



TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania
Founded: 1723

BOARD OF SUPERVISORS

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

Eileen M. Bradley
Township Manager

**Board of Supervisors
Regular Meeting Agenda
March 1, 2021**

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

Agenda

1. Call to Order
2. Pledge of Allegiance
3. Announcements from the Chair: The Board met in Executive Session prior to this meeting to discuss personnel issues and litigation
 - 3.1. Appointment of Matt West as Township Manager
 - 3.2. Swearing in of Officer Ryan Lischke
4. Public Comment on Non-Agenda Items
5. Approval of Minutes of Meeting of February 4, 2021
6. Departmental Reports
 - 6.1. Code Department Report for January 2021
 - 6.2. Police Department Report for January 2021
 - 6.3. Public Works Department Report for January 2021
7. Consideration of Old Business
 - 7.1. HVAC Payment Release #1
 - 7.2. Discussion of Vacant Manager Positions
 - 7.3. Resolution #2021-08: Madigan Way

- 7.4. Resolution #2021-09: Mystic View Circle
- 8. Consideration of New Business
 - 8.1. Eckert Seamans Engagement Letter
- 9. Consent Agenda
 - 9.1. Hallmark Homes-Mill Ridge LLC has executed Escrow Release #4 for the Mill Ridge Subdivision for \$124,146.45, leaving \$555,873.35 remaining.
 - 9.2. Herding Butterflies, L.P. has executed a Professional Services Agreement for the property at 120 Liberty Lane, TMP #26-001-100-005, with corresponding legal and engineering escrow of \$5,000.00.
 - 9.3. Stormwater O&M Agreement with Gary Kensey for 312 Dorothy Lane, TMP #26-001-125-012, for construction of a swimming pool, with a Stormwater BMP maintenance fee of \$250.00.
 - 9.4. Toll Brothers PA XIII, L.P., has executed Escrow Release #2 for New Britain Woods for \$404,052.23, leaving \$518,079.44 remaining.
 - 9.5. Glenn Coleman & Linda Grimm have executed a Professional Services Agreement for the vacant property at West Peace Valley Road, TMP #26-011-116, with corresponding legal and engineering escrow of \$5,000.00.
 - 9.6. Stormwater O&M Agreement with Scott and Keri Ehling for 112 Harrison Forge Court, TMP #26-022-238, for construction of a swimming pool, with a Stormwater BMP maintenance fee of \$187.50.
- 10. Board of Supervisors Comments
- 11. Administration Comments
 - 11.1. Open Space Encroachment/Open Space License Agreement Policy
 - 11.2. Event Announcements: Blood Drive, Easter, Bingo, Shred/E-Recycle Event
- 12. Solicitor and Engineer Comments
- 13. Public Comment
- 14. Other Business
- 15. Payment of Bills

15.1. Bills List dated February 10, 2021 for \$114,482.53.

15.2. Bills List dated February 17, 2021 for \$124,061.32.

15.3. Bills List dated February 25, 2021 for \$312,713.65.

16. Adjournment:

*The Next Meeting of the Board of Supervisors of New Britain Township will take place on **Monday, March 15, 2021 at 9:00 a.m.**, at the New Britain Township Building, 207 Park Avenue, Chalfont, PA. Agenda are posted to the Township website prior to the meeting date at www.newbritaintownship.org.*

**NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2021-10

A RESOLUTION OF NEW BRITAIN TOWNSHIP TO APPOINT MATTHEW WEST AS THE NEW BRITAIN TOWNSHIP MANAGER UPON SATISFACTORY COMPLETION OF CONDITIONS

WHEREAS, on February 5, 2021, Eileen Bradley resigned as the New Britain Township Manager;

WHEREAS, with knowledge of Ms. Bradley's resignation, New Britain Township Board of Supervisors undertook a search for a replacement Township Manager;

WHEREAS, as a result of this search, Matthew West was identified as a candidate suitable for appointment, and as such, was offered and accepted the position of the New Britain Township Manager.

NOW, THEREFORE, BE IT RESOLVED, the New Britain Board of Supervisors hereby appoints Matthew West as the Manager of New Britain Township with a tentative start date of May 10, 2021, conditioned upon the following:

1. Completion of a background check satisfactory to the Township;
2. Completion of a drug screening satisfactory to the Township;
3. Provision of a bond to the Township with a bonding company as surety that meets the applicable requirements of the Pennsylvania Second Class Township Code; and
4. Execution of an employment contract with the Township.

SO RESOLVED AND ADOPTED by the Board of Supervisors of New Britain Township at the duly convened public meeting of the Board conducted on this 1st day of March, A.D. 2021.

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

Gregory T. Hood, Chairman

Helen B. Haun, Vice Chair

William B. Jones, III

Cynthia M. Jones

MaryBeth McCabe, Esq.

ATTEST:

Michael Walsh, Interim Manager

OATH OF OFFICE

POLICE OFFICER

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF BUCKS
TOWNSHIP OF NEW BRITAIN

I, RYAN LISCHKE, do Solemnly Swear that I will Support, Obey and Defend the Constitution of the United States of America, and the Constitution of the Commonwealth of Pennsylvania, and that I will discharge my Duties as Police Officer of the Township of New Britain with Fidelity.

Sworn and Subscribed to before me this 22nd Day of February, 2021.

RYAN LISCHKE

OATH OF OFFICE ADMINISTERED BY:

Gregory T. Hood, Chair
New Britain Township

**BOARD OF SUPERVISORS
MEETING MINUTES
February 4, 2021**

A Special Meeting of the New Britain Township Board of Supervisors was held on Thursday, February 4, 2021, at the Township Administration Building, 207 Park Avenue, New Britain Township, PA, beginning at 6:30 p.m. Present were Supervisors: Chair Gregory T. Hood, Vice-Chair Helen B. Haun, Members William B. Jones, III, Cynthia M. Jones, and MaryBeth McCabe, Esq. Also present were Township Manager Eileen M. Bradley, Assistant Manager Michael Walsh, Township Engineer Craig Kennard, and Township Solicitor Peter Nelson, Esq.

- 1. Call to Order:** Mr. Hood called the Meeting to order.
- 2. Pledge of Allegiance:** Mr. Hood led the Board and audience in the Pledge of Allegiance.
- 3. Announcements:** Mr. Hood announced that the Board had met in Executive Session prior to this Meeting to discuss personnel issues, land acquisition, and litigation.
- 4. Public Comment on Non-Agenda Items:** There was no Public Comment at this time.

Mr. Hood read Resolution #2021-07 recognizing Township Manager, Eileen Bradley's contributions and accolades at New Britain Township.

MOTION: Upon motion by Mrs. Haun, seconded by Mr. Jones and unanimously carried, the Board approved Resolution #2021-07.

Mr. Hood thanked Ms. Bradley for her 12 plus years of service to New Britain Township and presented Ms. Bradley with the resolution and a plaque and wished her luck at her next job at Sellersville Borough. The rest of the Board thanked Eileen for all her hard work and wished her luck with her future endeavors.

Mr. Hood stated Assistant Manager, Michael Walsh, would be filling the role of Interim Manager until the Board was able to complete the process of hiring a new Township Manager.

5. Approval of Minutes:

5.1. Minutes of Meeting of January 25, 2021:

MOTION: A motion was made by Mrs. Haun, seconded by Mr. Jones, and unanimously approved to accept the January 25, 2021 Minutes as written.

6. Departmental Reports: There were no Departmental Reports at this time.

7. Consideration of Old Business:

7.1. Foxlane Homes/Highpoint Update: Appearing for the Applicant was Mr. Joe Morrissey of Foxlane Homes and Mr. John Rathfon of Foxlane Homes, Ms. Kellie McGowan, Esq., Mr. Scott Mill of Van Cleef Engineering.

Mr. Hood stated he will be recusing himself from deliberation on this project, as he owned the adjacent Little Farm Estates property. He then turned over responsibility for the meeting to Vice-Chair Mrs. Haun.

Ms. McGowan presented an updated sketch plan consisting of 137 units of B3 and B5 uses (twins, 2-story, and 3-story townhomes) on the Highpoint Racquet Club property in the C3 District (TMP# 26-005-047-005, 26-005-056, 26-005-056-001, 26-005-056-009, and 26-005-056-011), subject to Conditional Use.

Ms. McGowan stated the applicant took the Board and public comments from the January 25th meeting and made changes to the proposed sketch plan. She stated the applicant reduced the density by an additional three units, removed all three-story townhomes, reduced the number of townhouse unit to no more than six units in any grouping, doubled the number of twin dwellings to 28 units, increased the unit mix from 90%/10% to 80%/20%, and 56% open space where 45% is required. Ms. McGowan stated the plan had a unit density of 4.7 per acre, significantly lower than the surrounding townhome developments.

Ms. McGowan stated the plan still required two variances: the first variance being relief from the requirement of 3 dwelling types and a partial variance from the 100ft setback requirements along Highpoint Drive and the Southern property line of the property. She stated the sketch plan in front of the Board was submitted as part of the Zoning Hearing Board application.

Mrs. Jones asked about the removal of some of the amenities on the updated plan. Joe Morrissey stated it was a result of the changes made to the sketch plan.

Ms. McCabe asked about the Woodland disturbance on the property and addressed safety concerns over the water feature. Scott Mill stated over 50% of the woodlands would be preserved and 30% would require replacement. Joe Morrissey stated that the pond on the plan could be converted to a dry retention basin if necessary.

Mr. Jones stated he likes having more twins and did not like the twins in the upper left-hand corner of the sketch plan. Mr. Kennard stated the Board needed to decide if they preferred the twins or the open space. After discussion, most of the Board stated they would prefer the Twins, while Mrs. Jones preferred the open space.

Mrs. Haun raised concerns about traffic in the area. Ms. McGowan stated the applicant would retain a traffic engineer to conduct a traffic study as part of the Land Development process.

Mrs. Haun called for public comment on the project. No public comment was made at this time.

Ms. Bradley stated the Board needed to decide if they would like to oppose the applicant's zoning hearing board application on February 18, 2021. No formal action was taken by the Board to oppose the Zoning Hearing Board Application.

Mr. Hood resumed his role as Chair at this time.

7.2. Resolution #2021-06; JAMP 98 Railroad Avenue Preliminary/Final Approval: Mr. Walsh stated Resolution #2021-06 reflects the requirements of the approval granted at the January 25, 2021 meeting for 98 Railroad Avenue.

MOTION: Upon motion by Mrs. Jones, seconded by Mrs. Haun and unanimously carried, the Board approved Resolution #2021-06; JAMP 98 Railroad Avenue Preliminary/Final Approval.

7.3. 2114 Swamp Road – Commercial Forestry Authorization: Appearing on behalf of the property owner was Mr. Jon Regan from Future Forest Timber Management, LLC and the property owner, Ms. Janice English.

Mr. Walsh stated the property owner, Ms. English, and her contractor, Mr. Jon Regan, were proposing to conduct commercial forestry on 5-acres of the property and institute a forestry management plan. He stated the property at 2114 Swamp Road was protected by a Conservation Easement held by Bucks County and New Britain Township. Bucks County had already granted their permission to conduct the proposed work and the property owner was now seeking permission from New Britain Township.

Mr. Regan provided his background and credentials in the field of commercial forestry and forestry management and discussed the proposed forestry management plan. Mr. Kennard stated Gilmore had the forestry management plan reviewed by a landscape architect and the forestry management plan was above and beyond what was required by the Township ordinance.

Ms. English stated the property had been in her family for many years and had spent several years trying to find the right person to help her forest her property as her father had done in the past. Both stated the proposed activity was imperative to the health and longevity of the woodlands on the property to ensure room for new growth and the removal of invasive, diseased, and dying trees. Ms. English invited the Board to walk her property with Mr. Regan to learn about the benefits of commercial forestry if done correctly without clear-cutting.

Mrs. Haun stated managing woodlands is critical and was in favor of the proposed work if the woodlands were not being clear-cut. Ms. English stated she was not in favor of clear-cutting.

Mrs. Jones asked how often the property would be harvested. Ms. English stated the property should only be forested twice in a lifetime. Mr. Regan stated the 5-acre block would not be touched again for over 30 years.

Mr. Hood asked if Mr. Regan was following all prescribed guidelines for the emerald ash bore and spotted lanternfly quarantines. Mr. Regan stated he always makes sure to comply with local, state, and federal guidelines.

MOTION: Upon motion by Mrs. Haun, seconded by Mr. Jones and unanimously carried, to grant the property owner permission to conduct the work as proposed in the Forestry Management plan within the Conservation Easement at 2114 Swamp Road.

8. Consideration of New Business: There was no New Business at this time.

9. Consent Agenda: There were no Consent Agenda items at this time.

10. Board of Supervisors' Comments: Mrs. Haun asked if the Chief could be asked to look at how cars were parking along Highlands Drive for pickup at Butler Elementary because traffic was being constricted to a single lane of travel.

10.1. BCATO Resolution Discussion: Mrs. Jones stated she would like to discuss the proposed BCATO Resolutions and determine the Township's position. The Board agreed with BCATO's position on all resolutions, except for the two resolutions regarding cannabis.

Mrs. Jones stated she felt the Board and New Britain Township should take a position of support for both these resolutions. Ms. McCabe agreed. Mr. Jones and Mr. Hood stated they did not wish to see these resolutions passed by state legislation and would prefer these items be placed on a ballot as a referendum to be voted on by the citizens of the commonwealth. Ms. Bradley stated a referendum being placed on a ballot needed to be voted

on by the state legislature. Mrs. Haun stated she was opposed to both resolutions. Mr. Walsh recommended that a motion be made for the Board to vote on.

MOTION: Upon motion by Mrs. Jones, seconded by Ms. McCabe to have New Britain Township support both cannabis resolutions at the Annual BCATO meeting.

Mr. Hood reiterated he preferred these resolutions be passed by referendums on a ballot as opposed to legislation by state lawmakers. Mr. Jones agreed.

VOTE: The Board voted 4-1, with Mrs. Haun opposed to the proposed motion.

11. Township Administration Comments:

11.1. Keller Road Bridge Update: Mr. Walsh stated Gilmore had completed their assessment of the Keller Road Bridge and recommended repairing the bridge and posting the bridge with a weight restriction. The total cost of the repair would be approximately \$550,000 and would last 25-30 years. Mr. Walsh stated that the signs for the weight limit had already been ordered and would be posted as soon as possible. He stated Gilmore was preparing a priority list for the repairs so the project could be bid as alternates based on repairing the most critical items first to spread out the cost.

Mr. Walsh asked the Board to authorize the advertisement of an ordinance to make the Keller Road Bridge legally enforceable by law enforcement. Ms. Bradley added the Board also needed to authorize Gilmore to begin the process of obtaining permits for the bridge and creating the required bid specifications for the project.

MOTION: Upon motion by Mrs. Jones, seconded by Mr. Jones and unanimously carried, to authorize advertisement of the weight limit ordinance and for Gilmore to begin the process of obtaining the required permits and creation of bid specifications for the project.

11.2. Township Event Approval: Mr. Walsh stated he was seeking the Board's approval to begin planning the Township's annual events. He stated staff needed to plan the events as if they were going to be held because of the amount of planning required to hold the events.

The Board agreed staff should plan to hold the events in the hope they could be held this year, even with minor restrictions or changes needed to meet CDC guidelines.

Mr. Hood left the meeting and Vice-Chair, Mrs. Haun took over running the meeting.

12. Solicitor and Engineer Comments: Mr. Nelson stated the appeal had been filed for the County Builders Zoning Hearing Board decision and the Mortimer appeal for 55 Curley Mill Road was continuing forward in the appeals process.

Mr. Kennard stated he had no engineering comments at this time.

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

14. Public Comment: There was no Public Comment at this time.

15. Payment of Bills: There were no Bills Lists at this time.

16. Adjournment:

MOTION: There being no further business or comment, a motion was made by Mrs. Jones, seconded by Ms. McCabe, and unanimously carried, to adjourn the meeting at 8:10 p.m.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

Gregory T. Hood, III, Chair

Helen B. Haun, Vice Chair

William B. Jones, III, Member

Attest: _____
Michael Walsh
Secretary/Interim Manager

Cynthia Jones, Member

MaryBeth McCabe, Esq., Member

DRAFT



Township of New Britain

Office of Code Enforcement

January 2021

PERMITS ISSUED		37
ZONING		7
BUILDING INSPECTION		63
United electrical		11
OCCUPANCY INSPECTIONS		10
RE-INSPECTION		6
COMMERCIAL FIRE INSPECTIONS		0
FIRE CALLS		12
CHALFONT	10	
DOYLESTOWN	2	
DUBLIN	0	
HILLTOWN	0	

CHALFONT FIRE COMPANY
 CHIEFS REPORT - January 2021

NBT

Total # of Incidents - : 19

Types of Calls

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

Total Staff Hours for Calls 203.22

Alarms per Municipality's

- Chalfont Borough 3
- Doylestown Borough
- Doylestown Twp. 1
- Colmar/Hatfield Twp
- Hilltown Twp.
- Montgomery Twp. 1
- New Britain Boro 1
- New Britain Twp. 10
- Warwick Twp
- Warrington Twp. 1
- New Hope 1
- Plumstead Twp 1
- Silverdale Boro

Training and Maintenance Drills 2
 Total training hours 172

Total Available Points 21

TOTAL STAFF HRS FIRES AND TRAINING 375.22

Chalfont Chemical Fire Company

Chalfont, PA

This report was generated on 2/4/2021 7:06:04 PM

Incidents per Zone for Date Range

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

ZONE 27 - Chalfont Boro

2021-00846	700 - False alarm or false call, other	01/19/2021	206 E Butler DR	34/74
2021-01238	651 - Smoke scare, odor of smoke	01/27/2021	140 W Butler Ave	34/74
2021-01298	444 - Power line down	01/28/2021	233 Hibiscus Dr	34/74
Total # Incidents for 27:				3

ZONE 29 - Doylestown Twp

2021-00496	311 - Medical assist, assist EMS crew	01/11/2021	159 Almshouse RD	34/74
Total # Incidents for 29:				1

ZONE 47 - New Britian Boro

2021-00128	600 - Good Intent call, other	01/04/2021	321 W Butler AVE	34/74
Total # Incidents for 47:				1

ZONE 47-MT - Montgomery Twp

2021-00313	111 - Building fire	01/07/2021	119 Ashley CIR	34/74
Total # Incidents for 47-MT				1

ZONE 48 - New Britian Twp

2021-00534	651 - Smoke scare, odor of smoke	01/12/2021	Cedar Hill Rd RD	34/74
2021-00576	424 - Carbon monoxide incident	01/13/2021	118 Shady Hill DR	34/74
2021-00718	745 - Alarm system activation, no fire - unintentional	01/16/2021	505 W Butler AVE	34/74
2021-00744	311 - Medical assist, assist EMS crew	01/17/2021	11 E Peace Valley RD	34/74
2021-00922	700 - False alarm or false call, other	01/20/2021	429 W Butler AVE	34/74
2021-01050	444 - Power line down	01/23/2021	200 Upper Stump Road	34/74
2021-01178	735 - Alarm system sounded due to malfunction	01/26/2021	1200 Manor Dr	34/74
2021-01386	651 - Smoke scare, odor of smoke	01/29/2021	34 Creek Road	34/74
2021-01395	151 - Outside rubbish, trash or waste fire	01/30/2021	403 W Butler Ave	34/74
2021-01512	311 - Medical assist, assist EMS crew	01/31/2021	102 Suffield Ct	34/74
Total # Incidents for 48:				10

ZONE 49 - New Hope

2021-00985	571 - Cover assignment, standby, moveup	01/22/2021	46 Sugan Road	34/74
Total # Incidents for 49:				1

ZONE 57 - Plumstead Twp

2021-00962	111 - Building fire	01/21/2021	5652 Worthington RD	34/74
Total # Incidents for 57:				1

Only REVIEWED Incidents included. Archived Zones cannot be unarchived.



DOYLESTOWNFRA

Incidents For New Britian Township

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

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
21-0000654-000	01/15/2021	09:36:00	39 LIMEKILN RD	151 Outside rubbish, trash or
21-0001288-000	01/28/2021	13:28:00	1072 FERRY RD	745 Alarm system activation, no

Total Incident Count 2

Dublin Volunteer Fire Company

Month: January 2021

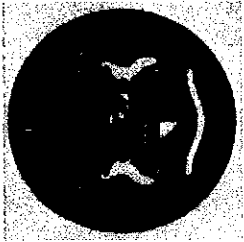
FIRE CALLS ANSWERED		OTHER PERTINENT INFORMATION	
Apartment	1		
Assists			
Engine		Time in Service	7 Hrs 50 Min
Field		Total Man Hours	58 Hrs 40 Min
Full Company		Average Call Length	24 Min
Ladder			
Rescue			
Squad	3		
Tanker		Total Personnel	140
Air Medical Evacuation		Average Personnel per Call	8
Alarm System	2		
Auto Extrication			
Auto Response	4	Borough/Township	
Barn			
Brush		Bedminster Township	8
Building		Dublin Borough	3
Chimney	1	East Rockhill Township	1
CO Alarm	1	Hilltown Township	2
Control Burn		New Britain Township	0
Cover/Up		Plumstead Township	3
Cover/Up Assist		Perkasie Borough	
Dumpster		Nockamixon Twp	
Dwelling	1	Richland Township	
Electrial Wires in a Dwelling		Tinicum Township	1
Fuel Spill			
Fumes in a Dwelling	4		
Fumes in a Outside			
Garage			
Hazardous Material			
Investigation			
Oil Burner			
Rescue Vehicle into Building			
Rubish			
Store			
Stand by Accident	1		
Vehicle Fire			
Wires	1		
Total Number of Calls	19	Total Numbe of Calls	19

Signature of Chief

Sevin Nugent

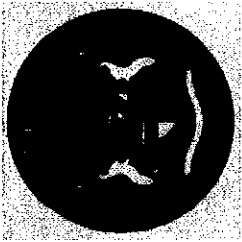
New Britain Township

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



Permit List

Permit Number	Issued Date	Site Address	Permit Type	Application Type	Status
2020-11003-B2	01/15/2021	22 FARBER DRIVE	Building	Residential	Approved
2020-11151-B2	01/07/2021	565 NEW GALENA ROAD	Building		Approved
2020-11181-B2	01/20/2021	109 SHEFFIELD CT	Building	Residential	Approved
2020-11205-B1	01/05/2021	104 WHITE TAIL COURT	Building	Residential	Approved
2021-11219-B4	01/21/2021	161 S LIMEKILN PIKE	Building	Residential	Approved
2021-11227-B1	01/19/2021	563 MALLARD DRIVE	Building	Residential	Approved
2021-11237-B1	01/27/2021	251 CAMBRIDGE PLACE	Building	Residential	Approved
2020-11003-E3	01/15/2021	22 FARBER DRIVE	Electrical	Residential	Approved
2020-11151-E3	01/07/2021	565 NEW GALENA ROAD	Electrical		Approved
2020-11153-E3	01/27/2021	285 OLD LIMEKILN ROAD	Electrical	Residential	Approved
2020-11205-E3	01/05/2021	104 WHITE TAIL COURT	Electrical	Residential	Approved
2021-11219-E3	01/21/2021	161 S LIMEKILN PIKE	Electrical	Residential	Approved
2021-11223-E1	01/22/2021	319 STONYHILL DRIVE	Electrical	Residential	Approved
2021-11224-E2	01/15/2021	28 BROOKDALE DRIVE	Electrical	Residential	Approved
2021-11235-E1	01/22/2021	106 GERTRUDE DRIVE	Electrical	Residential	Approved
2021-11237-E3	01/27/2021	251 CAMBRIDGE PLACE	Electrical	Residential	Approved
2020-11151-F6	01/07/2021	565 NEW GALENA ROAD	Fire		Approved
2020-11003-M5	01/15/2021	22 FARBER DRIVE	Mechanical	Residential	Approved
2020-11151-M5	01/07/2021	565 NEW GALENA ROAD	Mechanical		Approved
2020-11207-M1	01/04/2021	198 LENAPE DRIVE	Mechanical	Residential	Approved
2021-11213-M1	01/07/2021	301 CALLOWHILL ROAD	Mechanical	Residential	Closed

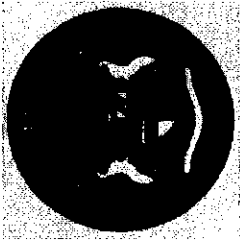


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Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2021-11237-M2	01/27/2021	251 CAMBRIDGE PLACE	Mechanical	Residential	Approved
2021-11242-M1	01/27/2021	130 UPPER STUMP ROAD	Mechanical		Approved
2021-11243-M1	01/27/2021	393 OLD IRON HILL ROAD	Mechanical		Approved
2021-11246-M1	01/27/2021	130 UPPER STUMP ROAD	Mechanical		Approved
2020-11003-P4	01/15/2021	22 FARBER DRIVE	Plumbing	Residential	Approved
2020-11151-P4	01/07/2021	565 NEW GALENA ROAD	Plumbing		Approved
2020-11205-P2	01/05/2021	104 WHITE TAIL COURT	Plumbing	Residential	Approved
2021-11226-P1	01/14/2021	118 DOLLY LANE	Plumbing		Approved
2020-11206-RO1	01/05/2021	126 HEATH COURT	Road Occupancy	Residential	Approved
2021-11214-RO1	01/08/2021	205 CAYUGA CIR	Road Occupancy	Residential	Closed
2021-11233-RO1	01/20/2021	118 BATES DRIVE	Road Occupancy	Residential	Approved
2021-11240-RO1	01/27/2021	TOWERHILL ROAD	Road Occupancy		Approved
2021-11241-RO1	01/27/2021	SKYLINE DRIVE	Road Occupancy		Approved
2021-11248-S1	01/29/2021	102 STEWART LANE	Sign	Commercial	Approved
2020-11175-U01	01/20/2021	307 W BOULDER DRIVE	Use & Occupancy	Residential	Closed
2020-11184-U01	01/25/2021	911 UPPER STUMP ROAD	Use & Occupancy	Residential	Approved
2020-11204-U01	01/04/2021	208 REMINGTON COURT	Use & Occupancy	Residential	Closed
2021-11211-U01	01/06/2021	540 AIRY AVENUE	Use & Occupancy	Residential	Closed
2021-11212-U01	01/27/2021	121 HEATH COURT	Use & Occupancy	Residential	Approved
2021-11218-U01	01/28/2021	246 INVERNESS CIRCLE	Use & Occupancy	Residential	Closed
2021-11238-U01	01/27/2021	126 PIPERS PLACE	Use & Occupancy	Residential	Closed



New Britain Township

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Permit List

Permit Number	Issued Date	Site Address	Permit Type	Application Type	Status
2021-11239-U01	01/27/2021	124 PIPERS PLACE	Use & Occupancy	Residential	Closed
2021-11210-W1	01/04/2021	25 E PEACE VALLEY ROAD	Well		Approved
2021-11225-W1	01/14/2021	173 TOWNSHIP LINE ROAD	Well		Approved
2020-10740-Z1	01/21/2021	306 ROWLAND LANE	Zoning	Residential	Approved
2020-11003-Z1	01/06/2021	22 FARBER DRIVE	Zoning	Residential	Approved
2020-11053-Z1	01/07/2021	510 LEXINGTON AVENUE	Zoning	Residential	Approved
2020-11181-Z1	01/14/2021	109 SHEFFIELD CT	Zoning	Residential	Approved
2021-11216-Z1	01/08/2021	SWAMP ROAD	Zoning	Commercial	Approved
2021-11219-Z1	01/07/2021	161 S LIMEKILN PIKE	Zoning	Residential	Approved
2021-11236-Z1	01/15/2021	316 DOROTHY LANE	Zoning	Residential	Approved

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

	<u>Jan-21</u>	<u>YTD-21</u>	<u>Jan-20</u>	<u>YTD-20</u>
HOMICIDE	0	0	0	0
RAPE	1	1	0	0
ROBBERY	0	0	0	0
ASSAULT	1	1	4	4
AGGRAVATED	0	0	0	0
SIMPLE	1	1	4	4
DOMESTIC VIOLENCE	0	0	0	0
BURGLARIES	0	0	0	0
COMMERICAL	0	0	0	0
RESIDENTIAL	0	0	0	0
FRAUD	5	5	4	4
THEFT	3	3	4	4
COMMERCIAL	0	0	0	0
RESIDENTIAL	1	1	2	2
FROM VEHICLE	0	0	0	0
BICYCLE	0	0	0	0
RETAIL	2	2	1	1
OTHER	0	0	1	1
DISTURBANCE	15	15	12	12
HARASSMENT /DISORDERLY	2	2	0	0
SEXUAL ASSAULT	0	0	1	1
STOLEN VEHICLE	1	1	0	0
VEHICLES RECOVERED:	0	0	0	0
BY OUR DEPT	0	0	0	0
BY ANOTHER DEPT	0	0	0	0
ARSON	0	0	0	0
VANDALISM/GRIM MISCHIEF	1	1	0	0
MOTOR VEH ACCIDENTS	13	13	22	22
NON REPORTABLE	10	10	17	17
REPORTABLE	3	3	5	5
ACCIDENT INVOLVING INJURY	1	1	2	2
ACCIDENTS INV PROP DAMAGE	0	0	3	3
ACCIDENT INVOLVING DEATH	0	0	0	0
MISSING PERSONS	0	0	0	0
JUVENILES	0	0	0	0
ADULTS	0	0	0	0
ALARMS	21	21	27	27
FOUNDED	0	0	0	0
UNFOUNDED	19	19	23	23
FIRE	2	2	4	4

ASSISTS	12	12	22	22
<i>FIRE</i>	2	2	1	1
<i>OTHER POLICE</i>	10	10	21	21
MEDICAL EMERGENCY	44	44	37	37
DEATH INVESTIGATION	2	2	0	0
DOMESTIC SITUATION	10	10	6	6
CITATIONS ISSUED	27	27	28	28
WARNING ISSUED	77	77	55	55
PARKING TICKETS	0	0	3	3
ASSIST DISABLED	5	5	7	7
ASSIST PUBLIC	10	10	13	13
ANIMAL COMPL	1	1	8	8
STRUCK DEER	4	4	3	3
SUSP PERSON/VEH	18	18	18	18
TOTAL INCIDENTS	428	428	427	427
TOTAL MILES	10,969	10,969	8,885	8,885
TOTAL GAS	0	0	0	0
# PERSONS ARRESTED	7	7	8	8
<i>ADULTS</i>	7	7	7	7
<i>JUVENILES</i>	0	0	1	1
DUI ARREST	1	1	1	1
DRUG VIOLATION	1	1	3	3
PUBLIC DRUNKENESS	0	0	1	1

NEW BRITAIN TOWNSHIP PUBLIC WORKS DEPARTMENTAL REPORT

JANUARY / 2021

- Drainage:** All drainage was checked as needed. All public works employees attended an LTAP Stormwater Management Training class. We replaced two cross pipes that were deteriorating, one was located on Curley Mill Rd. and the other was located at the intersection of Walter Rd. and New Galena Rd.
- Patching:** We have and will continue to cold patch as needed. We cracksealed the Tower Hill Woods Development.
- Snow/Ice:** The department was out salting 3 times. We ended the month with our biggest storm since 2019, which continued into the beginning of February.
- Other:** Christmas trees were chipped throughout the month at our 2 drop-off locations. We trash picked some of our township roadways.

HOURS

Drainage:	97.5	HRS.
Patching:	103	HRS.
Street Signs:	12	HRS.
Snow/Ice:	123	HRS.
Equip. Maint:	159.5	HRS.
Prop. Maint:	67.5	HRS.
Ballfields:	17.5	HRS.
Brushing:	40	HRS.
Other:	108.5	HRS.

Application and Certificate for Payment

TO OWNER: New Britain Township

207 Park Ave
Chalfont, PA

ENGINEER : Schiller & Hersh

APPLICATION NO: 1

PERIOD TO: 2/9/2021

CONTRACT FOR HVAC

FROM CONTRACTOR : Hirschberg Mechanical LLC

PO Box 638
Fort Washington, PA 19034

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$59,990.00
2. Net change by Change Orders.....	\$5,015.00
3. CONTRACT SUM TO DATE (Line 1±2).....	\$65,005.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$48,515.00
5. RETAINAGE:	
10 % of Completed Work (Column D + E on G703)	\$4,851.50
10 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$48,515.00
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate).....	\$0.00
8. CURRENT PAYMENT DUE.....	\$48,515.00
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$16,490.00
(Line 3 less Line 6)	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$5,015.00	\$0.00
TOTALS		\$0.00
NET CHANGES by Change Order	\$5,015.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge and belief the Work covered by this Application for Payment has been completed with the Contract Documents, that all amounts have been paid by the Contractor which previous Certificates for Payment were issued and payments received from that current payment shown herein is now due.

CONTRACTOR:

By:

Rob Hirschberg

Date:

2/9/21

State of: Pennsylvania

County of: Montgomery

Subscribed and sworn to before me this

9 day of February

Commonwealth of Pennsylvania - Notary Seal
Camaryn M. Collier, Notary Public
Montgomery County
Commission Expires August 01, 2022
Commission Number 1334283

Notary Public: Camaryn M. Collier

My Commission expires: 8-1-2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and this application, the Architect certifies to the Owner that to the best of the Architect's information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to pay the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ _____

(Attach explanation if amount certified differs from the amount applied. Initial a copy of this Application and on the Continuation Sheet that are changed to conform with the Contract Documents.)

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the named herein. Issuance, payment and acceptance of payment are without prejudice to the Owner or Contractor under this Contract.

New Britain Township

207 Park Avenue
Chalfont, PA 18914

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

MEMORANDUM

TO: Board of Supervisors
FROM: Michael Walsh
DATE: February 16, 2021
RE: Vacant Manager Positions

The following positions were held by former Township Manager, Eileen M. Bradley along with recommendations for the future of each position.

<u>Position</u>	<u>Current Position</u>	<u>Future Position Recommendation</u>
Assistant Treasurer	Interim/Assistant Manager	Township Manager
Assistant Zoning Officer	Interim/Assistant Manager	Assistant or Township Manager
Open Records Officer	Interim/Assistant Manager	Township Manager
EM Coordinator	Randal Teschner	Randal Teschner/Township Manager
Delegate to Bucks County TCC	Interim/Assistant Manager	Township Manager
BCC Liaison	Interim/Assistant Manager	Assistant or Township Manager
Safety Committee	Interim/Assistant Manager	Township Manager
Pension Committee	Vacant	Township Manager
Veterans Committee	MaryBeth McCabe	MaryBeth McCabe

Attached is sample Resolution #2021-XX for the Board of Supervisors to pass after hiring the new Township Manager.

RESOLUTION 2021-XX

NEW BRITAIN TOWNSHIP

BUCKS COUNTY, PENNSYLVANIA

WHEREAS, Resolution #2021-01 established the official appointments, reappointments and modifications to appointments; and

WHEREAS, upon review of the Resolution, it has been determined that it is appropriate to modify the Resolution at this time; and,

NOW, THEREFORE BE IT RESOLVED, that [REDACTED] is appointed as the Manager and Official Secretary of New Britain Township and may sign and seal all documents as such.

NOW, THEREFORE BE IT FURTHER RESOLVED, that [REDACTED] is also appointed to the following positions:

- [REDACTED] Assistant Treasurer
- [REDACTED] Assistant Zoning Officer
- [REDACTED] Open Records Officer
- [REDACTED] Emergency Management Coordinator
- [REDACTED] Delegate to Bucks County Tax Collection Committee
- [REDACTED] Bucks County Consortium Liaison
- [REDACTED] Safety Committee Member
- [REDACTED] Pension Committee Member

THIS SPACE HAS INTENTIONALLY BEEN LEFT BLANK

RESOLVED THIS DAY OF , 2021.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

Helen B. Haun

William B. Jones, III

Gregory T. Hood

Cynthia M. Jones

MaryBeth McCabe, Esq.

**NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2021-08

**A RESOLUTION OF NEW BRITAIN TOWNSHIP
ACKNOWLEDGING THE ACCEPTANCE OF A DEED OF
DEDICATION FOR MADIGAN WAY AT A PUBLIC
MEETING HELD ON DECEMBER 2, 2019**

WHEREAS, on the 16th day of November 2017, **MDGI, LLC**, a Pennsylvania Limited Liability Company with offices located at 1030 Reed Avenue, Suite 100, Wyomissing, PA 19610 (hereinafter collectively referred to as “**Declarant**”) presented to the Township of New Britain an offer of Deed of Dedication in connection with a certain subdivision plan known as the Frost Tract, and Declarant has made certain covenants as to the marketability of title to said premises being conveyed to the Township of New Britain for public road purposes;

WHEREAS, based upon said covenants and warranties, on the 2nd day of December 2019, at a public meeting of the Board of Supervisors, the Township of New Britain accepted the Deed of Dedication for Madigan Way, a copy of said Deed with **Exhibit “A”** being attached hereto and incorporated herein;

WHEREAS, the Board of Supervisors of the Township of New Britain does hereby acknowledge and ratify the acceptance of the Deed of Dedication for Madigan Way at the public meeting held on the 2nd day of December 2019;

APPROVED by proper action of the Township of New Britain on the 1st day of March 2021 at a duly advertised public meeting of the Township of New Britain with a quorum present and voting, with the Chairman of the Board of Supervisors of the Township of New Britain being directed to execute this resolution, to authorize the Township Secretary to record said Deed of Dedication at the Bucks County Clerk of Courts, and to reflect such action upon the minutes of this meeting.

THIS WAS INTENTIONALLY LEFT BLANK.

NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS

Gregory T. Hood, Chair

Helen Haun, Vice Chair

William B. Jones

Cynthia M. Jones

Marybeth McCabe, Esq.

ATTEST:

Michael Walsh, Interim Manager

BUCKS COUNTY RECORDER OF DEEDS

55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-6209

Instrument Number - 2020009929
Recorded On 2/14/2020 At 10:30:07 AM * Total Pages - 6
* Instrument Type - DEED AGREEMENT - NO PROPERTY TRANSFER
Invoice Number - 1059484 User - SMC
* Grantor - MDG 1 LLC
* Grantee - TOWNSHIP OF NEW BRITAIN
* Customer - SIMPLIFILE LC E-RECORDING

* **FEEES**
RECORDING FEES \$68.75
TOTAL PAID \$68.75

Bucks County UPI Certification
On February 14, 2020 By JJK

This is a certification page
DO NOT DETACH
This page is now part
of this legal document.

RETURN DOCUMENT TO:
GRIM, BIEHN & THATCHER
104 SOUTH 6TH STREET
PERKASIE, PA 18944

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Bucks County, Pennsylvania.



Robin M. Robinson

Robin M. Robinson
Recorder of Deeds

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.



CERTIFIED PROPERTY IDENTIFICATION NUMBERS
26-005-077- - N BRITAIN TWP
CERTIFIED 02/14/2020 BY JJK

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

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

TMP #: 26-005-077

**DEED OF DEDICATION
MADIGAN WAY**

THIS INDENTURE, made this 10th day of November ~~October~~, A.D. 2017, by and between **MDG 1, LLC**, a Pennsylvania Limited Liability Corporation, having offices at 1030 Reed Avenue, Suite 100, Wyomissing, PA 19610 (hereinafter referred to as "**Grantor**") and the **TOWNSHIP OF NEW BRITAIN**, of 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as "**Grantee**").

WITNESS, that the said Grantor, for and in consideration of the advantages to it accruing as well as for diverse other considerations affecting the public welfare which it seeks to advance, has granted, bargained, sold, aliened, release and convey unto the said Grantee, its successors and assigns, all that certain strip of land situate within the Township of New Britain, County of Bucks and Commonwealth of Pennsylvania as described on the attached description marked **Exhibit "A"**.

TO HAVE AND TO HOLD, the said tract or piece of ground above described unto the said Grantee, to and for the only proper use and behoof of said Grantee, its successors and assigns, forever as and for a public road and/or utility purposes for no other use or purpose whatsoever.

AND THE SAID GRANTOR, for itself, its successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the said tract of ground herein described hereby granted, or mentioned, or intended so to be unto the said Grantee, its successors and assigns, against it, the said Grantor, its successors and assigns, and against all and any person or persons whomever lawfully claiming or

to claim the same or any part hereof, by, from and under it or them or any of them shall and will warrant and forever defend.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR

MDG 1, LLC, a Pennsylvania Limited Liability Corporation, by its Manager, Metropolitan Development Group, Inc.

Attest: *H. Townley*

By: *[Signature]*
Name: Michael V. Tulio
Title: Vice President

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

On this *16th* day of *November*, 2017, before me a Notary Public, personally appeared **MICHAEL V. TULIO, VICE PRESIDENT of METROPOLITAN DEVELOPMENT GROUP, INC., MANAGER of MDG 1, LLC**, a Pennsylvania Limited Liability Corporation, and that he as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such Officer.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Helen E. Townley, Notary Public
Wyomissing Boro, Berks County
My Commission Expires Sept. 26, 2018

H. Townley (SEAL)
Notary Public

I hereby certify that the precise address of the within-named Grantee is 207 Park Avenue, Chalfont, Pennsylvania 18914

[Signature]
H. Peter Nelson, Esq.

Metes & Bounds Description
Madigan Way (To Be Offered For Dedication)
Rolling Ridge
New Britain Township, Bucks County, Pennsylvania

ALL THAT CERTAIN tract or piece of land situated in New Britain Township, Bucks County, Pennsylvania, identified as "Madigan Way", as shown on a plan entitled Record Plan of Subdivision Sheets 2 - 5 of 31 for Rolling Ridge, TMP 26-5-77 and TMP 26-5-77-2, prepared by Van Cleef Engineering Associates, dated July 3, 2007, last revised September 28, 2017, and being more particularly described as follows:

BEGINNING at a point, said point being a concrete monument to be set at the terminus of a radius at the intersection of the northeasterly right of way of Madigan Way (Variable width) and the northwesterly ultimate right of way of Upper State Road (T-395) (40 feet from centerline), and running:

thence (1) along the northwesterly ultimate right of way of Upper State Road (T-395) (40 feet from centerline), South 36°48'19" West, a distance of 91.08 feet to a concrete monument to be set at the point of curvature;

thence (2) along the southwesterly right of way of Madigan Way (Variable width), along the arc of a circle curving to the left in a northwesterly direction (non-tangential to the previous course), having a radius of 15.00 feet, an arc distance of 23.56 feet, a chord bearing of North 08°11'41" West, a chord distance of 21.21 feet to a concrete monument to be set at the point of reverse curvature;

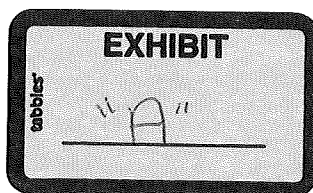
thence (3) continuing along the southwesterly right of way of Madigan Way (Variable width), along the arc of a circle curving to the right in a northwesterly direction having a radius of 100.00 feet, an arc distance of 63.65 feet, a chord bearing of North 34°57'34" West, a chord distance of 62.58 feet to a concrete monument to be set at the point of tangency;

thence (4) still continuing along the southwesterly right of way of Madigan Way (Variable width), North 16°43'26" West, a distance of 45.79 feet to a concrete monument to be set at the point of curvature;

thence (5) still continuing along the southwesterly right of way of Madigan Way (50 feet wide), along the arc of a circle curving to the left in a northwesterly direction, having a radius of 125.00 feet, an arc distance of 67.40 feet, a chord bearing of North 32°10'15" West, a chord distance of 66.59 feet to a concrete monument to be set at the point of tangency;

thence (6) still continuing along the southwesterly right of way of Madigan Way (50 feet wide), North 47°37'03" West, a distance of 207.42 feet to a concrete monument to be set at the point of curvature;

thence (7) still continuing along the southwesterly right of way of Madigan Way, along the arc of a circle curving to the left in a southwesterly direction, having a radius of 10.00 feet, an arc distance of 15.71 feet, a chord bearing of South 87°22'57" West, a chord distance of 14.14 feet to a concrete monument to be set at the point of reverse curvature;



thence (8) along the cul-de-sac bulb of Madigan Way (60 feet radius), along the arc of a circle curving to the right, having a radius of 60.00 feet, an arc distance of 282.75 feet, a chord bearing of North 02°37'03" West, a chord distance of 84.85 feet to a concrete monument to be set at the point of tangency;

thence (9) along the northeasterly right of way of Madigan Way (50 feet wide), South 47°37'03" East, a distance of 277.42 feet to a concrete monument to be set at the point of curvature;

thence (10) continuing along the northeasterly right of way of Madigan Way (50 feet wide), along the arc of a circle curving to the right in a southeasterly direction, having a radius of 175.00 feet, an arc distance of 94.36 feet, a chord bearing of South 32°10'15" East, a chord distance of 93.22 feet to a concrete monument to be set at the point of tangency;

thence (11) still continuing along the northeasterly right of way of Madigan Way (50 feet wide), South 16°43'26" East, a distance of 27.15 feet to a concrete monument to be set at the point of curvature;

thence (12) still continuing along the northeasterly right of way of Madigan Way (Variable width), along the arc of a circle curving to the left in a southeasterly direction, having a radius of 50.00 feet, an arc distance of 31.83 feet, a chord bearing of South 34°57'34" East, a chord distance of 31.29 feet to a concrete monument to be set at the point of tangency;

thence (13) still continuing along the northeasterly right of way of Madigan Way (Variable width), South 53°11'41" East, a distance of 15.00 feet to a concrete monument to be set at the point of curvature;

thence (14) still continuing along the northeasterly right of way of Madigan Way (Variable width), along the arc of a circle curving to the left in a northeasterly direction, having a radius of 15.00 feet, an arc distance of 23.56 feet, a chord bearing of North 81°48'19" East, a chord distance of 21.21 feet to the first mentioned point and place of beginning.

Containing a calculated area of 32,974 sq. ft. or 0.757 acres.



Robert W. Cook, PA Professional Land Surveyor No. SU075256
Van Cleef Engineering Associates

July 5, 2017 / Rev. August 21, 2017 / Rev. September 28, 2017
Madigan Way.docx

RE pennsylvania
DEPARTMENT OF REVENUE (EX) MOD 06-19 (FI)

1830019105

RECORDER'S USE ONLY

REV-183
BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX
STATEMENT OF VALUE**
COMPLETE EACH SECTION

State Tax Paid:
Book: Page:
Instrument Number:
Date Recorded:

SECTION I TRANSFER DATA

Date of Acceptance of Document 11/16/2017					
Grantor(s)/Lessor(s) MDG 1, LLC		Telephone Number		Grantee(s)/Lessee(s) Township of New Britain	
Mailing Address 1030 Reed Avenue, Suite. 100		Mailing Address 207 Park Avenue		Telephone Number (215) 822-1391	
City Wyomissing		State PA	ZIP Code 19610	City Chalfont	State PA
		ZIP Code 18914			

SECTION II REAL ESTATE LOCATION

Street Address Madigan Way			City, Township, Borough New Britain		
County Bucks		School District Central Bucks		Tax Parcel Number part of 26-005-077	

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? YES NO

1. Actual Cash Consideration 0.00	2. Other Consideration + 0.00	3. Total Consideration = 0.00
4. County Assessed Value not separately assessed	5. Common Level Ratio Factor x 10.64	6. Computed Value = not separately assessed

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 100.00%	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 100 %
---	--	--

2. Fill in the Appropriate Oval Below for Exemption Claimed.
- Will or intestate succession. _____ (Name of Decedent) (Estate File Number)
 - Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
 - Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
 - Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
 - Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
 - Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
 - Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
 - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
 - Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name Peter Nelson, Esquire			Telephone Number (215) 257-6811		
Mailing Address 104 S. 6th Street, P.O. Box 215			City Perkasie		State PA
			ZIP Code 18944		

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party _____ Date 2/14/2020

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

**NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2021-09

**A RESOLUTION OF NEW BRITAIN TOWNSHIP
ACKNOWLEDGING THE ACCEPTANCE OF A DEED OF
DEDICATION FOR MYSTIC VIEW CIRCLE AT A PUBLIC
MEETING HELD ON DECEMBER 2, 2019**

WHEREAS, on the 5th day of November, 2014, *PINE VALLEY CROSSING ASSOCIATES, LP*, by its general partner, *PVCGP, INC.*, with offices located at 1030 Reed Avenue, Suite 100, Wyomissing, PA 19610 (hereinafter collectively referred to as “*Declarant*”) presented to the Township of New Britain an offer of Deed of Dedication in connection with a certain subdivision plan known as Pine Valley Crossing, and Declarant has made certain covenants as to the marketability of title to said premises being conveyed to the Township of New Britain for public road purposes;

WHEREAS, based upon said covenants and warranties, on the 2nd day of December 2019, at a public meeting of the Board of Supervisors, the Township of New Britain accepted the Deed of Dedication for Mystic View Circle, a copy of said Deed with *Exhibit “A”* being attached hereto and incorporated herein; and

WHEREAS, the Board of Supervisors of the Township of New Britain does hereby acknowledge and ratify the acceptance of the Deed of Dedication for Mystic View Circle at the public meeting held on the 2nd day of December 2019;

APPROVED by proper action of the Township of New Britain on the 1st day of March 2021 at a duly advertised public meeting of the Township of New Britain with a quorum present and voting, with the Chairman of the Board of Supervisors of the Township of New Britain being directed to execute this resolution, to authorize the Township Secretary to record said Deed of Dedication at the Bucks County Clerk of Courts, and to reflect such action upon the minutes of this meeting.

THIS WAS INTENTIONALLY LEFT BLANK.

NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS

Gregory T. Hood, Chair

Helen Haun, Vice Chair

William B. Jones

Cynthia M. Jones

Marybeth McCabe, Esq.

ATTEST:

Michael Walsh, Interim Manager

BUCKS COUNTY RECORDER OF DEEDS

55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-6209

Instrument Number - 2020003292

Recorded On 1/15/2020 At 12:02:44 PM

* Total Pages - 8

* Instrument Type - DEED AGREEMENT - NO PROPERTY TRANSFER

Invoice Number - 1053249 User - KGB

* Grantor - PINE VALLEY CROSSING ASSOCIATES LP

* Grantee - TOWNSHIP OF NEW BRITAIN

* Customer - SIMPLIFILE LC E-RECORDING

FEEs

RECORDING FEES \$80.75

TOTAL PAID \$80.75

Bucks County UPI Certification
On January 15, 2020 By TF

This is a certification page
DO NOT DETACH
This page is now part
of this legal document.

RETURN DOCUMENT TO:
GRIM, BIEHN & THATCHER
104 SOUTH 6TH STREET
PERKASIE, PA 18944

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Bucks County, Pennsylvania.



Robin M. Robinson

Robin M. Robinson
Recorder of Deeds

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.



CERTIFIED PROPERTY IDENTIFICATION NUMBERS
26-011-072- - N BRITAIN TWP
CERTIFIED 01/15/2020 BY TF

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

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

TPN #: 26-011-072

DEED OF DEDICATION

**MYSTIC VIEW CIRCLE
(Pine Valley)**

THIS INDENTURE, made this 5th day of November, A.D. 2014, by and between *PINE VALLEY CROSSING ASSOCIATES, LP*, a Pennsylvania Limited Partnership, by its general partner, *PVCGP, INC.*, having offices at 1030 Reed Avenue, Suite 100, Wyomissing, PA 19610 (hereinafter referred to as "*Grantor*") and the *TOWNSHIP OF NEW BRITAIN*, of 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as "*Grantee*").

WITNESS, that the said Grantor, for and in consideration of the advantages to it accruing as well as for diverse other considerations affecting the public welfare which it seeks to advance, has granted, bargained, sold, aliened, release and convey unto the said Grantee, its successors and assigns, all that certain strip of land situate within the Township of New Britain, County of Bucks and Commonwealth of Pennsylvania as described on the attached description marked **Exhibit "A"**.

TO HAVE AND TO HOLD, the said tract or piece of ground above described unto the said Grantee, to and for the only proper use and behoof of said Grantee, its successors and assigns, forever as and for a public road and/or utility purposes for no other use or purpose whatsoever.


AND THE SAID GRANTOR, for itself, its successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the said tract of ground herein described hereby granted, or mentioned, or intended so to be unto

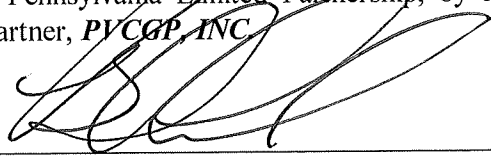
the said Grantee, its successors and assigns, against it, the said Grantor, its successors and assigns, and against all and any person or persons whomever lawfully claiming or to claim the same or any part hereof, by, from and under it or them or any of them shall and will warrant and forever defend.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR

PINE VALLEY CROSSING ASSOCIATES, LP,
a Pennsylvania Limited Partnership, by its general
partner, ***PVCGP, INC***


Attest HOBEN & TRAWLEY


By: 
Name: Brian Kobularcik
Title: Vice President of PVCGP, Inc.

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

On this 5th day of November, 2014, before me a Notary Public, personally appeared **BRIAN KOBULARCIK, VICE PRESIDENT OF PVCGP, INC, GENERAL PARTNER OF PINE VALLEY CROSSING ASSOCIATES, LP**, a Pennsylvania Limited Partnership, and that he as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such Officer.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Denise McCarthy, Notary Public
Wyomissing Boro, Berks County
My Commission Expires Nov. 23, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

 (SEAL)
Notary Public

I hereby certify that the precise address of the within-named Grantee is 207 Park Avenue, Chalfont, Pennsylvania 18914



Peter Nelson, Esq.

EXHIBIT "A"

PINE VALLEY CROSSING SUBDIVISION
Mystic View Circle – Description of 50 foot Wide Loop Portion

ALL THAT CERTAIN 50 foot wide strip of land comprising the loop portion of Mystic View Circle, a proposed public street in the Pine Valley Crossing subdivision, situate southwest of Old Iron Hill Road (Township Route 340) in New Britain Township, Bucks County, Commonwealth of Pennsylvania, being more fully bounded and described in accordance with Forino Co., L.P. plan titled "Pine Valley Crossing Subdivision-Subdivision Plan", and designated as Project No. 12321, Drawing No. 2 of 32, Sheet No. S-1, dated July 31, 2013 and last revised August 13, 2014, as follows:

BEGINNING AT A POINT marking the centerline intersection of the 50 foot wide loop street portion of Mystic View Circle with 60 foot wide entrance portion of said street;

Thence along the centerline of the herein described 50 foot wide strip the nine (9) following courses:

1. South 44°15'24" East, 121.94 feet to a point of curvature;
2. Southerly 161.01 feet on the arc of a curve deflecting to the right, having a radius of 102.50 feet and a central angle of 90°00'00" and being subtended by a chord which bears South 00°44'36" West, a chord distance of 144.96 feet to a point of tangency;
3. South 45°44'36" West, 261.61 feet to a point of curvature;
4. Westerly 158.68 feet on the arc of a curve deflecting to the right, having a radius of 102.50 feet and a central angle of 88°42'02" and being subtended by a chord which bears North 89°54'23" West, a chord distance of 143.30 feet to a point of tangency;
5. North 45°33'22" West, 279.20 feet to a point of curvature;
6. Northerly 188.17 feet on the arc of a curve deflecting to the right, having a radius of 102.50 feet and a central angle of 105°11'04" and being subtended by a chord which bears North 07°02'10" East, a chord distance of 162.84 feet to a point of tangency;
7. North 59°37'43" East, 276.00 feet to a point of curvature;
8. Easterly 136.17 feet on the arc of a curve deflecting to the right, having a radius of 102.50 feet and a central angle of 76°06'53" and being subtended by a chord which bears South 82°18'50" East, a chord distance of 126.37 feet to a point of tangency; and
9. South 44°15'24" East, 90.95 feet to the Point of Beginning.

The herein described strip shall extend 25 feet on each side of the aforescribed centerline.

HAVING a total centerline distance of 1,673.73 feet and containing in area 83,687 square feet or 1.921 acres.

BEING part of Bucks County tax parcel number 26-011-072.

BEING PART OF THE SAME PREMISES which Montgomery County Industrial Development Authority, a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania and Wordsworth Academy, a Pennsylvania non-profit corporation, granted and conveyed to Pine Valley Crossing Associates, L.P., a Pennsylvania limited partnership, by deed dated October 28, 2013 and recorded as Instrument Number

2013092297 at the Bucks County, PA recorder of Deeds office.

PINE VALLEY CROSSING SUBDIVISION

Mystic View Circle – Description of 60 Ft. Wide Entrance Portion

ALL THAT CERTAIN 60 foot wide strip of land together with the fillet areas formed by the transition curves on both sides of said strip at its northeastern and southwestern ends, to be part of Mystic View Circle, a proposed public street, situate on the southwestern side of Old Iron Hill Road (State Route No. 1006) in New Britain Township, Bucks County, Commonwealth of Pennsylvania, being more fully bounded and described in accordance with Forino Co., L.P. plan titled "Pine Valley Crossing Subdivision-Subdivision Plan", and designated as Project No. 12321, Drawing No. 2 of 32, Sheet No. S-1, dated July 31, 2013 and last revised August 13, 2014, as follows:

BEGINNING AT A POINT located on the southwestern right-of-way line of Old Iron Hill Road (80 foot wide ultimate right-of-way) at a corner of lot 1 of the aforesaid Pine Valley Crossing subdivision, said Point of Beginning being North $44^{\circ}14'24''$ West, 358.38 feet from an iron pipe on said right-of-way line at its point of intersection with the southeastern boundary line of said subdivision, also being the northwestern boundary line of the Brook Dale subdivision (Plan Book 61, page 49);

Thence leaving Old Iron Hill Road along lot 1 by the southeastern right-of-way line of the herein described strip, the three (3) following courses:

1. Westerly 54.99 feet on the arc of a curve deflecting to the left, having a radius of 35.00 feet and a central angle of $90^{\circ}01'00''$ and being subtended by a chord which bears North $89^{\circ}14'54''$ West, a chord distance of 49.50 feet to a point of tangency;
2. South $45^{\circ}44'36''$ West, 87.89 feet to a point of curvature; and
3. Southerly 54.98 feet on the arc of a curve deflecting to the left, having a radius of 35.00 feet and a central angle of $90^{\circ}00'00''$ and being subtended by a chord which bears South $00^{\circ}44'36''$ West, a chord distance of 49.50 feet to a point of cusp;

Thence crossing the herein described strip along its southwestern terminus, North $44^{\circ}15'24''$ West, 130.00 feet to a point of cusp and a corner of lot 22;

Thence along lot 22 by the northwestern right-of-way line of the herein described strip, the three (3) following courses:

1. Easterly 54.98 feet on the arc of a curve deflecting to the left, having a radius of 35.00 feet and a central angle of $90^{\circ}00'00''$ and being subtended by a chord which bears South $89^{\circ}15'24''$ East, a chord distance of 49.50 feet to a point of tangency;
2. North $45^{\circ}44'36''$ East, 87.93 feet to a point of curvature; and
3. Northerly 54.97 feet on the arc of a curve deflecting to the left, having a radius of 35.00 feet and a central angle of $89^{\circ}59'00''$ and being subtended by a chord which bears North $00^{\circ}45'06''$ East, a chord distance of 49.49 feet to a point of cusp on the southwestern right-of-way line of Old Iron Hill Road;

Thence along said right-of-way line of Old Iron Hill Road, South $44^{\circ}14'24''$ East, 130.00 feet to the Point of Beginning.

CONTAINING in area 10,526 square feet.

BEING part of Bucks County tax parcel number 26-011-072.

BEING PART OF THE SAME PREMISES which Montgomery County Industrial Development Authority, a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania and Wordsworth Academy, a Pennsylvania non-profit corporation, granted and conveyed to Pine Valley Crossing Associates, L.P., a Pennsylvania limited partnership, by deed dated October 28, 2013 and recorded as Instrument Number 2013092297 at the Bucks County, PA recorder of Deeds office.



Eckert Seamans Cherin & Mellott, LLC
Two Liberty Place
50 South 16th Street, 22nd Floor
Philadelphia, PA 19102

TEL 215 851 8400
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www.eckertseamans.com

Ryan J. Cassidy
rcassidy@eckertseamans.com
215-851-8531

February 10, 2021

VIA EMAIL: MWalsh@newbritaintownship.org

Michael Walsh
Interim Township Manager
New Britain Township
207 Park Avenue, Chalfont PA 18914

Re: Engagement Letter for New Britain Township

Dear Mr. Walsh:

Thank you for selecting our Firm to serve as labor counsel to New Britain Township (the "Township") in any labor and employment matters the Township may choose to assign to us (collectively, "the Project"). The purpose of this Engagement Letter and enclosed Terms of Engagement is to set forth our mutual understanding of the basis on which we have agreed to undertake such representation and any other similar matters the Township may choose to assign to us. This letter agreement will become effective upon our receipt of a copy of this Engagement Letter signed by an individual authorized to do so on behalf of the Township.

My colleague and law partner, Scott E. Blissman, Esq., and I will be the primary points of contact for the Project. The hourly rate for partners who are utilized on the Project will be at an hourly rate of \$325 per hour, and for associates \$240 per hour. These rates will remain in effect through 2021, but are subject to change thereafter, usually on an annual basis, and subject to mutual agreement. Unless otherwise agreed, any additional services requested to be provided by this Firm beyond the scope of the work involved in this Project would be billed in accordance with our hourly rates in effect at the time those services are rendered, or as mutually agreed prior to undertaking the additional representation.

The Township will be billed for disbursements and expenses that we incur on its behalf, including, without limitation, travel costs, mileage, express mailings and postage, long distance telephone costs and photocopying charges. Unless you have a written arrangement with the Firm which specifies otherwise, our Firm policy requires that most expenses, excepting those which are extremely small in amount, incurred on the Township's behalf and which are payable to a third party, will be forwarded to you for direct payment. Please remit such payments within thirty days directly to the third party. The Firm will not be responsible for payment of the disbursements and expenses incurred on behalf of the Township and which are payable to a third party.

Unless we mutually agree in writing to a different process, invoices will be submitted by the Firm on a monthly basis and will be paid by the Township within 30 days of receipt. If you have any questions about fees, expenses or work we have performed, I encourage you to promptly contact me to discuss, and I will do my best to address any questions.

Scope of Client Representation and Engagement

Please note that we are required to make it clear that the Firm is only representing the Township as the Client in this engagement. In accepting this engagement, the Firm has not agreed that it is representing any other entity which is affiliated with the Township, or any individual persons, unless specifically identified above. In addition, the Firm's acceptance of this engagement does not involve an undertaking to represent the Township in any other matter beyond the scope of the Project as described above.

The enclosed Terms of Engagement document sets forth the Firm's standard engagement terms, which shall will apply to and are an agreed part of this engagement, unless mutually modified in writing.

If this Engagement Letter and enclosed Terms of Engagement are consistent with the Township's understanding of our fee and representation arrangement, please have someone with the legal authority to do so on behalf of the Township sign below and return an executed copy to me. If you have any questions concerning any of the matters discussed in this Engagement Letter or Terms of Engagement, please do not hesitate to let me know.

We appreciate the opportunity to be of service to New Britain Township.

Very truly yours,



Ryan J. Cassidy

Enclosure

ON BEHALF OF NEW BRITAIN TOWNSHIP:

The undersigned acknowledges and agrees to the terms of the representation as set forth in this Engagement Letter and the accompanying Terms of Engagement.

[Signature]

Date

Printed Name: _____

Title: _____

ECKERT SEAMANS CHERIN & MELLOTT LLC TERMS OF ENGAGEMENT

We thank you for choosing Eckert Seamans Cherin & Mellott LLC (“Eckert”) to provide you with legal counseling and services. We look forward to working with you and assisting with your legal needs.

This document is a supplement to our engagement letter with you and is incorporated therein by reference.

Who is the Client

We have identified the person(s) and/or entity(s) that are the Client in the engagement letter. Eckert has not agreed to represent, and does not have an attorney-client relationship with, any person or entity other than those specifically identified in the engagement letter. For example, if you are a corporation or partnership, we do not represent any parent, subsidiary, sister company or commonly-owned entity, or other business affiliate, and we do not represent your officers, directors, shareholders, employees, partners, or agents, unless specified as a Client. If you believe we need to change the identification of the Client to which this engagement pertains, please discuss this with us before you execute the engagement letter. Similarly, if during the course of the engagement you believe the identification of the Client should be modified, please discuss with us so that we can decide whether to modify the engagement letter appropriately.

Scope of the Representation

Eckert’s representation of you is limited to the legal services described in the engagement letter and does not include representation of you or your interests in

any other matter, unless subsequently agreed to in writing. If you desire our services outside the scope of this engagement, we will be pleased to discuss your needs with you.

Work Assignments

In all client matters an Eckert lawyer is assigned to be principally responsible for the engagement, typically the lawyer who sent you the engagement letter or in some situations another Eckert lawyer on whom you agree. The lawyer who is principally responsible for this engagement may assign your work, or parts of it, to other Eckert lawyers and legal assistants, who will be under his or her supervision. Delegation of work may be for a number of reasons including involving other legal personnel with special expertise on certain topics, or to provide the legal services in the most efficient, cost-effective and timely way. If you have any questions, requests or policies about staffing, please discuss them with the Eckert lawyer responsible for your matter.

Fees and Expenses

Unless you have a written arrangement with us which specifies otherwise, Eckert requires that most expenses, except those which are extremely small in amount, that are incurred on your behalf and which are payable to a third party, will be forwarded to you for direct payment. Non-exhaustive examples of such expenses are fees of experts and consultants, court reporters, e-discovery vendors, mediators or arbitrators, and other third parties who provides services in support of your matter. Please remit such payments within thirty days directly to the third party. Eckert is not

ECKERT SEAMANS CHERIN & MELLOTT LLC
TERMS OF ENGAGEMENT

responsible for payment of any expenses incurred on your behalf and which are payable to a third party, or for any adverse consequence to your matter by a failure to pay a third party.

All bills submitted to you by Eckert will be paid within thirty days of the date submitted. If you cannot commit to payment within this time frame, please discuss with us before signing the engagement letter. We also reserve the right to charge interest on the amount of any unpaid bills after the expiration of this thirty day period at a rate of one percent (1%) a month.

Some clients have preferred processes, policies or guidelines for billing. We are happy to review and discuss them with you and if we agree to any such terms, we will confirm it in writing. Client billing processes, policies or guidelines will not be a basis to reject or delay payment of any part of an invoice from Eckert unless they have been disclosed in advance to Eckert and have been agreed to by Eckert in writing.

We will promptly respond to any questions you may have concerning any item on a bill submitted to you. We believe it is Eckert's responsibility to provide informative billing to our clients and to promptly respond to questions about billing. It is your responsibility to promptly review our invoices and to raise any questions you have. If no questions have been raised by the time payment is due, Eckert will proceed with the understanding that the amount due is approved by you.

Estimates and Budgets

Upon request, Eckert may be able to provide an estimate of future fees and costs based on the information available at the time of the request. However, actual fees and costs that will be incurred can be affected by many factors during the course of the engagement. Accordingly, any estimate or budget provided by Eckert is not a maximum or fixed fee quotation and does not constitute a guarantee of the final amount of fees and expenses that will be incurred, except where the engagement letter expressly provides for a flat or fixed fee or contingent fee. Additionally, your obligation to pay Eckert's fees and costs is not in any way conditional on the ultimate outcome of the engagement.

Waiver of Future Conflicts of Interest

It is possible that some of Eckert's other present or future clients will have unrelated legal matters that are adverse to you while we are representing you. Given the size of our firm, it is important to all of our existing and future clients, including you, that Eckert not be unduly prevented from representing such clients. Thus, Eckert reserves the right to continue to represent existing clients, or represent new clients, on matters that are not substantially related to the work we perform for you under this engagement, even if the interests of other firm clients are directly adverse to you in those other matters.

By executing this engagement letter, you are granting an advance or prospective waiver of any actual or potential conflict of interest with other clients of Eckert as long as such representations are not substantially related, factually or legally,

ECKERT SEAMANS CHERIN & MELLOTT LLC TERMS OF ENGAGEMENT

to your engagement. We may represent current or future clients in business negotiations and transactions, alternative dispute resolution, administrative proceedings, discovery disputes, and other legal matters even if those matters are adverse to you. For example, and solely as illustrations, we may represent a supplier or customer in advising on or negotiating a contract with you, represent another client in mediation or non-litigation claim resolution in the event of a contractual other dispute between that client and you, or represent another client in seeking discovery from you as a third party. While we represent you, we will not represent another client in litigation filed in a court of law where you are an opposing party unless we have separately discussed the situation with you and you agree to waive such conflict.

Eckert attorneys working on your matter will not disclose your confidential information to other firm attorneys not working on your matter. While your confidential information will always be protected, in the event of an adverse representation, Eckert will put in place a further screening mechanism to protect your confidential information, as it deems appropriate. In the event we take on a matter adverse to you, no lawyer working on your matter will work on the matter adverse to you. Although you may revoke this waiver as to future matters at any time, the revocation will not affect any matters undertaken by the firm prior to receipt of written notice of the revocation. We recommend that you discuss any questions about this waiver with us.

If you are a business entity and affiliate with, acquire, are acquired by, or merge with another company, you will provide

us with notice to permit us to consider whether a conflict has been created and whether we need to seek a waiver or consider withdrawing as your attorneys.

Communication and Cooperation

We will keep you informed about the status of our work on the engagement and will be available at reasonable times to consult with you or answer your questions. Eckert lawyers may express their views about the potential outcomes of your matter; however, these views are not a prediction or guarantee of the outcome and do not constitute a promise or assurance of success.

You acknowledge and understand that effective legal representation depends upon your agreement to communicate with us accurately and completely and to provide us with all relevant documents and information. If an engagement involves litigation or other proceedings, you agree to make yourself, or in the case of a business entity your relevant officials and employees, available to meet with us, and to attend depositions, hearings, conferences and trial as may be requested by an Eckert attorney. You agree to commit the personnel and resources necessary to meet any discovery obligations.

We must be able to contact you at all times in order to consult with you. You will inform us, in writing, of any changes in name, address, telephone number, contact person, and email address regarding you or your business.

Public Communications

Eckert sometimes identifies clients on our website and in other published

ECKERT SEAMANS CHERIN & MELLOTT LLC

TERMS OF ENGAGEMENT

materials. Unless you inform us otherwise, you consent to including your name in these communications.

Eckert lawyers will not make public statements about you or any of your legal matters in response to press inquiries without first consulting with you. If you have any policies or practices in this regard, please share them early in the engagement.

Client File Retention Policy

Clients are entitled to request and receive client-owned files unless Eckert asserts a legally cognizable right to retain all or a portion of the file. Please be aware that Eckert may have the right to hold client files if its bills have not been paid.

No client files can be removed from the firm and transmitted to any person or entity without the client's written authorization. After a representation has ended, client-owned files will either be returned to the client or kept in Eckert's possession in accordance with its client file retention policy. Under that policy, client files are retained for a fixed time period depending on the type of matter involved, after which the files may be destroyed. No client files will be destroyed unless approved by the responsible Eckert attorney on that legal representation or by the Eckert's Chief Legal Officer. Files released to a client are no longer subject to Eckert's client file retention policy.

Cybersecurity

Eckert has information security, business continuation, and disaster recovery policies and employs appropriate access

controls, user authentication measures and malware protection. Mandatory periodic training on cybersecurity is required of attorneys and staff. In addition to devices connected directly to the Eckert network, most Eckert attorneys use laptops, iPads, smartphones and other mobile devices. Consistent with best practices, we manage the connection and interaction of such devices with the Eckert network and systems, whether such devices are owned by the attorney or issued by Eckert, to protect the confidentiality of all Eckert data. Although we take significant measures to protect confidentiality of communications through mobile devices there is a potential for these communications to be subject to security risks.

Many of our clients use email, text and other types of electronic communication in communicating with Eckert. In 1999 the ethics committee of the American Bar Association issued a Formal Opinion in which it concluded that an attorney could transmit information relating to the representation of a client by use of unencrypted email sent over the internet without violating the attorney's responsibilities under the Rules of Professional Conduct because such a mode of information transmission afforded a reasonable expectation of privacy. For greater protection of client information, Eckert has the capability to encrypt email. If you would like to request the use of encrypted email, please contact us. No system of encryption provides absolute protection of the confidentiality of information communicated by email or by other kinds of electronic communication. Your execution of the engagement letter will constitute the authorization for Eckert to

ECKERT SEAMANS CHERIN & MELLOTT LLC TERMS OF ENGAGEMENT

communicate with you electronically. If you do not want the Eckert to use email or other forms of electronic communication for some, or all, of its communication with you, please advise us promptly. We will follow your instructions as to the manner in which you want to communicate with the firm.

In the event that you send and receive substantive legal communications via email or other electronic means using a computer or other device you need to make certain that third parties are not able to gain access to such communications. An example of where a third party may gain such access is when a person communicates electronically via a business email account or a personal email account on a workplace computer or other workplace device. In such instances, the person's employer may have access to the electronic communications of the employee using the business devices. It is not advisable for you to communicate with us by using such email accounts or by any other electronic means where there is a significant risk that the electronic communications can be accessed by a third party. It is up to you to determine whether such a risk exists when communicating electronically with us.

Client Insurance for Liability or Legal Expenses

It is your responsibility to determine if you have insurance that could pay for all or part of your legal expenses in this engagement or to provide coverage to you in the event of any judgment or decision adverse to you in this matter. You are responsible for providing notice of any claim to your insurers. Eckert can assist you in examining whether

insurance coverage is available but if you desire our assistance your request must be confirmed in writing.

Termination of Engagement

You may terminate this engagement at any time for any reason by written notice. Your termination of our services will not affect your obligation to pay for legal services rendered before termination and in connection with an orderly transition of the matter.

Eckert may terminate this engagement for nonpayment, late payment, or any other reason, subject to any limitations under the applicable rules of professional conduct. If permission for withdrawal is required by a court, we will apply for such permission and you agree to engage successor counsel to represent you.

Eckert attorneys are subject to the rules of professional responsibility in the various jurisdictions in which we practice, which list several types of client conduct or other circumstances that require or allow us to withdraw from representing a client. These include but are not limited to failure to pay our bills, failure to disclose material facts, misrepresenting material facts, failure to cooperate with counsel, taking action contrary to our advice, and a conflict of interest with another client. Eckert will endeavor to discuss with you in advance any situation which could lead to our withdrawal.

Conclusion of Representation and Post Engagement Matters

Unless terminated previously, the attorney-client relationship will terminate upon completion of the services that you retained us to perform and our

**ECKERT SEAMANS CHERIN & MELLOTT LLC
TERMS OF ENGAGEMENT**

submission of the last invoice for legal services rendered.

After we complete this representation, changes may occur in the applicable law, or subsequent events or circumstances may arise, which might affect your rights and liabilities in the future. Unless you retain Eckert in writing to provide additional legal advice pertaining to subsequent changes, events or circumstances, Eckert is under no continuing duty to advise you regarding those changes.

Consent Agenda Items for the Next Meeting (03/01/21)

1. Hallmark Homes-Mill Ridge LLC has executed Escrow Release #4 for the Mill Ridge Subdivision for \$124,146.45, leaving \$555,873.35 remaining.
2. Herding Butterflies, L.P. has executed a Professional Services Agreement for the property at 120 Liberty Lane, TMP #26-001-100-005, with corresponding legal and engineering escrow of \$5,000.00.
3. Stormwater O&M Agreement with Gary Kensey for 312 Dorothy Lane, TMP #26-001-125-012, for construction of a swimming pool, with a Stormwater BMP maintenance fee of \$250.00.
4. Toll Brothers PA XIII, L.P., has executed Escrow Release #2 for New Britain Woods for \$404,052.23, leaving \$518,079.44 remaining.
5. Glenn Coleman & Linda Grimm have executed a Professional Services Agreement for the vacant property at West Peace Valley Road, TMP #26-011-116, with corresponding legal and engineering escrow of \$5,000.00.
6. Stormwater O&M Agreement with Scott and Keri Ehling for 112 Harrison Forge Court, TMP #26-022-238, for construction of a swimming pool, with a Stormwater BMP maintenance fee of \$187.50.



February 12, 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 #4
Mill Ridge Major Subdivision (Assal Tract)
TMP #26-003-003 (New Britain Township)

Dear Mr. Carroll:

In response to your request for the fourth escrow release associated with the above-referenced project, a representative from our office performed a site observation of the completed improvements. We have prepared Certificate of Completion #4 in the amount of \$124,146.45 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 Twenty-Four Thousand One Hundred Forty-Six Dollars and Forty-Five Cents (\$124,146.45) to Hallmark Homes-Mill Ridge LLC. This leaves \$555,873.35 remaining in the escrow fund for work within New Britain Township. The escrowed site improvements are approximately 42% completed.

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

Sincerely,

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

JM/tw/sl

Enclosures: as referenced

cc: Michael Walsh, Interim Township Manager
Kelsey Harris, Zoning Officer
Peter Nelson, Esquire, Grim, Biehn & Thatcher
Craig D. Kennard, P.E., Chief Operating Officer, Gilmore & Associates, Inc.
Timothy Wallace, E.I.T., Gilmore & Associates, Inc.
Brian Dusault, Construction Manager, Gilmore & Associates, Inc.



ESCROW STATUS REPORT

PROJECT NAME:	Mill Ridge Subdivision-New Britain Township	TOTAL CONSTRUCTION:	\$832,223.00	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ 137,940.50
PROJECT NO.:	17-12046	TOTAL CONSTRUCTION CONTINGENCY:	\$83,222.30	RETAINAGE THIS RELEASE:	\$ 13,794.05
PROJECT OWNER:	Hallmark Homes-Mill Ridge LLC	TOTAL ENG/INSP/LEGAL:	\$41,611.15	AMOUNT OF THIS RELEASE:	\$ 124,146.45
		TOTAL ESCROW POSTED:	\$957,056.45		
MUNICIPALITY:	New Britain Township	RELEASE NO.:	4	TOTAL ESCROW RELEASED TO DATE:	\$ 401,183.10
ESCROW AGENT:	Meridian Bank	RELEASE DATE:	February 12, 2021	TOTAL ESCROW REMAINING:	\$ 555,873.35
TYPE OF SECURITY:	Acquisition Development and Construction Loan			TOTAL CONSTRUCTION CONTINGENCY:	\$ 83,222.30
AGREEMENT DATE:	9/16/2020			TOTAL ENG/INSP/LEGAL:	\$ 41,611.15
				TOTAL RETAINAGE TO DATE:	\$ 44,575.90
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ 386,464.00

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 5		
CONSTRUCTION ITEMS					UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
I. EROSION CONTROL													
1.	Rock Construction Entrance	EA	1	\$2,000.00			\$2,000.00	1	\$2,000.00				
2.	Silt Sock - 8" (D,E,F,G,H)	LF	1,740	\$2.85			\$4,959.00	1,740	\$4,959.00				
3.	Silt Sock - 12" (O,O,R)	LF	475	\$3.45			\$1,638.75	475	\$1,638.75				
4.	Silt Sock - 18" (A,B,C,L,N,Q)	LF	1,210	\$5.50			\$6,655.00	1,210	\$6,655.00				
5.	Silt Sock - 24" (I,J,K,P)	LF	520	\$10.00			\$5,200.00	520	\$5,200.00				
6.	Silt Sock - 32" (M)	LF	385	\$12.00			\$4,620.00	385	\$4,620.00				
7.	Clearing & Grubbing	LS	1	\$6,000.00			\$6,000.00	1	\$6,000.00				
8.	Orange Tree Protection Fence	LF	3,435	\$1.80			\$6,183.00	3,435	\$6,183.00				
9.	Temporary Seeding (Topsoil Pile Only)	LS	1	\$700.00		0.50	\$350.00	0.75	\$525.00		0.25	\$175.00	
10.	R5 Rip Rap Lining	SY	80	\$50.00			\$4,000.00	80	\$4,000.00				
11.	Rip Rap Lining	SY	40	\$60.00			\$2,400.00	40	\$2,400.00				
12.	R7 Rip Rap Lining	SY	4	\$100.00			\$400.00				4	\$400.00	
13.	Inlet Filters	EA	12	\$120.00			\$1,440.00				12	\$1,440.00	
14.	S75 Matting	SF	190,500	\$0.15			\$28,575.00				190,500	\$28,575.00	
15.	Filter Bag	EA	1	\$500.00		1	\$500.00	1	\$500.00				
16.	E&S Maintenance	LS	1	\$2,500.00			\$2,500.00				1	\$2,500.00	
17.	E&S Removal	LS	1	\$2,000.00			\$2,000.00				1	\$2,000.00	
II. BASIN #1													
1.	Topsoil 8" Strip/Stockpile	CY	1,490	\$3.00			\$4,470.00	1,490	\$4,470.00				
2.	Keyway Excavation	LF	350	\$5.00			\$1,750.00	350	\$1,750.00				
3.	Basin Cut/Fill	CY	3,185	\$2.90			\$9,236.50	3,185	\$9,236.50				
4.	Site Cut/Basin Fill	CY	2,000	\$2.90			\$5,800.00	2,000	\$5,800.00				
5.	RCP O-Ring, CL III - 18"	LF	123	\$32.00			\$3,936.00	123	\$3,936.00				
6.	DW Headwalls - 6"	EA	1	\$1,500.00			\$1,500.00	1	\$1,500.00				
7.	SDR - 26 PVC - 6"	LF	11	\$26.00			\$286.00	11	\$286.00				
8.	Outlet Structure	EA	1	\$2,500.00			\$2,500.00	1	\$2,500.00				
9.	Anti-Seep Collars	EA	2	\$750.00			\$1,500.00	2	\$1,500.00				
10.	Respread Topsoil - 9"	CY	1,070	\$3.50			\$3,745.00				1,070	\$3,745.00	
11.	Emergency Spillway	SF	900	\$1.50			\$1,350.00				900	\$1,350.00	
12.	Conversion (Udrain & Amended Soil)	LS	1	\$30,000.00			\$30,000.00				1	\$30,000.00	
III. BASIN #2													
1.	Topsoil 8" Strip/Stockpile	CY	760	\$3.00			\$2,280.00	760	\$2,280.00				
2.	Keyway Excavation	LF	225	\$5.00			\$1,125.00	225	\$1,125.00				
3.	Basin Cut/Fill	CY	890	\$2.90			\$2,581.00	890	\$2,581.00				
4.	Basin Cut/Site Fill	CY	2,025	\$2.65			\$5,366.25	2,025	\$5,366.25				
5.	Outlet Structure	EA	1	\$2,500.00			\$2,500.00	1	\$2,500.00				
6.	RCP O-Ring, CL III - 24"	LF	50	\$45.00			\$2,250.00	50	\$2,250.00				
7.	Anti-Seep Collars	EA	2	\$750.00			\$1,500.00	2	\$1,500.00				
8.	Respread Topsoil - 9"	CY	515	\$3.50			\$1,802.50				515	\$1,802.50	
9.	Emergency Spillway	SF	900	\$1.50			\$1,350.00				900	\$1,350.00	
10.	Conversion (Udrain & Amended Soil)	LS	1	\$15,000.00			\$15,000.00				1	\$15,000.00	



ESCROW STATUS REPORT

PROJECT NAME:	Mill Ridge Subdivision-New Britain Township	TOTAL CONSTRUCTION:	\$832,223.00	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$	137,940.50
PROJECT NO.:	17-12046	TOTAL CONSTRUCTION CONTINGENCY:	\$83,222.30	RETAINAGE THIS RELEASE:	\$	13,794.05
PROJECT OWNER:	Hallmark Homes-Mill Ridge LLC	TOTAL ENG/INSP/LEGAL:	\$41,611.15	AMOUNT OF THIS RELEASE:	\$	124,146.45
		TOTAL ESCROW POSTED:	\$957,056.45			
MUNICIPALITY:	New Britain Township			TOTAL ESCROW RELEASED TO DATE:	\$	401,183.10
ESCROW AGENT:	Meridian Bank	RELEASE NO.:	4	TOTAL ESCROW REMAINING:	\$	555,873.35
TYPE OF SECURITY:	Acquisition Development and Construction Loan	RELEASE DATE:	February 12, 2021	TOTAL CONSTRUCTION CONTINGENCY:	\$	83,222.30
AGREEMENT DATE:	9/16/2020			TOTAL ENG/INSP/LEGAL:	\$	41,611.15
				TOTAL RETAINAGE TO DATE:	\$	44,575.90
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$	386,464.00

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 5		
CONSTRUCTION ITEMS					UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
IV. BASIN #3													
1.	Topsoil 8" Strip/Stockpile	CY	1,540	\$3.00			\$4,620.00	1,540	\$4,620.00				
2.	Keyway Excavation	LF	550	\$5.00			\$2,750.00	550	\$2,750.00				
3.	Basin Cut/Fill	CY	1,990	\$2.90			\$5,771.00	1,990	\$5,771.00				
4.	Basin Cut/Site Fill	CY	3,050	\$2.90			\$8,845.00	3,050	\$8,845.00				
5.	Outlet Structure	EA	1	\$2,500.00			\$2,500.00	1	\$2,500.00				
6.	DW Headwalls - 30"	EA	1	\$2,000.00			\$2,000.00	1	\$2,000.00				
7.	RCP O-Ring, CL III - 30"	LF	45	\$65.00			\$2,925.00	45	\$2,925.00				
8.	Anti-Seep Collars	EA	2	\$750.00			\$1,500.00	2	\$1,500.00				
9.	Respread Topsoil - 9"	CY	880	\$3.50			\$3,080.00			880	\$3,080.00		
10.	Emergency Spillway	SF	900	\$1.50			\$1,350.00			900	\$1,350.00		
11.	Conversion (Udrain & Amended Soil)	LS	1	\$35,000.00			\$35,000.00			1	\$35,000.00		
V. EARTHWORK													
1.	Topsoil 8" Strip/Stockpile	CY	10,800	\$2.90			\$31,320.00	8,000	\$23,200.00	2,800	\$8,120.00		
2.	Diversion Swale Grading	LF	815	\$2.00			\$1,630.00	408	\$816.00	407	\$814.00		
3.	Site Cut/Fill	CY	13,000	\$2.90			\$37,700.00	6,950	\$20,155.00	6,050	\$17,545.00		
4.	Road Excavation for Widening	CY	200	\$15.00			\$3,000.00	200	\$3,000.00				
VI. STORM SEWER													
1.	Saw Cutting	LF	140	\$1.00			\$140.00	140	\$140.00				
2.	DW Headwalls - Double 29x45"	EA	2	\$5,000.00			\$10,000.00	2	\$10,000.00				
3.	RCP Elliptical CL III - Double 29"x45" Crossing Road	LF	35	\$180.00			\$6,300.00	35	\$6,300.00				
4.	DW Headwalls - 24" x 38"	EA	2	\$2,800.00			\$5,600.00	2	\$5,600.00				
5.	RCP O-Ring, CL III - 24"x38" Crossing Road	LF	35	\$120.00			\$4,200.00	35	\$4,200.00				
6.	RCP O-Ring, CL III - 18"	LF	2,000	\$40.00			\$80,000.00	1,000	\$40,000.00	2,000	\$80,000.00		
7.	RCP O-Ring, CL III - 21"	LF	117	\$95.00			\$11,115.00	117	\$11,115.00				
8.	RCP Elliptical, CL III - 24"x38"	LF	72	\$110.00			\$7,920.00	72	\$7,920.00				
9.	RCP Elliptical, CL III - 29"x45"	LF	50	\$120.00			\$6,000.00	50	\$6,000.00				
10.	DW Headwalls - 18"	EA	6	\$1,500.00			\$9,000.00	4	\$6,000.00	6	\$9,000.00		
11.	DW Headwalls - 24"x38"	EA	2	\$3,200.00			\$6,400.00			2	\$6,400.00		
12.	DW Headwalls - 29"x45"	EA	1	\$3,500.00			\$3,500.00			1	\$3,500.00		
13.	Type C Inlet - 4'	EA	13	\$2,200.00			\$28,600.00	6	\$13,200.00	13	\$28,600.00		
VII. CONCRETE													
1.	Sidewalk	SF	4,610	\$4.00			\$18,440.00			4,610	\$18,440.00		
2.	Aprons	SF	480	\$5.00			\$2,400.00			480	\$2,400.00		
3.	Belgian Block Curb	LF	1,950	\$19.00			\$37,050.00	1,950	\$37,050.00	1,950	\$37,050.00		



ESCROW STATUS REPORT

PROJECT NAME: Mill Ridge Subdivision-New Britain Township	TOTAL CONSTRUCTION: \$832,223.00	AMOUNT OF WORK IN PLACE THIS PERIOD: \$ 137,940.50
PROJECT NO.: 17-12046	TOTAL CONSTRUCTION CONTINGENCY: \$83,222.30	RETAINAGE THIS RELEASE: \$ 13,794.05
PROJECT OWNER: Hallmark Homes-Mill Ridge LLC	TOTAL ENG/INSP/LEGAL: \$41,611.15	AMOUNT OF THIS RELEASE: \$ 124,146.45
MUNICIPALITY: New Britain Township	TOTAL ESCROW POSTED: \$957,056.45	
ESCROW AGENT: Meridian Bank	RELEASE NO.: 4	TOTAL ESCROW RELEASED TO DATE: \$ 401,183.10
TYPE OF SECURITY: Acquisition Development and Construction Loan	RELEASE DATE: February 12, 2021	TOTAL ESCROW REMAINING: \$ 555,873.35
AGREEMENT DATE: 9/16/2020		TOTAL CONSTRUCTION CONTINGENCY: \$ 83,222.30
		TOTAL ENG/INSP/LEGAL: \$ 41,611.15
		TOTAL RETAINAGE TO DATE: \$ 44,575.90
		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$ 386,464.00

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 5		
CONSTRUCTION ITEMS					UNITS	QUANTITY	PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
VIII. MILL RIDGE ROAD PAVING													
1.	Fine Grade for Paving	SY	3,200	\$0.80			\$2,560.00	3,200	\$2,560.00	3,200	\$2,560.00		
2.	2A Mod Subbase - 6"	SY	3,200	\$4.80			\$15,360.00	3,200	\$15,360.00	3,200	\$15,360.00		
3.	25mm Superpave Base - 4-1/2"	SY	3,200	\$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		
5.	9.5mm Superpave - 1-1/2"	SY	3,200	\$8.00			\$25,600.00			3,200	\$25,600.00		
6.	Pavement Markings - Hot Thermoplastic	LS	1	\$545.00			\$545.00			1	\$545.00		
7.	Signs	EA	8	\$220.00			\$1,760.00			8	\$1,760.00		
8.	Stamped Asphalt Crosswalk	EA	1	\$1,000.00			\$1,000.00			1	\$1,000.00		
IX. CURLEY MILL ROAD PAVING													
1.	Mill Curley Mill Road	SY	2,000	\$5.00			\$10,000.00			2,000	\$10,000.00		
2.	Base Repair	CY	50	\$20.00			\$1,000.00	50	\$1,000.00	50	\$1,000.00		
3.	Fine Grade Widening	SY	635	\$1.00			\$635.00	635	\$635.00	635	\$635.00		
4.	2A Mod Subbase - 6"	SY	635	\$4.80			\$3,048.00	635	\$3,048.00	635	\$3,048.00		
5.	25mm Superpave Base - 5"	SY	635	\$17.50			\$11,112.50	635	\$11,112.50	635	\$11,112.50		
6.	19mm Superpave Binder - 2"	SY	635	\$12.00			\$7,620.00			635	\$7,620.00		
7.	Sweep & Tack Seal	SY	635	\$0.50			\$317.50			635	\$317.50		
8.	9.5mm Superpave Wearing - 1-1/2" (Full Cartway and Widening)	SY	2,635	\$8.00			\$21,080.00			2,635	\$21,080.00		
X. SURVEY AND ASBUILTS													
1.	Survey and Asbuilts	LS	1	\$12,500.00			\$12,500.00	0.25	\$3,125.00	0.75	\$9,375.00	0.25	\$3,125.00
2.	Pins and Monuments	LS	1	\$5,000.00			\$5,000.00					1	\$5,000.00
XI. LANDSCAPING													
1.	Shade/Street Trees	EA	101	\$400.00			\$40,400.00			30	\$12,000.00	71	\$28,400.00
2.	Evergreen Trees	EA	62	\$300.00			\$18,600.00					62	\$18,600.00
3.	Ornamental Trees	EA	70	\$250.00			\$17,500.00					70	\$17,500.00
4.	Shrubs	EA	261	\$30.00			\$7,830.00					261	\$7,830.00
5.	Meadow Mix -Rear Yards	LS	1	\$2,000.00			\$2,000.00					1	\$2,000.00
XII. MISCELLANEOUS													
1.	Traffic Control	LS	1	\$5,000.00			\$5,000.00			1	\$2,500.00	0.50	\$2,500.00
2.	Lighting	EA	1	\$1,500.00			\$1,500.00					1	\$1,500.00
3.	Community Mailbox	EA	1	\$1,000.00			\$1,000.00					1	\$1,000.00
4.	R/M Woody Growth/Place 8" Topsoil/Seed (Limekiln Pike ROW)	LS	1	\$1,000.00			\$1,000.00	1	\$1,000.00	1	\$1,000.00		

NEW BRITAIN TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 9th day of February, A.D., 2021, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as “**Township**”) and **Herding Butterflies, L.P. , 6097 Easton Road, Pipersville, PA 18947** (hereafter referred to as “**Developer**”).

WITNESSETH:

WHEREAS, the Developer is the applicant for Subdivision and/or Land Development of certain real estate bearing Bucks County Tax Map Parcel No. 26-001-100-005, located at 120 Liberty Lane and

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. The Developer and Township hereby authorize and direct the Township’s consulting engineer or his designee(s) (hereinafter referred to as “**Engineer**”) to review the engineering or site plans and to make such recommendations and specifications as may be

necessary with respect to such plans and to make any and all engineering inspections as required by the Township pursuant to its ordinances or codes which in the Engineer's opinion are required in accordance with good engineering practices.

2. The Developer and the Township acknowledge that the Township will incur additional engineering, legal and other costs and fees relating to the development of the subject site and review and approval of Developer's proposed plan or project.

3. The Developer shall pay: (a) the Engineer's charges and fees for review of and/or preparation of any Plans or development proposals and all subsequent inspections, monitoring or testing performed in order to insure compliance with all applicable ordinances of the Township or other rules, regulations and statutes; (b) legal fees for review by the Township Solicitor of any and all plans, documents, correspondence or other materials and matters or issues related to the Developer's Plan or proposal; and (c) a monthly charge of 10% of billed expenses that are incurred by the Township by reason of this Contract.

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

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

In the event that the above deposited escrow fund shall fall below the original deposit, the Developer shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the account to its original

balance. In the event that this is insufficient to pay current Township-incurred expenses, Developer agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to reestablishing the base escrow account balance. The Township will use its best efforts to advise the Developer of the impending likelihood that its costs have exceeded the required escrow account sums as described above.

Developer and Township agree that upon completion of the proposed development and/or upon completion of Township's review of Developer's plan or proposal, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Township Manager and in accordance with the instructions, if any, with said written request.

(*Per Resolution No. 2019-12, as amended or modified from time to time.)

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

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

6. The Developer and the Township further agree that all fees or costs arising out of this Agreement shall be paid prior to the issuance of any permit, occupancy or otherwise, for the

use, improvement or construction of the buildings as proposed on the Developer's final Plan or project. The Developer agrees and acknowledges that no permit, occupancy or otherwise, shall be issued until all outstanding fees and costs due the Township as of the date of the requested Occupancy Permit have been paid and Developer is not in default under this Agreement.

7. The Developer may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Township that it does not desire to proceed with the development as set forth on the Plan and upon receipt of such written notice by the Developer to the Township, the Developer shall be liable to the Township for its costs and expenses incurred to the date and time of its receipt of the notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.

8. The Developer and the Township further agree that the Township shall have the right and privilege to sue the Developer or then property owner in assumpsit for reimbursement or to lien the property or both in its sole discretion for any expense in excess of the then current balance of funds on deposit with the Township in accordance with this Agreement incurred by the Township by reason of any review, supervision and inspection of Developer's project by its professionals including, but not limited to, the Township Engineer and Solicitor. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

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

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

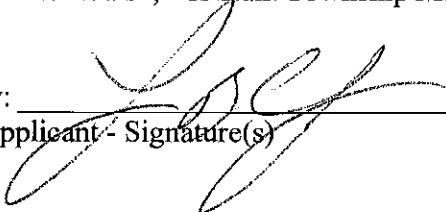
IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused their signatures to be affixed and have affixed their hand and seals the day and year first above written.

FOR NEW BRITAIN TOWNSHIP:

ATTEST:

Michael Walsh, Assistant Township Manager

Dr. Larry Caplin
(Applicant - Print Name)

By: 
(Applicant - Signature(s))

(Applicant - Print Name)

By: _____
(Applicant - Signature(s))

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

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

TMP # 26-001-125-012

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, A.D., 2021, by **GARY KENSEY**, with a residential address of 312 Dorothy Lane, Chalfont, PA 18914 (hereinafter referred to as “**Landowner**”), and **NEW BRITAIN TOWNSHIP**, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “**Township**”).

WITNESSETH

WHEREAS, Landowner is the owner of a tract of land consisting of approximately 2.006 acres, located at 312 Dorothy Lane in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-001-125-012 (hereinafter referred to as the “**Property**”); and

WHEREAS, Landowner has submitted plans to the Township for the construction of a swimming pool with associated improvements (hereinafter referred to as the “**Project**”) pursuant to plans entitled “Pool Permit Plan”, as prepared by Woodrow & Associates, Inc., dated December 18, 2020, last revised February 3, 2021 consisting of two (2) sheets, said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the “**Plan**”); and

WHEREAS, Landowner is proceeding to develop the Property in accordance with the Plan; and

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

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

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

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

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

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

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

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

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

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

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

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

basins, 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, Landowner, for himself, his heirs, grantees, successors, and assigns, agrees to the following:

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

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

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

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

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

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

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

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

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

14. Landowner shall be responsible for and shall guarantee the proper inspection, operation, performance, maintenance, repair, and replacement of the Stormwater Management Facilities. Contemporaneously with the execution of this Agreement, Landowner shall pay a Stormwater BMP Maintenance Guarantee of Two Hundred Fifty Dollars (\$250.00) 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, Landowner shall pay any costs and expenses incurred by the Township regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities and any costs and expenses the Township incurred by performing any work of any nature on the Facilities, due to Landowner's failure to perform such work. Landowner shall reimburse the Township within thirty (30) days of receipt of an invoice for all costs and expenses (direct and indirect) incurred by the Township. In the event Landowner fails to fulfill such responsibility or guarantee regarding the inspection, operation, performance, maintenance, repair,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
312 Dorothy Lane
(Signatures)**

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

LANDOWNER:

KENSEY

Witness

By: _____
Gary Kensey

TOWNSHIP:

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

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

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

ATTEST:

Michael Walsh, Secretary

**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
312 Dorothy Lane
(Acknowledgments)**

BY LANDOWNER

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF _____ :

ON THIS _____ day of _____, A.D., 2021, before me, a Notary Public, personally appeared **GARY KENSEY**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

_____(SEAL)
Notary Public

BY TOWNSHIP

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

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

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

_____(SEAL)
Notary Public



February 16, 2021

File No. 06-03141-01

Michael Walsh, Interim Township Manager
New Britain Township
207 Park Avenue
Chalfont, PA 18914

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

Dear Michael:

We have generated Escrow Release #2 associated with the above-referenced project. A representative from our office performed a site observation of the completed improvements on February 12, 2021. Based on our review of the request, the following items are not recommended for release:

- a) G.14. Handicap Ramps: The requested items were previously released.
- b) J.1. Mobilization & Supervision – Barclay Road: The remaining escrow for this line item should be withheld until the wearing course for Barclay Road has been installed.
- c) Q.13 Relocate Signage: The “No Trucking” Sign has not been relocated.

We have prepared Certificate of Completion #2 in the amount of \$404,052.23 for execution of an officer of Toll PA XIII, L.P., which has been signed and can be considered at the Board of Supervisors’ next public meeting. We recommend the release of the funds as delineated on the attached breakdown and which equal Four Hundred Four Thousand Fifty-Two Dollars and Twenty-Three Cents (\$404,052.23) to Toll PA XIII, L.P. The total escrow remaining for the project is \$518,079.44.

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

Sincerely,

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

JM/tw/sl

Enclosures: As Referenced

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

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



February 16, 2021
Project No.: G&A #06-03141-01

**CERTIFICATE OF COMPLETION NO. 2
NEW BRITAIN WOODS
NEW BRITAIN TOWNSHIP**

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

We, the undersigned, hereby certify that the work provided for a certain Agreement between the New Britain Township and Toll PA XIII, L.P. relative to the construction and installation of certain improvements to the New Britain Woods Development have been completed to the extent of Four Hundred Four Thousand Fifty-Two Dollars and Twenty-Three Cents (\$404,052.23). This certificate authorizes the Financial Security be reduced to the extent of **\$404,052.23** held by Travelers Casualty and Surety Company of America.

This draft is drawn upon the above stated security account and no other account which may be applicable to this project or in which Toll PA XIII, L.P., may have an interest. It is payable in an amount not to exceed \$404,052.23 to Toll PA XIII, L.P. or such other persons or parties as they shall designate.

ESCROW SUMMARY

Total Financial Security:	\$ 2,037,350.87
Amount of Previous Releases:	\$ 1,115,219.20
Amount of this Request:	\$ 404,052.23
Amount of Construction Available:	\$ 172,376.36
Total Escrow Remaining:	\$ 518,079.44

NEW BRITAIN TOWNSHIP ENGINEER:

Janene Marchand 2/16/21
Janene Marchand, P.E. Date
Gilmore & Associates, Inc
Township Engineers

DESIGNATED DRAFT RECIPIENT:

Name (print) MICHAEL L. NICE, P.E.
Title EXECUTIVE VP LAND DEVELOPMENT
Signature *[Signature]*

NEW BRITAIN TOWNSHIP MANAGER:

Michael Walsh, Interim Manager



ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Barclay Road Subdivision
 PROJECT NO.: 06-03141
 PROJECT OWNER: Toll PA XIII, LP.

TOTAL CONSTRUCTION: \$1,771,609.45
 TOTAL CONSTRUCTION CONTINGENCY: \$177,160.95
 TOTAL ENG/INSP/LEGAL: \$88,580.47
 TOTAL ESCROW POSTED: \$2,037,350.87

AMOUNT OF WORK IN PLACE THIS PERIOD: \$425,318.14
 REQUIRED RETAINAGE THIS RELEASE (5%): \$21,265.91
 AMOUNT OF THIS RELEASE: \$404,052.23

MUNICIPALITY: New Britain Township
 ESCROW AGENT: Travelers Casualty and Surety Company of America
 TYPE OF SECURITY: Bond
 AGREEMENT DATE: September 1, 2016

RELEASE NO.: 2
 RELEASE DATE: February 16, 2021

TOTAL ESCROW RELEASED TO DATE: \$1,519,271.43
 TOTAL ESCROW REMAINING: \$518,079.44
 TOTAL CONSTRUCTION CONTINGENCY: \$177,160.95
 TOTAL ENG/INSP/LEGAL: \$88,580.47
 TOTAL RETAINAGE TO DATE: \$79,961.66
 TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$172,376.36

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 3		
CONSTRUCTION ITEMS					UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
A. CONSTRUCTION STAKEOUT													
1.	Construction Stakeout	LS	1	\$31,799.00					1	\$31,799.00			
B. SEDIMENT & EROSION CONTROLS													
1.	Construction Entrance	EA	2	\$2,099.00					2	\$4,198.00			
2.	Temporary Seeding - Excess Fill Piles	SF	130,680	\$0.04					130680	\$5,227.20			
3.	18" Silt Fence - Stockpiles	LF	300	\$1.57					300	\$471.00			
4.	18" Silt Fence	LF	1,292	\$1.57					1292	\$2,028.44			
5.	Super Silt Fence	LF	2,850	\$6.55					2850	\$18,667.50			
6.	Rock Filter Berm	EA	5	\$89.00					5	\$445.00			
7.	Grade Swales #B1, 2	SY	968	\$0.80					968	\$774.40			
8.	Swale Matting (North American Green Sc-150 #B1,2)	SY	968	\$1.82					968	\$1,761.76			
9.	E&S Maintenance and Removal	LS	1	\$5,000.00							1	\$5,000.00	
C. CLEARING & REMOVAL OF EXISTING FEATURES													
1.	Clearing & Grubbing	LS	83,692	\$1.00					83692	\$83,692.00			
2.	Demolition	LS	16,650	\$1.00					16650	\$16,650.00			
3.	Demolition of Farmhouses and Out Buildings	LS	1	\$50,000.00					1	\$50,000.00			
D. SEDIMENT BASIN A - HAINES COURT													
1.	Strip Topsoil - Basin A	CY	1,033	\$3.07					1033	\$3,171.31			
2.	Cut Fill & Compact - Basin A	CY	2,065	\$3.68					2065	\$7,599.20			
3.	Overexcavate Basin Bottom for Clay Installation - Basin A	CY	330	\$3.68					330	\$1,214.40			
4.	Core Cut & Fill Keyway - Basin A	LF	350	\$10.60					350	\$3,710.00			
5.	Grade - Basin A	SY	4,530	\$0.30					4530	\$1,359.00			
6.	Respread Topsoil - Basin A	CY	1,011	\$3.35					1011	\$3,386.85			
7.	Permanent Rake & Seed - Basin A	SF	40,767	\$0.10					40767	\$4,076.70			
8.	Grade Spillway - Basin A	SY	206	\$1.66					206	\$341.96			
9.	Spillway Matting (North American Green P-550) - Basin A	SY	206	\$7.19					206	\$1,481.14			
10.	Outlet Structure w/Trash Rack&Plywood Box #Os-1#14-Basin A	EA	1	\$2,775.00					0.75	\$2,081.25	0.25	\$693.75	
11.	Antiseep Collar - Basin A	EA	2	\$1,578.00					2	\$3,156.00			
12.	30" RCP Pipe - Basin A	LF	42	\$61.46					42	\$2,581.32			
13.	30" DW Endwall - Basin A	EA	1	\$1,575.00					1	\$1,575.00			
14.	R-5 Rip Rap Dissipator - Basin B	TON	69	\$44.68					69	\$3,082.92			
15.	Convert to Perm Facility	LS	1	\$1,500.00							1	\$1,500.00	
E. EARTHWORK SITE - HAINES COURT													
1.	Strip Topsoil - Earthwork Site - Haines Court	CY	2,000	\$3.62					2000	\$7,240.00			
2.	Cut Fill & Compact - Earthwork Site - Haines Court	CY	2,287	\$4.15					2287	\$9,491.05			
3.	Grade - Earthwork Site - Haines Court	SY	7,318	\$0.27					7318	\$1,975.86			



ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Barclay Road Subdivision	TOTAL CONSTRUCTION: \$1,771,609.45	AMOUNT OF WORK IN PLACE THIS PERIOD: \$425,318.14
PROJECT NO.: 06-03141	TOTAL CONSTRUCTION CONTINGENCY: \$177,160.95	REQUIRED RETAINAGE THIS RELEASE (5%): \$21,265.91
PROJECT OWNER: Toll PA XIII, LP.	TOTAL ENG/INSP/LEGAL: \$88,580.47	AMOUNT OF THIS RELEASE: \$404,052.23
MUNICIPALITY: New Britain Township	TOTAL ESCROW POSTED: \$2,037,350.87	TOTAL ESCROW RELEASED TO DATE: \$1,519,271.43
ESCROW AGENT: Travelers Casualty and Surety Company of America	RELEASE NO.: 2	TOTAL ESCROW REMAINING: \$518,079.44
TYPE OF SECURITY: Bond	RELEASE DATE: February 16, 2021	TOTAL CONSTRUCTION CONTINGENCY: \$177,160.95
AGREEMENT DATE: September 1, 2016		TOTAL ENG/INSP/LEGAL: \$88,580.47
		TOTAL RETAINAGE TO DATE: \$79,961.66
		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$172,376.36

ESCROW TABULATION						CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 3
CONSTRUCTION ITEMS						QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
F. STORM SEWER - HAINES COURT												
1.	15" HDPE Pipe w/2a Modified Stone 6" Under the Pipe to 12" Over - Haines Court	LF	921	\$29.62	\$27,280.02			921	\$27,280.02			
2.	24" HDPE Pipe w/2a Modified Stone 6" Under the Pipe to 12" Over - Haines Court	LF	735	\$38.62	\$28,385.70			735	\$28,385.70			
3.	30" HDPE Pipe w/2a Modified Stone 6" Under the Pipe to 12" Over - Haines Court	LF	153	\$51.62	\$7,897.86			153	\$7,897.86			
4.	Type C Inlet (Average Depth 3.89') #3, 4, 5, 6, 11 - Haines Court	EA	5	\$1,610.00	\$8,050.00			5	\$8,050.00			
5.	Type M Inlet (Average Depth 3.20') #12, 38, 39, 40 - Harines Court	EA	4	\$1,566.00	\$6,264.00			4	\$6,264.00			
6.	Type C Inlet Modified (Average Depth 5.69') 42"x48" #7, 8, 9, 10 - Haines Court	EA	4	\$2,109.00	\$8,436.00			4	\$8,436.00			
7.	15" DW Endwall w/Trash Rack and Apron #41 - Haines Court	EA	1	\$1,070.00	\$1,070.00			1	\$1,070.00			
8.	30" DW Endwall w/Trash Rack and Apron #13, 34a, 35 - Haines Ct	EA	3	\$1,791.00	\$5,373.00			3	\$5,373.00			
9.	6" SDR-35 Pipe - Roof Drains Laterals w/Cleanout - Haines Court	LF	264	\$20.45	\$5,398.80			264	\$5,398.80			
10.	Rip Rap Dissipator	TON	270	\$45.45	\$12,271.50			270	\$12,271.50			
11.	Storm Traffic Control - Barclay Road	DY	8	\$602.00	\$4,816.00			8	\$4,816.00			
G. ROADWAY SITE - HAINES COURT												
1.	Excavate & Backfill - Haines Court	LF	1,937	\$3.28	\$6,353.36			1937	\$6,353.36			
2.	18" Concrete Curb - Haines Court	LF	1,937	\$13.87	\$26,866.19			1937	\$26,866.19			
3.	Install 6" Pavement Base Drain - Haines Court	LF	1,937	\$13.56	\$26,265.72			1937	\$26,265.72			
4.	Fine Grade Paving - Haines Court	SY	3,361	\$1.02	\$3,428.22			3361	\$3,428.22			
5.	6" 2a Modified - Haines Court	SY	3,361	\$5.42	\$18,216.62			3361	\$18,216.62			
6.	4.5 BCBC Paving (Asphalt Index \$620.00) - Haines Court	SY	3,361	\$17.54	\$58,951.94			3361	\$58,951.94			
7.	1.5" Wearing Paving (Asphalt Index \$620.00) - Haines Court	SY	3,361	\$7.79	\$26,182.19					3,361	\$26,182.19	
8.	Street Sweeping - Haines Court	SY	6,533	\$0.12	\$783.96					6,533	\$783.96	
9.	Tac Coat - Haines Court	SY	6,533	\$0.20	\$1,306.60					6,533	\$1,306.60	
10.	Curb & Joint Seal - Haines Court	LF	1,937	\$0.65	\$1,259.05					1,937	\$1,259.05	
11.	Line Painting - Roadway Site	LS	1	\$7,880.00	\$7,880.00					1	\$7,880.00	
12.	Site Signage - Roadway Site	LS	1	\$4,107.00	\$4,107.00							
13.	5' Sidewalk, 4" stone, 4" 3500 psi. conc.	SF	9,685	\$3.50	\$33,897.50	9120	\$31,920.00	9685	\$33,897.50			
14.	Handicap Ramps	EA	2	\$1,000.00	\$2,000.00			2	\$2,000.00			
H. OFFSITE STORM SEWER - BARCLAY ROAD												
1.	12" HDPE Pipe w/2a Modified Stone 6" Under the Pipe to 12" Over (Remove and Replace) - Barclay Road	LF	30	\$44.75	\$1,342.50			30	\$1,342.50			
2.	15" HDPE Pipe w/2a Modified Stone 6" Under the Pipe to 12" Over - Barclay Road	LF	96	\$44.48	\$4,270.08			96	\$4,270.08			
3.	15" HDPE Pipe w/2a Modified Stone 6" Under the Pipe to 12" Over - Barclay Road (Pipe Extension)	LF	20	\$44.16	\$883.20			20	\$883.20			

ESCROW STATUS REPORT



SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Barclay Road Subdivision	TOTAL CONSTRUCTION: \$1,771,609.45	AMOUNT OF WORK IN PLACE THIS PERIOD: \$425,318.14
PROJECT NO.: 06-03141	TOTAL CONSTRUCTION CONTINGENCY: \$177,160.95	REQUIRED RETAINAGE THIS RELEASE (5%): \$21,265.91
PROJECT OWNER: Toll PA XIII, LP.	TOTAL ENG/INSP/LEGAL: \$88,580.47	AMOUNT OF THIS RELEASE: \$404,052.23
MUNICIPALITY: New Britain Township	TOTAL ESCROW POSTED: \$2,037,350.87	TOTAL ESCROW RELEASED TO DATE: \$1,519,271.43
ESCROW AGENT: Travelers Casualty and Surety Company of America	RELEASE NO.: 2	TOTAL ESCROW REMAINING: \$518,079.44
TYPE OF SECURITY: Bond	RELEASE DATE: February 16, 2021	TOTAL CONSTRUCTION CONTINGENCY: \$177,160.95
AGREEMENT DATE: September 1, 2016		TOTAL ENG/INSP/LEGAL: \$88,580.47
		TOTAL RETAINAGE TO DATE: \$79,961.66
		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$172,376.36

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 3		
CONSTRUCTION ITEMS					UNITS	QUANTITY	PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
H. OFFSITE STORM SEWER - BARCLAY ROAD (con't)													
1.	Demolition of Existing 15" RCP & Pond b/w Lots 15 & 15a	LS	1	\$3,350.00					1	\$3,350.00			
2.	24"x38" RCP w/2a Modified Stone 6" Under the Pipe to 12" Over - Barclay Road	LF	20	\$116.64					20	\$2,332.80			
3.	Type C Inlet (Average Depth 3.89') #31 - Barclay Road	EA	1	\$2,368.00					1	\$2,368.00			
4.	60" Storm Manhole (Average Depth 4.12') #Mh32 - Barclay Road	EA	1	\$2,912.00					1	\$2,912.00			
5.	15" Dw Endwall w/Trash Rack and Apron #31a, 31b, 34 - Barclay Road	EA	3	\$1,312.00					3	\$3,936.00			
6.	24"x38 Dw Endwall w/Trash Rack and Apron #33 - Barclay Road	EA	1	\$1,937.00					1	\$1,937.00			
7.	Rip Rap Dissipator - Barclay Road	TON	41	\$44.45					41	\$1,822.45			
8.	2a Modified Full Stone Backfill for Storm Sewer (12" HDPE Cross Pipe - Barclay Road	TON	22	\$12.06					22	\$265.32			
9.	15" HDPE Pipe w/2a Modified Stone 6" Under the Pipe to 12" Over - Barclay Road - Offsite (Lots #16, 17)	LF	60	\$41.85					60	\$2,511.00			
10.	18" HDPE Pipe - Barclay Lots #16, 17	LF	198	\$32.91					198	\$6,516.18			
11.	15" Dw Endwall w/Trash Rack and Apron - Barclay Road Offsite - (Lots 15, 15a)	EA	4	\$1,070.88					4	\$4,283.52			
12.	Rip Rap Dissipator Lot #16, 17 - Barclay Road - Offsite	TON	22	\$40.68					22	\$894.96			
I. OFFSITE ROADWAY - BARCLAY ROAD/TWP LINE ROAD													
1.	Excavate for Widening - Barclay Road & Township Line Road	CY	375	\$23.56			\$8,835.00	375	\$8,835.00	375	\$8,835.00		
2.	Excavate & Backfill Concrete Curb - Barclay Rd & Township Line Rd	LF	56	\$3.28			\$183.68	56	\$183.68	56	\$183.68		
3.	18" Concrete Curb - Barclay Road & Township Line Road	LF	56	\$27.75			\$1,554.00	56	\$1,554.00	56	\$1,554.00		
4.	Sawcut Existing Paving - Barclay Road & Township Line Road	LF	1,200	\$2.37			\$2,844.00			1200	\$2,844.00		
5.	Install 6" Pavement Base Drain - Barclay Road & Township Line Rd	LF	1,145	\$17.37			\$19,888.65	1145	\$19,888.65	1145	\$19,888.65		
6.	Fine Grade Paving - Barclay Road & Township Line Road	SY	1,118	\$2.01			\$2,247.18	1118	\$2,247.18	1118	\$2,247.18		
7.	6" 2a Modified - Barclay Road & Township Line Road	SY	1,118	\$13.95			\$15,596.10	1118	\$15,596.10	1118	\$15,596.10		
8.	4.5" BcBc Paving - Barclay Road & Township Line Road	SY	1,118	\$24.27			\$27,133.86	1118	\$27,133.86	1118	\$27,133.86		
9.	1.5" Wearing Paving - Barclay Road & Township Line Road	SY	4,791	\$8.24			\$39,477.84			4,791	\$39,477.84		
10.	Street Sweeping - Barclay Road & Township Line Road	SY	4,791	\$0.12			\$574.92			4,791	\$574.92		
11.	Tac Coat - Barclay Road & Township Line Road	SY	4,791	\$0.20			\$958.20			4,791	\$958.20		
12.	Curb & Joint Seal - Barclay Road & Township Line Road	LF	2,500	\$0.65			\$1,625.00			2,500	\$1,625.00		
13.	Milling - Barclay Road & Township Line Road	SY	3,673	\$2.84			\$10,431.32	3673	\$10,431.32	3673	\$10,431.32		
14.	Traffic Control - Barclay Road & Township Line Road	DY	20	\$602.00			\$12,040.00	10	\$6,020.00	10	\$6,020.00	10	\$6,020.00
15.	Figure 24 Signage - Barclay Road & Township Line Road	LS	1	\$2,775.00			\$2,775.00	1	\$2,775.00	1	\$2,775.00		
J. MOBILIZATION, SUPERVISION - BARCLAY ROAD													
1.	Mobilization & Supervision - Barclay Road	LS	1	\$58,329.00			\$58,329.00			0.75	\$43,746.75	0.25	\$14,582.25

ESCROW STATUS REPORT



SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Barclay Road Subdivision
 PROJECT NO.: 06-03141
 PROJECT OWNER: Toll PA XIII, LP.
 MUNICIPALITY: New Britain Township
 ESCROW AGENT: Travelers Casualty and Surety Company of America
 TYPE OF SECURITY: Bond
 AGREEMENT DATE: September 1, 2016

TOTAL CONSTRUCTION: \$1,771,609.45
 TOTAL CONSTRUCTION CONTINGENCY: \$177,160.95
 TOTAL ENG/INSP/LEGAL: \$88,580.47
 TOTAL ESCROW POSTED: \$2,037,350.87

AMOUNT OF WORK IN PLACE THIS PERIOD: \$425,318.14
 REQUIRED RETAINAGE THIS RELEASE (5%): \$21,265.91
 AMOUNT OF THIS RELEASE: \$404,052.23

RELEASE NO.: 2
 RELEASE DATE: February 16, 2021

TOTAL ESCROW RELEASED TO DATE: \$1,519,271.43
 TOTAL ESCROW REMAINING: \$518,079.44
 TOTAL CONSTRUCTION CONTINGENCY: \$177,160.95
 TOTAL ENG/INSP/LEGAL: \$88,580.47
 TOTAL RETAINAGE TO DATE: \$79,961.66
 TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$172,376.36

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



ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Barclay Road Subdivision
 PROJECT NO.: 06-03141
 PROJECT OWNER: Toll PA XIII, LP.

TOTAL CONSTRUCTION: \$1,771,609.45
 TOTAL CONSTRUCTION CONTINGENCY: \$177,160.95
 TOTAL ENG/INSP/LEGAL: \$88,580.47
 TOTAL ESCROW POSTED: \$2,037,350.87

AMOUNT OF WORK IN PLACE THIS PERIOD: \$425,318.14
 REQUIRED RETAINAGE THIS RELEASE (5%): \$21,265.91
 AMOUNT OF THIS RELEASE: \$404,052.23

MUNICIPALITY: New Britain Township
 ESCROW AGENT: Travelers Casualty and Surety Company of America
 TYPE OF SECURITY: Bond
 AGREEMENT DATE: September 1, 2016

RELEASE NO.: 2
 RELEASE DATE: February 16, 2021

TOTAL ESCROW RELEASED TO DATE: \$1,519,271.43
 TOTAL ESCROW REMAINING: \$518,079.44
 TOTAL CONSTRUCTION CONTINGENCY: \$177,160.95
 TOTAL ENG/INSP/LEGAL: \$88,580.47
 TOTAL RETAINAGE TO DATE: \$79,961.66
 TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$172,376.36

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 3		
CONSTRUCTION ITEMS					UNITS	QUANTITY	PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
N. ROADWAY SITE - ROWLAND LANE													
1.	Excavate & Backfill Curb - Rowland Lane	LF	2,728	\$3.28			\$8,947.84			2728	\$8,947.84		
2.	18" Concrete Curb - Rowland Lane	LF	2,728	\$13.87			\$37,837.36			2728	\$37,837.36		
3.	Install 6" Pavement Base Drain - Rowland Lane	LF	2,728	\$13.56			\$36,991.68			2728	\$36,991.68		
4.	Fine Grade Paving - Rowland Lane	SY	4,540	\$1.02			\$4,630.80			4540	\$4,630.80		
5.	6" 2a Modified - Rowland Lane	SY	4,540	\$5.42			\$24,606.80			4540	\$24,606.80		
6.	4.5" Bcbc Paving (Asphalt Index \$620.00) - Rowland Lane	SY	4,540	\$17.54			\$79,631.60			4540	\$79,631.60		
7.	1.5" Wearing Paving (Asphalt Index \$620.00) - Rowland Lane	SY	4,540	\$7.79			\$35,366.60					4,540	\$35,366.60
8.	Street Sweeping - Rowland Lane	SY	4,540	\$0.12			\$544.80					4,540	\$544.80
9.	Tac Coat - Rowland Lane	SY	4,540	\$0.20			\$908.00					4,540	\$908.00
10.	Curb & Joint Seal - Rowland Lane	LF	2,728	\$0.65			\$1,773.20					2,728	\$1,773.20
11.	5' Sidewalk, 4" stone, 4" 3500 psi. conc.	SF	13,350	\$3.50			\$46,725.00	8290	\$29,015.00	13350	\$46,725.00		
12.	Handicap Ramps	EA	2	\$1,000.00			\$2,000.00			2	\$2,000.00		
O. MOBILIZATION, SUPERVISION - ROWLAND LANE													
1.	Mobilization & Supervision - Rowland Lane	LS	1	\$35,265.00			\$35,265.00			1	\$35,265.00		
P. LANDSCAPING													
Pump Station Plant Schedule													
1.	7' Frasier Fir	EA	8	\$175.10			\$1,400.80	8	\$1,400.80	8	\$1,400.80		
2.	7' Douglas Fir	EA	8	\$175.10			\$1,400.80	8	\$1,400.80	8	\$1,400.80		
3.	7' White Pine	EA	11	\$175.10			\$1,926.10	11	\$1,926.10	11	\$1,926.10		
Mitigation Plant Schedule													
4.	6' - 7' Red Bud	EA	201	\$257.50			\$51,757.50	201	\$51,757.50	201	\$51,757.50		
5.	6' - 7' Flowering Dogwood	EA	211	\$257.50			\$54,332.50	211	\$54,332.50	211	\$54,332.50		
6.	18" - 24" Spice Bush	EA	270	\$30.90			\$8,343.00	270	\$8,343.00	270	\$8,343.00		
7.	18" - 24" Arrow Viburnum	EA	281	\$28.65			\$8,050.65	281	\$8,050.65	281	\$8,050.65		
8.	10'H Norway Spruce	EA	29	\$267.80			\$7,766.20	29	\$7,766.20	29	\$7,766.20		
9.	10'H White Pine	EA	40	\$226.60			\$9,064.00	40	\$9,064.00	40	\$9,064.00		
Barclay Road Subdivision													
10.	2 - 2-1/2" Red Maple	EA	11	\$206.00			\$2,266.00	11	\$2,266.00	11	\$2,266.00		
11.	2 - 2-1/2" White Ash	EA	30	\$206.00			\$6,180.00	30	\$6,180.00	30	\$6,180.00		
12.	2 - 2-1/2" Scarlet Oak	EA	38	\$236.90			\$9,002.20	38	\$9,002.20	38	\$9,002.20		
13.	2 - 2-1/2" Bur Oak	EA	38	\$247.20			\$9,393.60	38	\$9,393.60	38	\$9,393.60		
14.	2 - 2-1/2" White Oak	EA	38	\$236.90			\$9,002.20	38	\$9,002.20	38	\$9,002.20		
15.	2 - 2-1/2" Green Spire Linden	EA	10	\$236.90			\$2,369.00	10	\$2,369.00	10	\$2,369.00		
16.	3 - 4'H Smaragd Arborvitae	EA	30	\$32.96			\$988.80	30	\$988.80	30	\$988.80		



ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

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ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 3
CONSTRUCTION ITEMS					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
Q.	MISCELLANEOUS										
1.	Street Lights (base, pole, conduit, light fixture, etc.)	EA	7	\$4,000.00	\$28,000.00	7	\$28,000.00	7	\$28,000.00		
2.	Concrete Monuments	EA	82	\$120.00	\$9,840.00					82	\$9,840.00
3.	Iron Pins	EA	90	\$50.00	\$4,500.00					90	\$4,500.00
4.	As-Built Plans	LS	1	\$5,000.00	\$5,000.00					1	\$5,000.00
5.	6' Wide Trail - 6" 2A Modified Stone Subbase	SY	1770	\$5.42	\$9,593.40			1770	\$9,593.40		
6.	6' Wide Trail - 2-1/2" ID-2 Wearing Course	SY	1770	\$9.00	\$15,930.00	1770	\$15,930.00	1770	\$15,930.00		
7.	12' Wide Trail - 8" Course Aggregate Subbase 3A Modified	SY	1640	\$6.50	\$10,660.00			1640	\$10,660.00		
8.	12' Wide Trail - 2" AASHTO #10 Limestone Screening	SY	1640	\$10.00	\$16,400.00	1640	\$16,400.00	1640	\$16,400.00		
9.	Property Line Split Rail Fencing	LF	3437	\$10.00	\$34,370.00	1437	\$14,370.00	3437	\$34,370.00		
10.	6' High Shadow Box Fencing - Pump Station	LF	307	\$24.00	\$7,368.00	307	\$7,368.00	307	\$7,368.00		
11.	Relocate Utility Poles	EA	12	\$7,000.00	\$84,000.00			12	\$84,000.00		
12.	Signage and Pavement Markings	LS	1	\$5,000.00	\$5,000.00					1	\$5,000.00
13.	Relocate Signage	EA	4	\$100.00	\$400.00	3	\$300.00	3	\$300.00	1	\$100.00

NEW BRITAIN TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 17th day of February, A.D., 2021, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as “**Township**”) and Glenn Coleman & Linda Grimm of 219 Colonial Heritage Park, Doylestown, PA 18901 (hereafter referred to as “**Developer**”).

WITNESSETH:

WHEREAS, the Developer is the applicant for Subdivision and/or Land Development of certain real estate bearing Bucks County Tax Map Parcel No. 26-011-116, located on West Peace Valley 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 **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 and expenses, charges and fees as set forth in Paragraph 3 above, upon execution of this Agreement, which shall be held in a non-interest-bearing account by the Township.

In the event that the above deposited escrow fund shall fall below the original deposit, the Developer shall immediately, upon receipt of written notice from the Township or its

agent(s), deposit sums with the Township necessary to replenish the account to its original balance. In the event that this is insufficient to pay current Township-incurred expenses, Developer agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to reestablishing the base escrow account balance. The Township will use its best efforts to advise the Developer of the impending likelihood that its costs have exceeded the required escrow account sums as described above.

Developer and Township agree that upon completion of the proposed development and/or upon completion of Township's review of Developer's plan or proposal, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Township Manager and in accordance with the instructions, if any, with said written request.

(*Per Resolution No. 2019-12, as amended or modified from time to time.)

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

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

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

7. The Developer may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Township that it does not desire to proceed with the development as set forth on the Plan and upon receipt of such written notice by the Developer to the Township, the Developer shall be liable to the Township for its costs and expenses incurred to the date and time of its receipt of the notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.

8. The Developer and the Township further agree that the Township shall have the right and privilege to sue the Developer or then property owner in assumpsit for reimbursement or to lien the property or both in its sole discretion for any expense in excess of the then current balance of funds on deposit with the Township in accordance with this Agreement incurred by the Township by reason of any review, supervision and inspection of Developer's project by its professionals including, but not limited to, the Township Engineer and Solicitor. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

9. The Developer and the Township acknowledge that this Agreement represents their full understanding as to the Township's reimbursement for professional or consultant services and that the parties intend to execute Development and Financial Security Agreements if

the project constitutes a subdivision or land development under Township ordinances. Any such Development and Financial Security Agreements may incorporate or replace the party's agreement and Escrow Fund established under this contract.

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

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

FOR NEW BRITAIN TOWNSHIP:

ATTEST:

Michael Walsh, Assistant Township Manager

LINDA GRIMM By: Linda Grimm
(Applicant - Print Name) (Applicant - Signature(s))

GLENN COLEMAN By: Glenn Coleman
(Applicant - Print Name) (Applicant - Signature(s))

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

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

TMP # 26-022-238

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, A.D., 2021, by *SCOTT EHLING and KERI EHLING*, husband and wife, located at 112 Harrison Forge Court, Chalfont, PA 18914 (hereinafter referred to as “*Landowners*”), and *NEW BRITAIN TOWNSHIP*, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “*Township*”).

WITNESSETH

WHEREAS, Landowners are the owners of a tract of land consisting of approximately 0.592 acres, located at 112 Harrison Forge Court in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-022-238 (hereinafter referred to as the “*Property*”); and

WHEREAS, Landowners have submitted plans to the Township for the construction of a pool with associated improvements (hereinafter referred to as the “*Project*”) pursuant to plans entitled “Pool Permit Plan”, as prepared by Brian K. Patterson, P.L.S., dated November 11, 2020, last revised January 5, 2021 consisting of one (1) sheet, said plan being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the “*Plan*”); and

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

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

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

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

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

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

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

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

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

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

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

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

5. Landowners shall keep and maintain the Stormwater Management Facilities in good working condition. Landowners shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said Facilities shown on

the Plan and located on the Property, including but not limited to drainage swales, detention and retention basins, BMP's, stormwater piping systems, headwalls, inlet, and outlet structures, plantings, and all structures and facilities appurtenant to the foregoing, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof and to ensure compliance with all federal, state, and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered in any manner without the prior written approval of the Township. In particular, Landowners, for themselves, their heirs, grantees, successors, and assigns, agrees to the following:

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

6. Any and all Stormwater Management Facilities or erosion and sedimentation control facilities that have been damaged or fail to function properly, for any reason, shall be stabilized and reconstructed by 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 Eighty-Seven Dollars and Fifty Cents (\$187.50) to provide financial guarantees for the timely and proper installation, construction, inspection, operation, performance, maintenance, repair, and replacement of the Facilities (hereinafter referred to as the "*Guarantee*"). Furthermore, Landowners shall pay any costs and expenses incurred by the Township regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities and any costs and expenses the Township incurred by performing any work of any nature on the Facilities, due to Landowners' failure to perform such work. Landowners shall reimburse the Township within thirty (30) days of receipt

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

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

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

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

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

solicitor, and all other agents, servants, or employees, shall be adjudicated against the Township, Landowners shall pay all costs and expenses in connection therewith.

18. Landowners shall hold Township harmless and indemnify Township, its officers, employees, or agents, from and against any and all claims, actions, causes of action, judgments, costs, expenses and liabilities of any kind whatsoever incurred in connection with, arising from or as a result of death, accident, injury, loss, or damage to any person or any property in or about the subject Stormwater Management Facilities arising out of the performance by Landowners, their grantees, heirs, 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, fail to begin curing such violation within the fifteen (15) day period, or fail to continue diligently to cure such violation until finally cured, the Township may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement and to enjoin the violation, ex parte as necessary, by temporary or permanent injunction. The Township's remedies described in this Agreement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

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

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

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

In addition, upon failure of Landowners to fulfill any of their obligations under this Agreement, after notice to do so is provided as required above, the Township may enter upon the Property and take such necessary and prudent work needed, in its sole and absolute discretion, to bring Landowners into compliance with this Agreement. All such work shall be conducted at Landowners' expense, and Landowners hereby agree to assume and pay all costs incurred by the Township in completing this work, including a ten percent (10%) surcharge for the Township's administrative expenses, all professional fees and costs, and any costs associated with the filing of a municipal lien or lawsuit.

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

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

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

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

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

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

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

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

ambiguity exists in this Agreement, any such ambiguity shall be resolved in favor of ensuring the proper inspection, maintenance, and operation of the Stormwater Management Facilities on the Property at the expense of Landowners.

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

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

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**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
112 Harrison Forge Ct
(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:

EHLING

Witness

By: _____
Scott Ehling

Witness

By: _____
Keri Ehling

TOWNSHIP:

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

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

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

ATTEST:

Michael Walsh, Secretary

**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
112 Harrison Forge Ct
(Acknowledgments)**

BY LANDOWNERS

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF _____ :

ON THIS _____ day of _____, A.D., 2021, before me, a Notary Public, personally appeared **SCOTT EHLING and KERI EHLING**, husband and wife, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

_____(SEAL)
Notary Public

BY TOWNSHIP

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

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

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

_____(SEAL)
Notary Public

Open Space Encroachment Procedures

Scenario #1: Open Space Encroachments w/ No License Agreement

1. Forward complaint to designated staff member (Zoning Officer?).
2. Staff confirms validity of complaint through a document/file search and site visit.
3. Staff reviews neighboring properties to determine extent of encroachment within the neighborhood and/or into the subject open space.
4. Staff discusses complaint and resulting investigation with Board of Supervisors.
5. BOS determines whether further action is necessary concerning the alleged encroachment(s).
6. BOS authorizes Township Engineer to conduct survey of open space and encroachments (BOS Authorization) (Trigger for Process).
7. Staff notifies residents of survey by letter sent regular mail (Open Space Encroachment Template #1).
8. Township Engineer schedules survey and notifies residents of this date.
9. Township Engineer conducts survey.
10. Staff notifies residents of encroachments based upon the survey (Open Space Encroachment Template #2).
 - a. Notice shall be sent by regular and Certified Mail.
 - b. Recipients have 15 Days to contact the Township to discuss encroachments and how to remove them.
 - c. Recipients shall be given 6 months to remove encroachments under this Notice.
11. If a resident contacts the Township about their encroachments:
 - a. Additional time may be requested in writing by the resident.
 - i. Initial extensions up to 6 months may be granted by Staff.
 - ii. Initial extensions of more than 6 months may only be granted by the Board of Supervisors.
 - iii. Additional extensions may only be granted by BOS.
 - b. End Agreed Upon Timeline
 - i. Encroachments Removed
 - ii. Substantive Proof Encroachment Removal is Imminent
12. If the recipient **DOES NOT** contact the Township, after receiving Letter #2 and/or does not remove the encroachment within the timeframe required by this Letter, the following action may be taken:
 - a. Upon direction of Township Manager and/or BOS, Township Solicitor shall send a 3rd Letter to such a recipient. This Letter shall:
 - i. Be sent by regular and Certified Mail;
 - ii. Describe the encroachment;
 - iii. Provide a deadline for the encroachment to be removed or resolved;
 - iv. Include a statement that the Township may take legal action if the matter is not resolved to the Township's satisfaction;

- v. Include a statement that all Township costs (both past and future) incurred in resolving this encroachment, including cleanup and restoration costs, legal expenses, and consultant fees shall be claimed against the recipient; and
- vi. Encourage the recipient to contact Staff to discuss the resolution of this matter prior to the commencement of litigation

DRAFT

February 16, 2021

D. LINDSAY & MARY JA JARDINE
208 W FAIRWOOD DRIVE
CHALFONT, PA 18914

RE: FAIRWOODS LOT C – OPEN SPACE

Dear D. LINDSAY & MARY JA JARDINE,

This correspondence is intended to provide a courtesy notice to the owners of certain parcels of land along Diana Drive and West Fairwood Drive and adjacent to Township-owned open space (Tax Map Parcel #26-028-076) located in the Fairwoods Development. If you are receiving this letter, you are the owners of record of one of these parcels.

This letter is being sent to inform you that the Township has asked its Engineer, Gilmore & Associates, to undertake a survey of this open space. Surveyors and engineers from Gilmore & Associates may need to access your property along this open space area to gather data for the project. This work will include a field survey on or near, your property, and may extend approximately five (5) feet into your property to obtain measurements of the existing property boundary. Once the date of this survey is scheduled, Gilmore will notify affected residents of this date. Unless we hear otherwise, the Township and Gilmore will assume that they have permission to conduct this work on your property as described in this letter.

If the survey identifies any encroachments into this Township open space from your property, you will receive a follow up letter from the Township detailing these encroachments and asking that you contact the Township regarding these encroachments and their removal. Residents will be provided a reasonable amount of time to discuss and address any encroachments and their removal.

If you should have any questions or concerns regarding this letter or the planned survey, please contact [Insert Name] at New Britain Township at 215-822-1391 or mwalsh@newbritaintownship.org.

Sincerely,

Eileen M. Bradley
Township Manager

February 16, 2021

D. LINDSAY & MARY JA JARDINE
208 W FAIRWOOD DRIVE
CHALFONT, PA 18914

RE: FAIRWOODS LOT C – OPEN SPACE: ENCROACHMENTS

Dear D. LINDSAY & MARY JA JARDINE,

This correspondence is being sent to the owners of certain parcels of land along Diana Drive and West Fairwood Drive and adjacent to Township-owned open space (Tax Map Parcel #26-028-076) located in the Fairwoods Development. If you are receiving this letter, you are the owners of record of one of these parcels.

This letter is a follow up to a letter send to you on [REDACTED] concerning a survey of this open space. This survey was conducted on [REDACTED], and as a result, New Britain Township has identified the following encroachments from your property into this open space:

ENCROACHMENTS...

Open space dedicated to the Township is not intended for private use or for the storage of private property. As such, the Township has established a policy and procedure concerning such encroachments into Township owned land and how to resolve them. The Township intends to enforce this policy evenly and fairly throughout the Township, and this letter is being sent in accordance with this policy and procedure. Pursuant to this policy, the above identified encroachments will need to be removed from the open space and any resulting damage to this open space repaired so that it is returned to the condition that existed prior to the encroachment being made. Residents with encroachments into Township open space have a minimum of six (6) months to remove these encroachments and repair any damage under this policy, provided the resident contacts the Township as provide below within fifteen (15) days of the date of this letter.

In addition to contacting the Township, you may request additional time to remove these encroachments by submitting such a request in writing to the Township. Initial requests for up to six (6) months additional time may be granted by the Township staff, while initial requests for six (6) months or more and any additional extension requests may only be granted by the Township Board of Supervisors at a public meeting. Your written request should state the reasons why the sought-after extension is necessary for you to come into compliance with this letter and the Township's policy regarding encroachments into open space. These requests will be reviewed on a case-by-case basis, and there is no guarantee that your request will be granted.

Upon receipt of this letter, please contact [Insert Name] at New Britain Township within fifteen (15) days to discuss these encroachments and your plans to remove them and/or any other questions concerning this letter at 215-822-1391 or mwalsh@newbritaintownship.org.

Sincerely,

Eileen M. Bradley
Township Manager

Scenario #2: Open Space Encroachments w/ License Agreement (LA)

1. Forward complaint to designated staff member (Zoning Officer?).
2. Staff confirms validity of complaint through a document/file search and site visit.
3. Staff (and Solicitor if necessary) review and research License Agreement to determine validity of the License and owner compliance with the License requirements.
4. Staff reviews neighboring properties to determine extent of encroachment within the neighborhood and/or into the subject open space.
5. Staff discusses complaint and resulting investigation with Board of Supervisors.
6. BOS determines whether further action is necessary concerning the alleged encroachment(s) and if the License Agreements should be explicitly terminated.
7. Staff notifies holder(s) of License Agreement(s) of the termination of these agreements in accordance with the termination language of the subject Agreement.
 - a. Notice shall be sent by regular and Certified Mail.
8. BOS authorizes Township Engineer to conduct survey of open space and encroachments (BOS Authorization) (Trigger for Process).
9. Staff notifies residents of survey, as well as the termination of applicable License Agreements if such notification has not yet been sent (Open Space Encroachment w/ LA Template #1).
 - a. Notice shall be sent by regular and Certified Mail.
10. Township Engineer schedules survey and notifies residents of this date.
11. Township Engineer conducts survey.
12. Staff notifies residents of encroachments based upon the survey (Open Space Encroachment w/ LA Template #2).
 - a. Notice shall be sent by regular and Certified Mail.
 - b. Recipients have 15 Days to contact the Township to discuss encroachments and how to remove them.
 - c. Recipients shall be given 6 months after the effective termination date of the License Agreement to remove encroachments under this Notice.
13. If a resident contacts the Township about their encroachments:
 - a. Additional time may be requested in writing by such resident.
 - i. Initial extensions up to 6 months may be granted by Staff.
 - ii. Initial extension of more than 6 months may be granted by the Board of Supervisors.
 - iii. Additional extensions may only be granted by BOS.
 - b. End Agreed Upon Timeline
 - i. Encroachments Removed
 - ii. Substantive Proof Encroachment Removal is Imminent
14. If a recipient **DOES NOT** contact the Township, after receiving Letter #2 and/or does not remove the encroachment within the timeframe required by this Letter, the following action may be taken:
 - a. Upon direction of Township Manager and/or BOS, Township Solicitor shall send a 3rd Letter to such a recipient. This Letter shall:
 - i. Be sent by regular and Certified Mail;

- ii. Describe the encroachment;
- iii. Provide a deadline for the encroachment to be removed or resolved;
- iv. Include a statement that the Township may take legal action if the matter is not resolved to the Township's satisfaction;
- v. Include a statement that all Township costs (both past and future) incurred in resolving this encroachment, including cleanup and restoration costs, legal expenses, and consultant fees shall be claimed against the recipient; and
- vi. Encourage the recipient to contact Staff to discuss the resolution of this matter prior to the commencement of litigation.

DRAFT

February 16, 2021

D. LINDSAY & MARY JA JARDINE
208 W FAIRWOOD DRIVE
CHALFONT, PA 18914

RE: FAIRWOODS LOT C – OPEN SPACE

Dear D. LINDSAY & MARY JA JARDINE,

This correspondence is intended to provide a courtesy notice to the owners of certain parcels of land along Diana Drive and West Fairwood Drive and adjacent to Township-owned open space (Tax Map Parcel #26-028-076) located in the Fairwoods Development. If you are receiving this letter, you are the owners of record of one of these parcels.

Several years ago, you allegedly entered into a license agreement with New Britain Township concerning the use and occupation of a portion of this open space. This letter is being sent to inform you that the Township is terminating this license agreement concerning your property as part of a policy to cancel all such license agreements throughout the Township. The license agreement involving your property is being terminated immediately based on noncompliance with certain conditions of this agreement, including, but not limited to, failure to provide the Township with proof of the required insurance on an annual basis. In addition, the Township is notifying all owners of property involving these license agreements of its intention to not renew the term of such licenses and to terminate these licenses at the end of their respective current terms. The current term of your license agreement ends on **DATE** and as such, it is terminated as of that date.

In conjunction with the termination of these license agreements, the Township has asked its Engineer, Gilmore & Associates, to undertake a survey of this open space. Surveyors and engineers from Gilmore & Associates may need to access your property along this open space area to gather data for the project. The work will include a field survey on or near your property and may extend approximately five (5) feet into your property to obtain measurements of the existing property boundary. Once the date of this survey is scheduled, Gilmore will notify affected residents of this date. Unless we hear otherwise, the Township and Gilmore will assume that they have permission to conduct this work on your property as described in this letter.

If the survey identifies any encroachments into this Township open space from your property, you will receive a follow up letter from the Township detailing these encroachments and asking that you contact the Township regarding these encroachments and their removal. Residents will be provided a reasonable amount of time to discuss and address any encroachments and their removal.

If you should have any questions or concerns regarding this letter or the planned survey, please contact [Insert Name] at New Britain Township at 215-822-1391 or mwalsh@newbritaintownship.org.

Sincerely,

Eileen M. Bradley
Township Manager

February 16, 2021

D. LINDSAY & MARY JA JARDINE
208 W FAIRWOOD DRIVE
CHALFONT, PA 18914

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As you may or may not know, a prior owner of your property allegedly entered into a license agreement with New Britain Township concerning the use and occupation of a portion of this open space. This letter is being sent to inform you that the Township is terminating this license agreement concerning your property as part of a policy to cancel all such license agreements throughout the Township. Therefore, the Township is notifying all owners of property involving these license agreements of its intention to not renew the term of such licenses and to terminate these licenses at the end of their respective current terms. The current term of the license agreement concerning your property ends on **DATE** and as such, it is terminated as of that date. Existing structures and other encroachments within the area of open space covered by this license may remain until the above-listed termination date; however, no new structures or new uses of this area will be permitted from this point forward.

In conjunction with the termination of these license agreements, the Township has asked its Engineer, Gilmore & Associates, to undertake a survey of this open space. Surveyors and engineers from Gilmore & Associates may need to access your property along this open space area to gather data for the project. The work will include a field survey on or near your property and may extend approximately five (5) feet into your property to obtain measurements of the existing property boundary. Once the date of this survey is scheduled, Gilmore will notify affected residents of this date. Unless we hear otherwise, the Township and Gilmore will assume that they have permission to conduct this work on your property as described in this letter.

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Sincerely,

Eileen M. Bradley
Township Manager

February 16, 2021

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208 W FAIRWOOD DRIVE
CHALFONT, PA 18914

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Sincerely,

Eileen M. Bradley
Township Manager

New Britain Township

207 Park Avenue
Chalfont, PA 18914

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

MEMORANDUM

TO: Board of Supervisors
FROM: Michael Walsh
DATE: February 19, 2021
RE: Upcoming Township Events

Below are the scheduled Township Events that staff is preparing for through July 30, 2021.

<u>Event</u>	<u>Date</u>	<u>Rain Date</u>
Blood Drive	March 17 th	N/A
Easter Bunny & Food Drive	March 20 th	March 27 th
Designer Bag Bingo	April 30 th	N/A
Shredding & E-recycling Event	May 1 st	N/A
Yard Waste	May 4 th -8 th	N/A
Tri-Municipal Parade	July 4 th	N/A

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

to Last

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

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type	
COMM	COMMONWEALTH OF PENNSYLVANIA									
		19002731	02/10/21	SURPLUS PROPERTY	Open	159.50	0.00			
DELA020	DEL VALL PROP & LIABILITY TRST									
		19002732	02/10/21	REFUND OF MONEY/CAR DAMAGE	Open	2,583.55	0.00			
DVHT010	DVHT									
		19002727	02/10/21	MEDICAL/RX/DENTAL INSURANCE	Open	50,276.92	0.00			
HOMED010	HOME DEPOT CREDIT SERVICES									
		19002730	02/10/21	PUBLIC WORKS SHOP SUPPLIES	Open	208.96	0.00			
ROADC005	Road-Con, Inc.									
		19002733	02/10/21	PAYMENT #14	Open	56,351.57	0.00			
STAND010	STANDARD INSURANCE COMPANY									
		19002728	02/10/21	LIFE/DISABILITY INSURANCE	Open	2,738.77	0.00			
UNIVE015	UNIVEST BANK									
		19002729	02/10/21	LOAN PAYMENT	Open	2,163.26	0.00			
Total Purchase Orders:		7	Total P.O. Line Items:		0	Total List Amount:		114,482.53	Total Void Amount:	0.00

**FEBRUARY 22, 2021
EXPENDITURES PREVIEW APPROVAL**

NBT BOARD OF SUPERVISORS

APPROVED BY THE BOARD OF SUPERVISORS

ATTEST: _____

DATE: _____

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

to Last

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

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ADTC0005	ADT COMMERCIAL								
		19002818	02/17/21	SECURITY SYSTEM	Open	991.26	0.00		
AQUA0010	AQUA PENNSYLVANIA								
		19002820	02/17/21	HYDRANT RENTALS	Open	893.27	0.00		
ASPHA010	ASPHALT CARE EQUIPMENT & SUPPL								
		19002815	02/17/21	PATCHING	Open	558.60	0.00		
ASSOC010	ASSOCIATED TRUCK PARTS								
		19002817	02/17/21	TRUCK PARTS	Open	329.34	0.00		
ATTMO010	AT&T MOBILITY								
		19002816	02/17/21	MOBILE PHONES	Open	412.01	0.00		
AUTOZ005	AutoZone, Inc.								
		19002819	02/17/21	PARTS	Open	268.42	0.00		
BCATO010	B.C.A.T.O.								
		19002812	02/17/21	2021 BCATO MEETING	Open	375.00	0.00		
BCRC0010	BCRC								
		19002814	02/17/21	2021 MEMBERSHIP FEE	Open	30.00	0.00		
BENSA005	BENSALEM TOWNSHIP POLICE DEPT.								
		19002813	02/17/21	DNA PROJECT MUNICIPAL ALLOCATI	Open	3,000.00	0.00		
BERGE010	BERGEY'S INC.								
		19002811	02/17/21	REPAIRS	Open	4,947.11	0.00		
BKSCO010	BKS COUNTY POLICE ASSOCIATION								
		19002749	02/17/21	DEPT RANGE MEMBERSHIP 2021	Open	1,000.00	0.00		
CRICH010	C. RICHARD MICHIE II								
		19002810	02/17/21	REIMBURSE/FIREARMS	Open	401.42	0.00		
NBTPE010	CASH/NBT PETTY CASH								
		14-00314	06/26/14	REIMBURSE NBT PETTY CASH	Open	10.00	0.00		
CHALF080	CHALFONT FIRE COMPANY								
		19002807	02/17/21	FIRE COMPANY STIPEND	Open	8,000.00	0.00		
CNBBA005	CNBBA								
		19002806	02/17/21	MEMBERSHIP DUES	Open	75.00	0.00		
COMCA010	COMCAST								
		19002805	02/17/21	CABLE	Open	822.69	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
COMM	COMMONWEALTH OF PENNSYLVANIA	19002803	02/17/21	LAW ENFORCEMENT	Open	150.00	0.00		
COMM010	COMMONWEALTH OF PENNSYLVANIA	19002804	02/17/21	1033 LAW ENFORCEMENT PROGRAM	Open	400.00	0.00		
COURT010	COURIER TIMES INC.	19002808	02/17/21	ADVERTISEMENTS	Open	980.10	0.00		
CRIME005	CRIMEWATCH TECHNOLOGIES, INC.	19002809	02/17/21	CRIME WATCH SUBSCRIPTION	Open	900.00	0.00		
DALE010	DALE L. RIMMER	19002799	02/17/21	12/17/20-2/7/21 SNOW REMOVAL	Open	3,950.00	0.00		
DANIE020	DANIEL L. BEARDSLEY LTD.	19002802	02/17/21	CAR REPAIRS	Open	67.00	0.00		
DOYLE030	DOYLESTOWN ELECTRIC	19002801	02/17/21	ELECTRIC SUPPLIES	Open	431.12	0.00		
DUNLA010	dunlapSLK	19002800	02/17/21	AUDIT/PAYROLL PREP	Open	1,950.00	0.00		
EAGLE020	EAGLE POINT GUN	19002798	02/17/21	FIREARMS	Open	3,846.29	0.00		
EASTE010	EASTERN AUTOPARTS WAREHO	19002795	02/17/21	AUTO/EQUIPMENT PARTS	Open	580.57	0.00		
EMANU010	EMANUEL TIRE OF PENNSYLVANIA I	19002797	02/17/21	WASTE TIRES DISPOSAL	Open	147.20	0.00		
ERIK005	ERIK & GWEN SIMS	19002796	02/17/21	ESCROW REFUND	Open	2,862.35	0.00		
FBINA030	FBI NATIONAL ACADEMY ASSOCIATE	19002794	02/17/21	MEMBERSHIP DUES/SCAFIDI	Open	95.00	0.00		
GESTE010	G.E. STEEL INC.	19002790	02/17/21	TAX REFUND/#23-005-048	Open	8.70	0.00		
GALLS010	GALLS, LLC	19002747	02/17/21	UNIFORM EXPENSES/POLICE	Open	993.53	0.00		
		19002791	02/17/21	POLICE	Open	847.84	0.00		
						1,841.37			
GARDE010	GARDEN STATE HIGHWAY PRODUCTS	19002787	02/17/21	STREET SIGNS	Open	669.99	0.00		
GEORG040	GEORGE ALLEN PORTABLE TOILETS	19002789	02/17/21	PORTABLE RESTROOMS/PARKS	Open	664.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
GEORG100	GEORGE'S TOOL RENTAL INC	19002788	02/17/21	MINI TRACK LOADER RENTAL	Open	227.35	0.00		
GLASG010	GLASGOW INC.	19002793	02/17/21	DEBRIS	Open	185.00	0.00		
GRAIN010	GRAINGER	19002792	02/17/21	POLICE OFFICE SUPPLIES	Open	89.24	0.00		
HABER010	H.A. BERKHEIMER INC.	19002785	02/17/21	EIT COMMISSION FEE	Open	9.70	0.00		
HILLT030	HILLTOWN TOWNSHIP	19002783	02/17/21	SHARED TRAFFIC SIGNALS	Open	405.12	0.00		
HPT	HPT SYSTEMS, INC.	19002784	02/17/21	ICLOUD BACKUP/POLICE DEPT	Open	377.40	0.00		
IACP	IACP	19002781	02/17/21	MEMBERSHIP DUES/SCAFIDI	Open	190.00	0.00		
JCEHR010	J. C. EHRlich CO, INC.	19002780	02/17/21	113 DOLLY LANE	Open	300.00	0.00		
JOSEP050	JOSEPH KARPOVICH	19002782	02/17/21	REIMBURSE/FIREARMS	Open	384.48	0.00		
KARLK005	KARL & KAREN BROSTIOUS	19002778	02/17/21	REFUND OF ESCROW	Open	1,883.70	0.00		
KENCO010	KENCO HYDRAULICS INC.	19002779	02/17/21	SUPPLIES FOR VEHICLES	Open	442.95	0.00		
KEYBU005	KEY BUSINESS SOLUTIONS	19002777	02/17/21	3/1-5/31/2021 LEASE/METER	Open	15.00	0.00		
EMGFA010	EMG FAMILY PRACTICE	19002776	02/17/21	PRE-EMPLOYMENT SCREENING	Open	310.00	0.00		
MACM1010	MACMILLAN OIL COMPANY	19002774	02/17/21	MOTOR & HYDRAULIC OIL	Open	1,022.50	0.00		
MICHA165	MICHAEL BAKER INTERNATIONAL	19002775	02/17/21	TASK 2/NESHAMINY TRAIL	Open	385.00	0.00		
MORT0005	MORTON SALT, INC.	19002773	02/17/21	SALT	Open	6,816.79	0.00		
NORTH050	NORTH PENN WATER AUTHORITY	19002770	02/17/21	WATER SERVICE	Open	149.04	0.00		
NORTH060	NORTH WALES WATER AUTHORITY	19002771	02/17/21	ANNUAL HYDRANT FEE	Open	11,900.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
NYCOC010	NYCO CORPORATION	19002772	02/17/21	PARTS FOR EQUIPMENT	Open	315.48	0.00		
OFFIC010	OFFICE BASICS INC.	19002769	02/17/21	ADMIN OFFICE SUPPLIES	Open	39.99	0.00		
PADUI010	PA DUI ASSOCIATION	19002766	02/17/21	MEMBERSHIP RENEWAL/SCAFIDI	Open	35.00	0.00		
PAPCO005	PAPCO	19002738	02/17/21	HEATING OIL/PUBLIC WORKS BLDG	Open	3,118.09	0.00		
PECOE020	PECO ENERGY-PAYMENT PROCESSING	19002736	02/17/21	ELECTRIC EXPENSE	Open	8,305.28	0.00		
PERKI010	PERKIOMEN PERFORMANCE INC.	19002768	02/17/21	PLOW REPAIRS	Open	443.00	0.00		
PFMS005	PFM SOLUTIONS LLC	19002748	02/17/21	SYNARIO YEARLY FEE	Open	5,000.00	0.00		
POLIC010	POLICE CHIEFS ASSOC. OF B	19002767	02/17/21	2021 DUES/SCAFIDI	Open	175.00	0.00		
POSTM020	POSTMASTER	19002786	02/17/21	SPRING 2021 NEWSLETTER	Open	1,228.05	0.00		
PSATS020	PSATS	19002750	02/17/21	PSATS 2021 MEMBERSHIP	Open	2,258.00	0.00		
READY005	READY REFRESH BY NESTLE	19002765	02/17/21	BOTTLED WATER	Open	222.62	0.00		
REPUB005	REPUBLIC SERVICES #320	19002763	02/17/21	TRASH REMOVAL	Open	772.92	0.00		
RHGPR005	RHG PROP LLC	19002764	02/17/21	TAX REFUND/#23-003-114	Open	62.89	0.00		
RIGHT010	RICHTER DRAFTING & OFFICE SUPP	19002761	02/17/21	POLICE OFFICE SUPPLIES	Open	191.19	0.00		
RIGGI010	RIGGINS INC.	19002737	02/17/21	FUEL	Open	6,577.82	0.00		
ROBER270	ROBERT E. LITTLE, INC.	19002762	02/17/21	PUBLIC WORKS	Open	791.17	0.00		
SGORM005	S. GORMAN CONTRACTING, LLC	19002757	02/17/21	2/1-2/7/2021 SNOW PLOWING	Open	4,500.00	0.00		
STAND020	STANDARD DIGITAL IMAGING	19002758	02/17/21	OVERAGE & CARTRIDGES	Open	537.48	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
STAND015	STANDARD DIGITAL LEASING	19002759	02/17/21	COPIER LEASES/ADMIN & POLICE	Open	1,233.74	0.00		
SUPER015	SUPER SEER CORPORATION	19002760	02/17/21	LASER BEAM PROTECTION KIT	Open	167.00	0.00		
TDAME010	TD AMERITRADE INSTITUTIONAL	14-00310	06/26/14	EMPLOYEE CONTRIBUTIONS	Open	8,233.63	0.00		
		15-00225	03/03/15	EMPLOYEE CONTRIBUTIONS/FEB '15	Open	8,119.67	0.00		
		17-00291	03/15/17	PENSION CONTRIBUTIONS	Open	9,709.35	0.00		
		18-00518	05/01/18	EMPLOYEE PENSION CONTRIBUTIONS	Open	9,169.24	0.00		
		18-01064	10/02/18	EMPLOYEE PENSION CONTRIBUTIONS	Open	13,587.43	0.00		
		19001264	11/25/19	NOV 2019 EMPLOYEE PENSION	Open	11,750.04	0.00		
						60,569.36			
THOMA080	THOMAS DONNELLY	19002754	02/17/21	2/1-2/11/2021 SNOW PLOWING	Open	1,400.00	0.00		
THOMA090	THOMAS J. WALSH III, ESQ.	19002751	02/17/21	ZONING LEGAL EXPENSES	Open	8,864.00	0.00		
THOMP010	THOMPSON NETWORKS	19002755	02/17/21	MONTHLY HELP DESK SERVICES	Open	1,289.00	0.00		
TILLE010	TILLEY FIRE SOLUTIONS	19002756	02/17/21	SPRINKLER & BACKFLOW INSPECT	Open	600.00	0.00		
TOOLE005	TOOL & EQUIPMENT SOLUTIONS	19002753	02/17/21	LIFT INSPECTION/PUBLIC WORKS	Open	250.00	0.00		
TUSTI005	TUSTIN WATER SOLUTIONS	19002752	02/17/21	WATER TREATMENT MAINT AGREEMNT	Open	256.00	0.00		
UNITE010	UNITED INSPECTION AGENCY INC.	19002744	02/17/21	OUTSIDE INSPECTIONS PERFORMED	Open	980.00	0.00		
VERIZ010	VERIZON	19002740	02/17/21	FIOS INTERNET	Open	306.17	0.00		
VERIZ050	VERIZON WIRELESS	19002739	02/17/21	POLICE/WIRELESS COMMUNICATIONS	Open	1,313.78	0.00		
WILLI030	WILLIE CLEMMER	19002741	02/17/21	1/31-2/11/2021 SNOW PLOWING	Open	2,600.00	0.00		
WISME010	WISMER AUTO INTERIORS	19002746	02/17/21	POLICE 48-07 REPAIRS	Open	550.00	0.00		
WITME010	WITMER PUBLIC SAFETY GROUP, INC	19002745	02/17/21	UNIFORM EXPENSES/POLICE DEPT	Open	399.96	0.00		
WORKP005	WORKPLACE CENTRAL	19002742	02/17/21	ADMIN OFFICE SUPPLIES	Open	120.86	0.00		

VOIDED

February 17, 2021
03:45 PM

NEW BRITAIN TOWNSHIP
Outstanding Purchase Order Listing By Vendor Name

Page No: 6

Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date	Description				
YCGIN005	YCG, INC.					
19002743	02/17/21	2021 CALIBRATION AGREEMENT	Open	2,415.75	0.00	

Total Purchase Orders: 92 Total P.O. Line Items: 0 Total List Amount: ~~184,640.68~~ Total Void Amount: 0.00

\$ 124,061.32

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND:	0-01	0.00	10.00	0.00	10.00
GENERAL FUND:	1-01	116,368.70	0.00	0.00	116,368.70
STREET LIGHTING FUND:	1-02	1,541.53	0.00	0.00	1,541.53
LAND PRESERVATION FUND:	1-04	50.76	0.00	0.00	50.76
PARKS & RECREATION FUND:	1-07	1,354.28	0.00	0.00	1,354.28
ESCROW:	1-90	4,746.05	0.00	0.00	4,746.05
Year Total:		124,061.32	0.00	0.00	124,061.32
	X-01	60,569.36	0.00	0.00	60,569.36
Total of All Funds:		184,630.68	10.00	0.00	184,640.68

**FEBRUARY 22, 2021
EXPENDITURES PREVIEW APPROVAL**

NBT BOARD OF SUPERVISORS

APPROVED BY THE BOARD OF SUPERVISORS

ATTEST: _____

DATE: _____

Range of Checking Accts: First to Last Range of Check Dates: 02/23/21 to 02/23/21
 Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num Acct
01-GENERAL		GENERAL FUND CHECKING						
11321	02/23/21	CHASE005 CHASE						690
19002821	1	PRINCIPAL PAYMENT	288,000.00	20-401-050	Expenditure		1	1
				BRIDGE LOAN PRINCIPAL				
19002821	2	INTEREST PAYMENT	24,713.65	20-401-100	Expenditure		2	1
				BRIDGE LOAN INTEREST				
			<u>312,713.65</u>					

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	312,713.65	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>1</u>	<u>0</u>	<u>312,713.65</u>	<u>0.00</u>

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	312,713.65	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>1</u>	<u>0</u>	<u>312,713.65</u>	<u>0.00</u>

**FEBRUARY 22, 2021
EXPENDITURES PREVIEW APPROVAL**

NBT BOARD OF SUPERVISORS

APPROVED BY THE BOARD OF SUPERVISORS

ATTEST: _____

DATE: _____