue in the opposite direction of the existing drainage from the roadway and it's unclear if there is a local low area between the two existing 276-contours. All proposed access drives and driveways, where curbs and storm sewer is not required by the Board, shall have a culvert with flared end sections or endwalls in accordance with this section. Lot 3 may require a culvert or trench drain. (§22-712.12)
 - d. The drainage area plans show runoff the west of the proposed dwelling for Lot 3 getting to the underground Seepage Pit. The plans and contours shall clarify how the overland stormwater runoff will be directed to and accepted by the facility.
 - e. The proposed 278-contour at the southwest corner of the Lot 3 dwelling appears to direct runoff towards the dwelling. Spot elevations shall be provided at the corners of the building and the grading shall be revised as necessary to demonstrate positive drainage away from the building. (Reference §22-711.3.C Grading around buildings constructed of wood shall have a minimum separation of eight inches between the top of foundation wall and the outside finished grade elevation.)
 - f. §22-705.13.C All access drives and driveways shall be provided with a stopping area of 20 feet, at a maximum grade of 3%, measured from the edge of cartway. The driveway shall be regraded for Lot 4 and spot elevations provided to confirm this requirement is met.
 - g. §22-712.5.g Adequate cover (1 foot) shall be provided over the seepage bed outlet pipe.
- 2. The following comments shall be addressed regarding the stormwater management facilities:
 - a. The location and extent of the underdrain in the rain garden shall be specified on the plans.
 - b. The Rain Garden Detail and Outlet Structure Detail for Lot 1 indicates both the underdrain invert and bottom of BMP at 279.00. The Rain Garden Underdrain detail specifies 12 inches of a BMP soil mix over the underdrain pipe, which would result in an invert below the rain garden bottom of 279.00. The details shall be clarified.
 - c. The rain garden outlet structure on Lot 1 has a top of orifice opening at 280.67 which will conflict with the inlet top with a grate elevation of 281.00. This conflict shall be clarified.
 - d. The detail for the rain garden outlet structure includes a 3" underdrain at an elevation of 279.00. This underdrain shall be modeled in the pond report for Rain Garden 1 on Lot 1 in the Post Construction Stormwater Management Narrative. (§26-125.9)
 - e. We recommend a trash rack be provided over the rain garden orifice opening.
 - f. We recommend watertight RCP be specified for the rain garden outlet through the berm.

- g. We recommend the seepage pit outlet structure be sumped and provided with a snout or some other type of pretreatment device to protect the seepage bed area from becoming clogged with sediment or debris.
- h. The pond report for the seepage pit in the stormwater management report models an 8" orifice over the 12" outlet pipe. That is inconsistent with the Seepage Pit Outlet Structure Detail which shows the 8" orifice opening on the opposite side of the structure, separate from the outfall pipe. It appears that the detail should be revised to provide an orifice plate over the 12" outlet pipe opening with an 8" orifice.
- i. The Seepage Pit Outlet Structure detail implies a top of outlet pipe elevation at 271.45± which may conflict with the inlet top with a grate elevation of 271.80. A low-profile inlet top or alternate structure may be required to address this potential conflict.
- j. The Seepage Pit Detail profile shows a yard inlet in the center of the seepage bed. Based on the outlet pipe location, the outlet structure appears to be in the corner. The location of the seepage pit outlet structure should be shown on the Seepage Pit Detail.
- k. We recommend a riser pipe or an end treatment be provided for the 12" HDPE outlet pipe at the infiltration berm on Lot 4 to prevent erosion around the pipe opening.
- I. The stormwater report indicates that the infiltration berm on Lot 4 has a 55-foot wide emergency spillway. The plan shall delineate the spillway for reference during construction.
- m. Calculations, details and sizing information shall be provided for the rip rap aprons on Lots 1, 3 and 4. (§22-711.5)
- 3. §22-712.13.B The following discrepancies were noted in the runoff coefficient worksheets:
 - a. Page 1 of 3, PR-1A, notes an impervious area of 0.07 acres for Lot 1. This is inconsistent with the building and future impervious areas of 0.11 acres (4,780 s.f.) depicted on Sheet 5. This discrepancy shall be clarified.
 - b. Page 1 of 3, PR-1A notes a total drainage area of 1.23 acres. This is inconsistent with the scaled drainage area shown on the Post-Development Drainage Area Map. In addition, runoff from the southeastern side of the dwelling will be directed around the septic mound and onto Lot 2. The drainage area to POA 1 shall be revised as necessary.
 - c. Page 2 of 3, PR-3A, notes an impervious area of 0.14 acres for Lot 3. This is inconsistent with the scaled building and future impervious area measured on Sheet 5. This discrepancy shall be clarified.
- 4. <u>Resolution #2020-03</u> The Applicant shall pay a BMP Maintenance Guarantee equal to 5% of the construction cost of BMPs. An Engineers Opinion of Probable Cost for the proposed stormwater and public improvements has been submitted to our office for review and will be provided prior to the plans being recorded.
- 5. §26-164.1 The Applicant shall sign an Operation and Maintenance (O&M) agreement with the municipality covering all stormwater and storm sewer facilities and BMPs that are to be privately owned. The O&M agreement shall be transferred with transfer of ownership and shall be prepared by the Township Solicitor.

E. General Comments

- 1. The existing barn on Lot 1 is an existing nonconformity with regard to its location in the front yard. This shall be registered with the Township if not previously done so.
- 2. Note 13 on Sheet 5 indicates that all monumentation are to be set prior to plan recording. However, the monuments are included in the cost estimate. It shall be clarified whether the monuments will be set prior to recording or during construction. (§22-716)

- 3. Details for the driveway tie in and roadway restoration for Barry Road and Railroad Avenue shall be added to the plan. (§22-705.1.H)
- 4. The legend on Sheet 5 includes a hatch for Open Space. Since no open space is proposed, this hatch should be removed from the legend.
- 5. The plans show the existing fence around abandoned garden on Lot 2 encroaching onto Lots 1 and 3. In addition, it appears the corner of the smaller rectangular fence area on Lot 2 also encroaches onto Lot 1. The plans should clarify that these fences are to be removed.

In order to expedite the review process of the resubmission of the plan, the Applicant should submit a response letter which addresses each of the above comments. Changes that have been made to the application that are unrelated to the review comments should also be identified in the response letter.

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

Sincerely,

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

fanura Mancharnal

JM/tw/sl

cc: Michael Walsh, Executive Assistant
Kelsey Harris, Zoning Officer
Peter Nelson, Esq., Grim, Biehn, & Thatcher
Randy Teschner, Fire Marshal
Matthew Piotrowski, JAMP Development, LLC., Owner/Applicant
Kellie A. McGowan, Esq., Obermayer, Rebmann, Maxwell & Hippel, LLP
Kristin R. Holmes, P.E., Homes Cunningham, LLC.
John Schmidt, CNBTJSA
Daniel C. Preston, P.E., NPWA

Craig D. Kennard, P.E., Chief Operating Officer, Gilmore & Associates, Inc.

New Britain Township

207 Park Avenue Chalfont, PA 18914

Ph. 215-822-1391 Fax 215-822-6051

MEMORANDUM

TO: Eileen Bradley, Township Manager

FROM: Kelsey Harris, Zoning Officer

DATE: January 19, 2021

RE: JAMP Development (98 Railroad Avenue) Request for Prelim/Final Plan Approval & Waivers

JAMP Development and their professional consultants, presented to the Planning Commission on December 8, 2020 at the public meeting held at 7 pm to request a recommendation for Preliminary and Final Plan approval and waivers from New Britain Township's Subdivision and Land Development Ordinance and Stormwater Management Ordinance for the project proposed at 98 Railroad Avenue, TMP# 26-001-112. The Property is located at the corner of Railroad Avenue and Barry Road.

The Planning Commission carried a unanimous motion to recommend the Board of Supervisors grant Preliminary and Final Land Development of the 4 lot residential subdivision proposed at 98 Railroad Avenue, conditioned upon the following: the Applicant must comply with the Gilmore & Associates review letter dated November 13, 2020; and the Applicant should investigate the feasibility of a self-imposed deed restriction for the preservation of the existing historical buildings, and/or certain portions of these building that were original to the property. In addition, the Planning Commission, is in support of the following waiver requests to be approved by the Board of Supervisors at the public meeting being held on Monday, January 4, 2021:

- 1. §22-502.1.G & H. from requiring a landscaping and lighting plan, provided that the pertinent street tree information is added to the plans.
- 2. §22-403 & 404 to allow a combined preliminary and final subdivision and land development submission.
- 3. §22-705.3A.&3.G from installing road widening and improving the existing roads, with the recommendation that the half-width of Barry Road be milled and overlaid to PennDOT standards due to the watermain proposed within the right of way.
- 4. §22-705.4.C from the minimum 75 feet clear sight triangle at the intersection of Barry and Railroad in order to preserve the existing historical wall at the intersection.
- 5. §22-706.1 from the requirement that curbing be provided along the Railroad Avenue and Barry Road property frontages. There is no existing curb on either road.
- 6. §22-706.2 from the requirement that sidewalk be provided along Railroad Avenue and Barry Road property frontages. There are no existing sidewalks on either road.
- 7. §22-712.2.K from providing roof drains and sump pumps to be connected directly to stormwater management facilities as the lots are generally graded to direct runoff into facilities without direct piping, providing that Lot 3's grading be revised to direct stormwater from proposed and future impervious surfaces to the on-lot facility.
- 8. \$22-712.5.E from providing storm pipe with a minimum diameter of 15 inches to minimize flows and increase dewatering time.

- 9. §22-713.4 from the requirement that street trees be provided every 30 feet along Railroad Ave. and Barry Road, with the recommendation that the required street trees be proposed along Lot 4 at a rate of 1 tree per 30 feet at least 5 feet outside of the right-of-way and NPWA easement. Some existing trees are proposed to be removed to provide required clear sight lines. It is recommended that the individual trees at least 2 1/2 inch caliper be added to the existing plan with a condition to confirm the spacing meets the intent of this requirement and that the trees are not dead, diseased, or dying.
- 10. §26-121.11 from the requirement that the dewatering time for the seepage pit be between 24 and 72 hours.
- 11. §26-125.3 to allow the use of the Dekalb Rational Method for this application due to the small-scale residential application proposing only 3 new building lots with their own on-lot stormwater facilities.































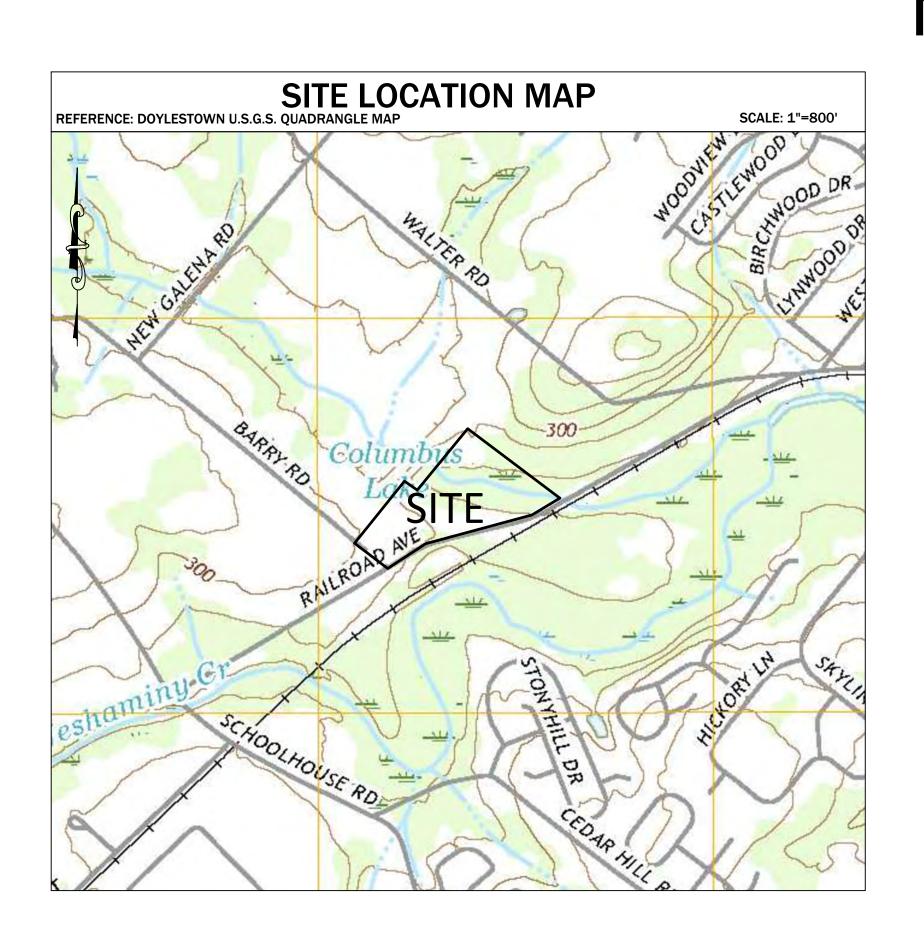




PRELIMINARY AND FINAL LAND DEVELOPMENT AND MAJOR SUBDIVISION PLANS

98 RAILROAD AVENUE SUBDIVISION

TMP # 26-001-112 NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PA

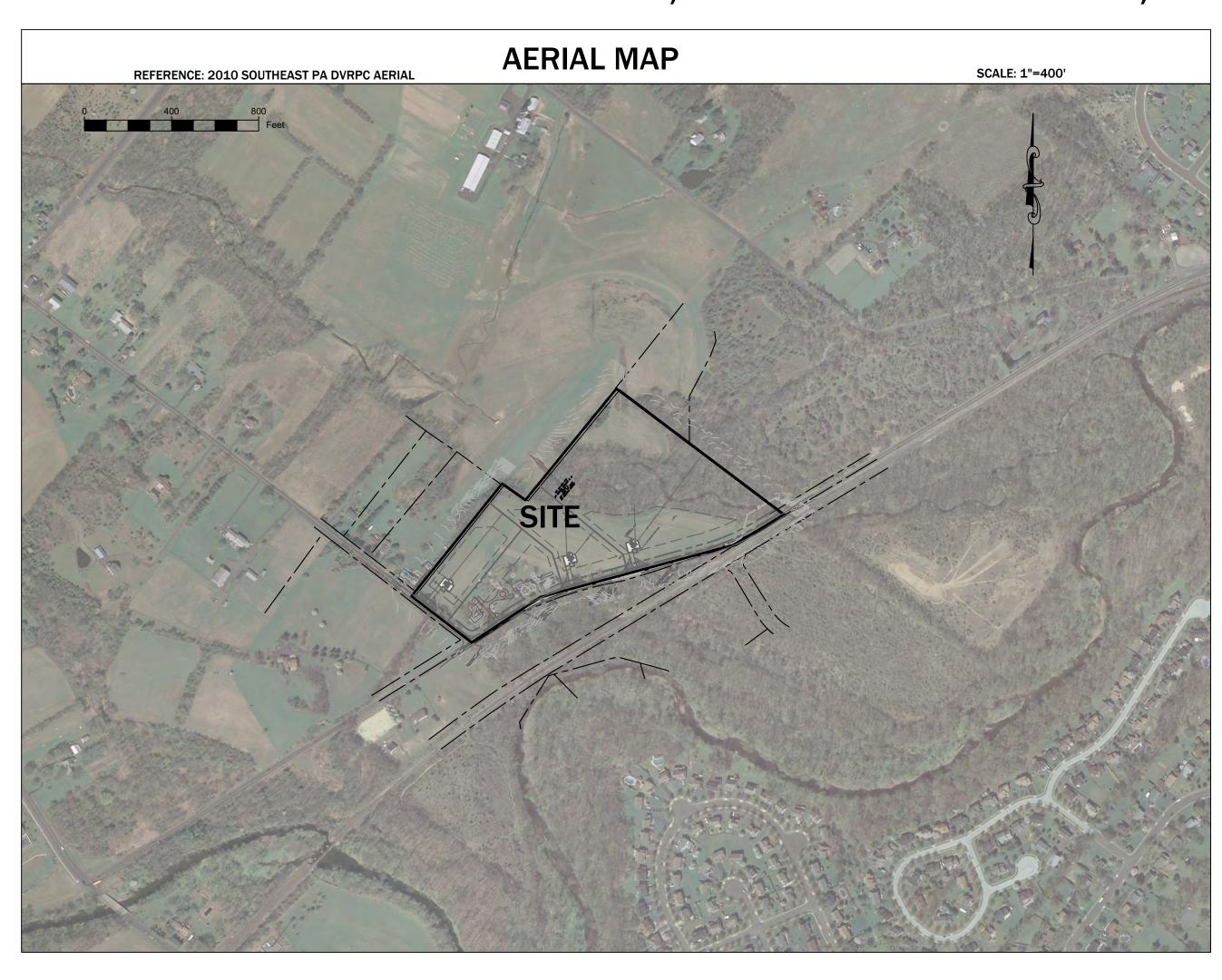


	DRAWING LIST					
SHEET NUMBER	DRAWING NUMBER	DRAWING TITLE	LAST REVISED DATE			
1	C0.0	COVER SHEET	8/21/2020			
2	C0.1	EXISTING CONDITIONS PLAN	8/21/2020			
3	C0.2	SITE ANALYSIS AND RESOURCE CONSERVATION PLAN	8/21/2020			
4	C0.3	AERIAL PLAN	8/21/2020			
5	C1.0	RECORD SUBDIVISION PLAN	8/21/2020			
6	C1.1	RECORD SITE PLAN	8/21/2020			
7	C1.2	CONSTRUCTION DETAILS	8/21/2020			
8	C2.0	GRADING & DRAINAGE PLAN	8/21/2020			
9	C2.1	SIGHT DISTANCE PLAN	8/21/2020			
10	C3.0	SOIL EROSION AND SEDIMENT CONTROL PLAN	8/5/2019			
11	C3.1	SOIL EROSION AND SEDIMENT CONTROL DETAILS	8/5/2019			
12	C4.0	POST CONSTRUCTION STORMWATER MANAGEMENT PLAN	8/5/2019			
13	C4.1	POST CONSTRUCTION STORMWATER MANAGEMENT DETAILS	8/5/2019			

PREPARED BY:



HOLMES CUNNINGHAM LLC 409 EAST BUTLER AVENUE DOYLESTOWN, PA 18901



CONTACTS

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TOWNSHIP PUBLIC WORKS DEPARTMENT 207 PARK AVENUE CHALFONT, PA 18914 PHONE(215)-822-1391

COUNTY PLANNING COMMISSION **BUCKS COUNTY PLANNING COMMISSION** THE ALMSHOUSE NESHAMINY MANOR CENTER 1260 ALMSHOUSE ROAD DOYLESTOWN, PA 18901 215-345-3400

COUNTY CONSERVATION DISTRICT BUCKS COUNTY CONSERVATION DISTRICT 1456 FERRY ROAD, SUITE 704

DOYLESTOWN, PA 18901

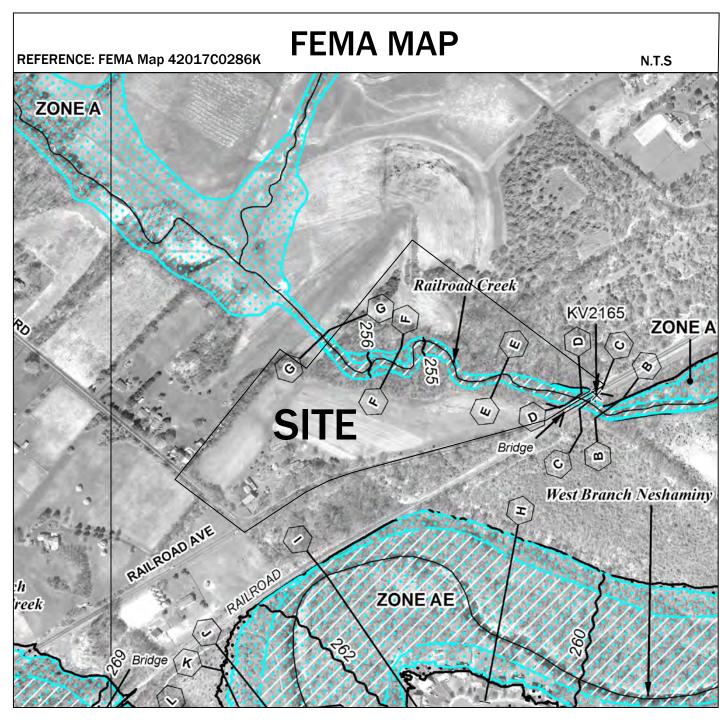
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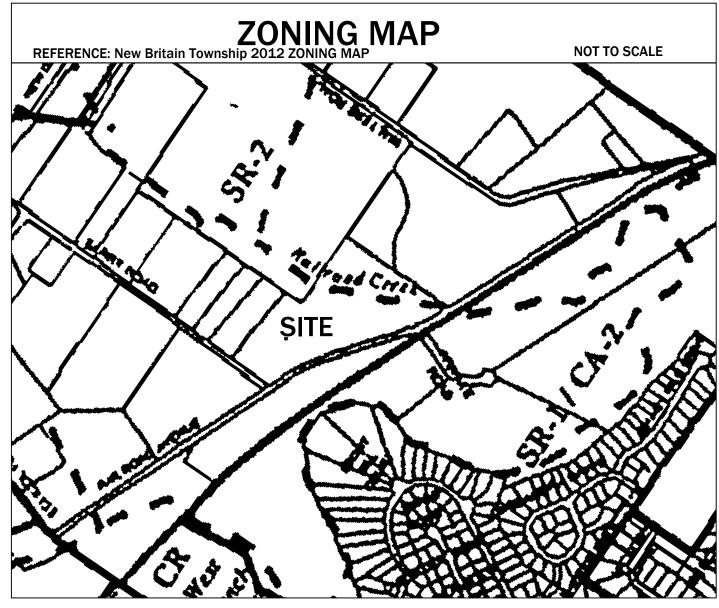
BUCKS COUNTY WATER AND SEWER AUTHORITY 1275 ALMSHOUSE ROAD WARRINGTON, PA 18976 PHONE: (215) 343-2538

ELECTRIC AND GAS PHILDELPHIA ELECTRIC COMPANY **BUCKS/MONT REGION CONTRACTOR AND BUILDER SERVICES 400 PARK AVENUE** WARMINSTER, PA 18974 PHONE: (215) 956-3270 FAX: (215) 956-3240

APPLICANT OWNER: JAMP DEVELOPMENT LLC

217 DELMONT AVE **WARMINSTER PA 18974-3749**





REVISED: 8/21/2020 REVISED: 3/27/2020 REVISED: 12/19/2019

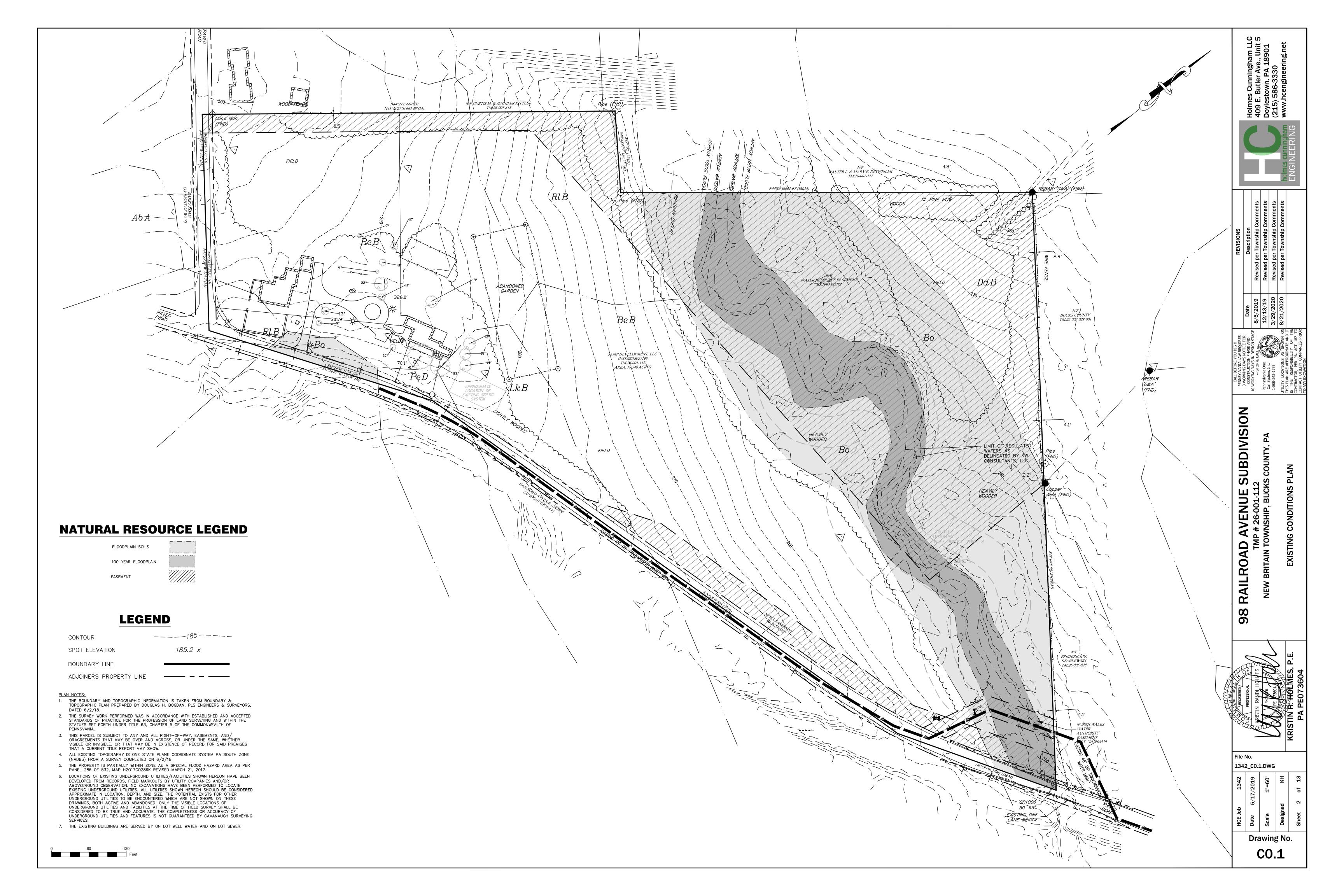
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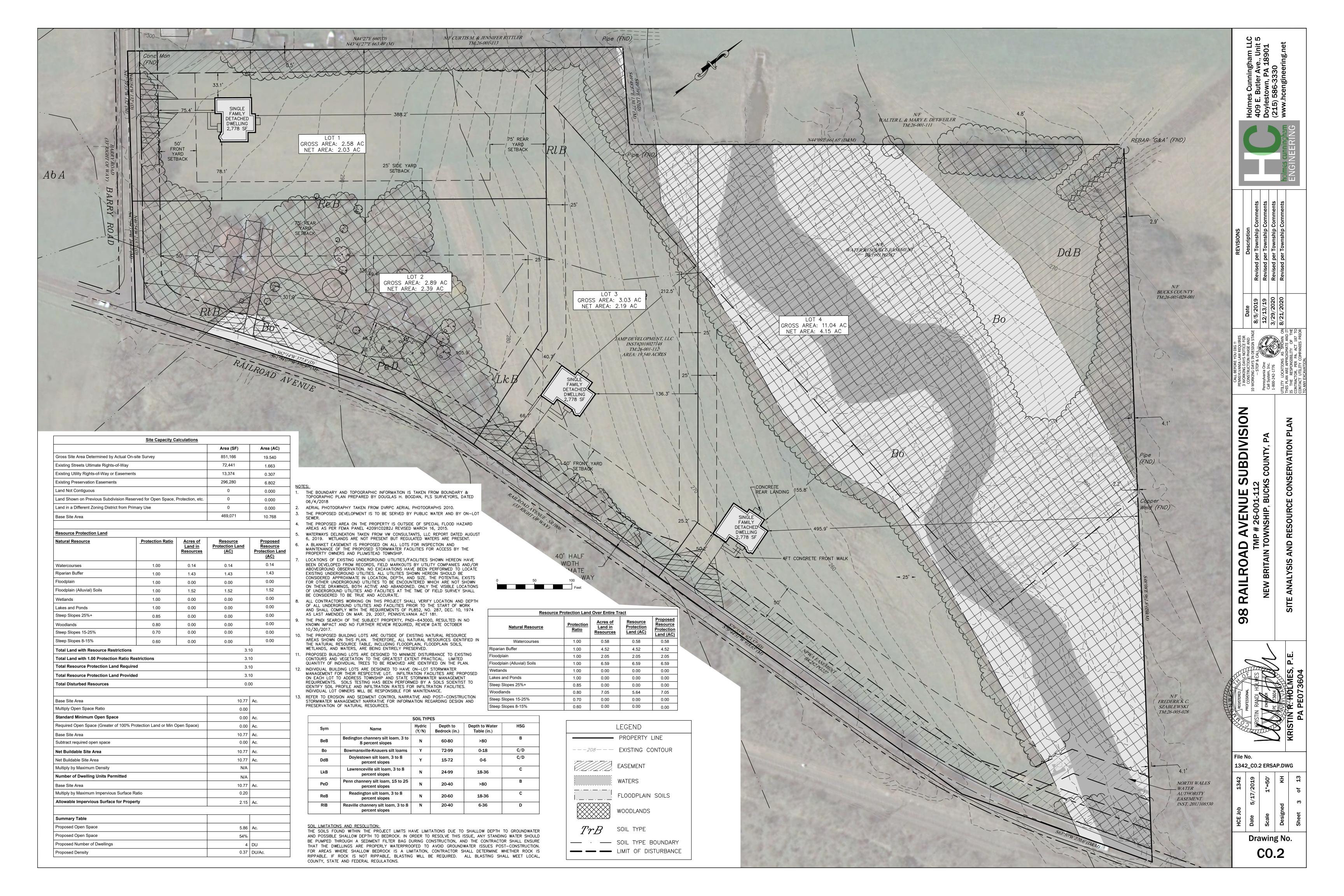
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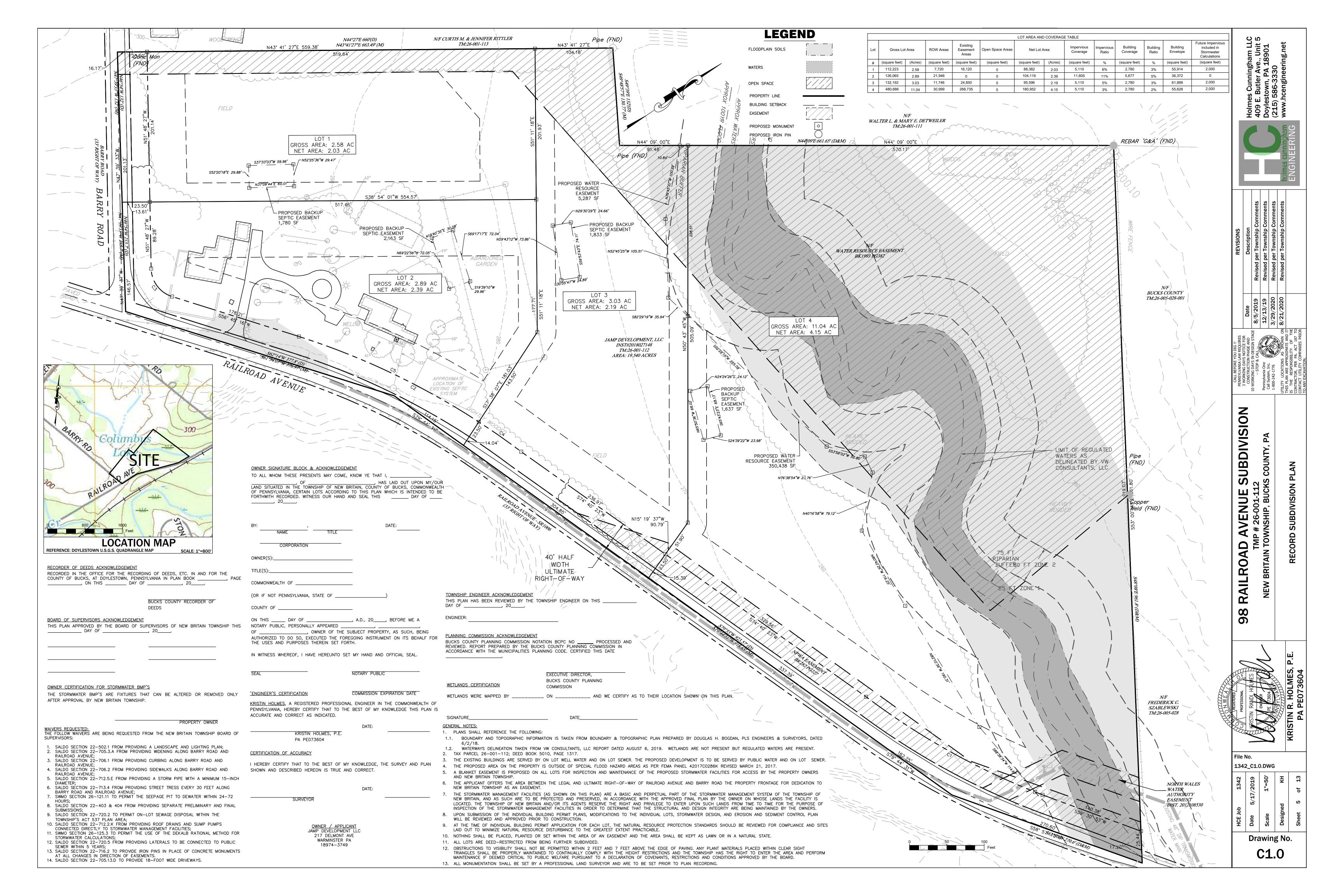
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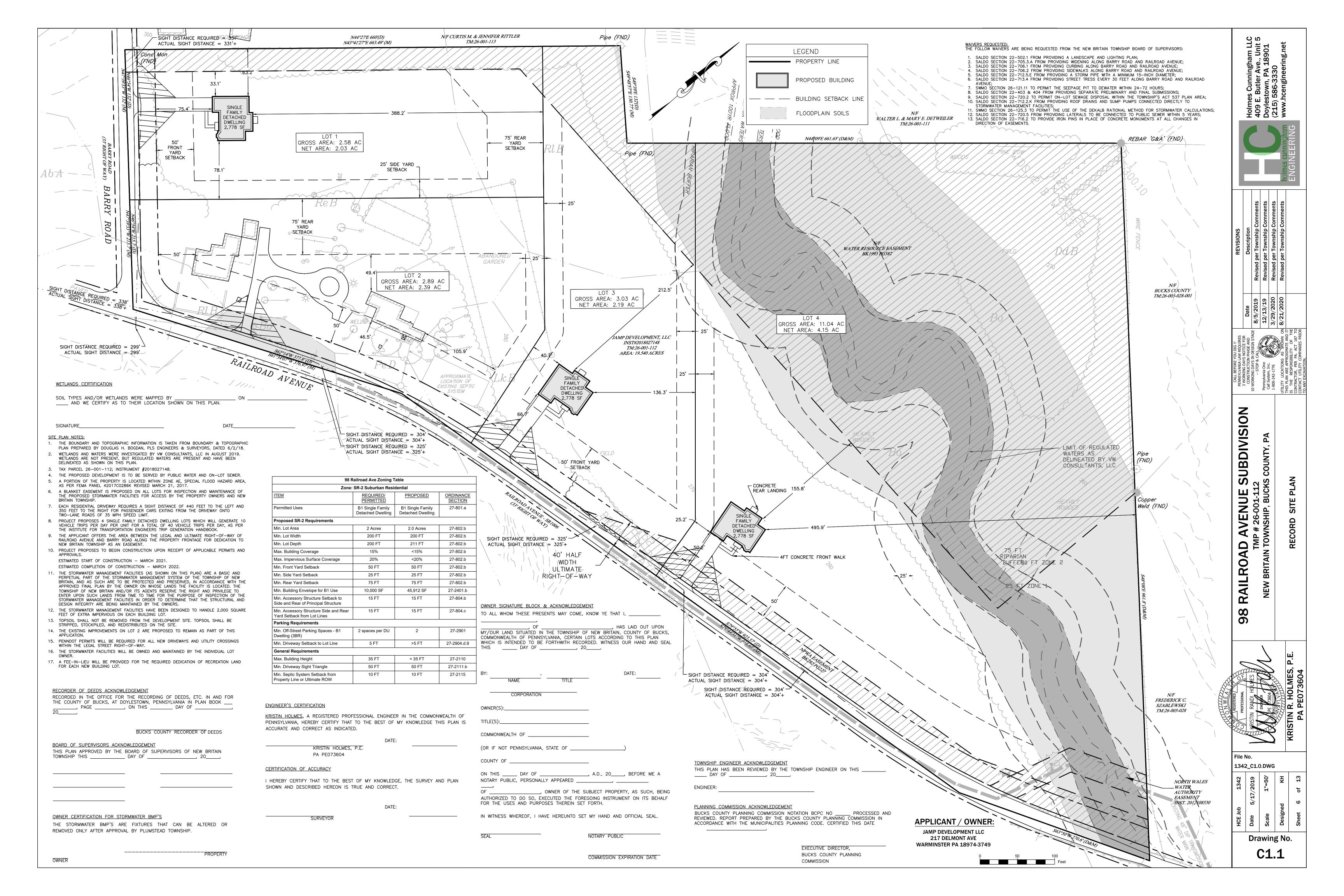
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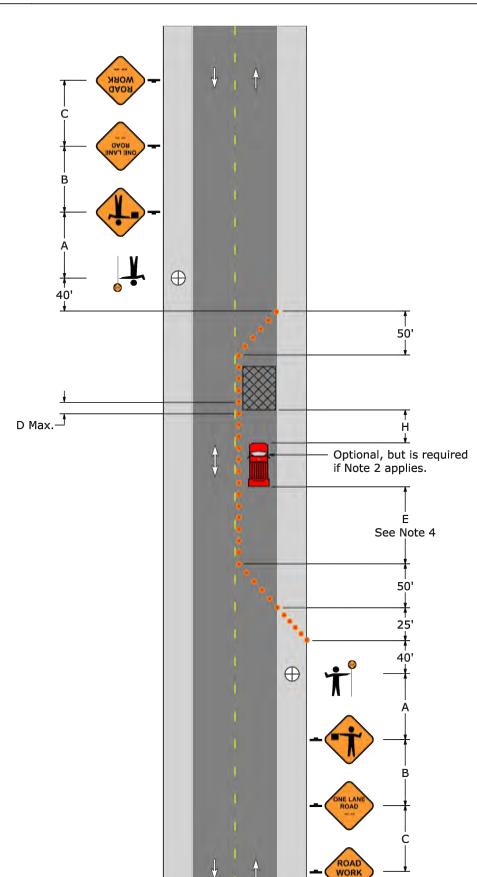








PATA 107 (Old PATA 10a) **Work In One Lane; Two Flaggers**



PATA 107 (Old PATA 10a) - Notes

1. Each flagger shall be clearly visible to traffic for a minimum distance of E and shall be in constant communication with all other flaggers.

2. For operations of 15 minutes or less:

a. The Road Work (W20-1), One Lane Road (W20-4), and Flagger Symbol (W20-7) signs are not

b. All channelizing devices may be eliminated if a shadow vehicle is present.

3. The buffer space shall be extended so that the two-way traffic taper is placed before a horizontal (or crest

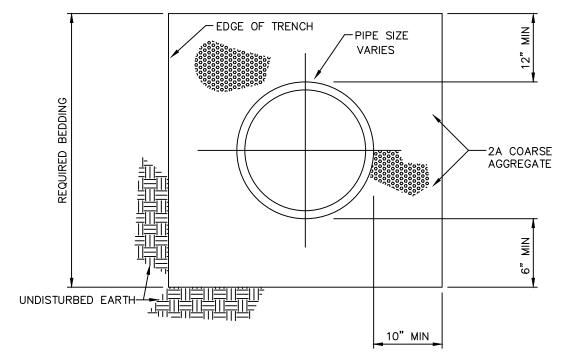
vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles. 4. When a shadow vehicle is not used, distance E is measured from end of taper to beginning of work space.

Sign Spacing Chart

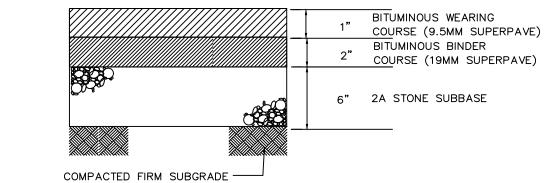
L = Length

Distance and Spacing Quick Reference Chart

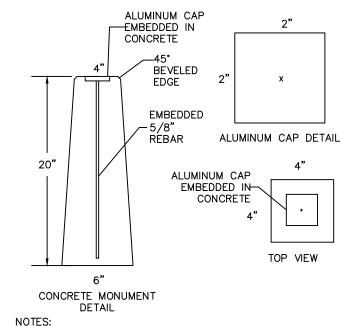
		Dist	ance		Speed	W	L	1/2L	1/3L			izing D		D	Е	н
Condition	A	В	C	F		10		III A LANCE III	447.50	Per T	21/24/24/24	pe (Le	-			183
	Feet	Feet	Feet	Feet	MPH	Feet	Feet	Feet	Feet	L	1/2L	1/3L	50'	Feet	Feet	Fee
Urban						10	105	55	35							
35 MPH or less	100	100	100	100	25	11	115	60	40	6	6	6	6	50	155	150
						12	125	65	45							
Urban						10	150	75	50	6		4	4	4.5		4 - 2
Greater than 35 MPH	350	350	350	350	30	11	165	85	55	7	6	6	6	60	200	150
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of the same series typ		" ~ " V\	/V FEE			10	450	225	150	11	6					
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					73	12	540	270	180	13	7	"	0	90	300	150
Taper Length For	rmula	S			-	10	500	250	170	11	6					
6	-				50	11	550	275	185	12	7	6	6	100	425	250
S	L	2				12	600	300	200	13	7		, a	100	423	230
40 MPH or less	$L = \frac{W_3}{6}$	<u>S</u> 2				10	550	275	185	11	6					
	- 6	0			55	11	605	305	205	12	7	6	6	110	495	250
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45 MPH or more	L = W	ر ا				12	660	330	220	13	/					1



STANDARD PIPE BEDDING DETAIL N.T.S.



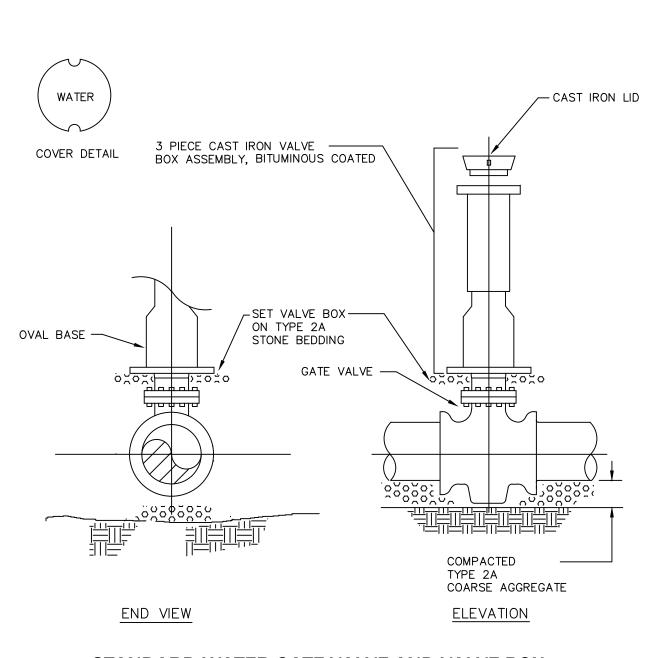
DRIVEWAY PAVEMENT SECTION



NOTES:

1. MONUMENTS TO BE SET FOR OUTBOUND PROPERTY LINE,
ULTIMATE RIGHT-OF-WAYS, OPEN SPACE AND ONE SIDE OF 2. PK NAILS SHALL BE USED IN PLACE OF MONUMENTS IN PAVED AREAS. **CONCRETE MONUMENT**

1.) Materials for Service Line shall be purchased by the Developer. 2.) All meterials must be approved by NPWA through submissions of cut sheets of required materials. 3.) NPWA shall furnish & install the meter and ancillary reading device. 4.) The use of Lead-Free Solder, flux and other plumbing materials is required by federal law. 5.) Any service line may use PE 165PSI after the meter pit. 6.) Blackflow prevention devices are required on all NPWA water service lines. Therefore, a thermal expansion tank must be installed on the supply side of the hot water system, as directed by the "Uniform Plumbing Code" (UPC). 7.) WATER METER WILL NOT BE SET IF PIPING DOES NOT CONFORM TO SPECIFICATIONS. METER LOCATION
AS SELECTED BY NPWA
PITS CANNOT BE INSTALLED IN DRIVEWAYS OR SIDEWALK
SEE DOMESTIC METER PIT DETAIL TO CUSTOMERS DOMESTIC SUPPLY GRASS PLOT-CURB BOX SIDEWALK DOUBLE CHECK VALVE OR
REDUCED PRESSURE
BACKFLOW PREVENTOR
DEPENDENT ON
OCCUPANCY FINISHED GRADE ROAD-TAP INTO
DISTRIBUTION
MAIN / CORP. DISTRIBUTION MAIN CONC. BLOCK OR ^J ON SITE ROCK/STONE CURB STOP FOR DOMESTIC LINE **OUTSIDE METER PIT** DOMESTIC SERVICE CONNECTION DETAIL Applicable to 3/4" & 1" Services



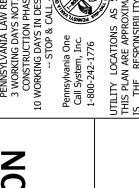
STANDARD WATER GATE VALVE AND VALVE BOX



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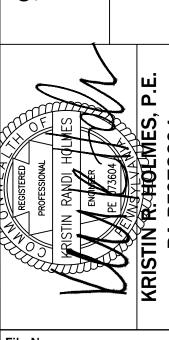
REVISIONS	Description	Revised per Township Comments				
	Date	8/5/2019	12/13/19	3/29/2020	8/21/2020	

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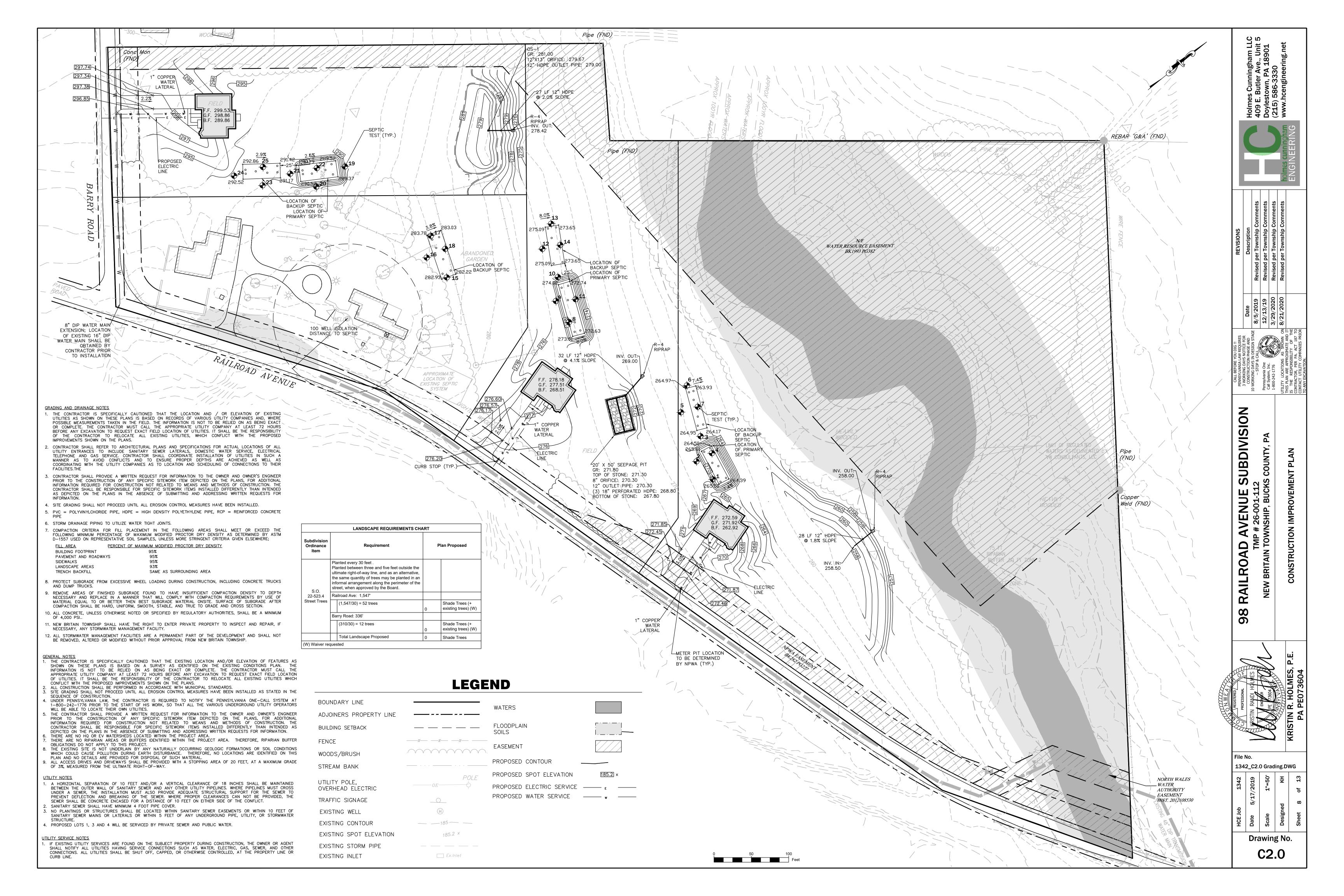
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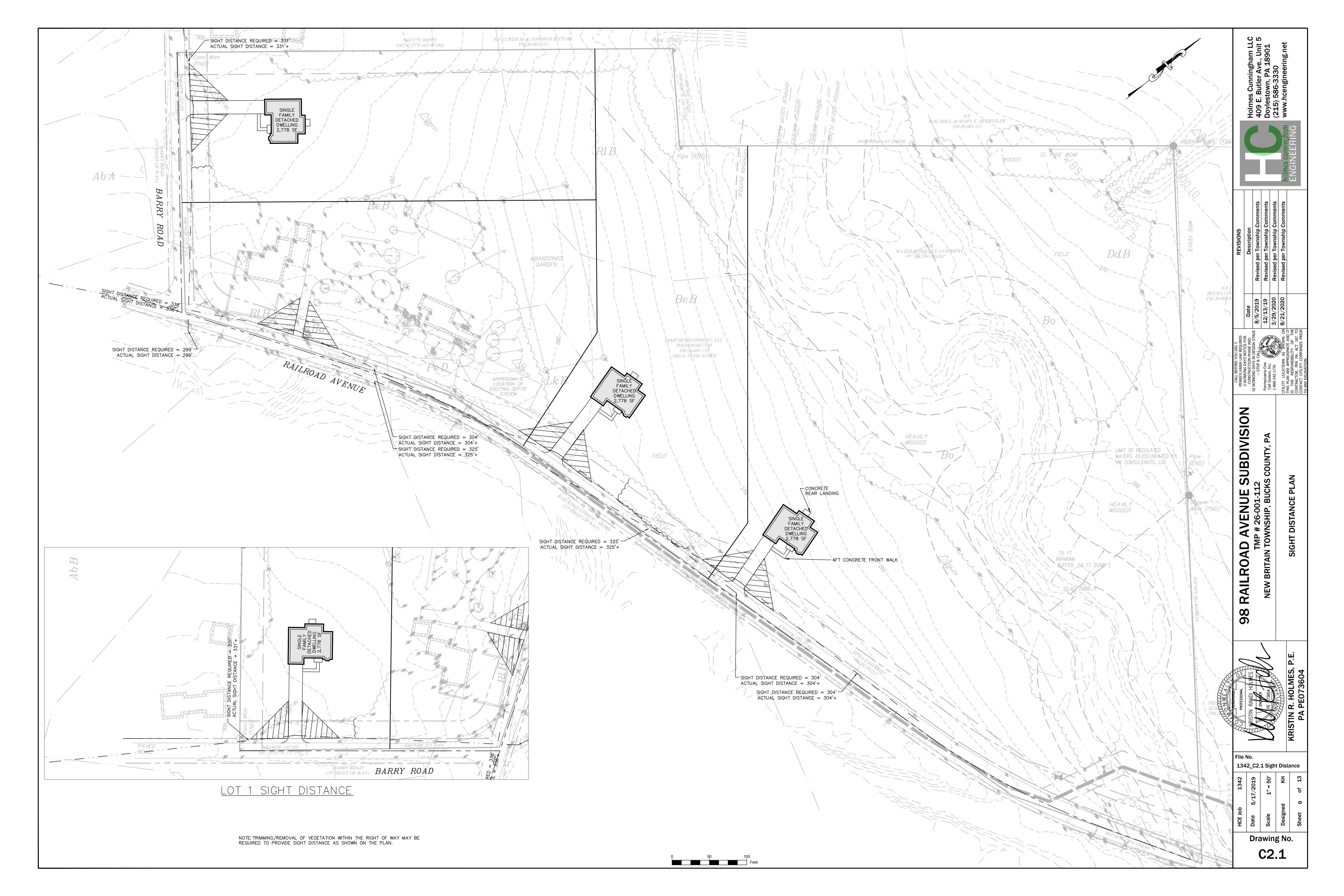
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NEW BRITAIN TOWNSHIP, BUCKS CO ∞

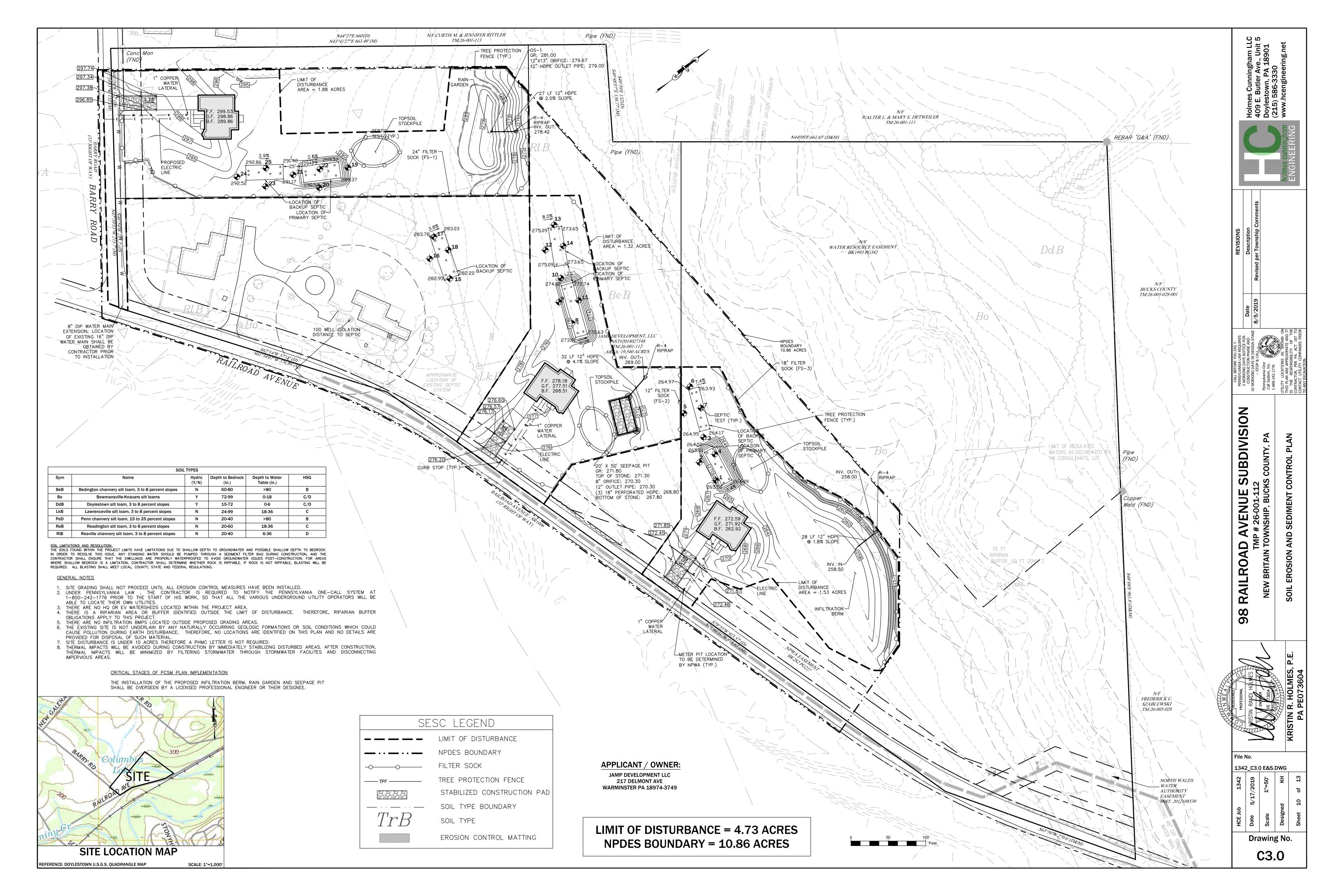


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HCE Job	Date	Scale	Designed	Sheet

Drawing No.







CONSERVATION DISTRICT INSPECTOR AND SITE ENGINEER. THE E&S BMPS FOR THE INDIVIDUAL LOTS SHALL BE IMPLEMENTED PRIOR TO CONSTRUCTION OF THAT LOT IF THE INDIVIDUAL LOTS WILL BE CONSTRUCTED ONE AT A TIME.

1. CONTACT THE BUCKS COUNTY CONSERVATION DISTRICT (215-345-7577), PLUMSTEAD TOWNSHIP AND NEW BRITAIN TWP. ENGINEER AT LEAST THREE (3) 1. TEMPORARY SEEDING SHALL BE DONE IN AREAS WHERE NO ACTIVITY WORK WILL BE PERFORMED. ANY

2. EACH STAGE OF THE SEQUENCE OF CONSTRUCTION MUST BE COMPLETED PRIOR TO INITIATION OF THE NEXT STAGE OF THE SEQUENCE OF CONSTRUCTION. CONSTRUCTION MAY OVERLAP INTO A SUBSEQUENT PHASE AS LONG AS ALL EROSION CONTROL MEASURES HAVE BEEN INSTALLED IN

3. INSTALL CONSTRUCTION ENTRANCES AT SITE ACCESS, STOCKPILE AREAS, AND SILT SOCK WHERE SHOWN ON THE PLAN.

4. STRIP TOPSOIL AND STOCKPILE WHERE SHOWN ON PLAN. ALL STRIPPED TOPSOIL STOCKPILES SHALL HAVE TEMPORARY SEEDING INSTALLED.

5. CONSTRUCT STORMWATER BMPS AS SHOWN ON THE PLAN.

6. ROUGH GRADE SITE AND BUILDING PADS. INSTALL TEMPORARY EROSION CONTROL BLANKETS.

7. INSTALL SUBBASE AND GRAVEL FOR THE DRIVEWAYS. 8. CONSTRUCT BUILDINGS

9. COMPLETE FINAL GRADING AFTER THE BUILDINGS ARE COMPLETED AND APPLY PERMANENT SEEDING MIXTURE AND INSTALL ALL REQUIRED PLANTINGS 10. UPON COMPLETION OF THE STRUCTURES AND STABILIZATION OF TRIBUTARY AREAS, CONSTRUCT INFILTRATION BERM AND RAIN GARDEN BY EXCAVATING STORMWATER BMP TO PROVIDE AMENDED SOILS, UNDERDRAIN AND BERM AS SHOWN ON THE PCSM PLAN. DEPOSIT ADDITIONAL SOIL IN DESIGNATED LOCATIONS AND IMMEDIATELY STABILIZE. CONSTRUCT SEEPAGE PIT. CONSTRUCTION OF THESE BMPS REQUIRE THE OVERSIGHT OF A LICENSED

11. FLUSH ALL AFFECTED STORM DRAINAGE PIPES OF ACCUMULATED SILT. 12. UPON COMPLETE STABILIZATION OF SITE, REMOVE EROSION CONTROL DEVICES, REMOVE TEMPORARY ORIFICE PLATES AND INSTALL PERMANENT

STORMWATER BMPS THE SITE SHALL BE CONSIDERED STABILIZED WHEN THE PERMANENT VEGETATION HAS PROVIDED A 70% GROUNDCOVER. 13. UNTIL THE SITE IS STABILIZED. ALL FROSION AND SEDIMENTATION CONTROLS MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENTATION CONTROLS AFTER EACH STORM EVENT OR ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN-OUT, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMULCHING AND RENETTING, MUST BE PERFORMED 6. ALL SEED SHALL BE LABELED, DATED AND QUALITY CONSISTENT WITH SECTION NO. 2

14. UPON COMPLETION OF ALL WORK, THE NOTICE OF TERMINATION (N.O.T.) FORM SHALL BE FILED WITH THE BUCKS COUNTY CONSERVATION DISTRICT. EROSION / SEDIMENT CONTROL PLAN STANDARD NOTES

STOCKPILE HEIGHTS MUST NOT EXCEED 35 FEET; STOCKPILE SLOPES MUST NOT EXCEED 2.L,

THE OPERATOR/RESPONSIBLE PERSON (O/RP) ON SITE SHALL ASSURE THAT THE APPROVED EROSION AND SEDIMENT CONTROL PLAN IS PROPERLY AND COMPLETELY IMPLEMENTED.

IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE O/RP 3. DISTURBED FINAL GRADED AREAS AND DRAINAGE SWALES WILL BE PERMANENTLY SEEDED AS FOLLOWS: SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES (BMPS) TO ELIMINATE THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT

THE O/RP SHALL ASSURE THAT AN EROSION AND SEDIMENT CONTROL PLAN HAS BEEN PREPARED, APPROVED BY THE BUCKS COUNTY CONSERVATION DISTRICT AND IS BEING IMPLEMENTED AND MAINTAINED FOR ALL SOIL AND/OR ROCK SPOIL AND BORROW AREAS REGARDLESS OF THEIR LOCATIONS.

ALL PUMPING OF SEDIMENT-LADEN WATER SHALL BE THROUGH A SEDIMENT CONTROL BMP SUCH AS A PUMPED WATER FILTER BAG DISCHARGING OVER UNDISTURBED AREAS.

A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN MUST BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES.

EROSION AND SEDIMENT BMPS MUST BE CONSTRUCTED, STABILIZED AND FUNCTIONAL BEFORE SITE DISTURBANCE BEGINS WITHIN THE TRIBUTARY AREAS OF

AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENT BMP CONTROLS MUST BE REMOVED. AREAS DISTURBED DURING

AT LEAST SEVEN (7) DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITY, THE O/RP SHALL INVITE ALL CONTRACTORS INVOLVED IN THAT ACTIVITY, THE LANDOWNER, ALL APPROPRIATE MUNICIPAL OFFICIALS, THE EROSION AND SEDIMENT CONTROL PLAN DESIGNER AND THE BUCKS COUNTY CONSERVATION DISTRICT TO A PRE-CONSTRUCTION MEETING. ALSO, AT LEAST THREE DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITY, ALL CONTRACTORS INVOLVED IN THAT ACTIVITY SHALL NOTIFY THE PENNSYLVANIA ONE-CALL SYSTEM INC. AT 1-800-242-1776 TO DETERMINE ANY UNDERGROUND UTILITIES

IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITY CEASES, THE O/RP SHALL STABILIZE ANY AREAS DISTURBED BY THE ACTIVITY. NON-GERMINATING PERIODS, MULCH MUST BE APPLIED AT SPECIFIED RATES. DISTURBED AREAS THAT ARE NOT AT FINISHED GRADE AND WHICH WILL BE RE-DISTURBED WITHIN ONE YEAR MUST BE STABILIZED IN ACCORDANCE WITH TEMPORARY VEGETATIVE STABILIZATION SPECIFICATIONS. DISTURBED AREAS THAT ARE AT FINISHED GRADE OR WHICH WILL NOT BE RE-DISTURBED WITHIN ONE YEAR MUST BE STABILIZED IN ACCORDANCE WITH

AN AREA SHALL BE CONSIDERED TO HAVE ACHIEVED FINAL STABILIZATION WHEN IT HAS A MINIMUM UNIFORM 70% (PERCENT) VEGETATIVE OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED SURFACE EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING AND OTHER MOVEMENTS.

UPON THE INSTALLATION OF TEMPORARY SEDIMENT BASIN RISER(S), A QUALIFIED SITE REPRESENTATIVE SHALL CONDUCT AN IMMEDIATE INSPECTION OF THE RISER(S), WHEREUPON THE BUCKS COUNTY CONSERVATION DISTRICT SHALL BE NOTIFIED IN WRITING THAT THE RISER IS SEALED (WATERTIGHT). AT STREAM CROSSING, A 50-FOOT BUFFER SHALL BE MAINTAINED. ON BUFFERS, CLEARINGS, SOD DISTURBANCES AND EXCAVATIONS, EQUIPMENT TRAFFIC SHOULD BE MINIMIZED. ACTIVITY SUCH AS STACKING LOGS, BURNING CLEARED BRUSH, DISCHARGING RAINWATER FROM TRENCHES, WELDING PIPE SECTIONS, REFUELING AND MAINTAINING EQUIPMENT SHOULD BE AVOIDED WITHIN BUFFER ZONES.

UNTIL A SITE IS STABILIZED. ALL EROSION AND SEDIMENT BMPS MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION CONTROL BMPS AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEANOUT, REPAIR, REPLACEMENT, RE-GRADING, RE-SEEDING, RE-MULCHING AND RE-NETTING MUST BE PERFORMED IMMEDIATELY. IF EROSION AND SEDIMENT CONTROL BMPS FAIL TO PERFORM AS EXPECTED, REPLACEMENT BMPS, OR MODIFICATIONS OF THOSE INSTALLED, WILL BE REQUIRED.

SEDIMENT REMOVED FROM BMPS SHALL BE DISPOSED OF ON-SITE IN LANDSCAPED AREAS OUTSIDE OF STEEP SLOPES, WETLANDS, FLOODPLAINS OR DRAINAGE SWALES AND IMMEDIATELY STABILIZED OR PLACED IN SOIL STOCKPILES AND STABILIZED.

ALL BUILDING MATERIAL AND WASTES MUST BE REMOVED FROM THE SITE AND RECYCLED IN ACCORDANCE WITH DEP'S SOLID WASTE REGULATIONS (25 PA CODE 260.1 ET SEQ., 271.1 ET SEQ., AND 287.1 ET SEQ.), AND/OR ANY ADDITIONAL LOCAL, STATE OR FEDERAL REGULATIONS. NO BUILDING MATERIALS (USED OR UNUSED) OR WASTE MATERIALS SHALL BE BURNED, BURIED, DUMPED OR DISCHARGED AT THE SITE.

THE SITE WILL NEED TO HAVE FILL IMPORTED FROM AN OFF SITE LOCATION, THE RESPONSIBILITY FOR PERFORMING ENVIRONMENTAL DUE DILIGENCE AND

CLEAN FILL IS DEFINED AS: UNCONTAMINATED, NON-WATER SOLUBLE, NON-DECOMPOSABLE, INFRT, SOLID MATERIAL, THE TERM INCLUDES SOLL ROCK STONE, DREDGED MATERIAL, USED ASPHALT, AND BRICK, BLOCK OR CONCRETE FROM CONSTRUCTION AND DEMOLITION ACTIVITIES THAT IS SEPARATE FROM OTHER WASTE AND IS RECOGNIZABLE AS SUCH. THE TERM DOES NOT INCLUDE MATERIALS PLACED IN OR ON THE WATERS OF THE COMMONWEALTH UNLESS OTHERWISE AUTHORIZED. (THE TERM "USED ASPHALT" DOES NOT INCLUDE MILLED ASPHALT OR ASPHALT THAT HAS BEEN PROCESSED FOR

ENVIRONMENTAL DUE DILIGENCE: INVESTIGATIVE TECHNIQUES, INCLUDING, BUT NOT LIMITED TO, VISUAL PROPERTY INSPECTIONS, ELECTRONIC DATA BASE SEARCHES, REVIEW OF PROPERTY OWNERSHIP, REVIEW OF PROPERTY USE HISTORY, SANBORN MAPS, ENVIRONMENTAL QUESTIONNAIRES, TRANSACTION SCREENS, ANALYTICAL TESTING, ENVIRONMENTAL ASSESSMENTS OR AUDITS. ANALYTICAL TESTING IS NOT A REQUIRED PART OF DUE DILIGENCE UNLESS VISUAL INSPECTION AND/OR REVIEW OF THE PAST LAND USE OF THE PROPERTY INDICATES THAT THE FILL MAY HAVE BEEN SUBJECTED TO A SPILL OR RELEASE OF REGULATED SUBSTANCE. IF THE FILL MAY HAVE BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE. IT MUST BE TESTED TO DETERMINE IF IT QUALIFIES AS CLEAN FILL. TESTING SHOULD BE PERFORMED IN ACCORDANCE WITH APPENDIX A OF THE DEPARTMENT'S POLICY "MANAGEMENT OF FILL".

BMP MAINTENANCE

THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROPER CONSTRUCTION STABILIZATION. AND MAINTENANCE OF ALL TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES AND RELATED ITEMS INCLUDED WITHIN THIS PLAN. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR THE PROPER CONSTRUCTION AND STABILIZATION OF PERMANENT CONTROL MEASURES AND RELATED ITEMS INCLUDED WITHIN THIS PLAN. DURING CONSTRUCTION THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING INSPECTIONS OF THE BMPS AFTER EACH RUNOFF EVENT AS WELL AS ON A WEEKLY BASIS. THE CONTRACTOR SHALL KEEP A LOG OF ALL INPECTIONS AND MAINTENANCE PERFORMED ON THE BMPS

THE OWNER WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PERMANENT CONTROL MEASURES SOIL SEDIMENT REMOVED FROM ANY TEMPORARY CONTROL MEASURE DURING REGULAR MAINTENANCE WILL BE INCORPORATED BACK INTO THE EARTHWORK AS FILL ON THE SITE. SOIL SEDIMENT MATERIAL SHALL BE DISTRIBUTED ON-SITE WITHOUT CHANGING DRAINAGE PATTERNS DURING A

SILT FENCE AND ROCK FILTERS WILL BE INSPECTED ONCE A WEEK OR AFTER EVERY STORM EVENT, WHICHEVER COMES FIRST. ANY NECESSARY REPAIRS WILL BE MADE IMMEDIATELY. ACCUMULATED SEDIMENTS WILL BE REMOVED AS REQUIRED TO KEEP THE FENCE FUNCTIONAL. DEPOSITS WILL BE REMOVED WHERE ACCUMULATIONS REACH 1/2 THE ABOVE GROUND HEIGHT OF THE FENCE/ FILTER. UNDERCUTTING OR EROSION OF THE TOE ANCHOR OF THE SILT FENCE WILL BE REPLACED IMMEDIATELY WITH ROCK FILTER OUTLETS. ANY MANUFACTURER'S RECOMMENDATIONS WILL BE ADHERED TO FOR

THE CONSTRUCTION ENTRANCE WILL BE INSPECTED AT THE END OF EACH WORK DAY. THE THICKNESS WILL BE CONSTANTLY MAINTAINED TO THE

SPECIFIED DIMENSION BY ADDING ROCK. A STOCKPILE OF ROCK MATERIAL WILL BE MAINTAINED ON THE SITE FOR THIS PURPOSE. AT THE END OF EACH CONSTRUCTION DAY, ANY SEDIMENT DEPOSITED ON PUBLIC ROADWAYS, WILL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE. WASHING OF THE ROADWAY WITH WATER WILL NOT BE PERMITTED.

LIMITING EXPOSED EXTENT AND DURATION OF DISTURBED AREAS

THE INITIAL PHASE OF THE PROPOSED PROJECT CONSISTS OF ESTABLISHING THE SOIL EROSION CONTROL MEASURES IN A SEQUENCE APPROPRIATE TOWARD LIMITING SOIL EROSION. THE EXTENT OF DISTURBED LAND HAS BEEN LIMITED TO INCLUDE ONLY THOSE AREAS REQUIRED FOR THE DEVELOPMENT OF THE SUBJECT SITE. ALL SEDIMENT AND EROSION CONTROL PRACTICES ARE TO BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE OR IN THEIR PROPER SEQUENCE AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED. UPON COMPLETION OR TEMPORARY CESSATION OF THE EARTH DISTURBANCE ACTIVITY, OR ANY STAGE THEREOF, THE PROJECT SITE SHALL BE IMMEDIATELY STABILIZED. THE SEQUENCE OF CONSTRUCTION ACTIVITIES IS OUTLINED IN THE SEQUENCE OF CONSTRUCTION CONTAINED HEREIN AND ON THE DRAWINGS.

PROTECTION OF EXISTING DRAINAGE FEATURES AND VEGETATION

THE PROJECT PROPOSES TO MINIMIZE DISTURBANCE TO THE EXISTING VEGETATION AT THE SITE BY ONLY PROPOSING DISTURBANCE IN THE AREA WHERE NEEDED. THE SITE VEGETATION PROPOSED FOR DISTURBANCE IS MAINLY SCRUB VEGETATION AND VINES WHICH ARE CURRENTLY DETRIMENTAL TO THE LARGE TREES ON THE SOUTHERN PROPERTY LINE.

THE PROJECT DESIGN LIMITS THE BULK/ MASS EARTHWORK TO BE PERFORMED AS MUCH AS POSSIBLE. ADDITIONALLY, SOIL COMPACTION WILL NOT BE

REQUIRED OTHER THAN IN PROPOSED IMPERVIOUS AREAS. FEATURES AND MEASURES TO MINIMIZE STORMWATER RUNOFF

TEMPORARY STABILIZATION: UPON COMPLETION OR TEMPORARY CESSATION OF THE EARTH DISTURBANCE ACTIVITY, OR ANY STAGE THEREOF, THE PROJECT SITE SHALL BE IMMEDIATELY STABILIZED. THE DISTURBED AREAS WILL ALSO BE MULCHED WITH UNROTTED STRAW OR SALT HAY. TEMPORARY STABILIZATION MEASURES ARE SPECIFIED ON SOIL EROSION AND SEDIMENT POLLUTION CONTROL DETAIL PLANS.

PERMANENT STABILIZATION: ALL SLOPES AND DISTURBED AREAS SHALL BE STABILIZED WITH PERMANENT SEEDING AND LANDSCAPING AS SOON AS POSSIBLE AFTER THE FINAL EARTHMOVING AND CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED. AREAS THAT ARE PROPOSED TO HAVE SPECIFIC LINING SHALL BE STABILIZED WITH THE SPECIFIED LINING AS SOON AS THE EARTHMOVING AND CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED. TEMPORARY SOIL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL A UNIFORM EROSION RESISTANT PERENNIAL VEGETATIVE COVER OF THE DISTURBED AREA IS ESTABLISHED. PERMANENT STABILIZATION MEASURES ARE SPECIFIED ON THE EROSION AND SEDIMENT POLLUTION CONTROL DETAIL

SOLIDS SEPARATION: PRIOR TO ANY SITE DISTURBANCE OR CONSTRUCTION ACTIVITIES, A GRAVEL BUFFER WILL BE INSTALLED AT THE EXISTING DRIVEWAYS TO SERVE AS A CONSTRUCTION ENTRANCE. IN ADDITION, FILTER FABRIC FENCING WILL BE INSTALLED AROUND THE PROJECT AREA, DOWNGRADIENT FROM ANY DISTURBANCE, TO PREVENT SEDIMENT FROM LEAVING THE SITE. FILTER FABRIC SILT FENCING WILL BE CONSTRUCTED AND WILL REMAIN OPERATIONAL UNTIL PERMANENT CONTROL MEASURES ARE IN PLACE.

TEMPORARY SEEDING:

DISTURBED AREA ON WHICH ACTIVITY HAS CEASED MUST BE SEEDED AND MULCHED IMMEDIATELY.

2. DURING NON-GERMINATING PERIODS, ONLY MULCH MUST BE APPLIED AT THE RECOMMENDED RATES. AREAS MULCHED DURING THE NON-GERMINATING PERIODS, MUST BE LIMED, FERTILIZED, SEEDED, AND MULCHED IMMEDIATELY FOLLOWING THE END OF THE NON-GERMINATING PERIODS

3. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN ONE (1) YEAR MAY BE SEEDED AND MULCHED WITH A QUICK GROWING TEMPORARY SEED MIXTURE.

4. DISTURBED AREAS WHICH ARE AT EITHER FINISHED GRADE OR WILL NOT BE DISTURBED AGAIN WITHIN ONE (1)

YEAR MUST BE SEEDED WITH A PERMANENT SEED MIXTURE AND MULCHED. TEMPORARY SEEDING STEPS:

A. APPLY AGRICULTURAL LIMESTONE AT A RATE OF ONE (1) TON PER ACRE. (5 POUNDS PER, 1000 SQUARE FEET) B. APPLY FERTILIZER AT THE RATE OF 50-50-50 PER ACRE.

WORK THE LIMESTONE AND FERTILIZER INTO THE SOIL. UTILIZING THE FOLLOWING SEEDING TYPES, RATES AND TIME SCHEDULE

TEMPORARY SEEDING SEASON <u>TYPE</u> MARCH 1 TO JUNE 15 1 LB./1000 SF ANNUAL RYEGRASS MAY 15 TO SEPT 15 1 LB./1000 SF SUDAN GRASS

SEPT 15 TO OCT 15 168 LB./AC WINTER RYE APPLY STRAW MULCH (IN ACCORDANCE WITH SECTION NO. 4) AT A RATE OF THREE (3) TONS PER ACRE.

PERMANENT SEEDING:

1. DISTURBED AREAS WHICH ARE EITHER AT FINISHED GRADE OR WILL NOT BE DISTURBED AGAIN WITHIN ONE (1) YEAR MUST BE SEEDED WITH A PERMANENT SEED MIXTURE AND MULCHED.

2. SEEDING SHALL BE DONE DURING PERIODS FROM APRIL 15TH TO OCTOBER PT, UNLESS OTHERWISE DIRECTED. IF SEEDING IS DONE AFTER OCTOBER 1", DORMANT SEED MUST BE USED AND DISTURBED AREAS MUST BE

MINIMUM OF 8" OF TOPSOIL (OR TO THE DEPTH ENCOUNTERED ON SITE, WHICHEVER IS GREATER) SHALL BE SPREAD OVER ALL AREAS TO BE SEEDED. TOPSOIL SHALL BE FREE OF STONES, STICKS, WASTE MATERIAL AND SIMILAR DEBRIS. FROZEN GROUND SHALL NOT BE SPREAD AS TOPSOIL AND TOPSOIL SHALL NOT BE SPREAD OVER FROZEN GROUND.

B. A SOIL ANALYSIS IS RECOMMENDED, HOWEVER, IN LIEU OF AN ANALYSIS APPLY AGRICULTURAL LIMESTONE AND FERTILIZER AT RATES RECOMMENDED BELOW (OR AS SUGGESTED BY THE SOIL TEST RESULTS (ONE (1) TEST PER 25 ACRES)). THE LIMESTONE AND FERTILIZER SHALL BE WORKED INTO THE SOIL TO DEPTHS OF 3 TO 4 INCHES. D.

GRASS SHALL NOT BE PLANTED AFTER HEAVY RAIN OR WATERING. ALL SEED USED SHALL BE LABELED IN ACCORDANCE WITH THE U.S. DEPARTMENT OF AGRICULTURE RULES AND REGULATIONS UNDER THE FEDERAL SEED ACT IN EFFECT AT THE TIME OF PURCHASE. INERT MATTER SHALL NOT EXCEED 15% AND BLUE TAG CERTIFIED SEED SHALL BE SUPPLIED WHEREVER POSSIBLE. SMOOTH AND FIRM SEED BED WITH CULTIPACKER OR SIMILAR EQUIPMENT PRIOR TO SEEDING, APPLY SEED

UNIFORMLY BY BROADCASTING, DRILLING OR HYDRO SEEDING. COVER SEEDS WITH '/2" OF SOIL WITH SUITABLE EQUIPMENT APPLY STRAW MULCH (IN ACCORDANCE WITH SECTION NO. 4) AT A RATE OF THREE (3) TONS PER ACRE.

PERMANENT SEEDING FOR NORMAL MOWED LAWN AREAS:

RATE TYPE MARCH 1 TO JUNE 1 & AUG 15 TO OCT 1 2 LBS./1000 SF KY31 TALL FESCUE AND RED TOP 12% OCT 1 TO MARCH 1 & JUNE 1 TO AUG 1 2 LBS./1000 SF RED TOP*

((*) USE DORMANT SEED. UNIFORMLY APPLIED, WORKING INTO A DEPTH OF 1/4 INCH. THE USE OF MULCH IS REQUIRED. THE USE OF NETTING OR EROSION CONTROL MATS MAY BE REQUIRED.)

PERMANENT SEEDING FOR SPECIAL AREAS (SWALES, POND EMBANKMENTS, LEVEES, DIVERSION CHANNELS, ETC):

MARCH 1 TO JUNE 1 & AUG 15 TO OCT 1 2 LBS./1000 SF KY31 TALL FESCUE 80% AND RYEGRASS 20%

NOTE: SEEDING PERIODS AND SPECIFICATIONS MAY VARY DUE TO SITE CONDITIONS AND VARIANCES FROM THE TIME THIS REPORT IS WRITTEN AND APPROVED. IT MAY BE NECESSARY TO ADAPT SEED SPECIFICATION, VARIETIES, AND QUALITIES. FOR SPECIAL CONDITIONS CONSULT "GUIDELINE FOR RECLAMATION OF SEVERELY <u>DISTURBED AREAS"</u>, PENNSYLVANIA STATE UNIVERSITY.

FERTILIZER: A SOIL ANALYSIS IS RECOMMENDED BUT IN LIEU OF AN ANALYSIS APPLY AGRICULTURAL LIMESTONE AT A RATE OF FOUR (4) TONS/ACRE AND 10-20-20 FERTILIZED AT A RATE OF 50 LBS. PER 1000 SF. THESE MATERIALS WILL BE UNIFORMLY APPLIED AND WORKED INTO THE TOPSOIL TO A DEPTH OF 3 TO 4 INCHES. IMMEDIATELY BEFORE SEEDING, A 1 0- 1 0- 10 FERTILIZER WILL BE WORKED INTO THE SURFACE AT A RATE OF 10 LBS. PER 1000 SF.

HYDRO SEEDING: LIME AND SEED SHALL BE AS SPECIFIED ABOVE, AND FERTILIZER SHALL BE APPLIED AT A RATE OF 40-80. CROWN VETCH SHALL BE INOCULATED AT FOUR TIMES THE MANUFACTURER'S RATE. SHOULD FERTILIZER BE APPLIED WITH THE INOCULANT, THE MIXTURE SHALL NOT REMAIN IN A SLURRY FOR MORE THAN ONE HOUR. WOOD CELLULOSE FIBER, APPLIED AT A RATE OF 35 LBS. PER 1000 SF, MAY BE APPLIED AS PART OF THE SLURRY IN LIEU OF MULCHING. SYNTHETIC MULCH BINDER, SUCH AS CURASOL, DCA-70, TERRE-TACK OR AN APPROVED EQUAL SHALL BE USED PER THE MANUFACTURER'S INSTRUCTIONS TO ANCHOR

6. MULCHING: MULCHING SHALL BE APPLIED AS FOLLOWS:

A. STRAW — SHALL BE ALL DRIED AND FREE FROM UNDESIRABLE SEEDS AND COURSE MATERIAL, APPLY AT A RATE OF 115 TO 150 LBS. PER 1000 SF OR 3 TONS PER ACRE. MULCHED AREAS SHALL BE CHECKED PERIODICALLY AND IMMEDIATELY AFTER STORMS AND WIND. DAMAGED OR MISSING MULCH SHALL BE REPLACED. A TACKIFIER APPLIED AFTER STRAW IS RECOMMENDED. TACKIFIER MAY BE ASPHALT OR POLYMER SPRAY. APPLY AT A RATE RECOMMENDED BY THE MANUFACTURER WITH SUITABLE EQUIPMENT. IN LIEU OF MANUFACTURERS RECOMMENDATIONS APPLY AT A RATE OF .04 TO .06 GALLONS PER SQUARE

B. NETTING / EROSION CONTROL BLANKETS - THE USE AND INSTALLATION OF EROSION CONTROL BLANKETS OR NETTING SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATION AND SHALL BE SELECTED FOR THE PROPER APPLICATION AND CONDITIONS.

UTILITY TRENCHING GUIDELINES:

- CONSTRUCTION REQUIREMENTS
- A. LIMIT ADVANCE CLEARING AND GRUBBING OPERATIONS TO A DISTANCE EQUAL TO TWO TIMES THE LENGTH OF PIPE INSTALLATION THAT CAN BE COMPLETED IN ONE DAY.
- B. WORK CREWS AND EQUIPMENT FOR TRENCHING, PLACEMENT OF PIPE, PLUG CONSTRUCTION AND BACKFILLING WILL BE SELF CONTAINED AND SEPARATE FROM CLEARING AND GRUBBING AND SITE RESTORATION AND STABILIZATION OPERATIONS.
- C. LIMIT DAILY TRENCH EXCAVATION TO THE LENGTH OF PIPE PLACEMENT, PLUG INSTALLATION AND BACKFILLING THAT CAN BE COMPLETED THE SAME DAY.
- D. WATER WHICH ACCUMULATES IN THE OPEN TRENCH WILL BE COMPLETELY REMOVED BY PUMPING AS REQUIRED, TO A FACILITY FOR REMOVAL OF SEDIMENTS IN
- E. ON THE DAY FOLLOWING PIPE PLACEMENT AND TRENCH BACKFILLING, THE DISTURBED AREA WILL BE GRADED TO FINAL CONTOURS AND APPROPRIATE TEMPORARY EROSION AND SEDIMENT POLLUTION CONTROL MEASURES/FACILITIES WILL BE INSTALLED. SEEDING AND MULCHING OF ALL DISTURBED AREAS WILL BE DONE AT THE END OF

2. EXCEPTIONS - IN CERTAIN CASES TRENCHES CANNOT BE BACKFILLED UNTIL THE PIPE IS HYDROSTATICALLY TESTED, OR ANCHORS AND OTHER PERMANENT FEATURES ARE INSTALLED IN THESE CASES, ALL OF THE REQUIREMENTS LISTED UNDER ITEM 1 WILL REMAIN IN EFFECT WITH THE FOLLOWING EXCEPTIONS:

A. DAILY BACKFILLING OF THE TRENCH MAY BE DELAYED FOR SIX DAYS. ALI PRESSURE TESTING AND THE COMPLETE BACKFILLING OF THE OPEN TRENCH MUST BE COMPLETED BY THE SEVENTH WORKING DAY

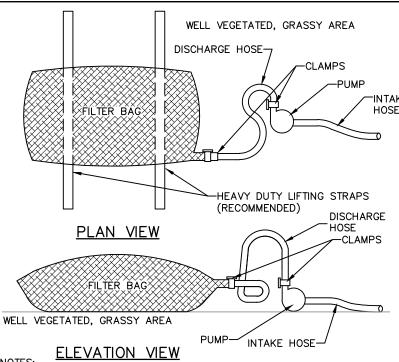
B. IF DAILY BACKFILLING IS DELAYED, THE DISTURBED AREA WILL BE GRADED TO FINAL CONTOURS, APPROPRIATE TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES/FACILITIES WILL BE INSTALLED, AND THE AREAS SEEDED AND MULCHED WITHIN THE NEXT TWO CALENDAR DAYS.

RECYCLIING/ DISPOSAL OF MATERIALS THE CONSTRUCTION WASTES ANTICIPATED INCLUDE DEMOLITION MATERIALS FROM THE

ACCORDANCE WITH PADEP GUIDELINES

BUILDING AND SITE DEMOLITION AND EXCESS BUILDING MATERIAL SUCH AS

ALL BUILDING MATERIAL AND WASTES MUST BE REMOVED FROM THE SITE AND RECYCLED IN ACCORDANCE WITH DEP'S SOLID WASTE REGULATIONS (25 PA CODE 260.1 ET SEQ., 271.1 ET SEQ., AND 287.1 ET SEQ.), AND/OR ANY ADDITIONAL LOCAL, STATE OR FEDERAL REGULATIONS. NO BUILDING MATERIALS (USED OR UNUSED) OR WASTE MATERIALS SHALL BE BURNED, BURIED, DUMPED OR DISCHARGED



LOW VOLUME FILTER BAGS SHALL BE MADE FROM NON-WOVEN GEOTEXTILE MATERIAL SEWN WITH HIGH STRENGTH, DOUBLE STITCHED "J TYPE SEAMS. THEY SHALL BE CAPABLE OF TRAPPING PARTICLES LARGER THAN 150 MICRONS. HIGH VOLUME FILTER BAGS SHALL BE MADE FROM WOVEN GEOTEXTILES THAT MEET THE FOLLOWING STANDARDS: PROPERTY TEST METHOD MINIMUM STANDARD
AVG. WIDE WIDTH STRENGTH ASTM D-4884 60 LB/IN

GRAB TENSILE	ASTM D-4632	205 LB
PUNCTURE	ASTM D-4833	110 LB
MULLEN BURST	ASTM D-3786	350 PSI
UV RESISTANCE	ASTM D-4355	70%
AOS % RETAINED	ASTM D-4751	80 SIEVE
A SUITABLE MEANS OF ACCES FOR DISPOSAL PURPOSES SHA REPLACED WHEN THEY BECOM	ALL BE PROVIDED. I	FILTER BAGS SHALL BE

SHALL BE KEPT AVAILABLE FOR REPLACEMENT OF THOSE THAT HAVE

FAILED OR ARE FILLED. BAGS SHALL BE PLACED ON STRAPS TO FACILITATE REMOVAL UNLESS BAGS COME WITH LIFTING STRAPS ALREADY

BAGS SHALL BE LOCATED IN WELL-VEGETATED (GRASSY) AREA. DISCHARGE ONTO STABLE, EROSION RESISTANT AREAS. WHERE THIS IS NOT POSSIBLE, A GEOTEXTILE UNDERLAYMENT AND FLOW PATH SHALL PROVIDED. BAGS MAY BE PLACED ON FILTER STONE TO INCREAS DISCHARGE CAPACITY, BAGS SHALL NOT BE PLACED ON SLOPES GREATER THAN 5%. FOR SLOPES EXCEEDING 5%, CLEAN ROCK OR OTHER NON-ERODIBLE AND NON-POLLUTING MATERIAL MAY BE PLACED UNDER THE BAG TO REDUCE SLOPE STEEPNESS.

NO DOWNSLOPE SEDIMENT BARRIER IS REQUIRED FOR MOST INSTALLATIONS. COMPOST BERM OR COMPOST FILTER SOCK SHALL BE INSTALLED BELOW BAGS LOCATED IN HQ OR EV WATERSHEDS, WITHIN 50 FEET OF ANY RECEIVING SURFACE WATER OR WHERE GRASSY AREA IS NOT AVAILABLE. THE PUMP DISCHARGE HOSE SHALL BE INSERTED INTO THE BAGS IN THE MANNER SPECIFIED BY THE MANUFACTURER AND SECURELY CLAMPED. A PIECE OF PVC PIPE IS RECOMMENDED FOR THIS PURPOSE.

THE PUMPING RATE SHALL BE NO GREATER THAN 750 GPM OR 1/2 THE MAXIMUM SPECIFIED BY THE MANUFACTURER, WHICHEVER IS LESS. PUMP INTAKES SHALL BE FLOATING AND SCREENED.

FILTER BAGS SHALL BE INSPECTED DAILY. IF ANY PROBLEM IS DETECTED,

PUMPING SHALL CEASE IMMEDIATELY AND NOT RESUME UNTIL THE PROBLEM IS CORRECTED STANDARD CONSTRUCTION DETAIL #3-16 PUMPED WATER FILTER BAG

STARTING AT TOP OF

SLOPE, ROLL BLANKETS IN

DIRECTION OF WATER FLOW

OVERLAP BLANKET ENDS 6 IN. MIN. -WITH THE UPSLOPE BLANKED

OVERLYING THE DOWNSLOPE BLANKET

(SHINGLE STYLE). STAPLE SECURELY.

PROVIDE ANCHOR TRENCH AT TOE OF SLOPE IN SIMILAR FASHION AS AT TOP OF SLOPE.

SLOPE SURFACE SHALL BE FREE OF ROCKS, CLODS, STICKS, AND GRASS

HOUSE

DIVERSION SWALE-

FILTER FABRIC FENCE, COMPOST FILTER SOCK OR

SEDIMENT FILTER LOG (TYP.

SEED AND SOIL AMENDMENTS SHALL BE APPLIED ACCORDING TO THE RATES IN THE PLAN DRAWINGS PRIOR TO

BLANKET SHALL HAVE GOOD CONTINUOUS CONTACT WITH UNDERLYING SOIL THROUGHOUT ENTIRE LENGTH. LAY

BLANKET LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH SOIL. DO NOT STRETCH

THE BLANKET SHALL BE STAPLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

BLANKETED AREAS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT UNTIL PERENNIAL

DAMAGED OR DISPLACED BLANKETS SHALL BE RESTORED OR REPLACED WITHIN 4 CALENDAR DAYS.

STREET OR ROADWAY

PLAN VIEW

THE UPSLOPE DIVERSION CHANNEL SHOULD BE INSTALLED WHEREVER THE LOT EXTENDS MORE

THAN 150 FEET ABOVE THE ROADWAY OR WHERE RUNOFF FORM AREAS ABOVE THE LOT IS

NOT OTHERWISE DIVERTED AWAY FROM THE LOT. THE CHANNEL SHOULD BE PROPERLY SIZED

AND PROVIDED WITH A SUITABLE PROTECTIVE LINING. THE DESIGNER AND/OR CONTRACTOR

MUST EXERCISE CAUTION TO PROTECT ALL DOWNSTREAM PROPERTY OWNERS WHEN SELECTING

STANDARD CONSTRUCTION DETAIL #10-1

TYPICAL ON-LOT BMPs FOR LOT ABOVE ROADWAY

VEGETATION IS ESTABLISHED TO A MINIMUM UNIFORM 70% COVERAGE THROUGHOUT THE BLANKETED AREA.

STANDARD CONSTRUCTION DETAIL #11-1

EROSION CONTROL BLANKET INSTALLATION

OUTLET SWALE

DRAINAGEWAY

) ADEQUATE

-DIRECT RUNOFF FROM

ENTRANCE

SEDIMENT BARRIER

DRIVEWAY TO

OVERLAPPED

(4 IN. MIN.)

THE BLANKET SHOULD-

NOT BE STRETCHED:

T MUST MAINTAIN

GOOD SOIL CONTACT

NOTES:

INSTALL BEGINNING OF ROLL

TRENCH, STAPLE, BACKFILL

PREPARE SEED BED

(INCLUDING APPLICATION OF LIME,

FERTILIZER AND SEED) PRIOR TO BLANKET INSTALLATION

REFER TO MANUF, RECOMMENDED

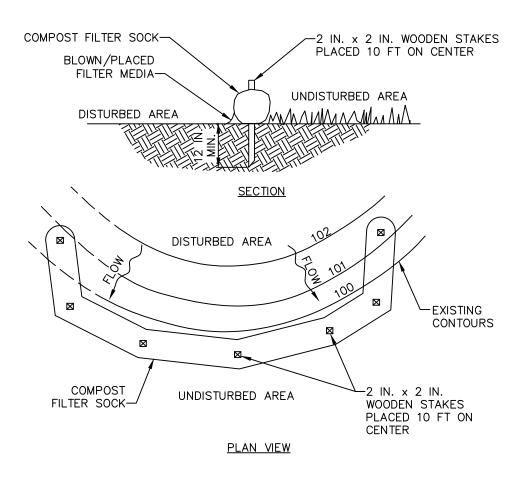
STAPLING PATTERN FOR

STEEPNESS AND LENGTH OF

SLOPE BEING BLANKETED

IN 6 IN. x 6 IN. ANCHOR

AND COMPACT SOIL



SOCK FABRIC SHALL MEET STANDARDS OF TABLE 4.1 OF THE PA DEP EROSION CONTROL MANUAL. COMPOST SHALL MEET THE STANDARDS OF TABLE 4.2 OF THE PA DEP EROSION

BARRIER SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN BARRIER ALIGNMENT. MAXIMUM SLOPE LENGTH ABOVE ANY BARRIER SHALL NOT EXCEED THAT SPECIFIED FOR THE SIZE OF THE SOCK AND THE SLOPE OF ITS TRIBUTARY AREA. TRAFFIC SHALL NOT BE PERMITTED TO CROSS COMPOST FILTER SOCKS

COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE. BOTH ENDS OF THE

ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES 1/2 THE ABOVE GROUND HEIGHT OF THE BARRIER AND DISPOSED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN. COMPOST FILTER SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT.

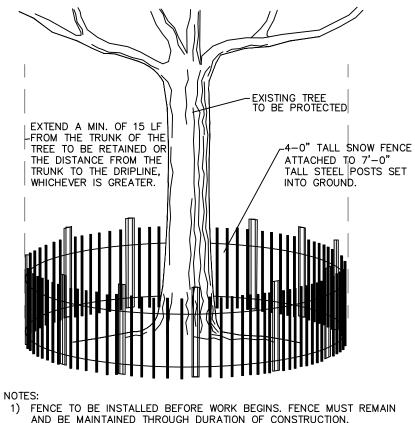
DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION. BIODEGRADABLE COMPOST FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS; PHOTODEGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED

FILTER=5/6 HEIGHT

OF STRAW BALES OR

ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.

> STANDARD CONSTRUCTION DETAIL #4-1 COMPOST FILTER SOCK



AND BE MAINTAINED THROUGH DURATION OF CONSTRUCTION. 2) ORANGE CONSTRUCTION FENCE MAY BE SUBSTITUTED FOR SNOW

5) A FORTY-EIGHT-INCH-HIGH WOODEN SNOW FENCE MOUNTED ON STEEL

3) THE TREE PROTECTION ZONE THAT IS DELINEATED ON THE SITE PRIOR TO CONSTRUCTION SHALL CONFORM TO THE APPROVED DEVELOPMENT 4) ALL TREES SCHEDULED TO REMAIN SHALL BE MARKED; WHERE GROUPS OF TREES EXIST, ONLY THE TREES ON THE EDGE NEED TO BE MARKED.

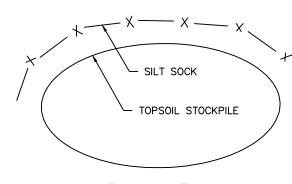
POSTS, LOCATED FIGHT FFFT ON CENTER, OR OTHER DELINEATION APPROVED BY THE TOWNSHIP, SHALL BE PLACED ALONG THE BOUNDARY OF THE TREE PROTECTION ZONE. 6) WHEN THE TREE PROTECTION FENCE HAS BEEN INSTALLED, IT SHALL BE INSPECTED AND APPROVED BY THE TOWNSHIP PRIOR TO CLEARING

AND FURTHER CONSTRUCTION. 7) FENCING ALONG THE TREE PROTECTION ZONE SHALL BE MAINTAINED UNTIL ALL WORK/CONSTRUCTION HAS BEEN COMPLETED; ANY DAMAGED PROTECTIVE FENCE SHALL BE REPLACED AND REPAIRED IMMEDIATELY. 8) TREES BEING REMOVED SHALL NOT BE FELLED, PUSHED, OR PULLED

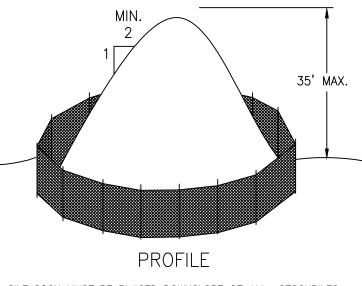
RETAINED.

TREE PROTECTION FENCING DETAIL

INTO A TREE PROTECTION ZONE OR INTO TREES THAT ARE TO BE



PLAN VIEW



OUTLET CROSS-SECTION SILT SOCK MUST BE PLACED DOWNSLOPE OF ALL STOCKPILES IMMFDIATELY APPLY TEMPORARY SEEDING TO ALL STOCKPILES STRAW BALES-WHICH WILL REMAIN IN PLACE 20 DAYS OR MORE. OR FILTER FABRIC -WOOD POSTS STOCKPILE AREA DETAIL

COMPOST LAYER

FIRMI Y

►AASHTO NO. 57

6 IN. MIN

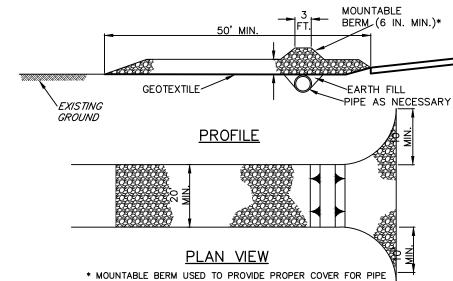
<u>1 MIN</u>. ANCHORED

UP-SLOPE FACE

-R-3 ROCK

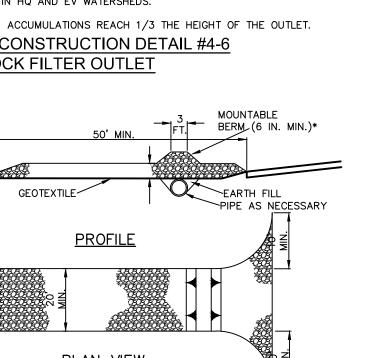
A ROCK FILTER OUTLET SHALL BE INSTALLED WHERE FAILURE OF A SILT FENCE OR STRAW BALE BARRIER HAS OCCURRED DUE TO CONCENTRATED FLOW. ANCHORED COMPOST LAYER SHALL BE USED ON UPSLOPE FACE IN HQ AND EV WATERSHEDS.

SEDIMENT SHALL BE REMOVED WHEN ACCUMULATIONS REACH 1/3 THE HEIGHT OF THE OUTLET. STANDARD CONSTRUCTION DETAIL #4-6 ROCK FILTER OUTLET



MOUNTABLE BERM SHALL BE INSTALLED WHEREVER OPTIONAL CULVERT PIPE IS USED AND PROPER PIPE COVER AS SPECIFIED BY MANUFACTURER IS NOT OTHERWISE PROVIDED. PIPE SHALL BE SIZED APPROPRIATELY FOR SIZE OF DITCH BEING CROSSED. MAINTENANCE: ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY. IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON ROADWAY, EXTEND LENGTH OF ROCK CONSTRUCTION ENTRANCE BY 50 FOOT INCREMENTS UNTIL CONDITION IS ALLEVIATED OR INSTALL WASH RACK. WASHING THE ROADWAY OR SWEEPING THE DEPOSITS INTO ROADWAY DITCHES, SEWERS, CULVERTS, OR OTHER DRAINAGE COURSES IS NOT ACCEPTABLE.

STANDARD CONSTRUCTION DETAIL #3-1



REMOVE TOPSOIL PRIOR TO INSTALLATION OF ROCK CONSTRUCTION ENTRANCE. EXTEND ROCK OVER FULL WIDTH OF ENTRANCE. RUNOFF SHALL BE DIVERTED FROM ROADWAY TO A SUITABLE SEDIMENT REMOVAL BMP PRIOR TO ENTERING ROCK

ROCK CONSTRUCTION ENTRANCE

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Drawing No.

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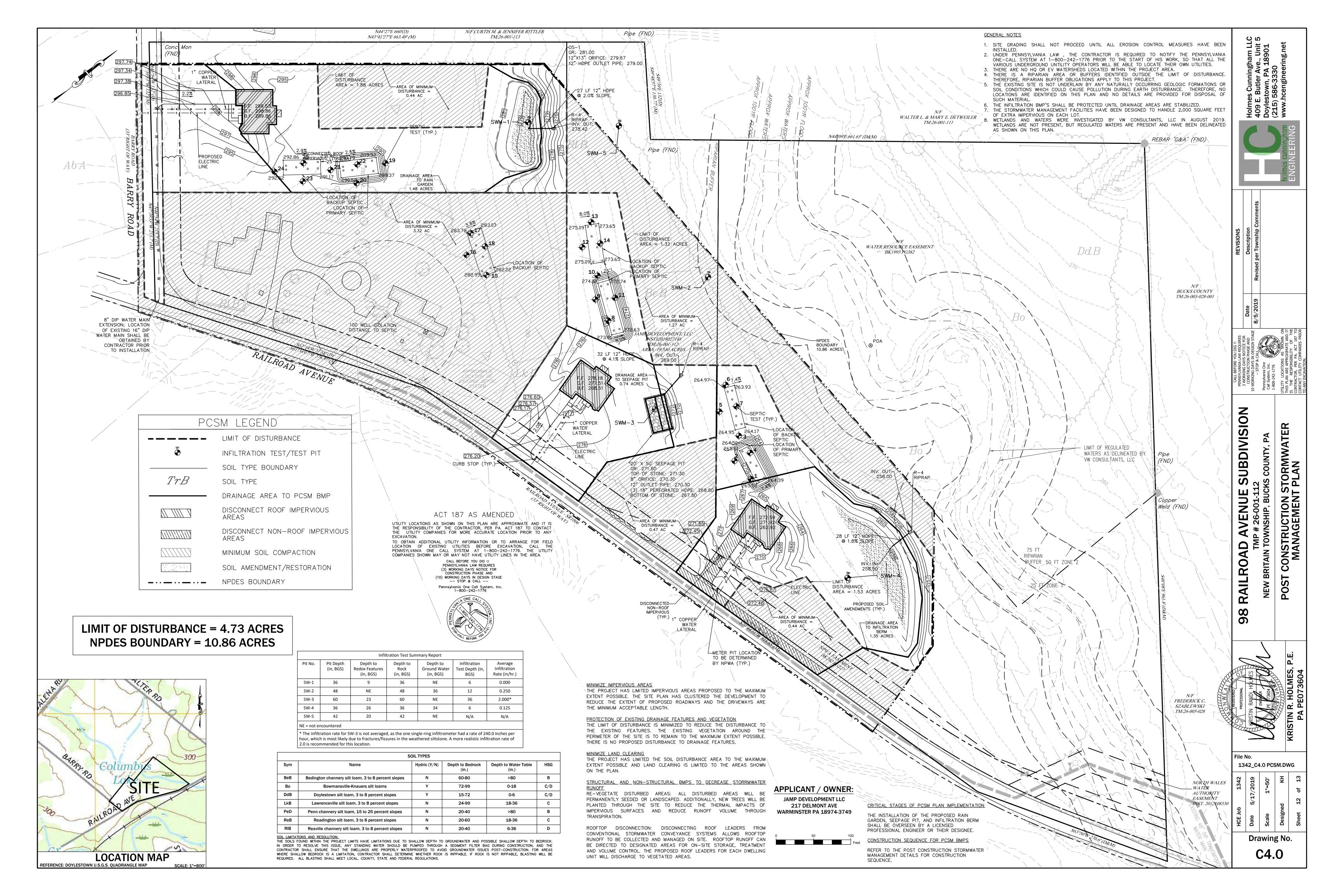
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3. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN ONE (1) YEAR MAY BE SEEDED AND MULCHED WITH A QUICK GROWING TEMPORARY SEED MIXTURE. 4. DISTURBED AREAS WHICH ARE AT EITHER FINISHED GRADE OR WILL NOT BE DISTURBED AGAIN WITHIN ONE (1) YEAR MUST BE SEEDED BOTTOM OF BERM = 258.00 WITH A PERMANENT SEED MIXTURE AND MULCHED.

A. APPLY AGRICULTURAL LIMESTONE AT A RATE OF ONE (1) TON PER ACRE. (5 POUNDS PER, 1000 SQUARE FEET) B. APPLY FERTILIZER AT THE RATE OF 50-50-50 PER ACRE.

C. WORK THE LIMESTONE AND FERTILIZER INTO THE SOIL. D. UTILIZING THE FOLLOWING SEEDING TYPES, RATES AND TIME SCHEDULE

TEMPORARY SEEDING SEASON RATE MARCH 1 TO JUNE 15 1 LB./1000 SF ANNUAL RYEGRASS MAY 15 TO SEPT 15 1 LB./1000 SF SUDAN GRASS

SEPT 15 TO OCT 15 WINTER RYE 168 LB./AC E. APPLY STRAW MULCH (IN ACCORDANCE WITH SECTION NO. 4) AT A RATE OF THREE (3) TONS PER ACRE.

6. ALL SEED SHALL BE LABELED, DATED AND QUALITY CONSISTENT WITH SECTION NO. 2 PERMANENT SEEDING:

1. DISTURBED AREAS WHICH ARE EITHER AT FINISHED GRADE OR WILL NOT BE DISTURBED AGAIN WITHIN ONE (1) YEAR MUST BE SEEDED WITH A PERMANENT SEED MIXTURE AND MULCHED.

2. SEEDING SHALL BE DONE DURING PERIODS FROM APRIL 15TH TO OCTOBER PT, UNLESS OTHERWISE DIRECTED. IF SEEDING IS DONE AFTER OCTOBER 1", DORMANT SEED MUST BE USED AND DISTURBED AREAS MUST BE MULCHED.

3. DISTURBED FINAL GRADED AREAS AND DRAINAGE SWALES WILL BE PERMANENTLY SEEDED AS FOLLOWS: A. MINIMUM OF 8" OF TOPSOIL (OR TO THE DEPTH ENCOUNTERED ONSITE, WHICHEVER IS GREATER) SHALL BE SPREAD OVER ALL AREAS TO BE SEEDED. TOPSOIL SHALL BE FREE OF STONES, STICKS, WASTE MATERIAL AND SIMILAR DÉBRIS. FROZEN GROUND SHALL NOT BE

SPREAD AS TOPSOIL AND TOPSOIL SHALL NOT BE SPREAD OVER FROZEN GROUND. B. A SOIL ANALYSIS IS RECOMMENDED, HOWEVER, IN LIEU OF AN ANALYSIS APPLY AGRICULTURAL LIMESTONE AND FERTILIZER AT RATES

RECOMMENDED BELOW (OR AS SUGGESTED BY THE SOIL TEST RESULTS (ONE (1) TEST PER 25 ACRES)). THE LIMESTONE AND FERTILIZER SHALL BE WORKED INTO THE SOIL TO DEPTHS OF 3 TO 4 INCHES. D. GRASS SHALL NOT BE PLANTED AFTER HEAVY RAIN OR WATERING.

THE FEDERAL SEED ACT IN EFFECT AT THE TIME OF PURCHASE. INERT MATTER SHALL NOT EXCEED 15% AND BLUE TAG CERTIFIED SEED SHALL BE SUPPLIED WHEREVER POSSIBLE. E. SMOOTH AND FIRM SEED BED WITH CULTIPACKER OR SIMILAR EQUIPMENT PRIOR TO SEEDING. APPLY SEED UNIFORMLY BY

D. ALL SEED USED SHALL BE LABELED IN ACCORDANCE WITH THE U.S. DEPARTMENT OF AGRICULTURE RULES AND REGULATIONS UNDER

BROADCASTING, DRILLING OR HYDRO SEEDING. COVER SEEDS WITH '/2" OF SOIL WITH SUITABLE EQUIPMENT. F. APPLY STRAW MULCH (IN ACCORDANCE WITH SECTION NO. 4) AT A RATE OF THREE (3) TONS PER ACRE.

PERMANENT SEEDING FOR NORMAL MOWED LAWN AREAS: RATE TYPE

MARCH 1 TO JUNE 1 & AUG 15 TO OCT 1 2 LBS./1000 SF KY31 TALL FESCUE OCT 1 TO MARCH 1 & JUNE 1 TO AUG 1 2 LBS./1000 SF RED TOP*

((*) USE DORMANT SEED, UNIFORMLY APPLIED, WORKING INTO A DEPTH OF 1/4 INCH. THE USE OF MULCH IS REQUIRED. THE USE OF NETTING OR EROSION CONTROL MATS MAY BE REQUIRED.)

PERMANENT SEEDING FOR SPECIAL AREAS (SWALES, POND EMBANKMENTS, LEVEES, DIVERSION CHANNELS, ETC):

RATE MARCH 1 TO JUNE 1 & AUG 15 TO OCT 1 2 LBS./1000 SF KY31 TALL FESCUE 80% AND RYEGRASS 20%

NOTE: SEEDING PERIODS AND SPECIFICATIONS MAY VARY DUE TO SITE CONDITIONS AND VARIANCES FROM THE TIME THIS REPORT IS WRITTEN AND APPROVED. IT MAY BE NECESSARY TO ADAPT SEED SPECIFICATION, VARIETIES, AND QUALITIES. FOR SPECIAL CONDITIONS

WORKED INTO THE TOPSOIL TO A DEPTH OF 3 TO 4 INCHES. IMMEDIATELY BEFORE SEEDING, A 1 0- 10 FERTILIZER WILL BE WORKED

CONSULT "GUIDELINE FOR RECLAMATION OF SEVERELY DISTURBED AREAS", PENNSYLVANIA STATE UNIVERSITY. 4. FERTILIZER: A SOIL ANALYSIS IS RECOMMENDED BUT IN LIEU OF AN ANALYSIS APPLY AGRICULTURAL LIMESTONE AT A RATE OF FOUR (4) TONS/ACRE AND 10-20-20 FERTILIZED AT A RATE OF 50 LBS. PER 1000 SF. THESE MATERIALS WILL BE UNIFORMLY APPLIED AND

INTO THE SURFACE AT A RATE OF 10 LBS. PER 1000 SF. 5. HYDRO SEEDING: LIME AND SEED SHALL BE AS SPECIFIED ABOVE, AND FERTILIZER SHALL BE APPLIED AT A RATE OF 40-80. CROWN VETCH SHALL BE INOCULATED AT FOUR TIMES THE MANUFACTURER'S RATE. SHOULD FERTILIZER BE APPLIED WITH THE INOCULANT, THE MIXTURE SHALL NOT REMAIN IN A SLURRY FOR MORE THAN ONE HOUR. WOOD CELLULOSE FIBER, APPLIED AT A RATE OF 35 LBS, PER 1000 SF, MAY BE APPLIED AS PART OF THE SLURRY IN LIEU OF MULCHING, SYNTHETIC MULCH BINDER, SUCH AS CURASOL, DCA-70.

TERRE-TACK OR AN APPROVED EQUAL SHALL BE USED PER THE MANUFACTURER'S INSTRUCTIONS TO ANCHOR THE MULCH. 6. MULCHING: MULCHING SHALL BE APPLIED AS FOLLOWS: A. STRAW — SHALL BE ALL DRIED AND FREE FROM UNDESIRABLE SEEDS AND COURSE MATERIAL, APPLY AT A RATE OF 115 TO 150 LBS.
PER 1000 SF OR 3 TONS PER ACRE. MULCHED AREAS SHALL BE CHECKED PERIODICALLY AND IMMEDIATELY AFTER STORMS AND WIND.
DAMAGED OR MISSING MULCH SHALL BE REPLACED. A TACKIFIER APPLIED AFTER STRAW IS RECOMMENDED. TACKIFIER MAY BE ASPHALT OR POLYMER SPRAY. APPLY AT A RATE RECOMMENDED BY THE MANUFACTURER WITH SUITABLE EQUIPMENT. IN LIEU OF

MANUFACTURERS RECOMMENDATIONS APPLY AT A RATE OF .04 TO .06 GALLONS PER SQUARE YARD.

B. NETTING / EROSION CONTROL BLANKETS - THE USE AND INSTALLATION OF EROSION CONTROL BLANKETS OR NETTING SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATION AND SHALL BE SELECTED FOR THE PROPER APPLICATION AND CONDITIONS.

SITE SPECIFIC CONSTRUCTION SEQUENCE 1. CONTACT THE BUCKS COUNTY CONSERVATION DISTRICT (215-345-7577), PLUMSTEAD TOWNSHIP AND NEW BRITAIN TWP. ENGINEER AT LEAST THREE (3) WORKING DAYS PRIOR TO SITE DISTURBANCE. 2. EACH STAGE OF THE SEQUENCE OF CONSTRUCTION MUST BE COMPLETED PRIOR TO INITIATION OF THE NEXT STAGE OF THE SEQUENCE OF CONSTRUCTION. CONSTRUCTION

MAY OVERLAP INTO A SUBSEQUENT PHASE AS LONG AS ALL EROSION CONTROL MEASURES HAVE BEEN INSTALLED IN THE PREVIOUS PHASE.

3. INSTALL CONSTRUCTION ENTRANCES AT SITE ACCESS, STOCKPILE AREAS, AND SILT SOCK WHERE SHOWN ON THE PLAN. STRIP TOPSOIL AND STOCKPILE WHERE SHOWN ON PLAN. ALL STRIPPED TOPSOIL STOCKPILES SHALL HAVE TEMPORARY SEEDING INSTALLED.

CONSTRUCT STORMWATER BMPS AS SHOWN ON THE PLAN ROUGH GRADE SITE AND BUILDING PADS. INSTALL TEMPORARY EROSION CONTROL BLANKETS.

. INSTALL SUBBASE AND GRAVEL FOR THE DRIVEWAYS. . CONSTRUCT BUILDINGS.

. COMPLETE FINAL GRADING AFTER THE BUILDINGS ARE COMPLETED AND APPLY PERMANENT SEEDING MIXTURE AND INSTALL ALL REQUIRED PLANTINGS 10. UPON COMPLETION OF THE STRUCTURES AND STABILIZATION OF TRIBUTARY AREAS, CONSTRUCT INFILTRATION BERM AND RAIN GARDEN BY EXCAVATING STORMWATER BMP TO PROVIDE AMENDED SOILS, UNDERDRAIN AND BERM AS SHOWN ON THE PCSM PLAN. DEPOSIT ADDITIONAL SOIL IN DESIGNATED LOCATIONS AND IMMEDIATELY STABILIZE. CONSTRUCT SEEPAGE PIT. CONSTRUCTION OF THESE BMPS REQUIRE THE OVERSIGHT OF A LICENSED PROFESSIONAL. 11. FLUSH ALL AFFECTED STORM DRAINAGE PIPES OF ACCUMULATED SILT.

12. UPON COMPLETE STABILIZATION OF SITE, REMOVE EROSION CONTROL DEVICES, REMOVE TEMPORARY ORIFICE PLATES AND INSTALL PERMANENT STORMWATER BMPS THE SITE SHALL BE CONSIDERED STABILIZED WHEN THE PERMANENT VEGETATION HAS PROVIDED A 70% GROUNDCOVER. 13. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENTATION CONTROLS MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENTATION CONTROLS AFTER EACH STORM EVENT OR ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN-OUT, REPAIR. REPLACEMENT, REGRADING, RESEEDING, REMULCHING AND RENETTING, MUST BE PERFORMED IMMEDIATELY.

14. UPON COMPLETION OF ALL WORK, THE NOTICE OF TERMINATION (N.O.T.) FORM SHALL BE FILED WITH THE BUCKS COUNTY CONSERVATION DISTRICT.

15. ONCE ALL UPSTREAM MEASURES FOR EACH BMP HAVE BEEN STABILIZED ON EACH LOT, THE INDIVIDUAL BMP FOR THAT LOT MAY BE CONSTRUCTED PER THE SEQUENCES 16. CONTRACTOR SHALL NOTIFY THE TOWNSHIP ENGINEER PRIOR TO INSTALLATION OF THE STORMWATER BMPS FOR A REQUIRED INSPECTION.

INFILTRATION BERM

1. INSTALL TEMPORARY SEDIMENT AND EROSION CONTROL BMPS AS PER THE PENNSYLVANIA EROSION AND SEDIMENT POLLUTION CONTROL PROGRAM MANUAL. 2. COMPLETE SITE GRADING AND STABILIZE WITHIN THE LIMIT OF DISTURBANCE EXCEPT WHERE INFILTRATION BERMS WILL BE CONSTRUCTED; MAKE EVERY EFFORT TO MINIMIZE BERM FOOTPRINT

AND NECESSARY ZONE OF DISTURBANCE (INCLUDING BOTH REMOVAL OF EXITING VEGETATION AND DISTURBANCE OF EMPTY SOIL) IN ORDER TO MAXIMIZE INFILTRATION.
3. LIGHTLY SCARIFY THE SOIL IN THE AREA OF THE PROPOSED BERM BEFORE DELIVERING SOIL TO SITE. BRING IN FILL MATERIAL TO MAKE UP THE MAJOR PORTION OF THE BERM. SOIL SHOULD BE ADDED IN 8-INCH LIFTS AND COMPACTED AFTER EACH ADDITION ACCORDING TO DESIGN SPECIFICATIONS. THE SLOPE AND SHAPE OF THE BERM SHOULD GRADED OUT AS SOIL IS ADDED. 5. PROTECT THE SURFACE PONDING AREA AT THE BASE OF THE BERM FROM COMPACTION. IF COMPACTION OF THIS AREA DOES OCCUR, SCARIFY SOIL TO A DEPTH OF AT LEAST 8 INCHES. . COMPLETE FINAL GRADING OF THE BERM AFTER THE TOP LAYER OF SOIL IS ADDED. TAMP SOIL DOWN LIGHTLY AND SMOOTH SIDES OF THE BERM. THE CREST AND BASE OF THE BERM

SHOULD BE AT LEVEL GRADE. 7. PLANT BERM WITH TURF, MEADOW PLANTS, SHRUBS OR TREES, AS DESIRED. 8. MULCH PLANTED AND DISTURBED AREAS WITH COMPOST MULCH TO PREVENT EROSION WHILE PLANTS BECOME ESTABLISHED.

SEEPAGE PIT 1. PROTECT INFILTRATION AREA FROM COMPACTION PRIOR TO INSTALLATION.

2. IF POSSIBLE, INSTALL DRY WELLS DURING LATER PHASES OF SITE CONSTRUCTION TO PREVENT SEDIMENTATION AND/OR DAMAGE FROM CONSTRUCTION ACTIVITY . INSTALL AND MAINTAIN PROPER EROSION AND SEDIMENT CONTROL MEASURES DURING CONSTRUCTION AS PER THE PENNSYLVANIA EROSION AND SEDIMENT POLLUTION

CONTROL PROGRAM MANUAL (MARCH 2000, OR LATEST EDITION). 4. EXCAVATE DRY WELL BOTTOM TO A UNIFORM, LEVEL UNCOMPACTED SUBGRADE FREE FROM ROCKS AND DEBRIS. DO NOT COMPACT SUBGRADE. TO THE GREATEST EXTENT POSSIBLE, EXCAVATION SHOULD BE PERFORMED WITH THE LIGHTEST PRACTICAL EQUIPMENT. EXCAVATION EQUIPMENT SHOULD BE PLACED OUTSIDE THE LIMITS OF THE DRY 5. COMPLETELY WRAP DRY WELL WITH NONWOVEN GEOTEXTILE. (IF SEDIMENT AND/OR DEBRIS HAVE ACCUMULATED IN DRY WELL BOTTOM, REMOVE PRIOR TO GEOTEXTILE ELEV. 270.30

PLACEMENT.) GEOTEXTILE ROLLS SHOULD OVERLAP BY A MINIMUM OF 24 INCHES WITHIN THE TRENCH. FOLD BACK AND SECURE EXCESS GEOTEXTILE DURING STONE PLACEMEN[®] 6. INSTALL CONTINUOUSLY PERFORATED PIPE, OBSERVATION WELLS, AND ALL OTHER DRY WELL STRUCTURES. CONNECT ROOF LEADERS TO STRUCTURES AS INDICATED ON

7. PLACE UNIFORMLY GRADED, CLEAN-WASHED AGGREGATE IN 6-INCH LIFTS, LIGHTLY COMPACTING BETWEEN LIFTS. 8. FOLD AND SECURE NONWOVEN GEOTEXTILE OVER TRENCH, WITH MINIMUM OVERLAP OF 12-INCHES.

9. PLACE 12-INCH LIFT OF APPROVED TOPSOIL OVER TRENCH, AS INDICATED ON PLANS.

11. CONNECT SURCHARGE PIPE TO ROOF LEADER AND POSITION OVER SPLASHBOARD. 12. INSTALL IRON PINS AT THE CORNERS OF EACH PIT TO DENOTE AREA OF RESTRICTIONS.
13. DO NOT REMOVE EROSION AND SEDIMENT CONTROL MEASURES UNTIL SITE IS FULLY STABILIZED.

RAIN GARDEN CONSTRUCTION SEQUENCE

1. IF ANY UNFAVORABLE CONDITIONS ARE ENCOUNTERED DURING THE INSTALLATION OF THE RAIN GARDENS (I.E. GROUNDWATER AND/OR BEDROCK PINNACLES OF CARBONATE BEDROCK, ETC.), THE OWNER/ENGINEER SHOULD BE NOTIFIED IMMEDIATELY SINCE THE PROPOSED RAIN GARDEN MAY NEED TO BE RELOCATED TO A MORE SUITABLE

INSTALL TEMPORARY SEDIMENT CONTROL BMPS AS SHOWN ON THE PLANS.

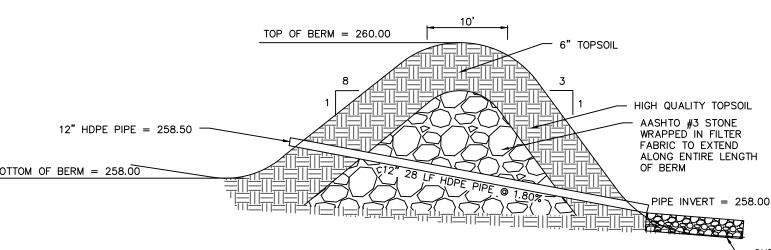
3. RAIN GARDEN AND ALL PROPOSED BMPS SHALL BE INSTALLED PRIOR TO THE INSTALLATION OF ANY IMPERVIOUS IMPROVEMENTS.
4. EXISTING SUB-GRADE IN BIOINFILTRATION AREAS SHALL NOT BE COMPACTED OR SUBJECTED TO EXCESSIVE CONSTRUCTION EQUIPMENT TRAFFIC.
5. INITIAL EXCAVATION CAN BE PERFORMED DURING ROUGH SITE GRADING BUT SHALL NOT BE CARRIED TO WITHIN ONE FEET OF THE FINAL BOTTOM ELEVATION. FINAL EXCAVATION SHOULD NOT TAKE PLACE UNTIL ALL DISTURBED AREAS IN THE DRAINAGE AREA HAVE BEEN STABILIZED. RAIN GARDEN BED AREAS MAY BE USED AS TEMPORARY SEDIMENT FACILITIES PROVIDED THAT THE PROPOSED FINISH ELEVATION OF THE BED IS 12 INCHES LOWER THAN THE BOTTOM ELEVATION OF THE SEDIMENT TRAP. IF SEDIMENT FACILITIES ARE LOCATED WITHIN 12 INCHES OF BMP ELEVATION, CONTRACTOR SHALL EXCAVATE MATERIAL TO A DEPTH 36 INCHES BELOW FINAL GRADE AND REPLACE WILL 12 INCHES OF CLEAN, LIGHTLY COMPACTED SOIL PRIOR TO PLACING PLANTING SOIL.

6. WHERE EROSION OF SUB-GRADE HAS CAUSED ACCUMULATION OF FINE MATERIALS AND/OR SURFACE PONDING IN THE GRADED BOTTOM, THIS MATERIAL SHALL BE REMOVED WITH LIGHT EQUIPMENT AND THE UNDERLYING SOILS SCARIFIED TO A MINIMUM DEPTH OF 6 INCHES WITH A YORK RAKE OR EQUIVALENT BY LIGHT TRACTOR. 7. BRING SUBGRADE OF BIOINFILTRATION AREA TO LINE, GRADE AND ELEVATIONS INDICATED. FILL AND LIGHTLY REGRADE ANY AREAS DAMAGED BY EROSION, PONDING OR 8. UPON COMPLETION OF THE SUBGRADE WORK, THE ENGINEER SHALL BE NOTIFIED AND SHALL INSPECT AT THE ENGINEER'S DISCRETION BEFORE PROCEEDING WITH

9. PLANTING SOIL SHALL BE PLACED IMMEDIATELY AFTER APPROVAL OF SUBGRADE. ANY ACCUMULATION OF DEBRIS OR SEDIMENT THAT TAKES PLACE AFTER APPROVAL OF SUBGRADE SHALL BE REMOVED PRIOR TO INSTALLATION OF PLANTING SOIL AT NO EXTRA COST TO THE OWNER. 10. INSTALL PLANTING SOIL IN 18 INCH MAXIMUM LIFTS AND LIGHTLY COMPACT (TAMP WITH BACKHOE OR BY HAND). KEEP EQUIPMENT MOVING TO A MINIMUM. DO NOT OVER COMPACT. INSTALL PLANTING SOIL TO GRADES SHOWN ON PLANS.

11. SEED RAIN GARDEN ACCORDING TO RAIN GARDEN SEEDING SPECIFICATIONS. 12. PROTECT RAIN GARDENS FROM SEDIMENT AT ALL TIMES. HAYBALES, DIVERSION BERMS AND/OR OTHER APPROPRIATE MEASURES SHALL BE USED AT THE TOE OF THE SLOPES THAT ARE ADJACENT TO THE RAIN GARDENS TO PREVENT SEDIMENT FROM WASHING INTO THESE AREAS DURING SITE DEVELOPMENT. 13. WHEN SITE IS FULLY VEGETATED AND THE SOIL MANTLE IS STABILIZED THE PLAN DESIGNER SHALL BE NOTIFIED AND SHALL INSPECT THE RAIN GARDEN DRAINAGE AREA AT

<u>PLAN VIEW</u> THE ENGINEER'S DISCRETION BEFORE THE AREA IS BROUGHT ONLINE AND SEDIMENT CONTROL DEVICES REMOVED. SEEPAGE PIT OUTLET STRUCTURE DETAIL 14. CONTINUOUS MOISTURE FOR 4-6 WEEKS MUST BE INSURED TO ALLOW PROPER GERMINATION, IF RAIN DOES NOT OCCUR CONTRACTOR SHALL PROVIDE SUPPLEMENTAL IRRIGATION TO NEWLY SEEDED AREAS PER INSTRUCTIONS INCLUDED IN SEEDING SPECIFICATION.



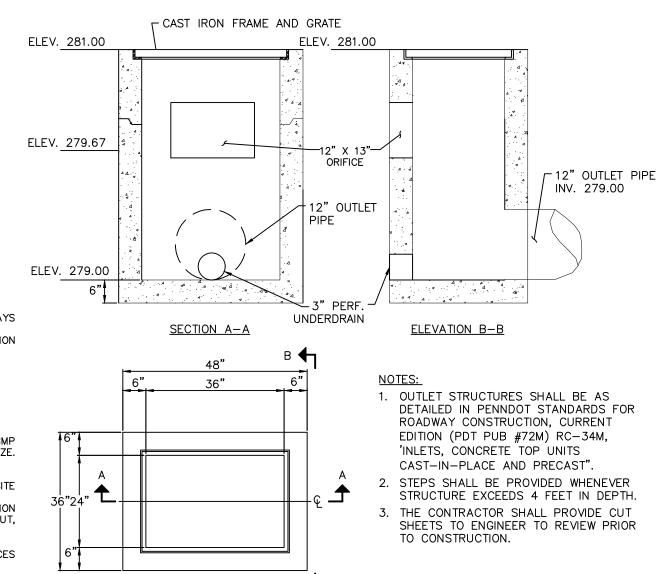
INFILTRATION BERMS SHOULD BE CONSTRUCTED ALONG (PARALLEL TO) CONTOURS AT A CONSTANT ELEVATION. SOIL. A BERM MAY CONSIST ENTIRELY OF HIGH QUALITY TOPSOIL. TO REDUCE COST, ONLY THE TOP FOOT NEEDS TO CONSIST OF HIGH UALITY TOPSOIL, WITH WELL-DRAINED SOIL MAKING UP THE REMAINDER OF THE BERM. THE USE OF GRAVEL IS NOT RECOMMENDED IN THE LAYERS DIRECTLY UNDERNEATH THE TOPSOIL BECAUSE OF THE TENDENCY OF THE SOIL TO WASH THROUGH THE GRAVEL. IN SOME CASES, THE USE OF CLAY MAY BE REQUIRED DUE TO ITS COHESIVE QUALITIES (ESPECIALLY WHERE THE BERM HEIGHT IS HIGH OR RELATIVELY STEEPLY SLOPED). HOWEVER, WELL-COMPACTED SOIL USUALLY IS SUFFICIENT PROVIDED THAT THE ANGLE OF REPOSE (SEE BELOW) IS NOT EXCEEDED FOR THE SOIL MEDIUM USED.

HE ANGLE OF REPOSE OF SOIL IS THE ANGLE AT WHICH THE SOIL WILL REST AND NOT BE SUBJECT TO SLOPE FAILURE. THE ANGLE OF REPOSE OF ANY SOIL WILL VARY WITH THE TEXTURE, WATER CONTENT, COMPACTION, AND VEGETATIVE COVER. TYPICAL ANGLES OF REPOSE ARE GIVEN BELOW: NON-COMPACTED CLAY: 5-20% DRY SAND: 33%

LOAM: 35-40% COMPACTED CLAY: 50-80% 4. IF A BERM IS TO BE MOWED, THE SLOPE SHOULD NOT EXCEED A 4:1 RATIO (HORIZONTAL TO VERTICAL) IN ORDER TO AVOID "SCALPING" INFILTRATION BERMS LOCATED ALONG SLOPES SHOULD BE COMPOSED OF LOW BERMS (LESS THAN 12 INCHES HIGH) AND SHOULD BE VEGETATED. SUBSURFACE SOILS SHOULD BE UNCOMPACTED TO ENCOURAGE INFILTRATION BEHIND THE BERMS

INFILTRATION BERM DETAIL

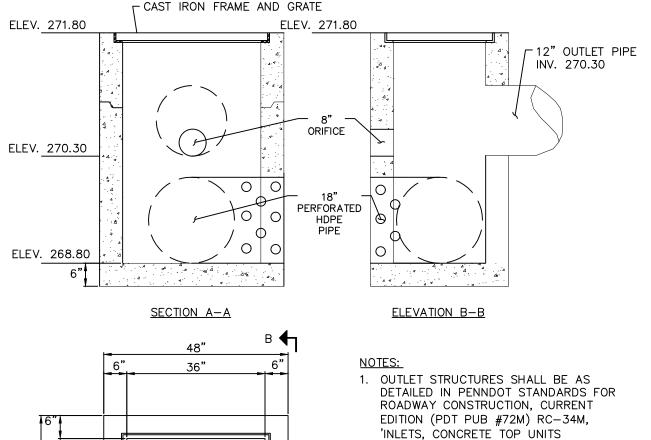
-OUTLET STRUCTURE (SEE PLAN) - BMP SOIL MIX (MIN. 12" DEPTH EXCEPT WHERE UNDERDRAIN) NON-WOVEN GEOTEXTILE FOR SUBSURFACE (MIRAFI 140NL OR APPROVED EQUAL) " PERFORATED PIPE@0.0% UNCOMPACTED 3/4" GRAVEL WRAPPED RAIN GARDEN UNDERDRAIN DETAIL IN FILTER FABRIC (6" DEPTH & 2' WIDE WHERE



UNDERDRAIN SHOWN)

RAIN GARDEN OUTLET STRUCTURE DETAIL

<u>PLAN VIEW</u>



TO CONSTRUCTION.

CAST-IN-PLACE AND PRECAST".

STEPS SHALL BE PROVIDED WHENEVER

STRUCTURE EXCEEDS 4 FEET IN DEPTH.

THE CONTRACTOR SHALL PROVIDE CUT

SHEETS TO ENGINEER TO REVIEW PRIOR

BMP MAINTENANCE/RESTRICTIONS PLAN
NOTE: AN ANNUAL REPORT SHALL BE SUBMITTED TO THE TOWNSHIP STATING THE FOLLOWING MAINTENANCE HAS BEEN PERFORMED.

THE HOMEOWNER IS RESPONSIBLE FOR MAINTENANCE OF THE STORMWATER CONVEYANCE SYSTEM AND ALL PROPOSED STORMWATER BMP'S ON THEIR LOT.

1. STORMWATER CONVEYANCE SYSTEM

• CATCH BASINS, MANHOLES AND PIPES TO BE INSPECTED FOR CLOGGING AND EXCESSIVE DEBRIS AND SEDIMENT ACCUMULATION AT LEAST ANNUALLY AS WELL AS AFTER EVERY STORM EXCEEDING 1-INCH • ALL STRUCTURAL COMPONENTS MUST BE INSPECTED FOR CRACKING, SUBSIDENCE, BREACHING, WEARING, AND DETERIORATION AT LEAST ANNUALLY.

2. <u>INFILTRATION BERM</u> • REGULARLY INSPECT TO ENSURE THEY ARE INFILTRATING; MONITOR DRAWDOWN TIME AFTER MAJOR STORM INSPECT ANY STRUCTURAL COMPONENTS, SUCH AS INLET STRUCTURES TO ENSURE PROPER FUNCTIONALITY . IF PLANTED IN TURF GRASS, MAINTAIN BY MOWING. OTHER VEGETATION WILL REQUIRE LESS MAINTENANCE.

AVOID RUNNING HEAVY EQUIPMENT OVER THE INFILTRATION AREA AT THE BASE OF THE BERMS. THE CREST OF THE BERM MAY BE USED AS ACCESS FOR HEAVY EQUIPMENT WHEN NECESSARY TO LIMIT DISTURBANCE. ROUTINELY REMOVE ACCUMULATED TRASH AND DEBRIS. REMOVE INVASIVE PLANTS AS NEEDED

TREES AND SHRUBS MAY REQUIRE ANNUAL MULCHING, WHILE MEADOW PLANTING REQUIRES ANNUAL MOWING AND

· INSPECT FOR SIGNS OF FLOW CHANNELIZATION; RESTORE LEVEL GRADIENT IMMEDIATELY AFTER DEFICIENCIES ARE SEEPAGE PITS

• INSPECT SEEPAGE PITS AT LEAST FOUR TIMES A YEAR, AS WELL AS AFTER EVERY STORM EXCEEDING 1 INCH. • DISPOSE OF SEDIMENT, DEBRIS/TRASH, AND ANY OTHER WASTE MATERIAL REMOVED FROM A DRY WELL AT SUITABLE DISPOSAL/RECYCLING SITES AND IN COMPLIANCE WITH LOCAL, STATE, AND FEDERAL WASTE EVALUATE THE DRAIN-DOWN TIME OF THE PIT TO ENSURE THE MAXIMUM TIME OF 72 HOURS IS NOT BEING EXCEEDED. IF DRAIN-DOWN TIMES ARE EXCEEDING THE MAXIMUM, DRAIN THE DRY WELL VIA PUMPING AND CLEAN OUT PERFORATED PIPING, IF INCLUDED. IF SLOW DRÁINAGE PERSISTS, THE SYSTEM MAY NEED REGULARLY CLEAN OUT GUTTERS AND ENSURE PROPER CONNECTIONS TO FACILITATE THE EFFECTIVENESS OF

 REPLACE FILTER SCREEN THAT INTERCEPTS ROOF RUNOFF AS NECESSARY. IF AN INTERMEDIATE SUMP BOX EXISTS, CLEAN IT OUT AT LEAST ONCE PER YEAR
 NO STRUCTURES OR LANDSCAPING SHALL BE INSTALLED OVER ANY SEEPAGE PIT.

 RAIN GARDEN
 RAIN GARDENS SHOULD BE INSPECTED FOR CLOGGING AND EXCESSIVE DEBRIS AND SEDIMENT ACCUMULATION AT LEAST ANNUALLY AS WELL AS AFTER EVERY STORM EXCEEDING 1-INCH OF RAINFALL WHILE VEGETATION IS BEING ESTABLISHED, PRUNING AND WEEDING MAY BE REQUIRED • DETRITUS MAY ALSO NEED TO BE REMOVED EVERY YEAR. PERENNIAL PLANTINGS MAY BE CUT DOWN AT THE END OF THE GROWING SEASON. . THE RAIN GARDEN SHOULD BE INSPECTED AT LEAST TWO TIMES PER YEAR FOR SEDIMENT BUILDUP, EROSION, VEGETATIVE CONDITIONS. ET DURING PERIODS OF EXTENDED DROUGHT, THE RAIN GARDEN MAY REQUIRE WATERING • TREES AND SHRUBS SHOULD BE INSPECTED TWICE PER YEAR TO EVALUATE HEALTH.

RAIN GARDEN FLOOR SEEDING

SEED IN ERNST SEED MIX (ERNMX-180); RAIN GARDEN AREA MIX SEEDING RATE IS 20 LBS. PER ACRE WITH 30 LBS. PER ACRE GRAIN RYE (COVER CROP)

ERNMX-180 RAIN GARDEN AREA MIX 26% River Oats, PA/VA Ecotype blend (Chasmanthium latifolium (Uniola latifolia), PA/VA Ecotype blend) 17% Virginia Wildrye, PA Ecotype (Elymus virginicus, PA Ecotype) 15% Fowl Bluegrass (Poa palustris)

10% Fox Sedge, PA Ecotype (Carex vulpinoidea, PA Ecotype) 6% Purple Coneflower (Echinacea purpurea) 4% Blackeyed Susan, Coastal Plain NC Ecotype (Rudbeckia hirta, Coastal Plain NC Ecotype) 3% Zigzag Aster, PA Ecotype (Aster prenanthoides (Symphyotrichum p.), PA Ecotype)

3% Blue False Indigo, Southern WV Ecotype (Baptisia australis, Southern WV Ecotype) 3% Ohio Spiderwort, PA Ecotype (Tradescantia ohiensis, PA Ecotype) 2% Lanceleaf Coreopsis, Coastal Plain NC Ecotype (Coreopsis lanceolata, Coastal Plain NC Ecotype) 2% Wild Bergamot, PA Ecotype (Monarda fistulosa, PA Ecotype)

2% Wild Senna, VA & WV Ecotype (Senna hebecarpa (Cassia h.), VA & WV Ecotype) 2% Autumn Bentgrass, PA Ecotype (Agrostis perennans, PA Ecotype) 2% Marsh (Dense) Blazing Star (Spiked Gayfeather), PA Ecotype (Liatris spicata, PA Ecotype) 1% Early Goldenrod, PA Ecotype (Solidago juncea, PA Ecotype)

1% Oxeye Sunflower, PA Ecotype (Heliopsis helianthoides, PA Ecotype) 1% Swamp Milkweed, PA Ecotype (Asclepias incarnata, PA Ecotype)

RAIN GARDEN LANDSCAPE MAINTENANCE

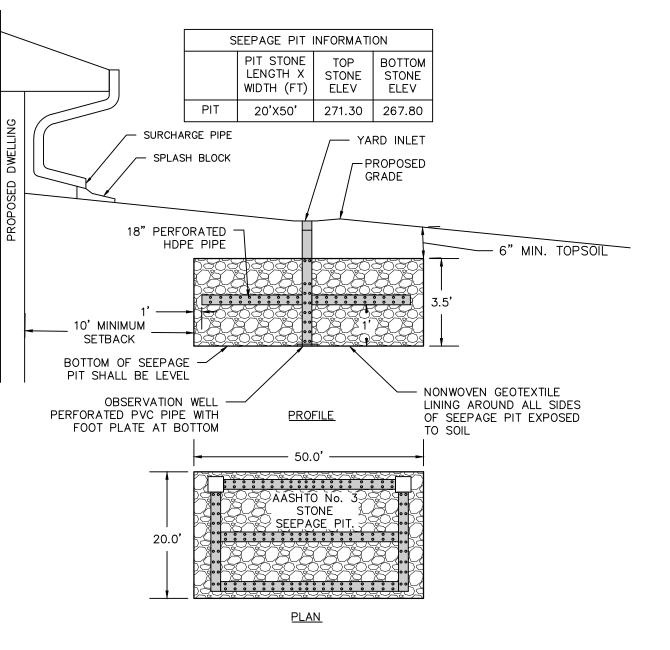
THIS RAIN GARDEN IS DESIGNED TO BECOME NATURALIZED OVER TIME AND WILL REQUIRE LESS MAINTENANCE AS TIME GOES ON.

MOWING - ESTABLISH AND MAINTAIN A NO-MOW ZONE THAT ENCOMPASSES THE FLOOR AND SIDE SLOPES. MOW THE NO-MOW ZONE 1X/YEAR TO A MINIMUM HEIGHT OF 6". (ANNUALLY IN LATE APRIL/ EARLY MAY). RAKE MOWN MATERIAL AND COMPOST OR DISPOSE OF OFF SITE.

<u>INSPECTIONS</u> — INSPECT RAIN GARDEN AND NO-MOW ZONES FOR INVASIVE SPECIES SUCH AS PURPLE LOOSESTRIFE, PHRAGMITES, HONEYSUCKLE, ETC. (ANNUALLY IN JULY). IF INVASIVE SPECIES ARE FOUND REMOVE PER RECOMMENDED STANDARDS FOR SPECIFIC SPECIES FOLLOWING GUIDELINES BY PA DCNR (DEPT OF CONSERVATION & NATURAL RESOURCES).

<u>CLEANING</u> - REMOVE TRASH AND DEBRIS (JANUARY & APRIL)

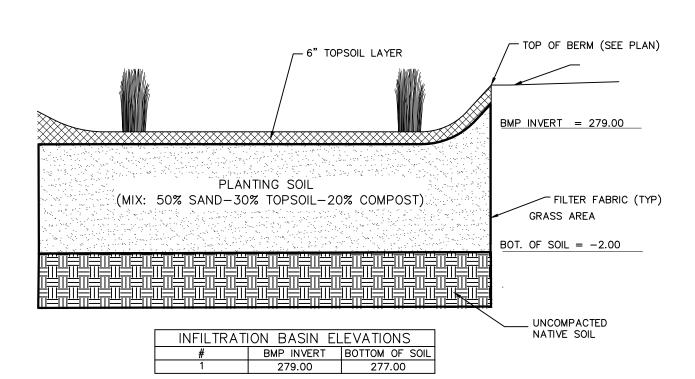
RAIN GARDEN PLANTING NOTES



1. MAINTAIN MINIMUM SEPARATION BETWEEN SEEPAGE PIT AND BUILDING FOUNDATION WALL OF 10 FEET. 2. THE PROPERTY OWNER IS RESPONSIBLE FOR THE PROPER OPERATION AND MAINTENANCE OF THE STORMWATER SEEPAGE BED. THE OWNER SHALL INSPECT, CLEAN, REMOVE SILT OR OTHER DEBRIS AND OTHERWISE MAINTAIN THE SEEPAGE BED IN PROPER WORKING ORDER. 3. PERMANENT MARKERS SHALL BE PLACED AT THE CORNERS OF SEEPAGE PIT.

SEEPAGE PIT DETAIL

<u>RECYCLIING/ DISPOSAL OF MATERIALS</u> THE CONSTRUCTION WASTES ANTICIPATED INCLUDE DEMOLITION MATERIALS FROM THE BUILDING AND SITE DEMOLITION AND EXCESS BUILDING MATERIAL SUCH AS CONCRETE, WOOD, ETC. ALL BUILDING MATERIAL AND WASTES MUST BE REMOVED FROM THE SITE AND RECYCLED IN ACCORDANCE WITH DEP'S SOLID WASTE REGULATIONS (25 PA CODE 260.1 ET SEQ., 271.1 ET SEQ., AND 287.1 ET SEQ.), AND/OR ANY ADDITIONAL LOCAL, STATE OR FEDERAL REGULATIONS. NO BUILDING MATERIALS (USED OR UNUSED) OR WASTE MATERIALS SHALL BE BURNED, BURIED, DUMPED OR DISCHARGED AT THE SITE.



INFILTRATION BASIN CONSTRUCTION SEQUENCE IF ANY UNFAVORABLE CONDITIONS ARE ENCOUNTERED DURING THE INSTALLATION OF THE INFILTRATION BASIN (I.E. GROUNDWATER AND/OR BEDROCK PINNACLES OF CARBONATE BEDROCK, ETC.), THE OWNER/ENGINEER SHOULD BE NOTIFIED IMMEDIATELY SINCE THE PROPOSED INFILTRATION BASIN MAY NEED TO BE RELOCATED TO A MORE SUITABLE

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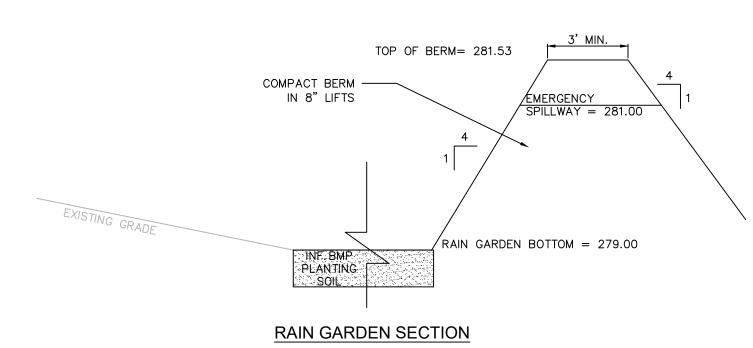
PLANTING SOIL SHALL BE PLACED IMMEDIATELY AFTER APPROVAL OF SUBGRADE. ANY ACCUMULATION OF DEBRIS OR

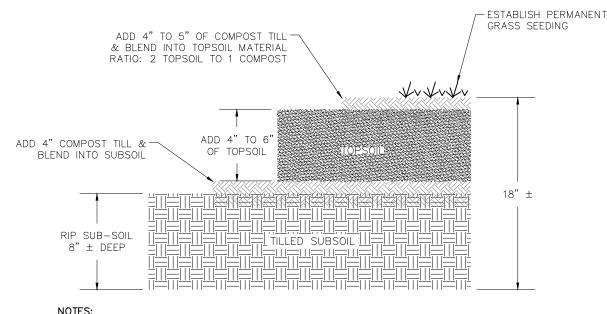
SEDIMENT THAT TAKES PLACE AFTER APPROVAL OF SUBGRADE SHALL BE REMOVED PRIOR TO INSTALLATION OF PLANTING SOIL AT NO EXTRA COST TO THE OWNER. INSTALL PLANTING SOIL IN 18 INCH MAXIMUM LIFTS AND LIGHTLY COMPACT (TAMP WITH BACKHOE OR BY HAND). KEEP EQUIPMENT MOVING TO A MINIMUM. DO NOT OVER COMPACT. INSTALL PLANTING SOIL TO GRADES SHOWN ON PLANS. 10. PLANT TREES AND SHRUBS ACCORDING TO INFILTRATION BASIN DETAILS AND NOTES.

. PROTECT THE INFILTRATION BASIN FROM SEDIMENT AT ALL TIMES. HAYBALES, DIVERSION BERMS AND/OR OTHER APPROPRIATE MEASURES SHALL BE USED AT THE TOE OF THE SLOPES THAT ARE ADJACENT TO THE INFILTRATION BASIN TO PREVENT SEDIMENT FROM WASHING INTO THESE AREAS DURING SITE DEVELOPMENT. 12. WHEN SITE IS FULLY VEGETATED AND THE SOIL MANTLE IS STABILIZED THE PLAN DESIGNER SHALL BE NOTIFIED AND SHALL INSPECT THE INFILTRATION BASIN DRAINAGE AREA AT THE ENGINEER'S DISCRETION BEFORE THE AREA IS

OUGHT ONLINE AND SEDIMENT CONTROL DEVICES REMOVED. 13. CONTINUOUS MOISTURE FOR 4-6 WEEKS MUST BE INSURED TO ALLOW PROPER GERMINATION, IF RAIN DOES NOT OCCUR CONTRACTOR SHALL PROVIDE SUPPLEMENTAL IRRIGATION TO NEWLY SEEDED AREAS PER INSTRUCTIONS INCLUDED IN SEEDING SPECIFICATION.

RAIN GARDEN DETAIL





1. RIPPING SHOULD BE DONE WITH A SOLID SHANK RIP TEETH ON REAR OR TRACK MACHINE. DO NOT RIP SOIL IF WET. AVOID RIPPING EXISTING TREE ROOTS. SPACE RIP CHANNELS 12" TO 36" APART. TILLING AND BLENDING MAY BE DONE WITH ROTOTILLER, DISK HARROW, CHISEL PLOW, SPRING OOTH HARROW, OR OTHER SUITABLE EQUIPMENT 2. ON-SITE TOPSOIL MAY BE USED IN PLACE OF COMPOST IF THE TOPSOIL CONSISTS OF 20%

SOIL RESTORATION MAINTENANCE:

ORGANIC MATERIAL.

1. WATER GRASS AS NEEDED FOR VIGOROUS HEALTH. APPLY ADDITIONAL COMPOST AS NEEDED FOR NOURISHMENT. AVOID COMMERCIAL FERTILIZER AND PESTICIDES.

SOIL AMENDMENT & RESTORATION CONSTRUCTION SEQUENCE

THE FOLLOWING SPECIFICATIONS ARE PROVIDED FOR INFORMATION PURPOSES ONLY. THESE SPECIFICATIONS INCLUDE INFORMATION ON ACCEPTABLE MATERIALS FOR TYPICAL APPLICATIONS, BUT ARE BY NO MEANS EXCLUSIVE OR LIMITING.

1) STRIP EXISTING TOPSOIL. SEPARATE TOPSOIL WITH ORGANIC MATERIAL FOR REUSE.

2) CONSTRUCT SITEWORK IN ACCORDANCE WITH CONSTRUCTION SEQUENCE NOTED ON E&S PLAN. 3) BEFORE THE TIME THE TOPSOIL IS PLACED AND PREFERABLY WHEN EXCAVATION IS COMPLETED, THE SUBSOIL SHALL BE IN A LOOSE, FRIABLE CONDITION TO A DEPTH OF 8 INCHES BELOW FINA TOPSOIL GRADE AND THERE SHALL BE NO EROSION RILLS OR WASHOUTS IN THE SUBSOIL SURFACE EXCEEDING 3 INCHES IN DEPTH. TO ACHIEVE THIS CONDITION, SUBSOILING, RIPPING, OR SCARIFICATION OF THE SUBSOIL WILL BE REQUIRED. SUB-SOILING SHALL BE USED TO REDUCE SOIL COMPACTION IN ALL AREAS WHERE PLANT ESTABLISHMENT IS PLANNED. SUB-SOILING SHALL BE PERFORMED BY THE PRIME OR EXCAVATING CONTRACTOR AND SHALL OCCUR BEFORE TOPSOI PLACEMENT. EXCEPTIONS TO SUB-SOILING INCLUDE AREAS WITHIN THE DRIP LINE OF ANY EXISTING TREES, OVER UTILITY INSTALLATIONS WITHIN 30 INCHES OF THE SURFACE, WHERE

TRENCHING/DRAINAGE LINES ARE INSTALLED, WHERE COMPACTION IS BY DESIGN (ABUTMENTS, FOOTINGS, OR IN SLOPES), AND ON INACCESSIBLE SLOPES, AS APPROVED BY THE OWNER'S REPRESENTATIVE. IN CASES WHERE EXCEPTIONS OCCUR, THE CONTRACTOR SHALL OBSERVE A MINIMUM SETBACK OF 20 FEET OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. ARCHEOLOGICAL CLEARANCES MAY BE REQUIRED IN SOME INSTANCES.

4) RE-SPREAD EXISTING TOPSOIL TO A MINIMUM DEPTH OF FOUR (4) TO SIX (6) INCHES. ADD FOUR (4) TO FIVE (5) INCHES CONSISTING OF TOPSOIL WITH ORGANIC MATERIAL (OR APPROVED COMPOST, F NOT ENOUGH TOPSOIL WITH ORGANIC MATERIAL EXISTS ON—SITE). TILL THE SOIL WITH A ROTARY TILLER THAT IS SET TO A DEPTH OF 6 INCHES TO ACHIEVE A MINÍMUM SOIL TO ORGANIC TOPSOIL/COMPOST RATIO OF 2:1.

SOIL AMENDMENT RESTORATION

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Drawing No.



December 17, 2020

File No. 20-11059

Kelsey Harris, Zoning Officer New Britain Township 207 Park Avenue Chalfont, PA 18914

Reference: 314 Dorothy Lane, Livesay Residence, Proposed Swimming Pool

TMP #26-001-125-011

Dear Kelsey:

Pursuant to your request, we have reviewed the Pool Permit Plan, prepared by Bohler Engineering, dated November 13, 2020, consisting of sheets 1 to 2 of 2, for the above referenced lot in accordance with the Township's site plan requirements. The 2.01-acre lot is located at 314 Dorothy Lane and is Lot 9 of the Estates of Julius Farm Subdivision. The property is within the SR-2, Suburban Residential District, and contains an existing single-family dwelling. The Applicant proposes the construction of a swimming pool, concrete patios, a pool house, driveway expansion, and a swap of conservation easement area.

The proposed improvements result in a total of 10,383 SF of impervious area. The stormwater design for this development allocated a total of 6,782 SF of impervious area for Lot 9 before additional stormwater management features would be required per Sheet 2 of the Estates of Julius Farm Land Development Plans, dated April 23, 2004, last revised December 9, 2015.

The Applicant should address the following items prior to the issuance of a zoning permit:

1. The plan proposes the relocation of 2,627 square feet of the existing Natural Resource Easement 'C' for the installation of the pool. The two proposed easement relocation areas consist of a 749-square foot area within the woodland canopy and an 1,878-square foot area with lawn. The relocated easement areas will need to be approved by the Board of Supervisors (Board) and the HOA (see attached correspondence). It was discussed at a staff meeting on October 14, 2020 that we would recommend the grass easement area be planted with trees in order for them to develop into protected woodlands. The number, size and area of the trees to be removed from the natural resource easement shall be specified on the plan. Woodlands disturbance shall be in accordance with §27-2400.f.2.(a) and documented on the plans.

If the easement swap is approved by the Board, a separate easement plan shall be provided showing the extent of the existing easement to be disturbed and the relocated areas. The easement plan shall also include metes and bounds for the existing and proposed easements, tie in distances from existing monuments and legal descriptions of the easement area to be vacated and proposed easement areas.

- 2. The previously approved final as-built plan for this site specified that a total of 6,964 square feet of impervious area was constructed and one evergreen tree was provided to compensate for 182.1-sf of additional impervious area permitted for the lot per the approved Land development Plans. In addition, the plan notes that the driveway expansion is included within the useable impervious area as specified by the Zoning Officer in a letter dated July 9, 2019. Further, it appears that an additional hardscape area was installed at the rear of the house without providing stormwater management. Because the cumulative increase in impervious area exceeds 1,000 SF, stormwater management shall be designed for the total proposed impervious area above 6,782 SF. The Zoning Officer shall confirm the latest correspondence documenting any imperious installation since the final as-built plan was approved and any plantings installed to address the stormwater requirements.
- 3. The rain garden on Sheet 2 indicates that the rain garden was designed to provide volume control for 1 inch of runoff from 1,713 SF of impervious area. §26-123.2.B specifies that stormwater facilities shall capture the runoff from at least the first two inches of runoff and shall permanently remove the first one inch from the runoff flow. The rain garden shall be resized to provide the required volume control or an alternate method of volume control shall be provided.
- 4. A soils report and infiltration testing shall be provided to demonstrate the rain garden area has the required 24 inch separation from restrictive features and an minimum infiltration rate of 0.5 in/hr in accordance with §26-123.2.C.(5).
- 5. §26-124.1.C It shall be confirmed that the upslope drainage area to the rain garden, along with the runoff from the proposed improvements can be adequately handled by the rain garden for larger storms. We recommend a spillway be provided to direct overflow from the rain garden towards the inlet at the north corner of the property.
- 6. The Rain Garden detail on Sheet 2 specifies a bottom elevation of 107.00 and an area of 430 SF. This is inconsistent with the rain garden area shown on the plan that appears to be at an elevation of 106.00. We not that the 107.00 contour has an area of approximately 735 SF. The area of the of the rain garden shall be clarified.
- 7. The Rain Garden Operations and Maintenance Notes shall be revised to specify the frequency of inspections and how to address the rain gardens failure to infiltrate within 72 hours.
- 8. Details for the rock construction entrance, rip rap apron, inlets and pipe bedding should be added to the plans.
- 9. The Zoning Requirements table shall be revised to note the proposed rear yard setback for the pool house.
- 10. The plan notes that the existing fence around the backyard will be changed. A note should be added to the plan specifying that the proposed fence shall be in conformance with the Township's Building Code. (§27-305.H4.b.4.)
- 11. The Applicant will be required to obtain the necessary Erosion & Sediment Control Permit from the Bucks County Conservation District for the earth disturbance. The Township should be copied on all future correspondence with BCCD and a copy of the approval letter will be required prior to issuance of a zoning permit. (§26-131)

We recommend the Applicant revise the plan to address the above comments prior to the issuance of a permit. If you have any questions regarding this project, please do not hesitate to contact us.

Sincerely,

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

fanur Marchand

JM/tw

Attachment

cc: Eileen Bradley, Township Manager
Peter Nelson, Esq., Grim, Biehn & Thatcher
Robert & Linda Livesay, Owner, 307 Dorothy Lane, Chalfont, PA 18914
George J. Hartman, P.E., Bohler Engineering
Craig D. Kennard, P.E., Chief Operating Officer, Gilmore & Associates, Inc.
Timothy Wallace, E.I.T., Gilmore & Associates, Inc.

Julius Farm Owners' Association

740 Sansom Street, Suite 501 Philadelphia, PA 19106 (267) 909-0006 juliusfarm.president@gmail.com

October 20, 2020

To Whom It May Concern

RE:

314 Dorothy Lane

Dear Sir or Madam:

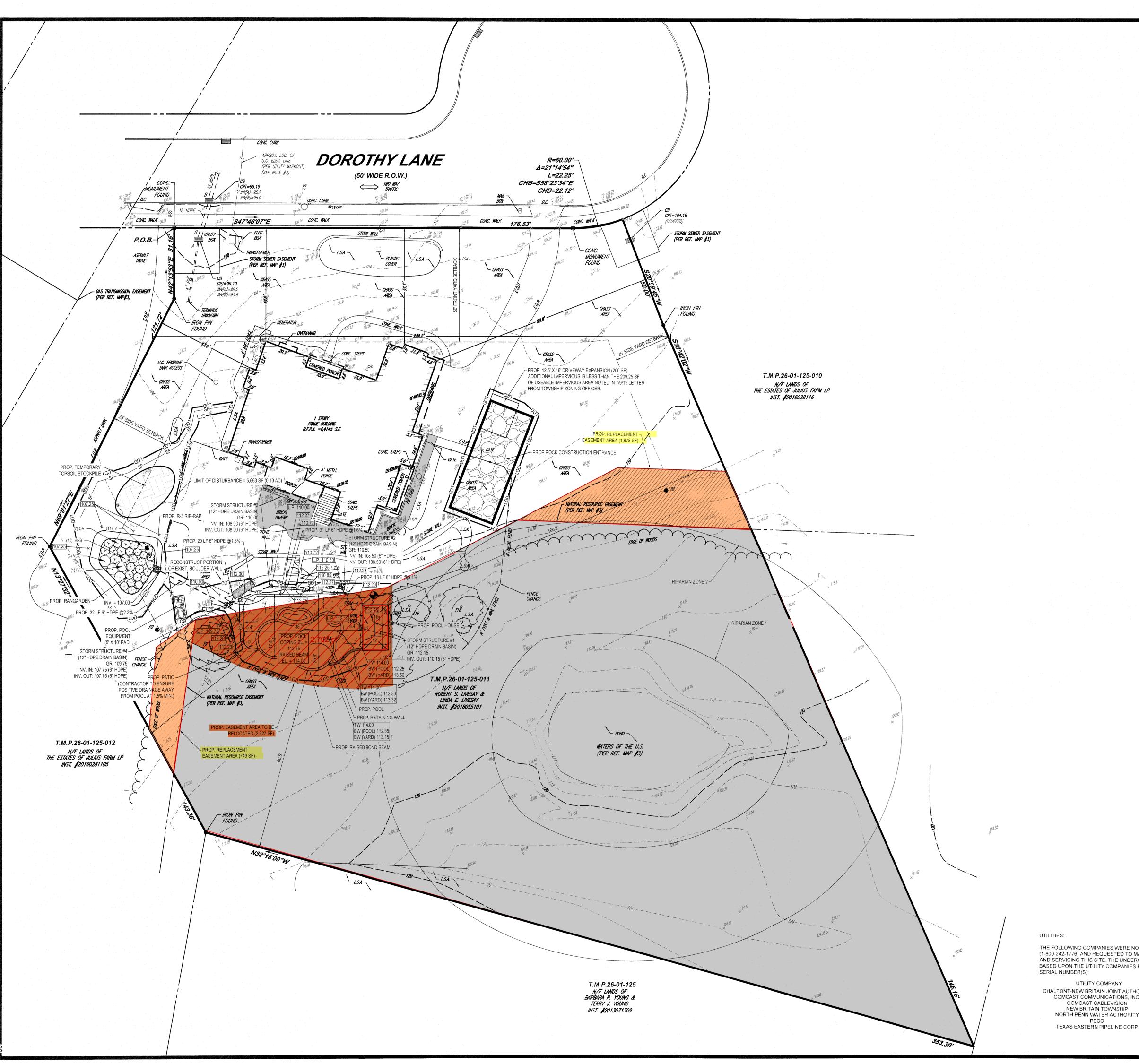
We write this letter in support of Mr. and Mrs. Livesay and their endeavor to erect a swimming pool. The current homeowners, as well as the Executive Board of the Julius Farm Owners' Association, do not have an objection as long as the requirements of the Township and all applicable building codes are met.

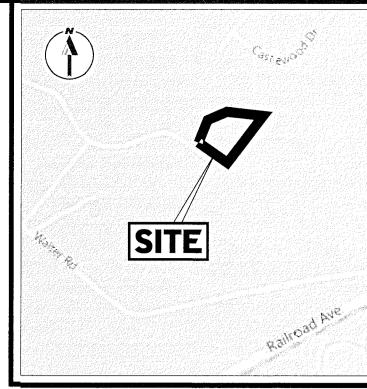
Do not hesitate to contact me with any questions or concerns.

Sincerely,

Jennifer Quinn President

/jq





VICINITY MAP

SCALE: 1" = 500' SOURCE: BING.COM

IMPERVIOUS SURFACES SUMMARY						
	EXISTING	ADDED	TOTAL			
DWELLING (BUILDING AREA)=	4,414 SF	0 SF	4,414 SF			
PORCHES=	462 SF	0 SF	462 SF			
CONC./HARDSCAPE=	1,304 SF	636 SF	1,940 SF			
WALLS=	509 SF	17 SF	526 SF			
DRIVEWAY=	1,781 SF	200 SF	1,981 SF			
POOL WATER SURFACE=	0 SF	646 SF	646 SF			
POOL/SPA COPING=	0 SF	124 SF	124 SF			
POOL HOUSE=	0 SF	240 SF	240 SF			
POOL EQUIPMENT PAD=	0 SF	50 SF	50 SF			
TOTAL=	8,470 SF	1,913 SF	10,383 SF			

ZONING REQUIREMENTS (SR-2 SUBURBAN RESIDENTIAL)						
May to all provinces included	REQUIRED	EXISTING	PROPOSED			
MIN. LOT AREA	2 AC	87,619 SF (2.01 AC)	87,619 SF (2.01 AC)			
MIN. LOT WIDTH AT BUILDING LINE	200 FT	229.2 FT	229.2 FT			
MIN. LOT DEPTH	200 FT	265.5 FT	265.5 FT			
MIN. YARDS		A ridab Bilitir in California (an maille flassaur maier eine eine eine maier an maier son maier, (geraus, year	ika at anger 100 milijahan terungkanan terungkan pangkan filomorphis menangkan (1,1), and seringkan kembuah se			
FRONT	50 FT	49.8 FT (ENC)	49.8 FT (ENC)			
SIDE	25 FT	43.6 FT	43.6 FT			
REAR	75 FT	146.3 FT	146.3 FT			
ACCESSTORY STRUCTURE SETBACK	15 FT	N/A	60.0 FT			
MAX. BUILDING COVERAGE	15%	4,414 SF (5.0%)	4,654 SF (5.3%)			
MAX. IMPERVIOUS COVERAGE*	20%	8,470 SF (9.7%)	9,737 SF (11.1%)			
MAX. BUILDING HEIGHT	35 FT	<35 FT	<35 FT			

ENC = EXISTING NON-CONFORMITY * POOL WATER SURFACE NOT INCLUDED IN IMPERVIOUS LOT CALCULATION

LEGEI	ND
EXIST. CONTOUR	
EXIST. SPOT ELEVATION	
SETBACK LINE	to the production of the second secon
PROP. POOL DECK	
PROP. SPOT ELEVATION	× 112.77
PROP. CONTOUR	98
PROP. LIMIT OF DISTURBANCE	LOD
PROP. 18" SILT FENCE	
PROP. FLOW ARROW	Control consistent and control and consistent and control and cont
NATURAL RESOURCES EASEMENT (REMOVED)	
NATURAL RESOURCES EASEMENT (ADDED)	
TEMPORARY STOCKPILE	
ROCK CONSTRUCTION ENTRANCE	

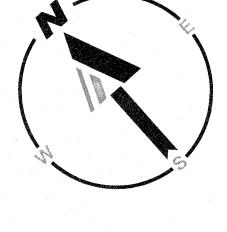
THE FOLLOWING COMPANIES WERE NOTIFIED BY THE PENNSYLVANIA ONE-CALL SYSTEM (1-800-242-1776) AND REQUESTED TO MARK OUT UNDERGROUND FACILITIES AFFECTING AND SERVICING THIS SITE. THE UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON THE UTILITY COMPANIES RESPONSE TO THIS REQUEST. SERIAL NUMBER(S):

UTILITY COMPANY CHALFONT-NEW BRITAIN JOINT AUTHORITY COMCAST COMMUNICATIONS, INC. COMCAST CABLEVISION **NEW BRITAIN TOWNSHIP** NORTH PENN WATER AUTHORITY

215-961-3800 215-822-1391 215-855-3617 215-345-9300 215-670-2822

215-345-1225

215-918-3137



REVISIONS							
REV	DATE	DATE COMMENT					
:							

Know what's **below. Call** before you dig PENNSYLVANIA YOU MUST CALL 811 BEFORE ANY EXCAVATION WHETHER IT'S ON PRIVATE OR PUBLIC LAND. www.pa1call.org

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. <u>IT IS NOT INTENDED AS A CONSTRUCTIO</u> DOCUMENT UNLESS INDICATED OTHERWISE. DATE: 11/13/2020 CAD I.D.: PC201130PERMITPLAN-0

PROJECT:

LIVESAY RESIDENCE **SWIMMING POOL**

ROBERT S. LIVESAY & LINDA E. LIVESAY

> 314 DOROTHY LANE **NEW BRITAIN TOWNSHIP BUCKS COUNTY** PENNSYLVANIA, 18914

BOHLER

1600 MANOR DRIVE, SUITE 200 CHALFONT, PA 18914 Phone: (215) 996-9100 Fax: (215) 996-9102 www.BohlerEngineering.com

G.J. HARTMAN

PROFESSIONAL ENGINEER PENNSYLVANIALICENSE NO PEN 6453 NEW JERSEY/LICENSE NO 240605345200

SHEET TITLE:

SITE, GRADING. & E&S PLAN

SHEET NUMBER:

OF 2

ORG. DATE - 11/13/2020

Kellie A. McGowan, Esquire

Direct Dial: 215-606-0181 kellie.mcgowan@obermayer.com www.obermayer.com

Obermayer Rebmann Maxwell & Hippel LLP

10 S. Clinton Street, Suite 300 Doylestown, PA 18901-4640 P: 215-606-0760

F: 215.348-1804

January 19, 2021

VIA ELECTRONIC CORRESPONDENCE

Eileen M. Bradley, Manager New Britain Township 207 Park Avenue Chalfont, PA 18914-2103 ebradley@newbritaintownship.org

Re: 120 Liberty Lane – TMP No. 26-001-100-005

Dear Ms. Bradley,

As you know, this office represents Dr. Larry Caplin, the new legal owner of the above referenced property located in the New Britain Business Park. As discussed with staff, Dr. Caplin will be proceeding with the second phase of construction on this lot in order to use the property as and for a medical warehouse/storage facility. In connection with the improvements, Dr. Caplin is also seeking to make minor modifications to the driveway and parking layout as shown on the final plan in order to accommodate the required fire access in the plan notes and to improve circulation and accessibility to the warehouse building.

I am enclosing here for the Township's consideration a three-page amended final plan set prepared by Holmes Cunningham LLC, dated January 18, 2021. The revised plan provides for a second curb cut on the cul-de-sac for Liberty Lane, and remains otherwise compliant with the zoning and dimensional criteria of the approved plan. A Site Improvement Plan and E&S Plan are also provided to confirm compliance with Township stormwater management criteria applicable to this development.

We hereby request appearance at the January 25, 2021 Board of Supervisors meeting for consideration of the amendment of the plan to facilitate the second phase of development.

January 19, 2021 Page 2

Please let me know if you have any questions or require any further information. Thank you for your courtesies.

Very truly yours,

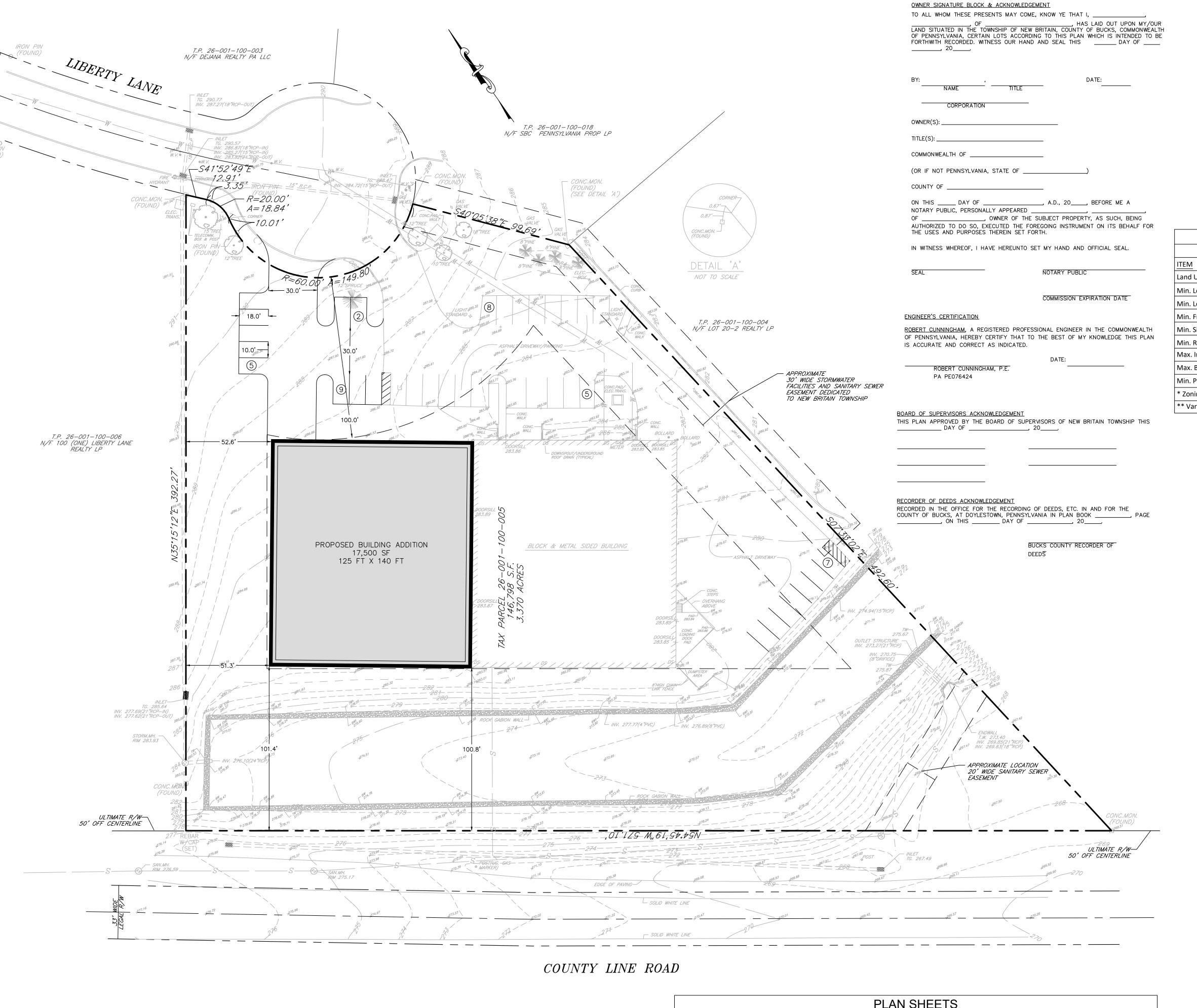
Kellie McGowan, Esq.

Leei Ahrgun

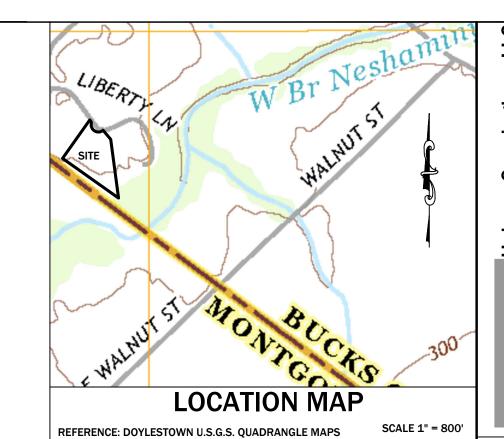
KAM/al Enclosure

cc: Client

Craig Kennard, P.E. – <u>ckennard@gilmore-assoc.com</u>



PLAN SHEETS				
SHEET#	DRAWING	PLAN TITLE LAST REV		
1	C1.0	AMENDED FINAL SITE PLAN	1/18/2021	
2	C1.1	SITE IMPROVEMENT PLAN	1/18/2021	
3	C1.2	EROSION AND SEDIMENT CONTROL PLAN 1/18/2		



ZONING DATA TABLE*				
ZONING DISTRICT: IO INDUSTRIAL/OFFICE DISTRICT				
<u>ITEM</u>	REQUIRED/PERMITTED EXISTING PROPOSI		PROPOSED	
Land Use:	K3; Wholesale Business, Wholesale Storage, Warehousing			
Min. Lot Size	3.0 Ac.	3.37 Ac.	3.37 Ac.	
Min. Lot Width	300 FT	350.0 FT	350.0 FT	
Min. Front Yard Setback	100 FT	126.4 FT	101.0 FT	
Min. Side Yard Setback	50 FT	35 FT **	35 FT **	
Min. Rear Yard Setback	100 FT	100.8 FT	100.8 FT	
Max. Impervious Coverage	60%	29.9%	46.0%	
Max. Building Height	35 FT	28 FT	28 FT	
Min. Parking Required	1 Per Employee	18 Spaces	36 Spaces	

* Zoning Information/ Requirements taken from Previously approved record plan. See note #1

** Variance previously granted

LOT AREA CALCULATION	IS	
	S.F.	Acres
Gross Lot Area	146,798	3.37
Land Within R.O.W.	0	0.00
Developable Acreage	146,798	3.37
IMPERVIOUS COVERAGE CALCU	ILATIONS	
Existing Impervious Are	ea	
Existing Buildings and Features	18,175	0.41
Existing Asphalt	22,111	0.50
Existing Concrete Walkways & Walls	3,644	0.08
Total Existing Impervious	43,930	1.00
Existing Impervious Coverage	29.9%	
Proposed Impervious Ar	ea	
Existing Buildings and Features To Remain	22,111	0.50
Existing Asphalt To Remain	18,175	0.41
Existing Concrete Walkways & Walls To Remain	3,592	0.08
Proposed Building Addition	17,500	0.40
Proposed Asphalt	6,208	0.14
Total Proposed Impervious	67,586	1.55
Proposed Impervious Coverage	46.0)%
Building Coverage	15.1	L%
Change in Impervious Area	23,6	

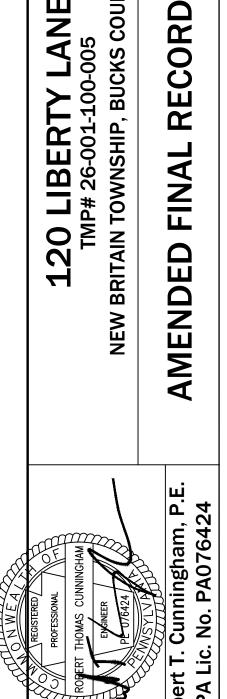
	LEGEND
	PROPERTY LINE
	RIGHT-OF-WAY LINE
	ROAD CENTERLINE
	EXISTING CONTOUR
	EXISTING WATER
s	EXISTING SEWER
	EASEMENTS
	BUILDING SETBACK
	EXISTING BUILDING
	PROPOSED BUILDING
·	<u> </u>

- NOTES:

 1. THIS PLAN IS AN AMENDMENT TO A SITE DEVELOPMENT PLAN PREPARED FOR M.S. HORNIAK ASSOCIATES BY STOUT, TACCONELLI & ASSOCIATES, INC, LAST REVISED SEPTEMBER 11, 1990. ALL NOTES, RESTRICTIONS AND ZONING REQUIREMENTS FROM THAT PLAN SHALL CONTINUE TO
- BE APPLICABLE.

 2. THIS PLAN IS BASED ON A EXISTING FEATURES PLAN PREPARED BY CAVANAUGH SURVEYING SERVICES, DATED DECEMBER 30, 2020.

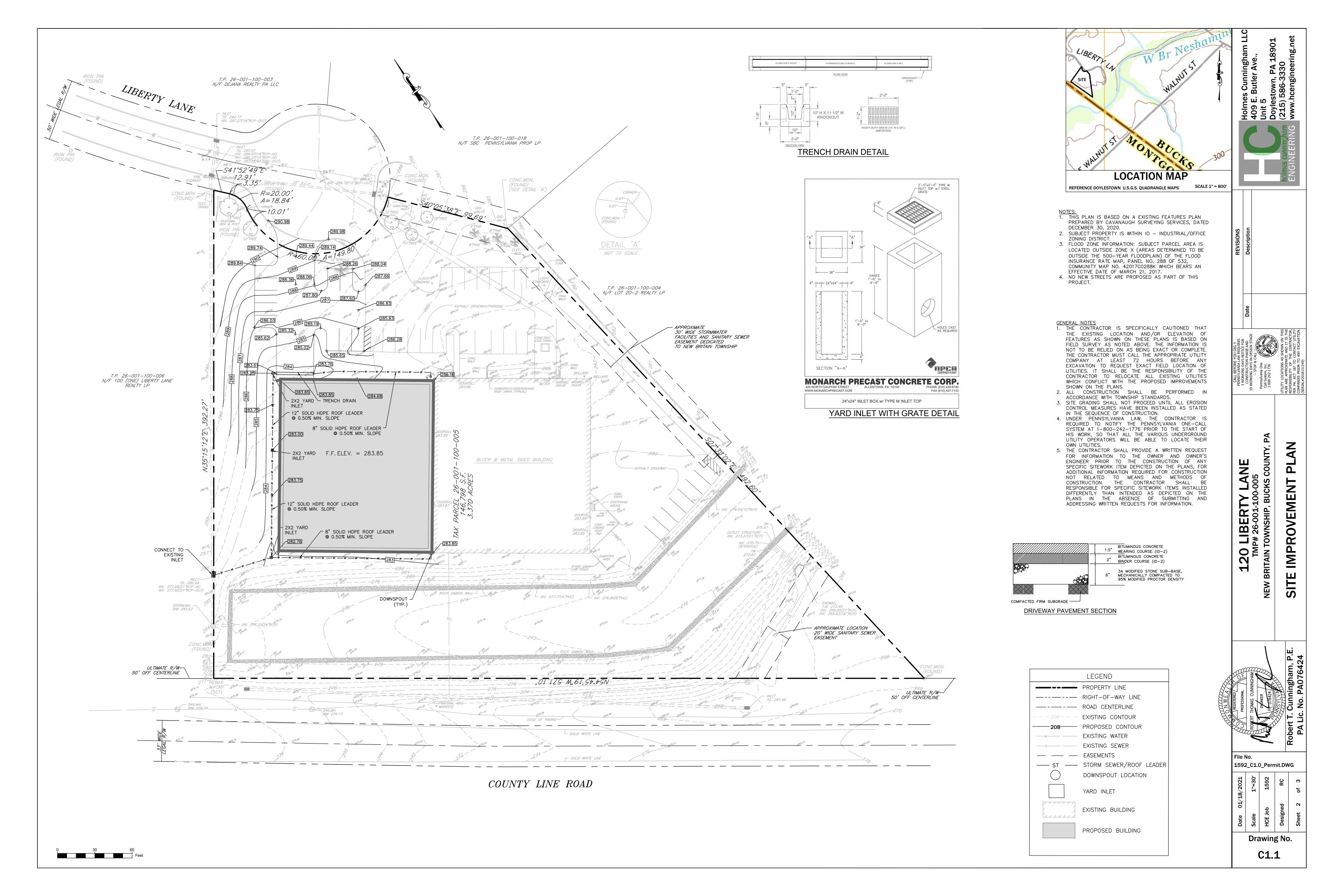
 | Company |
- 3. SUBJECT PROPERTY IS WITHIN IO INDUSTRIAL/OFFICE ZONING DISTRICT. 4. FLOOD ZONE INFORMATION: SUBJECT PARCEL AREA IS LOCATED OUTSIDE ZONE X (AREAS
- 4. FLOOD ZONE INFORMATION: SUBJECT PARCEL AREA IS LOCATED OUTSIDE ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500—YEAR FLOODPLAIN) OF THE FLOOD INSURANCE RATE MAP, PANEL NO. 288 OF 532, COMMUNITY MAP NO. 42017C0288K WHICH BEARS AN EFFECTIVE DATE OF MARCH 21, 2017.
 5. NO NEW STREETS ARE PROPOSED AS PART OF THIS PROJECT.
 6. NO NEW STORMWATER MANAGEMENT FACILITIES ARE REQUIRED FOR THIS PROJECT AS THE ADDITIONAL IMPERVIOUS COVERAGE WAS INCLUDED IN THE EXISTING STORMWATER FACILITIES LOCATED WITHIN THE DEVELOPMENT.

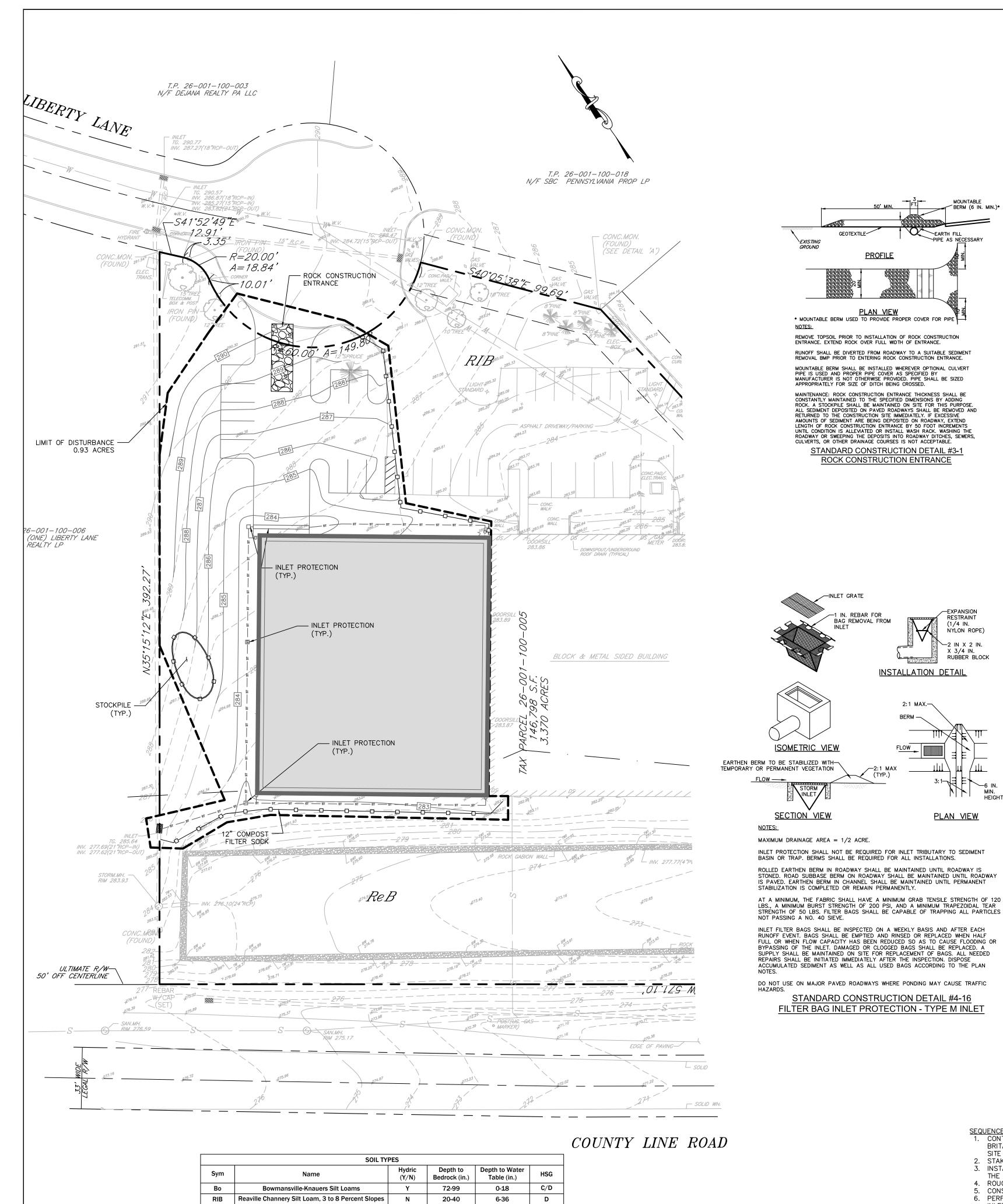


COR

File No.				
1592_C1.0_Permit.DWG				/G
01/18/2021	1"=30'	1592	RC	of 3
Date 01/:	Scale	HCE Job	Designed	Sheet 1

Drawing No. C1.0





Readington Silt Loam, 3 to 8 Percent Slopes

SHALL MEET LOCAL, COUNTY, STATE AND FEDERAL REGULATIONS.

N

40-60

ReB

SOIL LIMITATIONS AND RESOLUTION:

GEOTEXTILE/ **PROFILE** <u>PLAN VIEW</u>

RUNOFF SHALL BE DIVERTED FROM ROADWAY TO A SUITABLE SEDIMEN MOUNTABLE BERM SHALL BE INSTALLED WHEREVER OPTIONAL CULVERT PIPE IS USED AND PROPER PIPE COVER AS SPECIFIED BY MANUFACTURER IS NOT OTHERWISE PROVIDED. PIPE SHALL BE SIZED

MAINTENANCE: ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL B CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY. IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON ROADWAY, EXTEND LENGTH OF ROCK CONSTRUCTION ENTRANCE BY 50 FOOT INCREMENT CULVERTS, OR OTHER DRAINAGE COURSES IS NOT ACCEPTABLE. STANDARD CONSTRUCTION DETAIL #3-1 ROCK CONSTRUCTION ENTRANCE

-INLET GRATE

ISOMETRIC VIEW

SECTION VIEW

1 IN. REBAR FOR BAG REMOVAL FROM

(1/4 IN.

NYLON ROPE'

-2 IN X 2 IN.

X 3/4 IN.

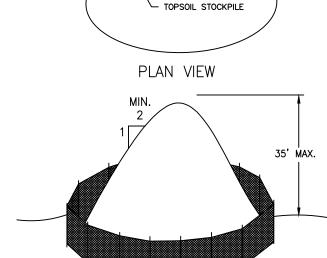
PLAN VIEW

INSTALLATION DETAIL

BERM -

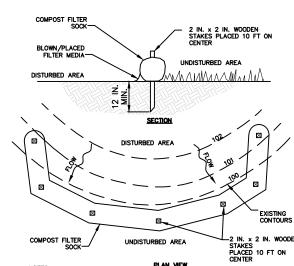
STANDARD CONSTRUCTION DETAIL #4-16

FILTER BAG INLET PROTECTION - TYPE M INLET



► SILT FENCE

SILT FENCE MUST BE PLACED DOWNSLOPE OF ALL STOCKPILES. IMMEDIATELY APPLY TEMPORARY SEEDING TO ALL STOCKPILES WHICH WILL REMAIN IN PLACE 20 DAYS OR MORE. STOCKPILE AREA DETAIL



TRAFFIC SHALL NOT BE PERMITTED TO CROSS COMPOST FILTER SOCKS.

ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES 1/2 THE ABOVE GROUND HEIGHT OF THE BARRIER AND DISPOSED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN. COMPOST FILTER SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTIONS. BIODEGRADABLE COMPOST FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS; PHOTODEGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VECETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL

STANDARD CONSTRUCTION DETAIL #4-1 COMPOST FILTER SOCK NOT TO SCALE

SEQUENCE OF CONSTRUCTION

1. CONTACT BUCKS COUNTY CONSERVATION DISTRICT AND NEW

STAKE THE LIMITS OF DISTURBANCE. THE PLAN.

3. STABILIZE GRADING WITHIN THE LIMIT OF DISTURBANCE PAVE PROPOSED DRIVEWAY. ELEVATIONS AND STABILIZE ALL DISTURBED AREAS.

— - - — - - — RIGHT—OF—WAY LINE — - — ROAD CENTERLINE EXISTING CONTOUR -208 PROPOSED CONTOUR EXISTING WATER EXISTING SEWER — — EASEMENTS --- ST --- STORM SEWER/ROOF LEADER COMPOST FILTER SOCK TREE PROTECTION FENCE LIMIT OF DISTURBANCE DOWNSPOUT LOCATION EXISTING BUILDING PROPOSED BUILDING

LEGEND

STOCKPILE SLOPES MUST NOT EXCEED 2.L, THE OPERATOR/RESPONSIBLE PERSON (O/RP) ON SITE SHALL ASSURE THAT THE APPROVED EROSION AND

STOCKPILE HEIGHTS MUST NOT EXCEED 35 FEET;

SEDIMENT CONTROL PLAN IS PROPERLY AND COMPLETELY IMPLEMENTED. IMMEDIATELY UPON DISCOVERING CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE O/RP SHALL

(BMPS) TO ELIMINATE THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION. THE O/RP SHALL ASSURE THAT AN EROSION AND SEDIMENT CONTROL PLAN HAS BEEN PREPARED, APPROVED

IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES

BY THE BUCKS COUNTY CONSERVATION DISTRICT AND IS BEING IMPLEMENTED AND MAINTAINED FOR ALL SOIL AND/OR ROCK SPOIL AND BORROW AREAS REGARDLESS OF THEIR LOCATIONS.

ALL PUMPING OF SEDIMENT-LADEN WATER SHALL BE THROUGH A SEDIMENT CONTROL BMP SUCH AS A PUMPED

WATER FILTER BAG DISCHARGING OVER UNDISTURBED A COPY OF THE APPROVED EROSION AND SEDIMENT

CONTROL PLAN MUST BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES. EROSION AND SEDIMENT BMPS MUST BE CONSTRUCTED.

STABILIZED AND FUNCTIONAL BEFORE SITE DISTURBANCE

BEGINS WITHIN THE TRIBUTARY AREAS OF THOSE BMPS.

AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED. TEMPORARY EROSION AND SEDIMENT BMP CONTROLS MUST BE REMOVED. AREAS DISTURBED DURING THE REMOVAL

OF THE BMPS MUST BE STABILIZED IMMEDIATELY. AT LEAST SEVEN (7) DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITY, THE O/RP SHALL INVITE ALL CONTRACTORS INVOLVED IN THAT ACTIVITY. LANDOWNER, ALL APPROPRIATE MUNICIPAL OFFICIALS, THE

EROSION AND SEDIMENT CONTROL PLAN DESIGNER AND THE BUCKS COUNTY CONSERVATION DISTRICT TO A PRE-CONSTRUCTION MEETING. ALSO, AT LEAST THREE DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITY, ALL CONTRACTORS INVOLVED IN THAT ACTIVITY SHALL NOTIFY THE PENNSYLVANIA ONE-CALL SYSTEM INC AT 1-800-242-1776 TO DETERMINE ANY UNDERGROUND UTILITIES LOCATIONS.

IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITY CEASES, THE O/RP SHALL STABILIZE ANY AREAS DISTURBED BY THE ACTIVITY. DURING NON-GERMINATING PERIODS, MULCH MUST BE APPLIED AT SPECIFIED RATES. DISTURBED AREAS THAT ARE NOT AT FINISHED GRADE AND WHICH WILL BE RE-DISTURBED WITHIN ONE YEAR MUST BE STABILIZED IN ACCORDANCE WITH TEMPORARY VEGETATIVE STABILIZATION SPECIFICATIONS.

DISTURBED AREAS THAT ARE AT FINISHED GRADE OR WHICH WILL NOT BE RE-DISTURBED WITHIN ONE YEAR MUST BE STABILIZED IN ACCORDANCE WITH PERMANENT VEGETATIVE STABILIZATION SPECIFICATIONS.

AN AREA SHALL BE CONSIDERED TO HAVE ACHIEVED FINAL STABILIZATION WHEN IT HAS A MINIMUM UNIFORM 70% (PERCENT) VEGETATIVE OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED SURFACE EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING AND OTHER MOVEMENTS.

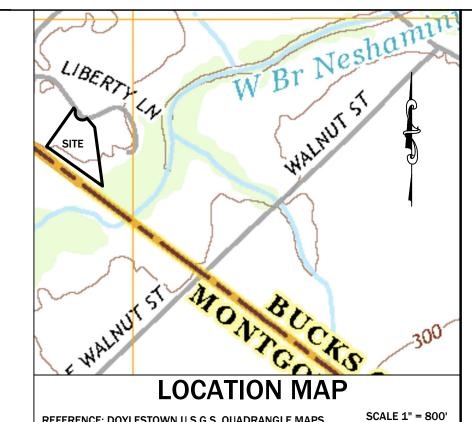
UPON THE INSTALLATION OF TEMPORARY SEDIMENT BASIN RISER(S), A QUALIFIED SITE REPRESENTATIVE SHALL CONDUCT AN IMMEDIATE INSPECTION OF THE RISER(S), WHEREUPON THE COUNTY CONSERVATION DISTRICT SHALL BE NOTIFIED IN WRITING THAT THE RISER IS SEALED (WATERTIGHT). AT STREAM CROSSING, A 50-FOOT BUFFER SHALL BE

MAINTAINED. ON BUFFERS, CLEARINGS, SOD DISTURBANCES AND EXCAVATIONS, EQUIPMENT TRAFFIC SHOULD BE MINIMIZED. ACTIVITY SUCH AS STACKING LOGS, BURNING CLEARED BRUSH, DISCHARGING RAINWATER FROM TRENCHES, WELDING PIPE SECTIONS, REFUELING AND MAINTAINING EQUIPMENT SHOULD BE AVOIDED WITHIN BUFFER ZONES.

UNTIL A SITE IS STABILIZED, ALL EROSION AND SEDIMENT BMPS MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION CONTROL BMPS AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEANOUT, REPAIR, REPLACEMENT RE-GRADING, RE-SEEDING, RE-MULCHING AND RE-NETTING MUST BE PERFORMED IMMEDIATELY. IF EROSION AND SEDIMENT CONTROL BMPS FAIL TO PERFORM AS EXPECTED REPLACEMENT BMPS, OR MODIFICATIONS OF THOSE INSTALLED, WILL BE REQUIRED.

SEDIMENT REMOVED FROM BMPS SHALL BE DISPOSED OF ON-SITE IN LANDSCAPED AREAS OUTSIDE OF STEEP SLOPES, WETLANDS, FLOODPLAINS OR DRAINAGE SWALES AND IMMEDIATELY STABILIZED OR PLACED IN SOIL STOCKPILES AND STABILIZED.

ALL BUILDING MATERIAL AND WASTES MUST BE REMOVED FROM THE SITE AND RECYCLED IN ACCORDANCE WITH DEP'S SOLID WASTE REGULATIONS (25 PA CODE 260.1 ET SEQ., 271.1 ET SEQ., AND 287.1 ET SEQ.), AND/OR ANY ADDITIONAL LOCAL, STATE OR FEDERAL REGULATIONS. NO BUILDING MATERIALS (USED OR UNUSED) OR WASTE MATERIALS SHALL BE BURNED, BURIED, DUMPED OR DISCHARGED AT THE SITE.



REFERENCE: DOYLESTOWN U.S.G.S. QUADRANGLE MAPS <u>SEEDING NOTES:</u>

TEMPORARY SEEDING

TEMPORARY SEEDING SHALL BE DONE IN AREAS WHERE NO ACTIVITY WORK WILL BE PERFORMED. ANY DISTURBED AREA ON WHICH ACTIVITY HAS CEASED MUST BE SEEDED AND MULCHED IMMEDIATELY.

1. DURING NON-GERMINATING PERIODS, ONLY MULCH MUST BE APPLIED AT THE RECOMMENDED RATES. AREAS MULCHED DURING THE NON-GERMINATING PERIODS, MUST BE LIMED, FERTILIZED, SEEDED, AND MULCHED IMMEDIATELY FOLLOWING THE END OF THE NON-GERMINATING PERIODS.

2. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN ONE (1) YEAR MAY BE SEEDED AND MULCHED WITH A QUICK GROWING TEMPORARY SEED MIXTURE.

DISTURBED AGAIN WITHIN ONE (1) YEAR MUST BE SEEDED WITH A PERMANENT SEED MIXTURE AND MULCHED. 4. TEMPORARY SEEDING STEPS:

3. DISTURBED AREAS WHICH ARE AT EITHER FINISHED GRADE OR WILL NOT BE

APPLY AGRICULTURAL LIMESTONE AT A RATE OF ONE (1) TON PER ACRE. (5 POUNDS PER, 1000 SQUARE FEET)

APPLY FERTILIZER AT THE RATE OF 50-50-50 PER ACRE. WORK THE LIMESTONE AND FERTILIZER INTO THE SOIL.

UTILIZING THE FOLLOWING SEEDING TYPES, RATES AND TIME SCHEDULE :

MARCH 1 TO JUNE 15 1 LB./1000 SF ANNUAL RYEGRASS

RATE OF THREE (3) TONS PER ACRE.

1 LB./1000 SF SUDAN GRASS MAY 15 TO SEPT 15 SEPT 15 TO OCT 15 168 LB./AC WINTER RYE APPLY HAY OR STRAW MULCH (IN ACCORDANCE WITH SECTION NO. 4) AT A

5. ALL SEED SHALL BE LABELED, DATED AND QUALITY CONSISTENT WITH SECTION

AND RYEGRASS 20%

DISTURBED AREAS WHICH ARE EITHER AT FINISHED GRADE OR WILL NOT BE DISTURBED AGAIN WITHIN ONE (1) YEAR MUST BE SEEDED WITH A PERMANENT

SEED MIXTURE AND MULCHED. . SEEDING SHALL BE DONE DURING PERIODS FROM APRIL 15TH TO OCTOBER PT, UNLESS OTHERWISE DIRECTED. IF SEEDING IS DONE AFTER OCTOBER 1ST,

DORMANT SEED MUST BE USED AND DISTURBED AREAS MUST BE MULCHED. 3. DISTURBED FINAL GRADED AREAS AND DRAINAGE SWALES WILL BE PERMANENTLY SEEDED AS FOLLOWS: MINIMUM OF 4" OF TOPSOIL SHALL BE SPREAD OVER ALL AREAS TO BE

SEEDED. TOPSOIL SHALL BE FREE OF STONES, STICKS, WASTE MATERIAL AND SIMILAR DEBRIS. FROZEN GROUND SHALL NOT BE SPREAD AS TOPSOIL AND TOPSOIL SHALL NOT BE SPREAD OVER FROZEN GROUND. B. A SOIL ANALYSIS IS RECOMMENDED, HOWEVER, IN LIEU OF AN ANALYSIS APPLY AGRICULTURAL LIMESTONE AND FERTILIZER AT RATES RECOMMENDED

BELOW (OR AS SUGGESTED BY THE SOIL TEST RESULTS (ONE (1) TEST PER 25 ACRES)).

THE LIMESTONE AND FERTILIZER SHALL BE WORKED INTO THE SOIL TO DEPTHS OF 3 TO 4 INCHES. D. GRASS SHALL NOT BE PLANTED AFTER HEAVY RAIN OR WATERING.

ALL SEED USED SHALL BE LABELED IN ACCORDANCE WITH THE U.S DEPARTMENT OF AGRICULTURE RULES AND REGULATIONS UNDER THE FEDERAL SEED ACT IN EFFECT AT THE TIME OF PURCHASE, INERT MATTER SHALL NOT EXCEED 15% AND BLUE TAG CERTIFIED SEED SHALL BE SUPPLIED WHEREVER

SMOOTH AND FIRM SEED BED WITH CULTIPACKER OR SIMILAR EQUIPMENT PRIOR TO SEEDING. APPLY SEED UNIFORMLY BY BROADCASTING. DRILLING OR HYDRO SEEDING. COVER SEEDS WITH '/2" OF SOIL WITH SUITABLE EQUIPMENT. APPLY HAY OR STRAW MULCH (IN ACCORDANCE WITH SECTION NO. 4) AT A RATE OF THREE (3) TONS PER ACRE.

PERMANENT SEEDING FOR NORMAL MOWED LAWN AREAS: RATE

MARCH 1 TO JUNE 1 & AUG 15 TO OCT 1 2 LBS./1000 SF KY31 TALL AND

OCT 1 TO MARCH 1 & JUNE 1 TO AUG 1 2 LBS./1000 SF RED TOP* ((*) USE DORMANT SEED, UNIFORMLY APPLIED, WORKING INTO A DEPTH OF 1/4 INCH. THE USE OF MULCH IS REQUIRED. THE USE OF NETTING OR EROSION CONTROL MATS MAY BE REQUIRED.)

PERMANENT SEEDING FOR SPECIAL AREAS (SWALES, POND EMBANKMENTS, LEVEES, DIVERSION CHANNELS, ETC): **SEASON** <u>TYPE</u> MARCH 1 TO JUNE 1 & AUG 15 TO OCT 1 2 LBS./1000 SF KY31 TALL FESCUE 80%

NOTE: SEEDING PERIODS AND SPECIFICATIONS MAY VARY DUE TO SITE CONDITIONS AND VARIANCES FROM THE TIME THIS REPORT IS WRITTEN AND APPROVED. IT MAY BE NECESSARY TO ADAPT SEED SPECIFICATION, VARIETIES() AND QUALITIES. FOR SPECIAL CONDITIONS CONSULT "GUIDELINE FOR RECLAMATION OF SEVERELY DISTURBED AREAS". PENNSYLVANIA STATE

4. FERTILIZER: A SOIL ANALYSIS IS RECOMMENDED BUT IN LIEU OF AN ANALYSIST APPLY AGRICULTURAL LIMESTONE AT A RATE OF FOUR (4) TONS/ACRE AND 10-20-20 FERTILIZED AT A RATE OF 50 LBS. PER 1000 SF. THESE MATERIALS WILL BE UNIFORMLY APPLIED AND WORKED INTO THE TOPSOIL TO A DEPTH OF 3 TO 4 INCHES. IMMEDIATELY BEFORE SEEDING, A 1 0- 1 0- 10 FERTILIZER WILL BE WORKED INTO THE SURFACE AT A RATE OF 10 LBS. PER 1000 SF.

HYDRO SEEDING: LIME AND SEED SHALL BE AS SPECIFIED ABOVE, AND FERTILIZER SHALL BE APPLIED AT A RATE OF 40-80. CROWN VETCH SHALL BE INOCULATED AT FOUR TIMES THE MANUFACTURER'S RATE. SHOULD FERTILIZER BE APPLIED WITH THE INOCULANT, THE MIXTURE SHALL NOT REMAIN IN A SLURRY FOR MORE THAN ONE HOUR. WOOD CELLULOSE FIBER, APPLIED AT A RATE OF 35 LBS. PER 1000 SF, MAY BE APPLIED AS PART OF THE SLURRY IN LIEU OF MULCHING. SYNTHETIC MULCH BINDER, SUCH AS CURASOL, DCA-70, TERRE-TACK OR AN APPROVED EQUAL SHALL BE USED PER THE MANUFACTURER'S INSTRUCTIONS TO ANCHOR THE MULCH.

6. MULCHING: MULCHING SHALL BE APPLIED AS FOLLOWS: STRAW — SHALL BE ALL DRIED AND FREE FROM UNDESIRABLE SEEDS AND

COURSE MATERIAL, APPLY AT A RATE OF 115 TO 150 LBS. PER 1000 SF OR 3 TONS PER ACRE. MULCHED AREAS SHALL BE CHECKED PERIODICALLY AND IMMEDIATELY AFTER STORMS AND WIND. DAMAGED OR MISSING MULCH SHALL BE REPLACED. A TACKIFIER APPLIED AFTER STRAW IS RECOMMENDED. TACKIFIER MAY BE ASPHALT OR POLYMER SPRAY. APPLY AT A RATE RECOMMENDED BY THE MANUFACTURER WITH SUITABLE EQUIPMENT. IN LIEU OF MANUFACTURERS RECOMMENDATIONS APPLY AT A RATE OF .04 TO .06

GALLONS PER SQUARE YARD. NETTING / EROSION CONTROL BLANKETS - THE USE AND INSTALLATION OF EROSION CONTROL BLANKETS OR NETTING SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATION AND SHALL BE SELECTED FOR THE PROPER APPLICATION AND CONDITIONS.

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File No.					
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01/18/2021	1"=30	1592	RC	of 3	
Date 01/1	Scale	нсе Јор	Designed	Sheet 3	

Drawing No.

18-36 С LIMIT OF DISTURBANCE = 0.93 ACRES NOTE TO CONTRACTOR: NPDES PERMIT WILL BE REQUIRED THE SOILS FOUND WITHIN THE PROJECT LIMITS HAVE LIMITATIONS DUE TO POSSIBLE SHALLOW DEPTH TO BEDROCK. THE AREAS WHERE SHALLOW BEDROCK IS A LIMITATION, CONTRACTOR SHALL DETERMINE IF ACTUAL DISTURBANCE EXCEEDS 1.0 ACRES WHETHER ROCK IS RIPPABLE. IF ROCK IS NOT RIPPABLE, BLASTING WILL BE REQUIRED. ALL BLASTING

BRITAIN TOWNSHIP AT LEAST THREE WORKING DAYS PRIOR TO

SITE DISTURBANCE. INSTALL SILT SOCK AND CONSTRUCTION ENTRANCE AS SHOWN ON

4. ROUGH GRADE FOR PROPOSED BUILDING FOUNDATIONS. . CONSTRUCT BUILDING FOUNDATIONS. 6. PERFORM SITE WORK GRADING, INSTALL DRAINAGE FACILITIES AND INLET PROTECTION. COMPLETE BUILDING CONSTRUCTION.

10. COMPLETE FINAL GRADING TO ACHIEVE PROPOSED DESIGN 11. EROSION CONTROLS SHALL REMAIN IN PLACE UNTIL SITE IS

COMPLETELY STABILIZED.

January 20, 2021

New Britain Township Staff and Board of Supervisors 207 Park Avenue Chalfont, PA 18914

To Whom it May Concern:

Attached please find the enclosed materials prepared by Foxlane Homes. These materials are to supplement the proposed discussion at the January 25th, 2021 Board of Supervisors meeting regarding the Highpoint property. Enclosed please find the following:

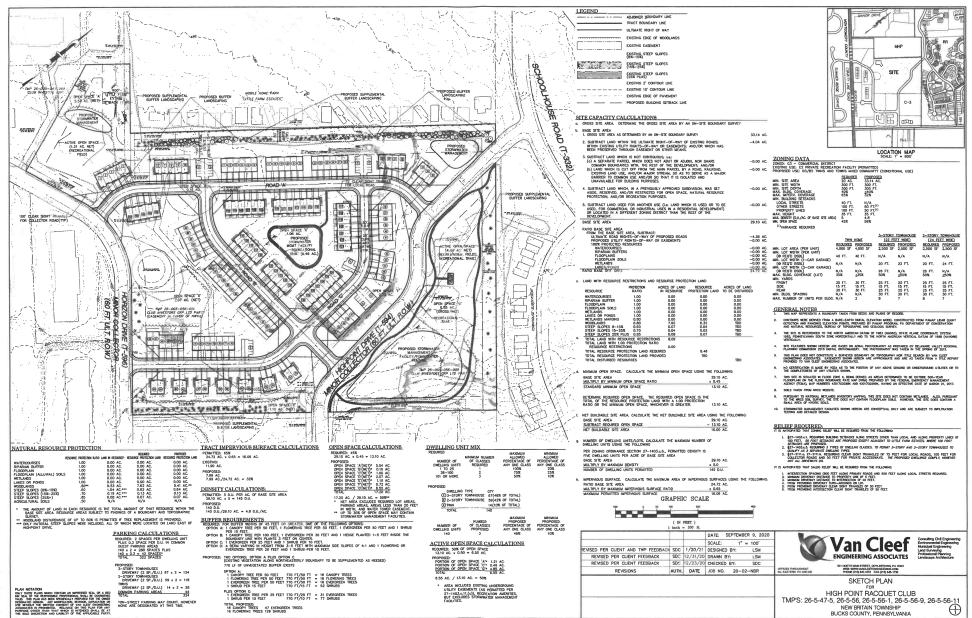
- 1. Conceptual sketch plan dated 1/20/21 prepared by Van Cleef Engineering
 - a. Full Size Plan
 - b. 11 x 17 Plan
- 2. Conceptual rendering of the proposed 3 story Townhouse Single Family Attached Product
 - a. 1 rendering with proposed White windows
 - b. 1 rendering with proposed modern Black windows.
- 3. Photographs of the proposed 2 story Twin Single Family Attached Product. The product was previously built at our Gwynedd Walk Community located in Upper Gwynedd, PA.

We look forward to meeting with you on Monday, January 25, 2021 to discuss the project in more detail. Thank you in advance for your consideration.

Best regards,

Joe Morrissey

President - Foxlane Homes.



002/BBR/DWG/SKETCH/INCREASED SETBACK ALONG LITTLE FARM ESTATES/SK-BASE-H-2002NBR-dwg.











Consent Agenda Items for the Next Meeting (01/25/21)

- 1. Stormwater O&M Agreement with Melvin and Beverly Kelsey for 22 Farber Drive, TMP #26-021-096, for construction of an addition to an existing dwelling, with a Stormwater BMP maintenance fee of \$125.00.
- 2. Hallmark Homes-Mill Ridge LLC has executed Escrow Release #3 for the Mill Ridge Subdivision for \$104,331.15, leaving \$680,019.80 remaining.
- 3. Scott and Kerri Ehling have executed a Professional Services Agreement for a swimming pool for the property at 112 Harrison Forge Court, TMP #26-002-238, with corresponding legal and engineering escrow of \$5,000.00.
- 4. Gary and Maria Kensey have executed a Professional Services Agreement for the property at 312 Dorothy Lane, TMP #26-001-125-012, with corresponding legal and engineering escrow of \$5,000.00.
- 5. Diomede and Claudia Trozzi have executed a Professional Services Agreement for the property at 114 Curley Mill Road, TMP #26-003-001, and 84 Curley Mill Road, TMP #26-001-090, with corresponding legal and engineering escrow of \$2,000.00.

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 # 26-021-096

STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into thi	s, A.D.,
2021, by MELVIN T. KELSEY, Jr. and BEVERLY	' KELSEY, located at 22 Farber Drive,
Chalfont, PA 18914 (hereinafter referred to as	"Landowners"), and NEW BRITAIN
TOWNSHIP, a Township of the Second Class, with offi	ces located at 207 Park Avenue, Chalfont,
PA 18914 (hereinafter referred to as the "Township").	

WITNESSETH

WHEREAS, Landowners are the owner of a tract of land consisting of approximately 0.52 acres, located at 22 Farber Drive in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-021-096 (hereinafter referred to as the "**Property**"); and

WHEREAS, Landowners have submitted plans to the Township for the construction of an addition to an existing dwelling (hereinafter referred to as the "**Project**") pursuant to plans entitled "Grading Plan" for Melvin and Beverly Kelsey, as prepared by Cowan Associates, Inc., dated October 14, 2020, and last revised December 8, 2020, consisting of two (2) sheet, said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the "**Plan**"); and

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

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

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

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

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

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

- 1. For the purposes of this agreement, the following definitions shall apply:
- BMP (Best Management Practice) Activities, facilities, designs, measures, or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the Township's Stormwater Management Ordinance, including but not limited to infiltration trenches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers, sand filters, and detention basins.
- <u>Stormwater Management Facility</u> Any structure, device, construct, or improvement (including, but not limited to BMPs) designed, installed, constructed, and maintained for the purpose controlling and regulating stormwater.
- 2. All Stormwater Management Facilities shall be constructed by Landowners in accordance with the terms, conditions, and specifications identified in the Plan.
- 3. Landowners shall operate and maintain the Stormwater Management Facilities as shown on the Plan in good working order acceptable to the Township and in accordance with the specific maintenance requirements noted on the Plan.
- 4. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite Stormwater Management Facilities by Landowners; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
- 5. Landowners shall keep and maintain the Stormwater Management Facilities in good working condition. Landowners shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said Facilities shown on the Plan and located on the Property, including but not limited to drainage swales, detention and

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

- a. To regularly perform all inspections and maintenance of the Stormwater Management Facilities as is necessary and desirable to ensure the proper functioning of the Facilities.
- b. Not to alter any of the Stormwater Management Facilities in a manner which would adversely affect the proper functioning of one or more of the Facilities or cause any of the Facilities to differ from what is shown on the Plan, without written approval of the Township.
- c. To remove debris and silt from the Stormwater Management Facilities to ensure that the Facilities remain in good working order.
- d. To make all repairs necessary to ensure the continued proper operation of the Stormwater Management Facilities.
- 6. Any and all Stormwater Management Facilities or erosion and sedimentation control facilities that have been damaged or fail to function properly, for any reason, shall be stabilized and reconstructed by Landowners to approved design grades and specifications as shown on the Plan and approved by the Township.
- 7. All open swale/drainage easements and drainage, detention, and/or retention basin easements shown on the Plan shall be maintained in a grassed or otherwise improved condition, in accordance with the grades and designs shown on the Plan. All such areas shall be kept free of all obstructions, including but not limited to, fill, temporary or permanent structures, and plants (other than what is shown on the Plan).
- 8. Whenever sedimentation is caused by stripping vegetation, grading, or other earth moving activities on the Property, it shall be the responsibility of Landowners to remove such sedimentation from all adjoining surfaces, drainage systems, and watercourses, and to correct and repair any damage caused by such sedimentation at their sole expense.
- 9. Landowners hereby agree to retain a reputable service company to inspect any and all Stormwater Management Facilities installed and/or constructed as a part of this Project. Such inspection shall occur on an annual basis and, if required, this service company shall clean such structures by removing any debris or other material from them. The material removed must be disposed of at a DEP-permitted landfill or some other facility approved by DEP for the handling of such material. Landowners are specifically prohibited from flushing any debris or other material out of the Facilities.

- 10. Landowners hereby agree to comply with all regulations promulgated by the Pennsylvania Department of Environmental Protection for the NPDES MS4 program.
- 11. Landowners hereby grant permission to the Township, its authorized agents and employees, upon presentation of proper identification, to enter upon the Property at reasonable times to inspect the Stormwater Management Facilities whenever the Township deems necessary. The purpose of such inspections is to ensure safe and proper functioning of the Facilities. The inspections shall cover each and every Facility and the appurtenant structures, including BMPs, berms, outlet structures, pond areas, access roads, etc. When inspections are conducted, the Township shall give Landowners copies of any inspection report which may have been prepared. Maintenance inspections shall be performed at the discretion of the Township. All reasonable costs for said inspections shall be borne by Landowners and payable to the Township.
- 12. Landowners hereby grant and convey to the Township, its authorized agents and employees, a non-exclusive access easement over the Property for the sole purposes of: inspecting the Stormwater Management Facilities; maintaining, when necessary, these Facilities; curing any default by Landowners; and exercising the rights granted to the Township under this Agreement. Nothing herein shall be construed to permit the Township, its agents or employees to access dwellings, buildings, or accessory buildings on the Property. The Township releases Landowners from all claims, losses, damages, liabilities, or any other demand for money or damages whatsoever, including, without limitation, all attorney's fees, arising out of or related in any way to the Township's presence on the Property pursuant to this Agreement, except those based upon Landowners' negligence, gross negligence, or willful misconduct. Furthermore, the Township warrants and shall forever defend against any such claims.
- 13. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property, without notification, to inspect the Stormwater Management Facilities and to perform any necessary maintenance and repairs to the Facilities, if the health or safety of the public is at jeopardy. Under such circumstances, the Township shall notify Landowners of any inspection, maintenance or repair undertaken within five days of the activity. Landowners shall reimburse the Township for its costs.
- 14. Landowners shall be responsible for and shall guarantee the proper inspection, operation, performance, maintenance, repair, and replacement of the Stormwater Management Facilities. Contemporaneously with the execution of this Agreement, Landowners shall pay a Stormwater BMP Maintenance Guarantee of One Hundred Twenty-Five Dollars (\$125.00) to provide financial guarantees for the timely and proper installation, construction, inspection, operation, performance, maintenance, repair, and replacement of the Facilities (hereinafter referred to as the "Guarantee"). Furthermore, Landowners shall pay any costs and expenses incurred by the Township regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities and any costs and expenses the Township incurred by performing any work of any nature on the Facilities, due to Landowners' failure to perform such work. Landowners shall reimburse the Township within thirty (30) days of receipt of an invoice for all costs and expenses (direct and indirect) incurred by the Township. In the event Landowners fail to fulfill such responsibility or guarantee regarding the inspection, operation, performance,

maintenance, repair, and replacement of the Facilities or 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 Landowners.

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

- 15. In the event the Township, pursuant to this Agreement, performs work of any nature on the Stormwater Management Facilities on the Property or expends any funds in performance of said work on account of Landowners' failure to perform such work, Landowners shall reimburse the Township within thirty (30) days of receipt of an invoice for all costs and expenses (direct and indirect) incurred by the Township related to such work. If this invoice is not paid within said thirty-day period, the Township may enter a lien against the Property or a portion thereof on which the work was performed in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under provisions of the Second Class Township Code.
- 16. It is expressly understood and agreed that the Township is under no obligation to maintain or repair any of the Stormwater Management Facilities on the Property, and, in no event shall this document be construed to impose any such obligation upon the Township.
- Landowners, for themselves, their heirs, grantees, successors and assigns, release the Township, its engineer, solicitor, and all other agents, servants, or employees from all claims, losses, damages, liabilities, or any other demand for money or damages whatsoever, including, without limitation, all attorney's fees, arising out of or related in any way to the construction, presence, existence, or maintenance of the Stormwater Management Facilities; the grant of this Agreement; Landowners' compliance with this Agreement; or the exercise of the rights granted to the Township by this Agreement. Furthermore, Landowners, for themselves, their heirs, grantees, successors, and assigns, warrant and shall forever defend against any such claims. This Release, however, shall not apply to claims, actions, losses, damages, costs, or liabilities arising out of the intentional negligence and/or willful conduct of the Township, its engineer, solicitor, and all other agents, servants, or employees. In the event such a claim relating to the Facilities is asserted against the Township, its engineer, solicitor, and all other agents, servants, or employees, the Township shall promptly notify Landowners, and Landowners shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the Township, its engineer, solicitor, and all other agents, servants, or employees, shall be adjudicated against the Township, Landowners shall pay all costs and expenses in connection therewith.

- 18. Landowners shall hold Township harmless and indemnify Township, its officers, employees, or agents, from and against any and all claims, actions, causes of action, judgments, costs, expenses and liabilities of any kind whatsoever incurred in connection with, arising from or as a result of death, accident, injury, loss, or damage to any person or any property in or about the subject Stormwater Management Facilities arising out of the performance by Landowners, their heirs, grantees, successors, and assigns, in constructing, inspecting, operating, repairing, replacing, and/or maintaining such Facilities. Landowners further agree that they, their grantees, heirs, successors, and assigns will reimburse the Township for any expenses which the Township, its officers, employees, or agents, have incurred, including legal fees, engineering fees, expert witness fees, and judgments, as a result of claims filed or brought against the Township, its officers, employees, or agents, related to the construction, inspection, operation, repair, replacement, and/or maintenance of the Stormwater Management Facilities.
- 19. If the Township determines that a violation of the terms of this Agreement has occurred, it shall give written notice to Landowners of such violation, along with a list of responsibilities which have not been properly performed by Landowners, and demand corrective action sufficient to cure the violation. Landowners shall have fifteen (15) calendar days to accomplish, to the Township's satisfaction, the responsibilities on the list. If Landowners fail to cure the violation(s) within these fifteen (15) days after receipt of notice thereof from the Township, or under circumstances where the violation cannot reasonably be cured within a fifteen (15) day period, 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.

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

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

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

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

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

- 20. This Agreement shall be recorded with the Bucks County Recorder of Deeds. This Agreement is appurtenant to Property and shall be construed to be covenants running with the land binding upon Landowners, their heirs, grantees, successors, and assigns.
- 21. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, grantees, successors, and assigns. The terms "Landowners", "New Britain Township", and "Township" as used herein shall include their respective heirs, grantees, successors, and assigns.
- 22. The parties agree that this Agreement contains all of the agreements between the parties regarding the operation and maintenance of the Stormwater Management Facilities and that there are no other agreements or representations made by either of them. This Agreement sets forth the entire understanding between the parties as to the subject matter of this Agreement and any representations, oral or written, not contained therein, are without effect.
- 23. Landowners shall not assign this Agreement, in whole or any part, to any person or other entity without the prior written consent of the Township. Any attempt at assignment without the prior written consent of the Township shall be null and void, not binding on the Township, and the same shall constitute a default under this Agreement.
- 24. This Agreement shall not be modified or terminated except by written agreement of the parties.
- 25. It is expressly understood and agreed that no third party beneficiaries are created by this Agreement.
- 26. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and Ordinances of New Britain Township. All the parties to this Agreement hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Bucks County, Pennsylvania regarding any dispute arising out of or in connection with this Agreement. All the easement rights and responsibilities shall be exercised in compliance with all applicable laws, ordinances, rules, and regulations along with all approvals granted by all governmental authorities having jurisdiction over the Property and/or the Project, including, without limitation, New Britain Township.
- 27. If any ambiguity or ambiguities in this Agreement should be claimed by either Landowners or the Township, or if any court of competent jurisdiction should determine that any ambiguity exists in this Agreement, any such ambiguity shall be resolved in favor of ensuring the

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

- 28. The provisions of this Agreement shall be severable. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, unenforceable, unconstitutional, or void, for any reason, only such provision shall be illegal, invalid, unenforceable, unconstitutional, or void and the remainder of this Agreement shall be in full force and effect.
- 29. In the event that any of the provisions of this Agreement should, for any reason whatsoever, not be noted or recited in any subsequent deed for the Property or any portion thereof, such terms, conditions and restrictions shall attach to the Property or any portion thereof under and pursuant to this Agreement notwithstanding the absence of such provisions in said deed.

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NEW BRITAIN TOWNSHIP STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT 22 Farber Drive (Signatures)

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

LANDOWNERS:		KELSEYS
Witness	Ву:	Melvin T. Kelsey, Jr.
Witness	Ву:	Beverly Kelsey
TOWNSHIP:		NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS
the day of Township with a quorum present and vo	, A oting, wit the Town	d of Supervisors of New Britain Township on .D., 2021, at an official public meeting of the h the proper officers of the Township being aship Secretary or Assistant Secretary, being I meeting.
ATTEST:	Ву:	Name: Title: Chairman
Eileen Bradley, Secretary		

NEW BRITAIN TOWNSHIP STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT 22 Farber Drive (Acknowledgments)

BY LANDOWNERS	<u>S</u>		
COMMONWEALT	H OF PENNSYLVANIA	:	
		: ss.	
COUNTY OF		:	
ON THIS	day of	, A.D., 2021, before me, a No	tary Public,
satisfactorily proven) to be the persons whose	, A.D., 2021, before me, a No Ir. and BEVERLY KELSEY , known name is subscribed to the within instrance he purposes therein contained.	
IN WITNES	S WHEREOF, I have here	unto set my hand and official seal.	
			(SEAL)
		Notary Public	(SEAL)
<u>BY TOWNSHIP</u>			
COMMONWEALT	H OF PENNSYLVANIA	:	
		: ss.	
COUNTY OF BUCK	KS	:	
On this	day of	, 2021, before me a No , CHAIRMAN OF THE B	tary Public,
personally appeared		, CHAIRMAN OF THE B	BOARD OF
SUPERVISORS OF	F NEW BRITAIN TOWN	SHIP, and as such, being authorized	d to do so,
		for the uses and purposes therein set for	-
IN WITNES	S WHEREOF, I have here	unto set my hand and official seal.	
			(CEAL)
	_	Notary Public	_(SEAL)



January 18, 2021

File No. 17-12046

Richard R. Carroll, III, President Hallmark Homes Group 865 Easton Road, Suite 320 Warrington, PA 18976

Reference: Hallmark Homes-Mill Ridge LLC, Escrow Release #3

Mill Ridge Major Subdivision (Assal Tract) TMP #26-003-003 (New Britain Township)

Dear Mr. Carroll:

In response to your request for the third escrow release associated with the above-referenced project, a representative from our office performed a site observation of the completed improvements on January 14, 2021. We have prepared Certificate of Completion #3 in the amount of \$104,331.15 including retainage for execution of an officer of Hallmark Homes-Mill Ridge LLC. Upon execution, please forward the Escrow Tabulation and Certificate of Completion, with original signature, to New Britain Township for consideration at an upcoming public meeting.

By copy of this letter to New Britain Township, we recommend the release of the funds as delineated on the attached breakdown and which equal One Hundred Four Thousand Three Hundred Thirty-One Dollars and Fifteen Cents (\$104,331.15) to Hallmark Homes-Mill Ridge LLC. This leaves \$680,019.80 remaining in the escrow fund for work within New Britain Township.

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

Sincerely,

Janene Marchand, P.E. Township Engineer

Gilmore & Associates, Inc.

fanurial Parchamal

JM/tw

Enclosures: as referenced

cc: Eileen M. Bradley, Township Manager Michael Walsh, Assistant Manager

Kelsey Harris, Zoning Officer

Peter Nelson, Esquire, Grim, Biehn & Thatcher

Craig D. Kennard, P.E., V.P., Gilmore & Associates, Inc.

Timothy Wallace, E.I.T., Gilmore & Associates, Inc.

Brian Dusault, Construction Manager, Gilmore & Associates, Inc.

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



GILMORE & ASSOCIATES, INC.

ENGINEERING & CONSULTING SERVICES

65 E. Butler Avenue, Suite 100 New Britain, PA 18901-5106 (215) 345-4330 Fax (215) 345-8606 www.gilmore-assoc.com

January 18, 2021 Project No.: G&A #17-12046

CERTIFICATE OF COMPLETION NO. 3 HALLMARK HOMES-MILL RIDGE LLC NEW BRITAIN TOWNSHIP

Original Financial Security:

\$832,223.00 (Total Construction)

\$ 83,222.30 (Total Contingency)

\$ 41,611.15 (Total Eng/Insp/Legal)

\$ 957,056.45 (Total Escrow Posted)

We, the undersigned, hereby certify that the work provided for a certain Agreement between New Britain Township and Hallmark Homes-Mill Ridge LLC relative to the construction and installation of certain improvements to the Mill Ridge Subdivision have been completed to the extent of One Hundred Four Thousand Three Hundred Thirty-One Dollars and Fifteen Cents (\$104,331.15). This certificate authorizes the Financial Security be reduced to the extent of \$104,331.15 held by Meridian Bank pursuant to the Financial Security Agreement between the Township, the Bank, and Hallmark Homes-Mill Ridge LLC.

This draft is drawn upon the above stated security account and no other account which may be applicable to this project or in which Hallmark Homes-Mill Ridge LLC may have an interest. It is payable in an amount not to exceed \$104,331.15 to Hallmark Homes-Mill Ridge LLC or such other persons or parties as they shall designate.

ESCROW SUMMARY

Total Financial Security: \$ 957,056.45
Amount of Previous Releases: \$ 172,705.50
Amount of this Request: \$ 104,331.15
Amount of Construction Available: \$ 524,404.50
Total Escrow Remaining: \$ 680,019.80

NEW	RRITAIN	TOWNSHIP	ENGINEER:

DESIGNATED DRAFT RECIPIENT:

favur am anchand 01/18/2021 Date

Janene Marchand, P.E. Gilmore & Associates, Inc Township Engineers Name (print).<u>K∗&</u>

Title Trestaes

Signature

NEW BRITAIN TOWNSHIP MANAGER:

Eileen Bradley, Township Manager



ESCROW STATUS REPORT

PROJECT NAME: PROJECT NO.: PROJECT OWNER:	NAME: Mill Ridge Subdivision-New Britain Township NO.: 17-12046 OWNER: Hallmark Homes-Mill Ridge LLC	TOTAL CON	TOTAL CONSTRUCTION: TOTAL CONSTRUCTION: TOTAL ENGINSPILEGAL:	TOTAL CONSTRUCTION: TUCTION CONTINGENCY: TOTAL ENGINSP/LEGAL:	\$832,223.00 \$83,222.30 \$41,611.15		AMOUNT OF RETAINAGE AMOUNT OF	AMOUNT OF WORK IN PLAC RETAINAGE THIS RELEASE: AMOUNT OF THIS RELEASE:	AMOUNT OF WORK IN PLACE THIS PERIOD RETAINAGE THIS RELEASE: AMOUNT OF THIS RELEASE:	ä	\$ 115,923.50 \$ 11,592.35 \$ 104,331.15
MUNICIPALITY: ESCROW AGENT: TYPE OF SECURIT AGREEMENT DAT	MUNICIPALITY: New Britain Township ESCROW AGENT: Meridian Bank TYPE OF SECURITY: Acquisition Development and Construction Loan AGREEMENT DATE: 9/16/2020		TOTAL ESCR	TOTAL ESCHOW POSTED: \$957,056.45 RELEASE DATE: January 18, 2021	\$957,056.45 3 anuary 18, 2021		TOTAL ESCE TOTAL ESCE TOTAL CONS TOTAL ENG/ TOTAL RETA TOTAL CONS	TOTAL ESCROW RELEASED T TOTAL ESCROW REMAINING: TOTAL CONSTRUCTION CONTOTAL ENGINSP/LEGAL: TOTAL RETAINAGE TO DATE: TOTAL CONSTRUCTION AVAIL	TOTAL ESCROW RELEASED TO DATE: TOTAL ESCROW REMAINING: TOTAL CONSTRUCTION CONTINGENCY: TOTAL ENGINSPLEGAL: TOTAL ENGINSPLEGAL: TOTAL RETAINAGE TO DATE: TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	RELEASE:	\$ 277,036.65 \$ 680,019.80 \$ 83,222.30 \$ 41,611.15 \$ 30,781.85 \$ 524,404.50
	ESCROW TABULATION				CURRENT RELEASE	EASE	RELEASED TO DATE	то рате	AVAILABLE FOR RELEASE	R RELEASE	RELEASE REQ#4
	CONSTRUCTION ITEMS	UNITS QUANTITY	UNIT	TOTAL	YTITA	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY
I. ERO	EROSION CONTROL										
÷ (Rock Construction Entrance		\$2,000.00	\$2,000.00			- <u>.</u>	\$2,000.00			
ni m	Silt Sock - 8" (D,E,F,G,H) Silt Sock - 12" (O,O,R)	LF 1,740	\$2.85	\$4,959.00			1,740	\$4,959.00			
4	Silt Sock - 18" (A.B.C,L,N,Q)	-	\$5.50	\$6,655.00			1,210	\$6,655.00			
ഗ് ഗ	Silt Sock - 24" (I.J.K.P)	LF 520	\$10.00	\$5,200.00			520	\$5,200.00			
. v.	Sitt Scen - 32 (M) Clearing & Grubbing		\$6,000.00	\$6,000.00			200	\$6,000.00		-	
œ	Orange Tree Protection Fence	LF 3,435	\$1.80	\$6,183.00			3,435	\$6,183.00			
o, E	Temporary Seeding (Topsoil Pile Only)		\$700.00	\$700.00			0.25	\$175.00	0.75	\$525.00	
2 =	Rip Rap Lining Rip Rap Lining	SY 40	\$50.00	\$2,400.00			40	\$4,000.00		•	
12.	R7 Rip Rap Lining		\$100.00	\$400.00					4	\$400.00	
5, 5	Inlet Filters		\$120.00	\$1,440.00					12	\$1,440.00	
4. t	S/S Matting Filter Bao	EA 190,500	\$500.00	\$500.00					190,500	\$500.00	
16.	E&S Maintenance	LS 1	\$2,500.00	\$2,500.00					۳	\$2,500.00	
17.	E&S Removal	LS 1	\$2,000.00	\$2,000.00					Ē	\$2,000.00	
II. BAS	BASIN#1										
<i>;</i> .	Topsoil 8" Strip/Stockpile		\$3.00	\$4,470.00	į		1,490	\$4,470.00			
ni e	Keyway Excavation Basin Cut/Fill	CY 350	\$5.00	\$1,750.00	3.185	\$9,750.00	3 185	\$9,750.00		•	
4,	Site Cut/Basin Fill		\$2.90	\$5,800.00	2,000	\$5,800.00	2,000	\$5,800.00		•	
່ເນ	RCP O-Ring, CL III - 18"	LF 123	\$32.00	\$3,936.00	123	\$3,936.00	123	\$3,936.00			
9 7	DW Headwalls - 6" SDR - 26 PVC - 6"	EA 11	\$1,500.00	\$286.00	F	\$1,500.00	- =	\$286.00			
ထံ	Outlet Structure	EA 1	\$2,500.00	\$2,500.00	ж (\$2,500.00	g er (\$2,500.00			
9. 0	Anti-Seep Collars Respread Topsoil - 9"	CY 1.070	\$750.00	\$3,745,00	2	\$1,500.00	N	\$1,500.00	1.070	\$3,745.00	
Ę	Emergency Spillway	SF 900	\$1.50	\$1,350.00					006	\$1,350.00	
12.	Conversion (Udrain & Amended Soil)	LS 1	\$30,000.00	\$30,000.00					-	\$30,000.00	
III. BAS	BASIN #2										
	Topsoil 8" Strip/Stockpile		\$3.00	\$2,280.00			760	\$2,280.00			
ci e	Keyway Excavation	CV 225	\$5.00	\$1,125.00			225	\$1,125.00			
. 4·	Basin Cut/Site Fill	2	\$2.65	\$5,366.25			2,025	\$5,366.25			
ů,	Outlet Structure		\$2,500.00	\$2,500.00			T-	\$2,500.00			
9 2	RCP O-Ring, CL III - 24" Anti-Seen Collete	LF 50	\$45.00	\$2,250.00			20	\$2,250.00			
; œ	Anti-Seep Collars Respread Topsoil - 9"	5	\$3.50	\$1,802.50			Ĭ.	200	515	\$1,802.50	
் எ	Emergency Spillway		\$1.50	\$1,350.00					006	\$1,350.00	
10.	Conversion (Udrain & Amended Soil)	LS 1	\$15,000.00	\$15,000.00					-	\$15,000.00	Page 1 of 3
1/18/2021											ם מפער



ESCROW STATUS REPORT

PROJECT NAME: PROJECT NO.: PROJECT OWNE	À.	Mill Ridge Subdivision-New Britain Township 17-12046 Hallmark Homes-Mill Ridge LLC	TOTAL CON	TOTAL CONSTRUCTION CONTINGENCY: TOTAL ENGINEPILEGAL:	TOTAL CONSTRUCTION: SUCTION CONTINGENCY: TOTAL ENGINEPLEGAL:	\$832,223.00 \$83,222.30 \$41,611.15		AMOUNT OF RETAINAGE AMOUNT OF	AMOUNT OF WORK IN PLAC RETAINAGE THIS RELEASE: AMOUNT OF THIS RELEASE	AMOUNT OF WORK IN PLACE THIS PERIOD: RETAINAGE THIS RELEASE: AMOUNT OF THIS RELEASE:	Q	\$ 115,923.50 \$ 11,592.35 \$ 104,331.15
MUNICIPALITY: ESCROW AGENT: TYPE OF SECURITY AGREEMENT DATI	MUNICIPALITY: New Britain Township ESCROW AGENT: Meridian Bank TYPE OF SECURITY: Acquisition Developm AGREEMENT DATE: 9/16/2020	MUNICIPALITY: New Britain Township. ESOROW AGENT: Meridian Bank. TYPE OF SECURITY: Acquisition Development and Construction Loan AGREEMENT DATE: 9/16/2020		A SECOND	RELEASE DATE: 3897,0502.45 RELEASE DATE: January 18, 2021	3 anuary 18, 2021		TOTAL ESC! TOTAL ESC! TOTAL CON TOTAL ENG. TOTAL RET, TOTAL CON	TOTAL ESCROW RELEASED TO DATE: TOTAL ESCROW RENAINING: TOTAL CONSTRUCTION CONTINGENC TOTAL ENGINSP/LEGAL: TOTAL RETAINAGE TO DATE: TOTAL CONSTRUCTION AVAILABLE FG	TOTAL ESCROW RELEASED TO DATE: TOTAL ESCROW REMAINING: TOTAL CONSTRUCTION CONTINGENCY; TOTAL ENGINSP/LEGAL: TOTAL RETAINAGE TO DATE: TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	RELEASE:	\$ 277,036.65 \$ 680,019.80 \$ 83,222.30 \$ 41,611.15 \$ 30,781.85 \$ 524,404.50
		ESCROW TABULATION				CURRENT RELEASE	ELEASE	RELEASE	RELEASED TO DATE	AVAILABLE FOR RELEASE	OR RELEASE	RELEASE REQ#4
	CONSTRUC	CONSTRUCTION ITEMS	TS QUANTITY	UNIT	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY
IV. BAS	BASIN#3			700000000000000000000000000000000000000	0.000			1000				
- 0	Topsoil 8" Strip/Stockpile	lle CY	1,540	\$3.00	\$4,620.00			1,540	\$4,620.00			
iei	Basin Cut/Fill	16	•	\$2.90	\$5,771.00			1,990	\$5,771.00			
4, 11	Basin Cut/Site Fill	6 0	3,050	\$2.90	\$8,845.00			3,050	\$8,845.00			
் ம்	DW Headwalls - 30"			\$2,000.00	\$2,000.00			· 57	\$2,000.00			
, a	RCP O-Ring, CL III - 30"		45	\$65.00	\$2,925.00			45	\$2,925.00			
் எ	Respread Topsoil - 9"	0 0		\$3.50	\$3,080.00			1	000	880	\$3,080.00	
10.	Emergency Spillway Conversion (Udrain & Amended Soil)	SF Amended Soil) LS	900	\$35,000.00	\$1,350.00					006	\$1,350.00	
	, ide											
- EAF	EAKTHWORK 1. Topsoil 8" Strip/Stockpile		Y 10,800	\$2.90	\$31,320.00	1,200	\$3,480.00	8,000	\$2	2,800	\$8,120.00	
67.6	Diversion Swale Grading			\$2.00	\$1,630.00	0	0000	408	\$816.00	407	\$814.00	
w. 4.	Site Cut/Hill Road Excavation for Widening	'Idening CY	13,000	\$2.90	\$3,000.00	2,000	\$5,800.00	005,0	\$20,135.00	200	\$3,000.00	
VI. STC	STORM SEWER											
	Saw Cutting		140	\$1.00	\$140.00			140	\$140.00			
ci c	DW Headwalls - Double 29x45"	DW Headwalls - Double 29x45"	A 20	\$5,000.00	\$10,000.00			CJ 16	\$10,000.00			
o 4	DW Headwalls - 24" x 38"			\$2,800.00	\$5,600.00			3 01	\$5,600.00			
5	RCP O-Ring, CL III - 24"x38" Crossing Road			\$120.00	\$4,200.00		500000000000000000000000000000000000000	35	\$4,200.00		7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
1 6	RCP O-Ring, CL III - 18"	-S-	2,000	\$40.00	\$80,000.00	970	\$38,800.00	1,000	\$40,000.00	1,000	\$40,000.00	
· «	RCP Filiptical CL III - 24"x38"			\$110.00	\$7,920.00	72	\$7,920.00	72	\$7,920.00			
် တံ	RCP Elliptical, CL III - 29"x45"			\$120.00	\$6,000.00			20	\$6,000.00	,		
1 -0.	DW Headwalls - 18"	EA FA		\$3,200.00	\$9,000.00	-	\$1,500.00	N N	\$3,000.00	4	\$6,000.00	
12.	DW Headwalls - 29"x45"			\$3,500.00	\$3,500.00			+	\$3,500.00			
13.	Type C Inlet - 4'	Ш	A 13	\$2,200.00	\$28,600.00	4	\$8,800.00	7	\$15,400.00	9	\$13,200.00	
VII.	CONCRETE			9							0000	
÷ (Sidewalk	so c	SF 4,610	\$4.00	\$18,440.00					4,610	\$18,440.00	
v 6,	Belgian Block Curb		+	\$19.00	\$37,050.00					1,950	\$37,050.00	

1/18/2021



277,036.65 680,019.80 83,222.30 11,592.35 115,923.50 AMOUNT OF WORK IN PLACE THIS PERIOD: RETAINAGE THIS RELEASE: TOTAL ESCROW RELEASED TO DATE: TOTAL ESCROW REMAINING: TOTAL CONSTRUCTION CONTINGENCY; AMOUNT OF THIS RELEASE: \$832,223.00 \$83,222.30 \$41,611.15 \$957,056.45 RELEASE NO.: 3 RELEASE DATE: January 18, 2021 TOTAL CONSTRUCTION: TOTAL ENGINSPLEGAL: TOTAL ENGINSPLEGAL: TOTAL ESCROW POSTED: MUNICIPALITY: New Britain Township ESCROW AGENT: Meridian Bank TYPE OF SECURITY: Acquisition Development and Construction Loan AGREEMENT DATE: 9/16/2020 Mill Ridge Subdivision-New Britain Township 17-12046 PROJECT NO.: 17-12046 PROJECT OWNER: Hallmark Homes-Mill Ridge LLC ESCROW STATUS REPORT PROJECT NAME:

41,611.15 30,781.85 524,404.50

TOTAL ENG/INSP/LEGAL: TOTAL RETAINAGE TO DATE: TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:

		ESCROW TABULATION				CURRENT RELEASE	RELEASED TO DATE		AVAILABLE FOR RELEASE	RELEASE REQ#4
				LINO	TOTAL	TOTAL	TOTAL		TOTAL	
		CONSTRUCTION ITEMS	UNITS QUANTITY	PRICE	AMOUNT	QUANTITY AMOUNT	QUANTITY AMOUNT	QUANTITY	AMOUNT	QUANTITY
Ĭ.		MILL RIDGE BOAD PAVING								
	ب	Fine Grade for Paving	SY 3,200	\$0.80	\$2,560.00			3 200	\$2 560.00	
	5	2A Mod Subbase - 6"		\$4.80	\$15,360.00			3,500	\$15,360.00	
	69	25mm Superpave Base - 4-1/2"		\$17.00	\$54,400.00			3.200	\$54 400 00	
_	4.	Sweep & Tack Seal	SY 3,200	\$0.50	\$1,600.00			3,200	\$1,600,00	
	2.	9.5mm Superpave - 1-1/2"	SY 3,200	\$8.00	\$25,600.00			3.200	\$25,600.00	
_	9	Pavement Markings - Hot Thermoplastic	LS 1	\$545.00	\$545.00			-	\$545.00	
	7.	Signs	EA 8	\$220.00	\$1,760.00			80	\$1,760.00	
	ထံ	Stamped Asphalt Crosswalk	EA 1	\$1,000.00	\$1,000.00			۴	\$1,000.00	
×	<u>a</u>	CIBLEY MILL BOAD BAVING								
<u> </u>	-	Mill Curley Mill Boad	2000	90 36	00000					
	: 0	Base Benair		45.00	00.000.00			2,000	\$10,000.00	
	ic	Fine Grade Midenine		920.00	00.000,14			20	\$1,000.00	
_	· •			00.19	00.6594			635	\$635.00	
	4 L	ZA Mod Subbase - 6		\$4.80	\$3,048.00			635	\$3,048.00	
	ń.	25mm Superpave Base - 5"	SY 635	\$17.50	\$11,112.50			635	\$11,112.50	
	9	19mm Superpave Binder - 2"		\$12.00	\$7,620.00			635	\$7,620.00	
	7.	Sweep & Tack Seal		\$0.50	\$317.50			635	\$317.50	
	œ'	9.5mm Superpave Wearing - 1-1/2" (Full Cartway and Wider	SY 2,635	\$8.00	\$21,080.00			2,635	\$21,080.00	
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	÷	Survey and Asbuilts	S	\$12,500.00	\$12,500,00		0.50 \$6.250.00	0.50	\$6.250.00	
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_	ni •	intal Trees		\$250.00	\$17,500.00			20	\$17,500.00	
	4. 1	Shrubs	EA 261	\$30.00	\$7,830.00			261	\$7,830.00	
	ń	Meadow Mix -Rear Yards	-8	\$2,000.00	\$2,000.00			-	\$2,000.00	
×	MISC	MISCELLANEOUS								
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1/18/2021

NEW BRITAIN TOWNSHIP PROFESSIONAL SERVICES AGREEMENT

(PERMITS)

THIS AGREEMENT made this _____ day of ______, A.D., 20___, by and between NEW BRITAIN TOWNSHIP, Bucks County, Pennsylvania, with offices at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the "Township") and Scott and Kerri Ehling of 112 Harrison Forge Court (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the applicant for zoning, building, and/or use & occupancy permits concerning certain real estate located at 112 Harrison Forge Court, also known as Bucks County Tax Map Parcel No(s). 26-022-238 (hereinafter referred to as the "Property"); and

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

- 1. Developer and the Township hereby authorize and direct the Township's consulting engineer or his/her designee(s) (hereinafter referred to as "Engineer") to review the Plans and to make such recommendations and specifications as may be necessary with respect to such Plans and to make any and all engineering inspections as required by the Township pursuant to its ordinances or codes which in the Engineer's opinion are required in accordance with good engineering practices.
- 2. Developer and the Township acknowledge that the Township will incur additional engineering, legal, and other costs and fees relating to the review, approval, and inspection of the Plans and Project.
- 3. Developer shall pay: (a) any and all engineering charges and fees for the review and/or preparation of any and all plans, documents, correspondence, or other materials and matters or issues related to the Plans and/or Project by the Township Engineer; (b) any and all charges and fees for the inspection, monitoring, and/or testing concerning the Project performed in order to insure compliance with all applicable ordinances of the Township or other applicable rules, regulations and statutes; (c) any and all legal charges and fees for the review and/or preparation of any and all plans, documents, correspondence, or other materials and matters or issues related to the Plans and/or Project by the Township Solicitor; and (d) a monthly administrative charge of 10% of billed expenses that are incurred by the Township by reason of

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

- 4. Developer hereby agrees to establish an Escrow Account with the Township by depositing with the Township the sum of **Five Thousand Dollars** (\$5,000.00) payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank as security for the payment of all costs, expenses, charges, and fees as set forth in Paragraph 3 above. This Escrow Account shall be established concurrently with the execution of this Agreement and shall be held in a non-interest-bearing account by the Township.
- 5. In the event that the balance of the Escrow Account falls below 50% of the original deposit amount, Developer shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the Account to its original balance. In the event that this replenishment is insufficient to pay current Township-incurred expenses, Developer agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to replenishing the Escrow Account to its original balance. The Township will use its best efforts to advise Developer of the impending likelihood that its costs have exceeded the required Escrow Account balance described above.
- 6. Developer and the Township agree that upon completion or cancellation of the Project, all unused portions of the Escrow Account shall be returned to Developer upon written request to the Township Manager and in accordance with the instructions, if any, with said written request.
- 7. In the event Developer fails to provide sufficient funds for the Escrow Account as required under this Agreement upon fifteen (15) days written notice to Developer or fails make

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

- 8. In the event of Developer's default as described above, the Township may refuse to issue any permit or grant any approval necessary to further improve or develop the subject site until such time as the terms of this Agreement are strictly met by Developer.
- 9. Developer and the Township further agree that all fees or costs arising out of this Agreement shall be paid prior to the issuance of any permit, occupancy or otherwise, for the use, improvement, or construction of the buildings as proposed on the Plan or for the Project. Developer agrees and acknowledges that no permit, occupancy or otherwise, shall be issued until all outstanding fees and costs due the Township as of the date of the requested Occupancy Permit have been paid and Developer is not in default under this Agreement.
- 10. Developer may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Township that it does not desire to proceed with the Project and/or Plan. Developer shall be liable to the Township for its costs and expenses incurred to the date and time of the Township's receipt of this cancellation notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.
- 11. Developer and the Township further agree that the Township shall have the right and privilege to sue Developer or then property owner in assumpsit for reimbursement or to lien the property or both in its sole discretion for any expense in excess of the then current balance of funds in the Escrow Account incurred by the Township and payable by Developer under this Agreement. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.
 - 12. Developer and the Township acknowledge that this Agreement represents their

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

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

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

FOR NEW BRITAIN TOWNSHIP: Eileen Bradley, Township Manager FOR APPLICANT: By: (Applicant - Print Name) (Applicant - Signature(s) By:

(Applicant - Signature(s)

(Applicant - Print Name)

NEW BRITAIN TOWNSHIP PROFESSIONAL SERVICES AGREEMENT

(PERMITS)

THIS AGREEMENT made this day of	_, A.D., 20, by and
between NEW BRITAIN TOWNSHIP , Bucks County, Pennsylvania, w	ith offices at 207 Park
Avenue, Chalfont, PA 18914 (hereinafter referred to as the "Township")	and Gary and Maria
Kensey of 312 Dorothy Lane, Chalfont, PA 18914 (hereinafter referred to	to as " Developer ").

WITNESSETH:

WHEREAS, Developer is the applicant for zoning, building, and/or use & occupancy permits concerning certain real estate located at **312 Dorothy Lane**, also known as Bucks County Tax Map Parcel No(s). **26-001-125-012** (hereinafter referred to as the "**Property**"); and

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

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

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

WHEREAS, Developer has requested and/or requires the Township's inspection and/or approval of the work undertaken on the Property in conjunction with the requested permit(s); and

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

NOW, THEREFORE, the parties agree as follows:

- 1. Developer and the Township hereby authorize and direct the Township's consulting engineer or his/her designee(s) (hereinafter referred to as "Engineer") to review the Plans and to make such recommendations and specifications as may be necessary with respect to such Plans and to make any and all engineering inspections as required by the Township pursuant to its ordinances or codes which in the Engineer's opinion are required in accordance with good engineering practices.
- 2. Developer and the Township acknowledge that the Township will incur additional engineering, legal, and other costs and fees relating to the review, approval, and inspection of the Plans and Project.
- 3. Developer shall pay: (a) any and all engineering charges and fees for the review and/or preparation of any and all plans, documents, correspondence, or other materials and matters or issues related to the Plans and/or Project by the Township Engineer; (b) any and all charges and fees for the inspection, monitoring, and/or testing concerning the Project performed in order to insure compliance with all applicable ordinances of the Township or other applicable rules, regulations and statutes; (c) any and all legal charges and fees for the review and/or preparation of any and all plans, documents, correspondence, or other materials and matters or issues related to the Plans and/or Project by the Township Solicitor; and (d) a monthly administrative charge of 10% of billed expenses that are incurred by the Township by reason of this Contract. All charges and fees shall be paid by Developer as required by the Township and

in accordance with Paragraph 4 below. It is understood by its executing this Agreement that the Developer specifically accepts the fee schedules currently in effect.

- 4. Developer hereby agrees to establish an Escrow Account with the Township by depositing with the Township the sum of **Five Thousand Dollars** (\$5,000.00) payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank as security for the payment of all costs, expenses, charges, and fees as set forth in Paragraph 3 above. This Escrow Account shall be established concurrently with the execution of this Agreement and shall be held in a non-interest-bearing account by the Township.
- 5. In the event that the balance of the Escrow Account falls below 50% of the original deposit amount, Developer shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the Account to its original balance. In the event that this replenishment is insufficient to pay current Township-incurred expenses, Developer agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to replenishing the Escrow Account to its original balance. The Township will use its best efforts to advise Developer of the impending likelihood that its costs have exceeded the required Escrow Account balance described above.
- 6. Developer and the Township agree that upon completion or cancellation of the Project, all unused portions of the Escrow Account shall be returned to Developer upon written request to the Township Manager and in accordance with the instructions, if any, with said written request.
- 7. In the event Developer fails to provide sufficient funds for the Escrow Account as required under this Agreement upon fifteen (15) days written notice to Developer or fails make the initial deposit payment described above within five (5) days of the date of this Agreement,

Developer shall be in default of this Agreement.

- 8. In the event of Developer's default as described above, the Township may refuse to issue any permit or grant any approval necessary to further improve or develop the subject site until such time as the terms of this Agreement are strictly met by Developer.
- 9. Developer and the Township further agree that all fees or costs arising out of this Agreement shall be paid prior to the issuance of any permit, occupancy or otherwise, for the use, improvement, or construction of the buildings as proposed on the Plan or for the Project. Developer agrees and acknowledges that no permit, occupancy or otherwise, shall be issued until all outstanding fees and costs due the Township as of the date of the requested Occupancy Permit have been paid and Developer is not in default under this Agreement.
- 10. Developer may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Township that it does not desire to proceed with the Project and/or Plan. Developer shall be liable to the Township for its costs and expenses incurred to the date and time of the Township's receipt of this cancellation notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.
- 11. Developer and the Township further agree that the Township shall have the right and privilege to sue Developer or then property owner in assumpsit for reimbursement or to lien the property or both in its sole discretion for any expense in excess of the then current balance of funds in the Escrow Account incurred by the Township and payable by Developer under this Agreement. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.
- 12. Developer and the Township acknowledge that this Agreement represents their full understanding as to the Township's reimbursement for professional or consultant services.

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

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

FOR NEW BRITAIN TOWNSHIP:

	Eileen Bradley, Township Manager
FOR APPLICANT:	
	By:
(Applicant - Print Name)	(Applicant - Signature(s)
	By:
(Applicant - Print Name)	— (Applicant - Signature(s)

NEW BRITAIN TOWNSHIP CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this	day of	, A.D., 2021, by
and between NEW BRITAIN TOWNSHIP,	Bucks County, Penns	ylvania, with offices located at
207 Park Avenue, Chalfont, PA 18914 (herein	nafter referred to as "?	Township") and Diomede and
Claudia Trozzi, 114 Curley Mill Road, Chalfo	ont, PA 18914 (hereaf	ter 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. 26-003-001 located at 114 Curley Mill Road and Tax Map Parcel No. 26-001-090 located at 84 Curley Mill Road 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 Two
Thousand Dollars (\$2,000.00) payable as cash in U.S. Dollars or check drawn on a
Pennsylvania bank as security for the payment of all costs and expenses, charges and fees as set
forth in Paragraph 3 above, upon execution of this Agreement, which shall be held in a noninterest-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:

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	Eileen Bradley, Township Manager
DIOMEDE TROZZI (Applicant - Print Name)	By: Armal (Applicant - Signature(s)
Claudia Trozzi (Applicant - Print Name)	By: Claudia Eromi (Applicant - Signature(s)

NEW BRITAIN TOWNSHIP Bill List By Vendor Name

Page No: 1

P.O. Type: All Void: N Open: N Paid: N Range: First to Last Rcvd: Y Held: Y Aprv: N Format: Condensed Bid: Y Other: Y State: Y Exempt: Y Vendor # Name PO # PO Date Description Void Amount Status Amount Contract PO Type ROADCOOS Road Con, Inc. 19002643 01/08/21 PAYMENT #13/NESH GREENWAY TRL Open 84,649.38 0.00 UNIVEOUS UNIVESTABANK 19002644 01/08/21 LOAN PAYMENT 2,163.26 0.00 0pen Total Purchase Orders: 2 Total P.O. Line Items: O Total List Amount: 86,812.64 Total Void Amount: 0.00

January 18, 2021 EXPENDITURES PREVIEW APPROVAL
NBT BOARD OF SUPERVISORS
APPROVED BY THE BOARD OF SUPERVISORS
ATTEST:
DATE

NEW BRITAIN TOWNSHIP Bill List By Vendor Name

P.O. Type: All Paid: N Void: N Open: N Range: First to Last Rcvd: Y Held: Y Aprv: N Format: Condensed Bid: Y State: Y Other: Y Exempt: Y Vendor # Name PO # PO Date Description Status Void Amount Amount Contract PO Type 1852P005 1852 PA OPCO, LLC 0.00 19002690 01/14/21 DECEMBER 2020 CAR WASHES 0pen 35.20 ALEXA005 ALEXANDER KOMATICK 19002697 01/14/21 2021 CLEANING ALLOWANCE **Open** 800.00 0.00 AQUAPQIO AQUA PENNSYLVANIA 19002692 01/14/21 FIRE HYDRANT RENT 897.26 0.00 0pen ARMOUO10 ARMOUR & SONS ELECTRIC I 19002691 01/14/21 TRAFFIC SIGNAL REPAIR 3,138.89 0.00 **Open** ASSOC010 ASSOCIATED TRUCK PARTS 19002693 01/14/21 VEHICLE PARTS 0.00 0pen 602.99 ATTMOUTO AT&T MOBILITY 19002694 01/14/21 WIRELESS 0.00 411.36 0pen AUTOZOO5 Autozone, Inc. 19002695 01/14/21 PARTS 37.48 Open 0.00BERGE010 BERGEY'S INC. 19002686 01/14/21 PARTS/REPAIRS 1,521,51 0pen 0.00BRIANO10 BRIAN JONES 19002703 01/14/21 2021 CLEANING ALLOWANCE 0.00 0pen 800.00 BUCKS030 BUCKS COUNTY CONSORTIUM 19002689 01/14/21 2021 MEMBERSHIP DUES 0pen 150.00 0.00 GRICHOID C. RICHARD MICHIE II 19002706 01/14/21 2021 CLEANING ALLOWANCE 800.00 0pen 0.00 COMCA010 COMCAST 19002687 01/14/21 COMCAST INTERNET 0.00 1,350.07 0pen COURTOLO COURTER TIMES INC. 19002688 01/14/21 DECEMBER 2020 ADVERTISEMENTS 736.02 0.00 **Open** DANTEOSO DANTEL A. GONZALEZ 19002696 01/14/21 2021 CLEANING ALLOWANCE 0.00800.00 0pen DUNLAU10 dun apslk 19002683 01/14/21 PAYROLL PREPARATION 250.00 0.00 Open DVH1TO10: DVHT 19002645 01/14/21 MEDICAL/DENTAL INSURANCE 59,338.89 0.00 0pen

Vendor # 1	Name					
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1900268	5 01/14/21	AUTO PARTS	Open	615.83	0.00	
	(10)))E	AHAN CO., INC.	And Annual Control of the Control of	14 60	0.00	
19002004	4 01/14/21	MULTIPLE V-BELT	Open	14.68	0.00	
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			орен	1,320.00	0.00	
		OOL RENTAL INC PROPANE REFILL	Open	24.75	0.00	
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	H & K MATEI) 01/14/21	MATERIALS FOR PATCHING	Open	1,313.94	0.00	
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		DECEMBER 2020 COMMISSION FEE	Open	16.71	0.00	
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19002677	01/14/21	SUPPLIES	Open	233.63	0.00	
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19002679	9 01/14/21	RECYCLING GRANT/1ST PAYMENT	Open	2,500.00	0.00	
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19002070	0 01/14/21	USE & OCCUPANCY CERT REFUND	Open	75.00	0.00	
JEFFR010 J		MINS 2021 CLEANING ALLOWANCE	Open	800.00	0.00	
			орен	000.00	0.00	
10SEP050 J 19002704		POVICH 2021 CLEANING ALLOWANCE	Open	800,00	0.00	
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19002701	01/14/21	2021 CLEANING ALLOWANCE	Open	800.00	0.00	
MUNIL005-M			A second			
19002675	01/14/21	MONTHLY HOSTING FEES	Open	250.00	0.00	
NEWAR010 N		the state of the s		000.00	0.00	
13004074	01/14/71	QUARTERLY WEBSITE UPDATES	0pen	900.00	0.00	

Vendor # Name PO # PO Date Description	Status	Amount	Void Amount	Contract PO Type
NORTHOSO NORTH PENN WATER AUTHORIT 19002672 01/14/21 WATER	Open	139.16	0.00	
NYCOCO10 NYCO CORPORATION 19002673 01/14/21 PRESSURE WASHER/HOSE PARTS	Open	21.62	0.00	
PENNSOZO PA ONE CALL SYSTEM, INC. 19002670 01/14/21 DECEMBER 2020 PA ONE CALLS	0pen	140.10	0.00	
PAPCO005 FARCO 19002650 01/14/21 DIESEL FUEL	0pen	1,802.53	0.00	
PAULZ010 PAUL ZIELINSKI 19002700 01/14/21 2021 CLEANING ALLOWANCE	Open	800.00	0.00	
PECOE020 PECO ENERGY-PAYMENT PROCESSING 19002648 01/14/21 ELECTRIC EXPENSE	Open	617.34	0.00	
PENNPOOS PENN POWER GROUP. 19002669 01/14/21 EQUIPMENT REPAIRS	Open	460.00	0.00	
PENNS040 PENNSYLVANIA RECREATION & PARK 19002671 01/14/21 2021 PRPS MEMBERSHIP DUES	Open	60.00	0.00	
PHASE005 PHASE 4 CONSTRUCTION: 19002667 01/14/21 ZONING PERMIT REFUND	0pen	50.00	0.00	
PLASTOID PLASTERER EQUIPMENT CO. INC. 19002665 01/14/21 PARTS FOR LOADER	Open	17.76	0.00	
PSATS020 PSATS 19002666 01/14/21 PSATS MEMBERSHIP 2021	0pen	250.00	0.00	
QUINB010 QUINBY'S GUN SHOP 19002668 01/14/21 SWAT/ASSAULT PACK	0pen	53.99	0.00	
REITLOOS REIT LUBRICANTS CO. 19002664 01/14/21 DIESEL EXHAUST FLUID	0pen	74.45	0.00	
REPUB005 REPUBLIC SERVICES #320 19002662 01/14/21 TRASH REMOVAL	0pen	1,613.85	0.00	
RIGGIOIO RIGGINS INC. 19002649 01/14/21 FUEL EXPENSE	Open	3,756.75	0.00	
ROBER270 ROBERT E. LITTLE, INC. 19002663 01/14/21 MOWER PARTS	Open	23.42	0.00	
ROBER210 ROBERT SCAFIDI 19002708 01/14/21 2021 CLEANING ALLOWANCE	0pen	800.00	0.00	
SERVIO10 SERVICE TIRE TRUCK CENTERS 19002660 01/14/21 EMS/TIRES	0pen	523.24	0.00	

Vendor # Name PO # PO Date Description	Status	Amount	Void Amount	Contract	РО Туре
SHAWNOIO SHAWN MAGUIRE				The self of the se	
19002699 01/14/21 2021 CLEANING ALLOWANCE	Open	800.00	0.00		
SHAWNOZO SHAWN P KNIGHT		000.00			
19002702 01/14/21 2021 CLEANING ALLOWANCE	Open	800.00	0.00		
STANDOZO STANDARD DIGITAL IMAGING	0000	15.00	0.00		on, gradi i devente damena eta este emparationera. Propositionale este este este este este este este es
19002661 01/14/21 TONER CARTRIDGES/COPIER	Open	15.00	0.00		
THOMAO80 THOMAS DONNELLY 19002658 01/14/21 SNOW REMOVAL	0pen	800,00	0.00		
	open	800.00	0.00		
THOMPO10 THOMPSON NETWORKS 19002659 01/14/21 MONTHLY SERVICE/COMPUTERS	Open	1,289.00	0.00		
		1,203.00			
UNITEO10 UNITED ENSPECTION AGENCY INC. 19002657 01/14/21 OUTSIDE INSPECTIONS	Open	300.00	0.00		
			Company and the last of the la	no tra o ser altrata de la compa	
VERIZO10 VERIZON 19002652 01/14/21 POLICE & PUBLIC WORKS	Open	271.57	0.00		
VER12050-VER1ZON WIRELESS			magan a daliffe. Annosta mayakibishin a magan a		
19002651 01/14/21 POLICE WIRELESS SERVICE	Open	180.24	0.00	The second of th	trál 19 Angol Al Alaba étable a tritt a Trougat og bled andadrskab
WEHROOLO WEHRUNG S					
19002656 01/14/21 PUBLIC WORKS SUPPLIES/MATERIAL	0pen	65.27	0.00		होत्या क्षणे के विकास स्थापन है अने हार्यकृति काम होता अने हैं के किस हम्मान स्थापन है कि स्थापन की किस हमार इस हमार के किस स्थापन है अने हार्यकृति काम होता अने हैं कि किस हमार स्थापन है किस हमार स्थापन है कि स्थापन की
WYEE030 = WILLIAM BEACK	A plan and a second and a secon				
19002653 01/14/21 2021 BOOT ALLOWANCE REIMB	0pen	222,49	0.00	e Margaria Maria de Comercia d	The second section of the second seco
WILLIO30 WILLIAM CLEMMER					
19002654 01/14/21 SNOW PLOWING	Open	1,400.00	0.00		
WORKPOOS WORKPLACE CENTRAL	A STATE OF THE PROPERTY OF T			Control of the second s	
19002655 01/14/21 ADMINISTRATION OFFICE SUPPLIES	Open	137.91	0.00		
Total Purchase Orders: 64 Total P.O. Line Ite	ms:	O Total List Amou	nt: 100,505	.80 Tota	1 Void Amount: 0.00

January 18, 2021 EXPENDITURES PREVIEW APPROVAL
NBT BOARD OF SUPERVISORS
APPROVED BY THE BOARD OF SUPERVISORS
7 * .
ATTEST:
DATE