



New Britain Township Board of Supervisors

Business Meeting

Monday, May 16, 2022

6:00 p.m. Executive Session

7:00 p.m. Regular Meeting

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Chair Comments**
 - A. Executive Session**
- 4. Public Comment**
- 5. Presentation**
 - A. Free Little Library at Veterans Park**
- 6. Action Items**
 - A. Motion to approve meeting minutes of the Board of Supervisors meeting**
 - B. Motion to approve schedule of bills**
 - C. Motion to approve consent agenda**
 - i. Provco Pinegood Chalfont LLC has executed Escrow Release #8 for the Wawa on West Butler Avenue and County Line Road for \$118,295.34, leaving \$115,572.14 remaining for the 18-month maintenance period.**
 - ii. J.G. Petrucci Company, Inc. has executed a Professional Services Agreement for 100 Manor Drive, TMP #26-005-049-013, with corresponding legal and engineering escrow of \$5,000.00.**
 - iii. Foxlane Homes at New Britain, LLC has executed Escrow Release #1 for the Elaines Lane Subdivision for \$176,222.52, leaving \$82,859.03 remaining.**
 - iv. Caleb & Anne Frankel and Joseph & Mary McGinley have executed a Professional Services Agreement for 267 Creek Road & 283 Creek Road, TMP #26-011-024 & 26-011-026, with corresponding legal and engineering escrow of \$5,000.00.**
 - v. 180 New Britain Boulevard has executed a Professional Services Agreement for 180 New Britain Boulevard, TMP #26-001-100, with corresponding legal and engineering escrow of \$25,000.00.**
 - D. Motion to authorize bid process for demo of Coleman Property structures**

- E. Motion to approve the closing of roads for July 4th parade
- F. Motion to approve settlement RE: Mortimer vs. NBT ZHB
- G. Motion to approve recommendation of color for fence and pump house
- H. Motion to approve Free Little Library at Veterans Park
- I. Motion to hire Brian Williams as a Laborer/Operator/Truck Driver in the Public Works Department, as of May 16, 2022.
- J. Motion to approve Agreement of Sale for the Gilmore Tract

7. Information Items

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

8. Adjournment

*The Next Meeting of the Board of Supervisors of New Britain Township will take place on **Monday, June 6, 2022, 7:00 p.m.** at the New Britain Township Building, 207 Park Avenue, Chalfont, PA. Agenda and meeting materials are posted to the Township website prior to the meeting date at www.newbritaintownship.org.*



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

BOARD MOTION

Date: May 16, 2022

I MOVE THAT: The Board approve the minutes of the April 18, 2022 Business Meeting of the New Britain Township Board of Supervisors.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: April 18, 2022

I MOVE THAT: The Board approve the Schedule of Bills dated April 22, 2022, April 22, 2022 (medical reimbursements), April 29, 2022, May 5, 2022 and May 5, 2022 (medical reimbursements, in the amount of \$434,924.56, and authorize the Township Manager to pay all bills, per the attachment.

Presented By: _____

Seconded By: _____

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

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

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
AQUAP010	AQUA PENNSYLVANIA	22000302	04/01/22	FIRE HYDRANT RENTAL	Open	127.80	0.00		
ARMOU010	ARMOUR & SONS ELECTRIC I	22000317	04/01/22	TRAFFIC SIGNAL REPAIR	Open	172.50	0.00		
		22000326	04/07/22	TRAFFIC SIGNAL REPAIR	Open	868.05	0.00		
						1,040.55			
ARTHU010	ARTHUR J. GALLAGHER RISK MGMT	22000344	04/18/22	22/23 CRIME RENEWAL	Open	7,206.00	0.00		
ASSOC010	ASSOCIATED TRUCK PARTS	22000333	04/12/22	VEHICLE PARTS	Open	83.88	0.00		
BEGLE005	BEGLEY CARLIN & MANDIO LLP	22000353	04/05/22	LEGAL EXPENSES	Open	8,956.75	0.00		
BERGE010	BERGEY'S INC.	22000311	04/04/22	PARTS/REPAIRS	Open	934.70	0.00		
		22000332	04/13/22	PARTS/REPAIRS	Open	332.92	0.00		
						1,267.62			
NBTPE010	CASH/NBT PETTY CASH	22000335	04/19/22	HIS & HER BINGO PETTY CASH	Open	500.00	0.00		
		22000336	04/18/22	REIMBURSE PETTY CASH	Open	100.00	0.00		
						600.00			
COLON005	Colonial Oil Industries, Inc.	22000321	04/07/22	OFF ROAD DIESEL	Open	762.69	0.00		
COMCA010	COMCAST	22000307	04/06/22	CABLE/INTERNET	Open	513.40	0.00		
		22000329	04/09/22	CABLE/INTERNET	Open	274.23	0.00		
						787.63			
COSTC010	COSTCO WHOLESALE MEMBERSH	22000337	04/06/22	SUPPLIES	Open	176.25	0.00		
COURI010	COURIER TIMES INC.	22000345	04/01/22	ADVERTISING	Open	4,513.95	0.00		
DAVID150	DAVID & MELANIE LABROZZI	22000331	04/11/22	REFUND OF ESCROW	Open	10,000.00	0.00		
DOUGR010	DOUG RADYNSKY	22000323	04/14/22	MAR 2022 SNOW REMOVAL	Open	400.00	0.00		
DSIME010	DSI MEDICAL SERVICES INC.	22000314	04/01/22	TESTING - DOT MRO BUNDLED	Open	54.09	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
DUNLA010	dunlapSLK	22000319	04/11/22	AUDIT / PAYROLL PREP	Open	12,325.00	0.00		
DVHIT010	DVHT	22000309	04/01/22	HEALTH INSURANCE	Open	64,260.43	0.00		
FINCH010	FINCH TURF INC.	22000338	04/01/22	PARTS	Open	133.20	0.00		
GEORG040	GEORGE ALLEN PORTABLE TOILETS	22000342	04/15/22	PORTABLE TOILETS/PARKS	Open	664.00	0.00		
GILMO010	GILMORE & ASSOCIATES INC.	22000352	04/22/22	ENGINEERING EXPENSES	Open	50,910.18	0.00		
GRIMB010	GRIM BIEHN & THATCHER	22000351	04/22/22	LEGAL EXPENSES	Open	9,299.00	0.00		
HEFFE015	HEFFERNAN INSURANCE BROKERS	22000350	04/21/22	2022 BOND RENEWAL - M. WEST	Open	825.00	0.00		
HPT	HPT SYSTEMS, INC.	22000320	04/01/22	MONTHLY CLOUD BACKUP - Q1 2022	Open	244.84	0.00		
INTERCO	Intercounty Investigations	22000349	04/21/22	BACKGROUND INVESTIGATIONS	Open	990.00	0.00		
INTER070	INTERNATIONAL CODE COUNCIL INC	22000306	04/01/22	ICC A117.1-2017 ACCESSIBLE	Open	39.95	0.00		
MARIA015	MARIA CLANCY	22000322	04/13/22	MILEAGE REIMBURSEMENT	Open	51.58	0.00		
MUNIL005	MUNILOGIC	22000341	04/15/22	MONTHLY HOSTING FEE	Open	265.00	0.00		
NICOL005	NICOLE PERCETTI, TAX COLLECTOR	22000308	04/01/22	26-011-015	Open	531.41	0.00		
PAPCO005	PAPCO	22000334	04/11/22	PUBLIC WORKS DIESEL	Open	1,193.43	0.00		
		22000347	04/14/22	PUBLIC WORKS FUEL	Open	1,017.42	0.00		
						<u>2,210.85</u>			
PARRE005	PAR RECYCLE WORKS	22000318	04/12/22	E-WASTE & SHREDDING EVENT	Open	2,610.00	0.00		
PECOE020	PECO ENERGY-PAYMENT PROCESSING	22000303	04/07/22	ELECTRIC	Open	51.36	0.00		
		22000328	04/12/22	ELECTRIC	Open	479.13	0.00		
						<u>530.49</u>			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
PLAST010	PLASTERER EQUIPMENT CO, INC.	22000348	04/18/22	BACKHOE REPAIR	Open	40.06	0.00		
RBCUS005	RB CUSTOM HOMES LLC	22000330	04/14/22	REFUND OF ESCROW	Open	4,120.28	0.00		
READY005	READY REFRESH BY NESTLE	22000304	04/06/22	BOTTLED WATER	Open	16.97	0.00		
RIGHT010	RICHTER DRAFTING & OFFICE SUPP	22000310	04/01/22	OFFICE SUPPLIES	Open	124.84	0.00		
ROBER070	ROBERT D. SKELTON	22000313	04/18/22	2022 BOOT ALLOWANCE	Open	149.95	0.00		
SOSME005	SOSMETAL PRODUCTS INC.	22000316	04/07/22	SHOP SUPPLIES	Open	102.70	0.00		
STAND010	STANDARD INSURANCE COMPANY	22000325	04/14/22	LIFE/DISABILITY INSURANCE	Open	3,049.78	0.00		
SUSAN035	SUSAN GELB	22000315	04/18/22	2022 BINGO REIMBURSEMENT	Open	220.35	0.00		
UNITE010	UNITED INSPECTION AGENCY INC.	22000324	04/06/22	OUTSIDE INSPECTIONS	Open	910.00	0.00		
		22000343	04/13/22	OUTSIDE INSPECTIONS	Open	125.00	0.00		
						1,035.00			
VERIZ010	VERIZON	22000305	04/05/22	POLICE INTERNET	Open	160.58	0.00		
		22000327	04/12/22	FIOS SERVICES/EQUIP	Open	22.30	0.00		
						182.88			
WITME010	WITMER PUBLIC SAFETY GROUP, INC	22000312	04/01/22	PB-VIS2-AXBIIIA-CUST	Open	944.70	0.00		
Total Purchase Orders:		49	Total P.O. Line Items:		0	Total List Amount:	191,855.65	Total Void Amount:	0.00

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

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

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ADTC0005 ADT COMMERCIAL									
		22000356	04/10/22	SECURITY SYSTEM	Open	300.34	0.00		
ARMOU010 ARMOUR & SONS ELECTRIC I									
		22000362	04/19/22	TRAFFIC SIGNAL REPAIR	Open	580.89	0.00		
ATTMO010 AT&T MOBILITY									
		22000357	04/13/22	MOBILE PHONE SERVICE	Open	375.19	0.00		
BERGE010 BERGEY'S INC.									
		22000360	04/18/22	PARTS/REPAIRS	Open	41.86	0.00		
BILLM010 BILL MITCHELL'S AUTO SERVICE I									
		22000359	04/19/22	EMISSION INSPECTION 48-03	Open	39.57	0.00		
CENTRO20 CENTRAL BUCKS AMBULANCE									
		22000365	04/28/22	1ST QUARTER 2022 DISTRIBUTION	Open	540.00	0.00		
		22000371	04/29/22	LST DISTRIBUTION	Open	<u>3,600.00</u>	0.00		
						4,140.00			
CHAL-030 CHAL-BRIT REGIONAL EMS									
		22000364	04/28/22	1ST QUARTER 2022 DISTRIBUTION	Open	8,460.00	0.00		
		22000370	04/29/22	LST DISTRIBUTION	Open	<u>56,400.00</u>	0.00		
						64,860.00			
CHALF080 CHALFONT FIRE COMPANY									
		22000366	04/28/22	1ST QUARTER 2022 DISTRIBUTION	Open	20,240.00	0.00		
		22000372	04/29/22	LST DISTRIBUTION	Open	<u>52,800.00</u>	0.00		
						73,040.00			
DOYLE060 DOYLESTOWN FIRE COMPANY									
		22000369	04/28/22	1ST QUARTER 2022 DISTRIBUTION	Open	460.00	0.00		
		22000375	04/29/22	LST DISTRIBUTION	Open	<u>1,200.00</u>	0.00		
						1,660.00			
DUBLI010 DUBLIN FIRE COMPANY									
		22000368	04/28/22	1ST QUARTER 2022 DISTRIBUTION	Open	920.00	0.00		
		22000374	04/29/22	LST DISTRIBUTION	Open	<u>2,400.00</u>	0.00		
						3,320.00			
GALLS010 GALLS, LLC									
		22000383	04/06/22	UNIFORM	Open	410.54	0.00		
HILLT020 HILLTOWN FIRE COMPANY									
		22000367	04/28/22	1ST QUARTER 2022 DISTRIBUTION	Open	1,380.00	0.00		
		22000373	04/29/22	LST DISTRIBUTION	Open	<u>3,600.00</u>	0.00		
						4,980.00			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
JCMA005	JCM MACHINERY INC	22000355	04/26/22	PERMIT REFUND	Open	40.00	0.00		
KIMG005	KIM GOODWIN	22000377	04/25/22	MILEAGE REIMBURSEMENT	Open	71.68	0.00		
MARKS010	MARK S. DUNCAN JR.	22000382	04/27/22	UNIFORM ALTERATIONS	Open	192.00	0.00		
NORTH050	NORTH PENN WATER AUTHORIT	22000379	04/20/22	WATER	Open	172.65	0.00		
PECOE020	PECO ENERGY-PAYMENT PROCESSING	22000358	04/21/22	ELECTRIC	Open	2,447.57	0.00		
REPU005	REPUBLIC SERVICES #320	22000363	04/15/22	TRASH SERVICES	Open	1,112.87	0.00		
RICT010	RICHTER DRAFTING & OFFICE SUPP	22000381	04/20/22	MOBILE SHRED	Open	170.00	0.00		
STAND015	STANDARD DIGITAL LEASING	22000380	04/23/22	ADMIN COPIER	Open	489.02	0.00		
TDAME010	TD AMERITRADE INSTITUTIONAL	22000354	04/27/22	EMPLOYEE PENSION CONTRIBUTIONS	Open	10,728.38	0.00		
THOMP010	THOMPSON NETWORKS	22000361	04/24/22	MONTHLY HELP DESK SERVICES	Open	1,335.00	0.00		
UNITE010	UNITED INSPECTION AGENCY INC.	22000378	04/20/22	OUTSIDE INSPECTIONS	Open	200.00	0.00		
VERIZ050	VERIZON WIRELESS	22000376	04/19/22	POLICE WIRELESS SERVICE	Open	606.13	0.00		

Total Purchase Orders: 30 Total P.O. Line Items: 0 Total List Amount: 171,313.69 Total Void Amount: 0.00

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

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

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ASPIR005	ASPIRANT CONSULTING GROUP LLC	22000391	05/01/22	POLICY DEV AND ACCRED	Open	2,908.33	0.00		
COMCA010	COMCAST	22000389	04/24/22	CABLE/INTERNET	Open	18.04	0.00		
GILMO010	GILMORE & ASSOCIATES INC.	22000394	05/05/22	ENGINEERING EXPENSES	Open	57,476.92	0.00		
MALWA005	MALWAREBYTES	22000385	04/10/22	ANNUAL LICENSE FEE	Open	2,113.32	0.00		
MONTG040	MONTGOMERY TOWNSHIP	22000392	04/22/22	SHARED TRAFFIC SIGNAL COSTS	Open	679.77	0.00		
PAPCO005	PAPCO	22000386	04/20/22	FUEL	Open	4,044.81	0.00		
PECOE020	PECO ENERGY-PAYMENT PROCESSING	22000390	04/26/22	ELECTRIC	Open	184.15	0.00		
SELEX005	SELEX ES, INC.	22000384	04/01/22	ANNUAL SUPPORT/UPGRADES	Open	995.00	0.00		
STAPL015	STAPLES	22000393	04/01/22	PH1014902	Open	35.16	0.00		
UNITE010	UNITED INSPECTION AGENCY INC.	22000388	04/27/22	OUTSIDE INSPECTIONS	Open	1,000.00	0.00		
VERIZ050	VERIZON WIRELESS	22000387	04/23/22	POLICE WIRELESS SERVICE	Open	25.02	0.00		
WITME010	WITMER PUBLIC SAFETY GROUP, INC	22000395	04/25/22	UNIFORM	Open	164.39	0.00		

Total Purchase Orders: 12 Total P.O. Line Items: 0 Total List Amount: 69,644.91 Total Void Amount: 0.00

**EXPENDITURES PREVIEW
APPROVAL**

NBT BOARD OF SUPERVISORS

**APPROVED BY THE BOARD OF
SUPERVISORS**

Attest: _____

Date: _____



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

BOARD MOTION

Date: May 16, 2022

I MOVE THAT: The Board approve all items on the consent agenda, dated May 16, 2022, per the attachment.

Presented By: _____

Seconded By: _____

Consent Agenda Items for the Next Meeting (05/16/2022)

1. Provco Pinegood Chalfont LLC has executed Escrow Release #8 for the Wawa on West Butler Avenue and County Line Road for \$118,295.34, leaving \$115,572.14 remaining for the 18-month maintenance period.
2. J.G. Petrucci Company, Inc. has executed a Professional Services Agreement for 100 Manor Drive, TMP #26-005-049-013, with corresponding legal and engineering escrow of \$5,000.00.
3. Foxlane Homes at New Britain, LLC has executed Escrow Release #1 for the Elaines Lane Subdivision for \$176,222.52, leaving \$82,859.03 remaining.
4. Caleb & Anne Frankel and Joseph & Mary McGinley have executed a Professional Services Agreement for 267 Creek Road & 283 Creek Road, TMP #26-011-024 & 26-011-026, with corresponding legal and engineering escrow of \$5,000.00.
5. 180 New Britain Boulevard has executed a Professional Services Agreement for 180 New Britain Boulevard, TMP #26-001-100, with corresponding legal and engineering escrow of \$25,000.00.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

April 20, 2022

File No. 17-11069

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

Reference: Provco Pinegood Chalfont, LLC., Escrow Release #8
525/527 West Butler Avenue, TMP #'s: 26-006-101-004/005/006

Dear Matt:

As requested by the Applicant and in accordance with the conditions set forth in the Development and Financial Security Agreements, we have prepared Certificate of Completion #8 in the amount of \$118,295.34 for execution of an officer of Provco Pinegood Chalfont, LLC, which has been signed and can be considered at the Board of Supervisors' next public meeting.

We recommend the release of the funds as delineated on the attached breakdown and which equal One Hundred Eighteen Thousand Two Hundred Ninety-Five Dollars and Thirty-Four Cents (\$118,295.34) to Provco Pinegood, Chalfont LLC.

The total remaining escrow amount is \$115,572.14 in the Letter of Credit which shall serve as the 18-month maintenance amount. The Applicant may also post a separate Maintenance Bond in the amount of \$115,572.14 in a form approved by the Township Solicitor prior to reducing the Letter of Credit. Once the as-built plan items of our March 2, 2022, letter are completed to the Township's satisfaction, we will recommend commencement of the Maintenance Period.

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

Sincerely,

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

JM/tw

Enclosures: as referenced

cc: Michael Walsh, Assistant Manager
Ryan Gehman, Assistant Planning and Zoning Officer
Jeffrey P. Garton, Esquire, Begley, Carlin and Mandio, LLP
Richard Rycharski, PH&C, LLC
Craig D. Kennard, P.E., Chief Operating Officer, Gilmore & Associates, Inc.
Jerry O'Donnell, Gilmore & Associates, Inc.



**CERTIFICATE OF COMPLETION NO. 8 – Reduce to 18-Month Maintenance Amount
PROVCO PINEGOOD CHALFONT, LLC
NEW BRITAIN TOWNSHIP**

Original Financial Security: \$ 642,067.44 (Total Construction)
 \$ 64,206.74 (Total Contingency)
 \$ 64,206.74 (Total Eng/Insp/Legal)
 \$ 770,480.92 (Total Escrow Posted)

We, the undersigned, hereby certify that the work provided for a certain Agreement between New Britain Township and Provco Pinegood Chalfont, LLC. Dated March 16, 2020, relative to the construction and installation of certain improvements to the Wawa in Chalfont site have been completed to the extent of One Hundred Eighteen Thousand Two Hundred Ninety-Five Dollars and Thirty-Four Cents (\$118,295.34). This certificate authorizes the Financial Security be reduced to the extent of **\$118,295.34** held by Firstrust Bank pursuant to the Financial Security Agreement between the Township, the Bank, and Provco Pinegood Chalfont, LLC.

This draft is drawn upon the above stated security account and no other account which may be applicable to this project or in which Provco Pinegood Chalfont, LLC may have an interest. It is payable in an amount not to exceed \$118,295.34 to Provco Pinegood Chalfont, LLC or such other persons or parties as they shall designate.


ESCROW SUMMARY

Total Financial Security:	\$ 770,480.92
Amount of Previous Releases:	\$ 536,613.44
Amount of this Request:	\$ 118,295.34
Amount of Construction Available:	\$ 0.00
Total Escrow Remaining (18-Month Maintenance Amt):	\$ 115,572.14

NEW BRITAIN TOWNSHIP ENGINEER:

 4/13/2022
Date
Janene Marchand, P.E.
Gilmore & Associates, Inc
Township Engineers

DESIGNATED DRAFT RECIPIENT:

Name (print) Rich Rycharski
Title PH&C, LLC, Construction Manager
Signature 

NEW BRITAIN TOWNSHIP MANAGER:

Matthew West, Township Manager



ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Wawa - W. Butler Ave.	TOTAL CONSTRUCTION:	\$642,067.44	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$169,660.74
PROJECT NO.:	17-11069	TOTAL CONSTRUCTION CONTINGENCY (10%):	\$ 64,206.74	RETAINAGE THIS RELEASE:	\$ 51,365.40
PROJECT OWNER:	Provco Pinegood Chalfont, LLC	TOTAL ENG/INSP/LEGAL:	\$ 64,206.74	RETAINAGE RELEASED THIS PERIOD:	\$ -
		TOTAL ESCROW POSTED:	\$770,480.92	CONST. CONTINGENCY RELEASED THIS PERIOD:	\$ -
MUNICIPALITY:	New Britain Township			ENG/INSP/LGL RELEASED THIS PERIOD:	\$ -
ESCROW AGENT:	Firstrust Bank			AMOUNT OF THIS RELEASE:	\$ 118,295.34
TYPE OF SECURITY:	Letter of Credit				
AGREEMENT DATE:	March 16, 2020			TOTAL ESCROW RELEASED TO DATE:	\$ 654,908.78
				TOTAL ESCROW REMAINING:	\$ 115,572.14
				TOTAL CONSTRUCTION CONTINGENCY (Reduced to 5%):	\$ 32,103.37
		RELEASE NO.:	8 (Reduce to 18-Mo)	TOTAL ENG/INSP/LGL (Reduced to 50%):	\$ 32,103.37
		RELEASE DATE:	April 13, 2022	TOTAL RETAINAGE TO DATE:	\$ 51,365.40
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 9
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
I. CLEARING											
1. Remove Trees	LS	1	\$10,000.00	\$10,000.00			1	\$10,000.00			
2. Remove Building	LS	1	\$20,000.00	\$20,000.00			1	\$20,000.00			
3. Remove Pavement	SY	2,508	\$3.00	\$7,524.00			2508	\$7,524.00			
4. Remove Concrete	SF	1,130	\$0.75	\$847.50			1130	\$847.50			
5. Well Removal	EA	2	\$500.00	\$1,000.00			2	\$1,000.00			
II. EROSION & SEDIMENT CONTROLS											
1. Construction Entrance	EA	2	\$3,500.00	\$7,000.00			2	\$7,000.00			
2. 12" Silt Soxx	LF	1,163	\$4.25	\$4,942.75			1163	\$4,942.75			
3. 18" Silt Soxx	LF	348	\$7.50	\$2,610.00			348	\$2,610.00			
4. 32" Silt Soxx	LF	425	\$11.33	\$4,815.25			425	\$4,815.25			
5. Tree Protection Fence	LF	564	\$2.25	\$1,269.00			564	\$1,269.00			
6. Stabilize Topsoil Stockpile	LS	1	\$1,500.00	\$1,500.00			1	\$1,500.00			
7. Erosion Control Matting - SC150	SF	23,549	\$0.21	\$4,945.29	23549	\$4,945.29	23549	\$4,945.29			
8. Inlet Capping	EA	10	\$150.00	\$1,500.00			10	\$1,500.00			
9. Concrete Washout	EA	1	\$3,500.00	\$3,500.00			1	\$3,500.00			
10. Temporary Seeding	SF	69,696	\$0.03	\$2,090.88	34,848	\$1,045.44	69696	\$2,090.88			
11. Permanent Seeding	SF	69,696	\$0.07	\$4,878.72	69696	\$4,878.72	69696	\$4,878.72			
12. Topsoil Stockpiling	LS	1	\$1,500.00	\$1,500.00			1	\$1,500.00			
13. Pumped Water Filter Bag	EA	1	\$500.00	\$500.00			1	\$500.00			
14. Dust Control and Street Maintenance	LS	1	\$5,000.00	\$5,000.00			1	\$5,000.00			
15. E&S Maintenance and Removal	LS	1	\$3,000.00	\$3,000.00	1	\$3,000.00	1	\$3,000.00			
III. EARTHWORK											
1. Strip Topsoil	CY	3,540	\$2.50	\$8,850.00			3540	\$8,850.00			
2. Respread Topsoil	CY	3,540	\$2.50	\$8,850.00			3540	\$8,850.00			
IV. STORMWATER											
Rain Garden											
1. Excavation	CY	3,945	\$3.00	\$11,835.00			3945	\$11,835.00			
2. Basin Bottom Seeding	SF	2,760	\$0.25	\$690.00	2760	\$690.00	2760	\$690.00			
3. Underdrain (4" Perforated)	LF	86	\$10.00	\$860.00	86	\$860.00	86	\$860.00			
4. Underdrain (6" Perforated)	LF	156	\$11.00	\$1,716.00			156	\$1,716.00			
5. Outlet Structure (Type M Inlet)	EA	2	\$2,500.00	\$5,000.00			2	\$5,000.00			



ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Wawa - W. Butler Ave.	TOTAL CONSTRUCTION:	\$642,067.44	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$169,660.74
PROJECT NO.:	17-11069	TOTAL CONSTRUCTION CONTINGENCY (10%):	\$ 64,206.74	RETAINAGE THIS RELEASE:	\$ 51,365.40
PROJECT OWNER:	Provoco Pinegood Chalfont, LLC	TOTAL ENG/INSP/LEGAL:	\$ 64,206.74	RETAINAGE RELEASED THIS PERIOD:	\$ -
		TOTAL ESCROW POSTED:	\$770,480.92	CONST. CONTINGENCY RELEASED THIS PERIOD:	\$ -
MUNICIPALITY:	New Britain Township			ENG/INSP/LGL RELEASED THIS PERIOD:	\$ -
ESCROW AGENT:	Firstrust Bank			AMOUNT OF THIS RELEASE:	\$ 118,295.34
TYPE OF SECURITY:	Letter of Credit				
AGREEMENT DATE:	March 16, 2020			TOTAL ESCROW RELEASED TO DATE:	\$ 654,908.78
				TOTAL ESCROW REMAINING:	\$ 115,572.14
		RELEASE NO.:	8 (Reduce to 18-Mo)	TOTAL CONSTRUCTION CONTINGENCY (Reduced to 5%):	\$ 32,103.37
		RELEASE DATE:	April 13, 2022	TOTAL ENG/INSP/LGL (Reduced to 50%):	\$ 32,103.37
				TOTAL RETAINAGE TO DATE:	\$ 51,365.40
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 9
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
V. STORMWATER AND STORM SEWER											
1. 4" HDPE	LF	109	\$ 10.00	\$ 1,090.00	109	\$1,090.00	109	\$1,090.00			
2. 6" HDPE	LF	179	\$ 11.00	\$ 1,969.00	179	\$1,969.00	179	\$1,969.00			
3. 15" HDPE	LF	207	\$ 33.75	\$ 6,986.25			207	\$6,986.25			
4. 18" HDPE	LF	354	\$ 33.75	\$ 11,947.50			354	\$11,947.50			
5. 18" RCP	LF	81	\$ 34.00	\$ 2,754.00			81	\$2,754.00			
6. 12" Flared End Section	LF	1	\$ 600.00	\$ 600.00			1	\$600.00			
7. 18" Flared End Section	LF	2	\$ 800.00	\$ 1,600.00			2	\$1,600.00			
8. 15" Concrete Headwall/Endwall	EA	1	\$ 1,250.00	\$ 1,250.00			1	\$1,250.00			
9. 18" Concrete Headwall/Endwall	EA	3	\$ 1,300.00	\$ 3,900.00			3	\$3,900.00			
10. Storm Manhole	EA	3	\$ 2,500.00	\$ 7,500.00			3	\$7,500.00			
11. Type "C" Inlet	EA	10	\$ 1,500.00	\$ 15,000.00			10	\$15,000.00			
12. Rip Rap Apron	SY	58	\$ 60.00	\$ 3,480.00			58	\$3,480.00			
13. Fabco Inlet Filter Insert	EA	4	\$ 1,500.00	\$ 6,000.00	4	\$6,000.00	4	\$6,000.00			
14. Cleanout	EA	18	\$ 300.00	\$ 5,400.00	8	\$2,400.00	18	\$5,400.00			
15. StormTech UG Basin	LS	1	\$ 100,000.00	\$ 100,000.00			1	\$100,000.00			
16. Stone, Planting Soil, Geotextile	LS	1	\$ 50,000.00	\$ 50,000.00	1	\$50,000.00	1	\$50,000.00			
VI. CONCRETE											
1. 8" Concrete Curb w/4" Stone Base	LF	915	\$ 15.00	\$ 13,725.00			915	\$13,725.00			
2. 4' Concrete Sidewalk	SF	3,228	\$ 6.00	\$ 19,368.00			3228	\$19,368.00			
3. Handicap Ramps	EA	5	\$ 2,500.00	\$ 12,500.00			5	\$12,500.00			
4. Concrete Monuments	EA	3	\$ 250.00	\$ 750.00	3	\$750.00	3	\$750.00			
VII. PAVING											
1. Fine Grade and Compact Subgrade	SY	2,108	\$ 1.00	\$ 2,108.00			2108	\$2,108.00			
2. 6" 2A Modified Stone	SY	2,108	\$ 15.00	\$ 31,620.00			2108	\$31,620.00			
3. 4" 25mm Base Course	SY	2,108	\$ 20.00	\$ 42,160.00			2108	\$42,160.00			
5. Sweep and Tack Coat	SY	2,108	\$ 1.00	\$ 2,108.00			2108	\$2,108.00			
6. 1 1/2" 9.5mm Wearing Course	SY	1,914	\$ 15.00	\$ 28,710.00			1914	\$28,710.00			
7. Curb and Joint Seal	LS	1	\$ 600.00	\$ 600.00			1	\$600.00			
8. Painted Striping	LS	1	\$ 1,000.00	\$ 1,000.00			1	\$1,000.00			
9. Painted Legends	EA	1	\$ 100.00	\$ 100.00	1	\$100.00	1	\$100.00			
10. Painted Handicapped Symbols	EA	3	\$ 125.00	\$ 375.00	3	\$375.00	3	\$375.00			
11. Pavement Markings/Streetprint Crosswalks	LS	1	\$ 425.00	\$ 425.00	1	\$425.00	1	\$425.00			
12. Mill and Overlay	SY	584	\$ 10.00	\$ 5,840.00			584	\$5,840.00			



ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Wawa - W. Butler Ave.	TOTAL CONSTRUCTION:	\$642,067.44	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$169,660.74
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PROJECT OWNER:	Provco Pinegood Chalfont, LLC	TOTAL ENG/INSP/LEGAL:	\$ 64,206.74	RETAINAGE RELEASED THIS PERIOD:	\$ -
MUNICIPALITY:	New Britain Township	TOTAL ESCROW POSTED:	\$770,480.92	CONST. CONTINGENCY RELEASED THIS PERIOD:	\$ -
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TYPE OF SECURITY:	Letter of Credit			AMOUNT OF THIS RELEASE:	\$ 118,295.34
AGREEMENT DATE:	March 16, 2020			TOTAL ESCROW RELEASED TO DATE:	\$ 654,908.78
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		RELEASE DATE:	April 13, 2022	TOTAL ENG/INSP/LGL (Reduced to 50%):	\$ 32,103.37
				TOTAL RETAINAGE TO DATE:	\$ 51,365.40
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 9
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
VIII. LANDSCAPING											
1. Evergreen Tree (6'-7')	EA	46	\$ 350.00	\$ 16,100.00			46	\$16,100.00			
2. Evergreen and Deciduous Shrubs (15 - 18")	EA	68	\$ 55.00	\$ 3,740.00	23	\$1,265.00	68	\$3,740.00			
3. Evergreen and Deciduous Shrubs (30" - 36")	EA	135	\$ 70.00	\$ 9,450.00	135	\$9,450.00	135	\$9,450.00			
4. Groundcover Shrubs (15"-18")	EA	24	\$ 35.00	\$ 840.00			24	\$840.00			
5. Ornamental Grasses	EA	136	\$ 12.00	\$ 1,632.00	136	\$1,632.00	136	\$1,632.00			
6. Mulch	SF	8,530	\$ 0.01	\$ 85.30	5,530	\$55.30	8530	\$85.30			
7. Escrow for Future Buffer	EA	156	\$ 280.00	\$ 43,680.00	156	\$43,680.00	156	\$43,680.00			
IX. MISCELLANEOUS											
1. LED Post Top Philips Hadco Street Lighting	EA	5	\$ 4,800.00	\$ 24,000.00	5	\$24,000.00	5	\$24,000.00			
2. Single LED Lighting	EA	7	\$ 2,500.00	\$ 17,500.00			7	\$17,500.00			
3. Handicap Parking Signs	EA	3	\$ 225.00	\$ 675.00	3	\$675.00	3	\$675.00			
4. Stop Sign	EA	5	\$ 225.00	\$ 1,125.00	5	\$1,125.00	5	\$1,125.00			
5. Traffic Control Signs	EA	15	\$ 100.00	\$ 1,500.00	15	\$1,500.00	15	\$1,500.00			
6. Do Not Block Entrance Signs (513, 515, 517, 521 Butler Ave)	EA	4	\$ 200.00	\$ 800.00	4	\$800.00	4	\$800.00			
7. Trash Can	EA	1	\$ 750.00	\$ 750.00	1	\$750.00	1	\$750.00			
8. Bench	EA	1	\$ 1,200.00	\$ 1,200.00	1	\$1,200.00	1	\$1,200.00			
9. Post & Rail Fence	EA	16	\$ 100.00	\$ 1,600.00			16	\$1,600.00			
10. Existing Basin Improvements (Endwalls and Brush Cleanup)	LS	1	\$ 5,300.00	\$ 5,300.00			1	\$5,300.00			
11. Construction As-Built Plans	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$5,000.00	1	\$5,000.00			

NEW BRITAIN TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 25th day of April, A.D., 2022, 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 **J.G. PETRUCCI COMPANY, INC** of 171 State Route 173, Suite 201, Asbury, NJ 08802 (hereafter referred to as “**Developer**”).

W I T N E S S E T H:

WHEREAS, the Developer is the applicant for Subdivision and/or Land Development of certain real estate bearing Bucks County Tax Map Parcel No. 26-005-049-013, located at 100 Manor Drive 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:

Gary Johnson
(Applicant - Print Name)

(Applicant - Print Name)

Matthew West, Township Manager

By: [Signature]
(Applicant - Signature(s))

By: _____
(Applicant - Signature(s))



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

May 10, 2022

File No. 15-03057-01

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

Reference: Elaines Lane Subdivision, Escrow Release #1
25 Elaines Lane, Chalfont PA 18914
TMP #26-003-114

Dear Matt:

In response to the Applicant's request for the first escrow release associated with the above-referenced project, a representative from our office performed a site observation of the completed improvements on May 2, 2022. We have prepared Certificate of Completion #1 in the amount of \$176,222.52 for consideration at an upcoming public meeting.

We recommend the release of the funds as delineated on the attached breakdown and which equal One Hundred Seventy-Six Thousand Two Hundred Twenty-Two Dollars and Fifty-Two Cents (\$176,222.52) to Fox Lane Homes at New Britain, LLC. This leaves \$82,859.03 remaining in the escrow fund for work within New Britain Township. The escrowed site improvements are approximately 85% completed.

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

Sincerely,

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

JM

Enclosures:as referenced

cc: Michael Walsh, Assistant Manager
Jeffrey P. Garton, Esquire, Begley, Carlin and Mandio, LLP
Helen Townley, Metropolitan Development
Craig D. Kennard, P.E., V.P., Gilmore & Associates, Inc.
Jerry O'Donnell, Gilmore & Associates, Inc.



May 9, 2022
Project No.: G&A #15-03057-01

**CERTIFICATE OF COMPLETION NO. 1
FOX LANE HOMES AT NEW BRITAIN, LLC
NEW BRITAIN TOWNSHIP**

Original Financial Security: \$ 225,288.30 (Total Construction)
 \$ 22,528.83 (Total Contingency)
 \$ 11,264.42 (Total Eng/Insp/Legal)
 \$ 259,081.55 (Total Escrow Posted)

We, the undersigned, hereby certify that the work provided for a certain Agreement between New Britain Township and Fox Lane Homes at New Britain, LLC. relative to the construction and installation of certain improvements to Eagono Subdivision (Elaines Lane) site have been completed to the extent of One Hundred Seventy-Six Thousand Two Hundred Twenty-Two Dollars and Fifty-Two Cents (\$176,222.52). This certificate authorizes the Financial Security be reduced to the extent of **\$176,222.52** held by Customer's Bank pursuant to the Financial Security Agreement between the Township, the Bank, and Fox Lane Homes at New Britain, LLC.

This draft is drawn upon the above stated security account and no other account which may be applicable to this project or in which Fox Lane Homes at New Britain, LLC may have an interest. It is payable in an amount not to exceed \$176,222.52 to Fox Lane Homes at New Britain, LLC or such other persons or parties as they shall designate.

ESCROW SUMMARY

Total Financial Security: \$ 259,081.55
Amount of Previous Releases: \$ 0.00
Amount of this Request: \$ 176,222.52
Amount of Construction Available: \$ 29,485.50
Total Escrow Remaining: \$ 82,859.03

NEW BRITAIN TOWNSHIP ENGINEER:

Janene Marchand 5/9/2022
Date
Janene Marchand, P.E.
Gilmore & Associates, Inc
Township Engineers

DESIGNATED DRAFT RECIPIENT:

Name (print) John Rathjen
Title VP Development
Signature [Signature]
5-10-22

NEW BRITAIN TOWNSHIP MANAGER:

Matthew West, Township Manager



FINANCIAL SECURITY EXHIBIT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Eagono Subdivision (Elaines Lane)	TOTAL CONSTRUCTION: \$225,288.30	AMOUNT OF WORK IN PLACE THIS PERIOD: \$ 195,802.80
PROJECT NO.: 1503057-01	TOTAL CONSTRUCTION CONTINGENCY: \$22,528.83	REQUIRED RETAINAGE THIS RELEASE (10%): \$ 19,580.28
PROJECT OWNER: Fox Lane Homes at New Britain, LLC	TOTAL ENG/INSP/LEGAL: \$11,264.42	AMOUNT OF THIS RELEASE: \$ 176,222.52
MUNICIPALITY: New Britain Township	TOTAL ESCROW POSTED: \$259,081.55	TOTAL ESCROW RELEASED TO DATE: \$ 176,222.52
ESCROW AGENT: Customer's Bank	RELEASE NO.: 1	TOTAL ESCROW REMAINING: \$ 82,859.03
TYPE OF SECURITY: Letter of Credit	RELEASE DATE: May 9, 2022	TOTAL CONSTRUCTION CONTINGENCY: \$ 22,528.83
AGREEMENT DATE: July 28, 2020		TOTAL ENG/INSP/LEGAL: \$ 11,264.42
		TOTAL RETAINAGE TO DATE: \$ 19,580.28
		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$ 29,485.50

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 2
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
					I. <u>EROSION & SEDIMENT CONTROLS</u>						
1. Silt Socks @ Inlets	EA	7	\$125.00	\$875.00	7	\$875.00	7	\$875.00			
2. 18" Compost Filter Sock	LF	1,294	\$8.00	\$10,352.00	1294	\$10,352.00	1294	\$10,352.00			
3. 18" Silt Fence @ Stockpiles	LF	600	\$1.75	\$1,050.00	600	\$1,050.00	600	\$1,050.00			
4. Tree Protection Fence	LS	1,933	\$2.25	\$4,349.25	1933	\$4,349.25	1933	\$4,349.25			
5. Temporary Seed Topsoil Stockpile	LS	1	\$750.00	\$750.00	1	\$750.00	1	\$750.00			
6. Temporary Seed Lots & Open Space	SF	50,000	\$0.07	\$3,500.00	50000	\$3,500.00	50000	\$3,500.00			
7. Pumped Water Filter Bag	EA	1	\$500.00	\$500.00	1	\$500.00	1	\$500.00			
8. E&S Maintenance for Sitework Contractor Only	DA	5	\$500.00	\$2,500.00	5	\$2,500.00	5	\$2,500.00			
9. E&S Removal	LS	1	\$500.00	\$500.00					1	\$500.00	
II. <u>CLEARING & DEMOLITION</u>											
1. Tree Clearing	LS	1	\$10,000.00	\$10,000.00	1	\$10,000.00	1	\$10,000.00			
2. Traffic Control at New Galena Road	LS	1	\$2,000.00	\$2,000.00	1	\$2,000.00	1	\$2,000.00			
III. <u>GENERAL/EARTHWORK</u>											
1. Mobilization	LS	1	\$3,500.00	\$3,500.00	1	\$3,500.00	1	\$3,500.00			
2. Strip Topsoil	SY	7,500	\$2.00	\$15,000.00	7500	\$15,000.00	7500	\$15,000.00			
3. Rough Grade	SY	7,500	\$0.50	\$3,750.00	7500	\$3,750.00	7500	\$3,750.00			
4. Fine Grade	SY	7,500	\$1.50	\$11,250.00	7500	\$11,250.00	7500	\$11,250.00			
IV. <u>STORMWATER</u>											
1. 15" RCP	LF	15	\$36.25	\$543.75	15	\$543.75	15	\$543.75			
2. 15" HDPE	LF	78	\$31.75	\$2,476.50	78	\$2,476.50	78	\$2,476.50			
3. Inlet Type "M"	EA	1	\$2,200.00	\$2,200.00	1	\$2,200.00	1	\$2,200.00			
4. 6" PVC Roof Drains (Up To Cleanout)	LF	207	\$24.00	\$4,968.00	207	\$4,968.00	207	\$4,968.00			
5. 6" Roof Drain Cleanout	EA	4	\$325.00	\$1,300.00	4	\$1,300.00	4	\$1,300.00			
6. Lot 1 BMP	EA	1	\$20,000.00	\$20,000.00	1	\$20,000.00	1	\$20,000.00			
7. Lot 2 BMP	EA	1	\$20,000.00	\$20,000.00	1	\$20,000.00	1	\$20,000.00			
8. Lot 3 BMP	EA	1	\$20,000.00	\$20,000.00	1	\$20,000.00	1	\$20,000.00			
9. Lot 4 BMP	EA	1	\$20,000.00	\$20,000.00	1	\$20,000.00	1	\$20,000.00			
V. <u>NEW GALENA CURB</u>											
1. Vertical Concrete Curb @ New Galena Road	LF	527	\$20.00	\$10,540.00	527	\$10,540.00	527	\$10,540.00			
2. Seal Curb	LF	527	\$1.50	\$790.50					527	\$790.50	
3. Curb Backfill	LF	527	\$1.50	\$790.50	527	\$790.50	527	\$790.50			



FINANCIAL SECURITY EXHIBIT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Eagono Subdivision (Elaines Lane)	TOTAL CONSTRUCTION: \$225,288.30	AMOUNT OF WORK IN PLACE THIS PERIOD: \$ 195,802.80
PROJECT NO.: 1503057-01	TOTAL CONSTRUCTION CONTINGENCY: \$22,528.83	REQUIRED RETAINAGE THIS RELEASE (10%): \$ 19,580.28
PROJECT OWNER: Fox Lane Homes at New Britain, LLC	TOTAL ENG/INSP/LEGAL: \$11,264.42	AMOUNT OF THIS RELEASE: \$ 176,222.52
MUNICIPALITY: New Britain Township	TOTAL ESCROW POSTED: \$259,081.55	TOTAL ESCROW RELEASED TO DATE: \$ 176,222.52
ESCROW AGENT: Customer's Bank	RELEASE NO.: 1	TOTAL ESCROW REMAINING: \$ 82,859.03
TYPE OF SECURITY: Letter of Credit	RELEASE DATE: May 9, 2022	TOTAL CONSTRUCTION CONTINGENCY: \$ 22,528.83
AGREEMENT DATE: July 28, 2020		TOTAL ENG/INSP/LEGAL: \$ 11,264.42
		TOTAL RETAINAGE TO DATE: \$ 19,580.28
		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$ 29,485.50

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 2
CONSTRUCTION ITEMS					QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
VI.	<u>NEW GALENA 8-FT ASPHALT BITUMINOUS TRAIL</u>										
	1.	Prepare Subgrade	SY	430	\$5.00	\$2,150.00	430	\$2,150.00	430	\$2,150.00	
	2.	6" 2A Stone	SY	430	\$7.20	\$3,096.00	430	\$3,096.00	430	\$3,096.00	
	3.	2.5" 19 mm Surface Course	SY	430	\$9.50	\$4,085.00					430
											\$4,085.00
VII.	<u>ELAINES LANE ROAD IMPROVEMENTS</u>										
	1.	Traffic Control	DA	3	\$500.00	\$1,500.00	2	\$1,000.00	2	\$1,000.00	1
	2.	Box Out & Subgrade for Widening	SY	172	\$5.00	\$860.00	172	\$860.00	172	\$860.00	
	3.	Fine Grade	SY	172	\$0.90	\$154.80	172	\$154.80	172	\$154.80	
	4.	1-1/2" Mill & Dispose (Full Road Width)	SY	680	\$8.00	\$5,440.00	680	\$5,440.00	680	\$5,440.00	
	5.	4" 2A Stone	SY	172	\$6.00	\$1,032.00	172	\$1,032.00	172	\$1,032.00	
	6.	4" 25mm Base Course	SY	172	\$18.00	\$3,096.00	172	\$3,096.00	172	\$3,096.00	
	7.	2.5" 19mm Binder Course	SY	172	\$13.25	\$2,279.00	172	\$2,279.00	172	\$2,279.00	
	8.	AC 20 Sealer	LS	1	\$750.00	\$750.00					1
	9.	1.5" 9.5mm Surface Course (Full Road Width)	SY	680	\$9.50	\$6,460.00					680
											\$750.00
											\$6,460.00
VIII.	<u>MISCELLANEOUS</u>										
	1.	Abandon Well and Septic System	LS	1	\$500.00	\$500.00	1	\$500.00	1	\$500.00	
	2.	Monuments	EA	10	\$200.00	\$2,000.00					10
	3.	Iron Pins	EA	8	\$100.00	\$800.00					8
	4.	Trees	EA	8	\$450.00	\$3,600.00					8
	5.	Driveway Light	EA	4	\$1,000.00	\$4,000.00	4	\$4,000.00	4	\$4,000.00	
	6.	As-Built Plans	LS	1	\$10,000.00	\$10,000.00					1
											\$2,000.00
											\$800.00
											\$3,600.00
											\$10,000.00

NEW BRITAIN TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 11 day of May, A.D., 2022, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as “**Township**”) **CALEB & ANNE FRANKEL**, 267 Creek Rd, Doylestown, PA 18901 and **JOSEPH & MARY MCGINLEY**, 283 Creek Rd, 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. 26-011-024 located at 267 Creek Rd and Bucks County Tax Map Parcel No. 26-011-026 located at 283 Creek Rd 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:

Matt West, Township Manager


Carol Frankel
(Applicant - Print Name)

By: 
(Applicant - Signature(s))

Anne Frankel
(Applicant - Print Name)

By: 
(Applicant - Signature(s))

Joseph R. McGinley
(Applicant - Print Name)

By: 
(Applicant - Signature(s))

Mary McGinley
(Applicant - Print Name)

By: 
(Applicant - Signature(s))

NEW BRITAIN TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT
(PERMITS)

THIS AGREEMENT made this 6th day of January, A.D., 2022, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “**Township**”) and **180 New Britain Blvd Associates, LLC** of 100 Front Street, Suite 560, West Conshohocken, PA 19428 (hereinafter referred to as “**Developer**”).

WITNESSETH:

WHEREAS, Developer is the applicant for zoning, building, and/or use & occupancy permits concerning certain real estate located at 180 New Britain Boulevard also known as Bucks County Tax Map Parcel No(s). 26-001-100 (hereinafter referred to as the “**Property**”); and

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

administrative charge of 10% of billed expenses that are incurred by the Township by reason of this Contract. All charges and fees shall be paid by Developer as required by the Township and in accordance with Paragraph 4 below. It is understood by its executing this Agreement that the Developer specifically accepts the fee schedules currently in effect.

4. Developer hereby agrees to establish an Escrow Account with the Township by depositing with the Township the sum of **Twenty-Five Thousand Dollars (\$25,000)** payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank as security for the payment of all costs, expenses, charges, and fees as set forth in Paragraph 3 above. This Escrow Account shall be established concurrently with the execution of this Agreement and shall be held in a non-interest-bearing account by the Township.

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

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

7. In the event Developer fails to provide sufficient funds for the Escrow Account as

required under this Agreement upon fifteen (15) days written notice to Developer or fails make the initial deposit payment described above within five (5) days of the date of this Agreement, Developer shall be in default of this Agreement.

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

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

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

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

12. Developer and the Township acknowledge that this Agreement represents their full understanding as to the Township's reimbursement for professional or consultant services.

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

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

FOR NEW BRITAIN TOWNSHIP:

Matt West, Township Manager

FOR APPLICANT:

Andrew J. Miller
(Applicant - Print Name)

By: 
(Applicant - Signature(s))

(Applicant - Print Name)

By: _____
(Applicant - Signature(s))



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

BOARD MOTION

Date: May 16, 2022

I MOVE THAT: The Board authorize Township engineer and staff to obtain bids for the demolition of the farmhouse and garage at the Coleman Property located at 1606 Upper State Road, per the attachment.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: May 16, 2022

I MOVE THAT: The Board approve temporarily closing portions of State roads along the route for the Annual Tri-Municipal July 4th Parade for the duration of the event, and authorize the Township Manager to submit any required documents and/or applications to Pennsylvania Department of Transportation, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Matt West, Township Manager
FROM: Chelle Clancy, Park & Recreation Coordinator
DATE: April 29, 2022
RE: Tri Municipal Parade 2022: PennDOT Road Closure Application

Please present the attached Pennsylvania Department of Transportation Road Closure Application to the Board of Supervisors at your next meeting. Upon review, kindly request Mr. Greg Hood, Chair to sign the request letter to be included in the road closure for the upcoming Tri Municipal 4th of July Parade. Thank you.



Matt West
Township Manager

TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania
Founded: 1723

BOARD OF SUPERVISORS

Gregory T. Hood, Chair
William B. Jones, III, Vice-Chair
Cynthia M. Jones
MaryBeth McCabe, Esq.
Stephanie Shortall

April 25, 2022

PA Dept. of Transportation
Donald C. Centofante
7000 Geerdes Boulevard
King of Prussia, PA 19406-1525

Re: Road Closing Permit

Dear Mr. Centofante:

Please accept this letter as authorization from Township Manager to act on behalf of the Board of Supervisors of New Britain Township, a political subdivision of the Commonwealth of Pennsylvania. New Britain Township is requesting a road closing permit for their Annual Tri Municipal 4th of July Parade, being held on Monday, July 4, 2022.

Respectfully Submitted,

Greg Hood
Chair, Board of Supervisors



Matt West
Township Manager

TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania
Founded: 1723

BOARD OF SUPERVISORS

Gregory T. Hood, Chair
William B. Jones, III, Vice-Chair
Cynthia M. Jones
MaryBeth McCabe, Esq.
Stephanie Shortall

April 25, 2022

PA Dept. of Transportation
Donald C. Centofante
7000 Geerdes Boulevard
King of Prussia, PA 19406-1525

Re: Road Closing Permit

Dear Mr. Centofante:

Enclosed please find a Special Event Permit Application for July 4th, 2022. New Britain Borough, Chalfont Borough and New Britain Township will be sponsoring our Annual Tri-Municipal parade.

The event will comply with all current and applicable Pennsylvania Orders regarding COVID-19 and all applicable COVID-19 safety mitigation guidance including, but not limited to, guidance from the Pennsylvania Department of Health and the Centers for Disease Control. Kindly confirm when the submission to Harrisburg takes place and when we can expect the review/approval.

If you need anything further, please don't hesitate to contact me at 215-822-1391 or by email at mclancy@newbritaintownship.org.

Sincerely,

Chelle Clancy
New Britain Township
Park & Rec Coordinator
Parade Coordinator



New Britain Borough

45 Keeley Avenue • New Britain, Pennsylvania 18901 • 215-348-4586

FAX 215-348-5953

June 4, 2022

PA Dept. of Transportation
Donald C. Centofante
700 Geerdes Boulevard
King of Prussia, PA 19406-1525

Re: Road Closing Permit

Dear Mr . Centofante:

Please accept this letter as authorization from Borough Manager Amanda Zimmerman to act on behalf of New Britain Brough, a political subdivision of the Commonwealth of Pennsylvania. New Britain Borough is requesting a road closing permit for their Annual 4th of July Parade, being held on Monday, July 4th, 2022.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Amanda Zimmerman", with a long horizontal line extending to the right.

Amanda Zimmerman
Borough Manager



SPECIAL EVENT PERMIT

Processions, Assemblages and Special Activities, and Film Shoots

APPLICANT CONTACT INFORMATION

Contact Name: CHELLE CLANCY Title: PARKS & RECREATION COORDINATOR
 Organization: NEW BRITAIN TOWNSHIP Municipal Sponsor Private
 Sponsor Street Address: 207 PARK AVENUE City: CHALFONT State: PA Zip Code: 18914
 Phone: (215) 822-1391 E-mail: mclancy@newbritaintownship.org Hours: 8AM - 4PM MONDAY THROUGH FRIDAY

SPECIAL EVENT INFORMATION

1. Special Event Name: ANNUAL TRI-MUNICIPAL 4TH OF JULY PARADE
 2. Special Event Type (Check all that apply): Procession Assemblage Special Activity Film Shoot
 3. Special Event Purpose/Description (Attach additional sheet if necessary):
HOMETOWN CELEBRATION OF INDEPENDENCE DAY ON MONDAY, JULY 4, 2022

4. Date of Special Event: From 07/04/2022 To 07/04/2022
 a. Alternate Date of Special Event: From _____ To _____
 5. Time of Special Event: From 9:30 am To 11:59 am
 a. Alternate Time of Special Event: From _____ To _____
 6. County(ies):
BUCKS

7. Municipality(ies):
NEW BRITAIN TOWNSHIP
NEW BRITAIN BOROUGH
CHALFONT BOROUGH

8. State Road(s) (List all state roads involved in the special event - Attach additional sheet if necessary):

State Route Number:	State Road Name:	Number of Lanes:	Type of Highway:
<u>202</u>	<u>BUTLER AVENUE</u>	<u>2</u>	Conventional <input type="checkbox"/>
<u>152</u>	<u>LIMEKILN PIKE</u>	<u>2</u>	Conventional <input type="checkbox"/>
_____	<u>PARK AVENUE</u>	<u>2</u>	Conventional <input type="checkbox"/>
_____	_____	_____	Select One
_____	_____	_____	Select One
_____	_____	_____	Select One

SPECIAL EVENT INFORMATION (CONTINUED)

- 9. Approximate number of vehicles in the special event: 80 vehicles
- 10. Approximate number of pedestrians involved in the special event: 500.00 pedestrians
- 11. Highway will be (check all that apply): Fully Closed Partially Closed Minor Encroachment Other

a. Describe the highway closure and the affect on adjacent properties. (Attach additional sheet if necessary):
CLOSURE IS DUE TO A PARADE ROUTE FOR A SHORT PERIOD OF TIME WITH NO AFFECT ON ADJACENT PROPERTIES.

- 12. Travel distance of road closure/encroachment: 2 MILES
- 13. Travel distance of the alternate route: 3.9 MILES N/A

NOTE: Alternate route shall not be more than 5 miles longer or 5 times greater in length then the normal travel distance. An alternate route is not required if one of the following conditions exists:

- a. The highway to be closed is not a state route and is primarily used by local drivers who are familiar with an alternate route.
- b. The highway is only partially or periodically closed and the vehicle escort service can safely maintain traffic on the remainder of the highway.
- c. The highway closing for less than 20 minutes and excessive traffic backup will not occur during closing.

- 14. Does the special event occur on a freeway: Yes No
- The following five (5) questions pertain to the use of a freeway: N/A

- a. Please state the reason(s) why this event should use a freeway, including safety aspects to both motorists and event participants. (Explain on a separate attached sheet)
- b. Are there a minimum of two lanes of traffic in each direction of flow: Yes No
- c. Will the special event move orderly and uniformly along the freeway: Yes No
- d. Will the special event use a maximum of one lane of the highway and can the MPT Contractor safely maintain traffic on the remainder of the highway: Yes No
- e. Will the delay for traffic entering or leaving the highway at ramps be no more than 5 minutes and can MPT control all delayed traffic: Yes No

- 15. Notification of Pennsylvania State Police (PSP) (Please Contact Station Commander at Local PSP Barracks):
 - a. PSP Contact Name: Captain Derek Koch Title: Troop M Station Commander Date: 07/04/2022

- 16. Maintenance and Protection of Traffic (MPT): N/A
 - a. MPT Performed By: NEW BRITAIN TOWNSHIP POLICE DEPARTMENT
 - b. MPT Contact Name: CHIEF RICHARD CLOWSER Phone: (215) 822-1910
 - c. Date MPT requested: From 07/04/2022 To
 - i. Alternate Date MPT requested: From To
 - d. Time MPT requested: From 9:00 am To 11:59 am
 - i. Alternate Time MPT requested: From To

- 17. Vehicle Escort Service: N/A
 - a. Vehicle Escort Performed By: NEW BRITAIN TOWNSHIP POLICE DEPARTMENT
 - b. Vehicle Escort Contact Name: CHIEF RICHARD CLOWSER Phone: (215) 822-1910
 - c. Date Vehicle Escort Service requested: From 07/04/2022 To
 - i. Alternate Date Vehicle Escort Service requested: From To
 - d. Time Vehicle Escort Service requested: From 9:30 am To 11:59 am
 - i. Alternate Time Vehicle Escort Service requested: From To

APPLICANT CERTIFICATION, PERMIT CONDITIONS, & SIGNATURES

The applicant shall indemnify, save harmless, and defend (if requested) the Commonwealth of Pennsylvania, the Department of Transportation, and their officers, agents, and employees from any and all claims, suits, or actions for injuries, death and/or property damage arising out of the procession, assemblage, or special activity identified in this permit where the claim, suit, or action was caused by the applicant, its officers, agents, and employees, the event participants, support staffs, event officials, volunteers, medical support, technical support, media vehicles, event communications staffs, the traveling public, general public, or spectators.

A certificate of insurance must be provided showing: (a) public liability insurance for bodily injury and property damage in the minimum amount of two hundred fifty thousand (\$250,000.00) per person and one million dollars (\$1,000,000.00) per occurrence to cover any loss that might occur as a result of the permitted use of the state highways or that might otherwise arise out of or be connected with the event; (b) occurrence-based coverage; and (c) the Commonwealth of Pennsylvania named as an additional insured. The applicant warrants the information in the insurance certificate is accurate.

The event route shall be appropriately secured with proper security and safety measures taken to protect the event participants, support staffs, event officials, volunteers, medical support, technical support, media vehicles, vehicle escort services, maintenance and protection services, the traveling public, event communications staffs, the general public, and spectators. Proper emergency medical services shall be provided. Local fire departments, the general public, and the traveling public shall be notified in advance of the event. Written notification shall be submitted to each municipality notifying the municipality that the event uses state roads and written approval shall be obtained from each municipality granting the applicant permission to hold the event. The applicant shall coordinate and pay for temporary traffic control during the event.

The Department reserves the right to re-open any closed road(s) at any time due to any emergency that may occur which require the use of such roads to safely provide for the movement of traffic through the area.

- I have attached a Certificate of Insurance as described above.
- I have read, understand, and agree to the above terms and conditions.
- I attest that all information in the special event permit application is accurate to the best of my knowledge.
- For a film shoot, I have read and agree to comply with the requirements of Exhibit A - Film Shoot Requirements.

Applicant

Contact Name (Print): CHELLE CLANCY Title of Contact: PARKS & REC COORDINATOR

Contact Name (Signature): *Chelle Clancy* Date: 04/25/2022

Attesting Witness (Print): MICHAEL WALSH Title of Witness: ASSISTANT MANAGER

Attesting Witness (Signature): *Michael Walsh* Date: 04/25/2022

Pennsylvania Department of Transportation

District Traffic Engineer (Print): _____

District Traffic Engineer (Signature): _____ Date: _____

District Executive (Print): _____

District Executive (Signature): _____ Date: _____

Remarks:

Actions

1. Complete the Route/Bridge Restriction (M-937R) form and submit it at least ten (10) business days prior to the special event.
2. Notify the Traffic Management Center (TMC) of the special event date.

APPLICANT CERTIFICATION, PERMIT CONDITIONS, & SIGNATURES

The applicant shall indemnify, save harmless, and defend (if requested) the Commonwealth of Pennsylvania, the Department of Transportation, and their officers, agents, and employees from any and all claims, suits, or actions for injuries, death and/or property damage arising out of the procession, assemblage, or special activity identified in this permit where the claim, suit, or action was caused by the applicant, its officers, agents, and employees, the event participants, support staffs, event officials, volunteers, medical support, technical support, media vehicles, event communications staffs, the traveling public, general public, or spectators.

A certificate of insurance must be provided showing: (a) public liability insurance for bodily injury and property damage in the minimum amount of two hundred fifty thousand (\$250,000.00) per person and one million dollars (\$1,000,000.00) per occurrence to cover any loss that might occur as a result of the permitted use of the state highways or that might otherwise arise out of or be connected with the event; (b) occurrence-based coverage; and (c) the Commonwealth of Pennsylvania named as an additional insured. The applicant warrants the information in the insurance certificate is accurate.

The event route shall be appropriately secured with proper security and safety measures taken to protect the event participants, support staffs, event officials, volunteers, medical support, technical support, media vehicles, vehicle escort services, maintenance and protection services, the traveling public, event communications staffs, the general public, and spectators. Proper emergency medical services shall be provided. Local fire departments, the general public, and the traveling public shall be notified in advance of the event. Written notification shall be submitted to each municipality notifying the municipality that the event uses state roads and written approval shall be obtained from each municipality granting the applicant permission to hold the event. The applicant shall coordinate and pay for temporary traffic control during the event.

The Department reserves the right to re-open any closed road(s) at any time due to any emergency that may occur which require the use of such roads to safely provide for the movement of traffic through the area.

- I have attached a Certificate of Insurance as described above.
- I have read, understand, and agree to the above terms and conditions.
- I attest that all information in the special event permit application is accurate to the best of my knowledge.
- For a film shoot, I have read and agree to comply with the requirements of Exhibit A - Film Shoot Requirements.

Applicant

Contact Name (Print): ANDREA DEWHURST Title of Contact: ASSISTANT TO BOROUGH MANAGER

Contact Name (Signature): *A Dewhurst* Date: 04/25/2022

Attesting Witness (Print): AMANDA ZIMMERMAN Title of Witness: BOROUGH MANAGER

Attesting Witness (Signature): *Amanda Zimmerman* Date: 04/25/2022

Pennsylvania Department of Transportation

District Traffic Engineer (Print): _____

District Traffic Engineer (Signature): _____ Date: _____

District Executive (Print): _____

District Executive (Signature): _____ Date: _____

Remarks:

Actions

1. Complete the Route/Bridge Restriction (M-937R) form and submit it at least ten (10) business days prior to the special event.
2. Notify the Traffic Management Center (TMC) of the special event date.

APPLICANT CHECKLIST

- Complete TE-300: Special Event Permit Application (Submit Pages 1, 2, and 3).

NOTE: Application becomes permit once reviewed and signed.

- Review Title 67, Chapter 212.701 Subchapter H, Special Events. Special Event Insurance Certificate.

- Documentation detailing the traffic control plan. Documentation includes:

- Map of special event route and the alternate traffic route. Map includes state route numbers, road names, intersections, etc.
- Coordination of a vehicle escort service (if applicable).
- Coordination of maintenance and protection of traffic (MPT) (if applicable). MPT can include Private Contractor, Local Police/Fire, etc.

- Notify Pennsylvania State Police (PSP) of special event (Please contact Station Commander at Local PSP Barracks).

- Notification and/or approval letter(s) for special event. Criteria for type of applicant is as follows:

Municipal Sponsor

NOTE: If your municipality's special event crossed into a different municipality, your municipality will need to satisfy municipal sponsor criteria for own special event **AND** private sponsor criteria for the other municipalities that your special event enters.

If Special Event occurs on:

1. State Road(s)

- The Municipal Sponsor is required to submit a notification letter for special event involvement on state road(s) and the permit application (Pages 1, 2, and 3) to the Pennsylvania Department of Transportation.

2. Local Road(s)

- The Pennsylvania Department of Transportation has no involvement with the special event on the Municipality's local road(s). The Municipality coordinates its own criteria for special event involvement on its own local road(s).

Private Sponsor

If Special Event occurs on:

1. State Road(s)

- The Private Sponsor is required to send notification letter(s) to each municipality for special event involvement on state road(s).
- The Private Sponsor is required to obtain approval letter from each municipality for special event involvement on state road(s).
- The Private Sponsor is required to submit a copy of each municipality notification and approval letter, and the permit application (Pages 1, 2, and 3) to the Pennsylvania Department of Transportation.

2. Local Road(s)

- The Pennsylvania Department of Transportation has no involvement with the special event on the Municipality's local road(s). The Private Sponsor is required to submit appropriate documents to municipality according to the municipality's requirements.

NOTE: If the involvement of the special event on a state road also requires involvement on a local road the private sponsor should notify the municipality of the local road involvement at least **eight (8) weeks prior to the date of the special event.**

- Submit completed and signed permit application and the required documents to the appropriate Pennsylvania Department of Transportation District Engineering Office (See Page 6) **eight (8) weeks prior to the date of the special event.**

GLOSSARY TERMS

The terms used in this package are defined as follows:

1. **Applicant** - An individual, group, municipal authority, or governing body that is applying for the special event permit.
2. **Assemblage** - An organized gathering of people without vehicles, or with vehicles that are stationary, which encroaches onto a street or highway and interferes with the movement of pedestrian or vehicular traffic. The term includes, but is not limited to, street fairs, block parties, organized demonstrations and other recreational events.
3. **Conventional Highway** - A highway other than a low-volume road, expressway, or freeway.
4. **Expressway** - A divided arterial highway for through traffic with partial control of access and generally with grade separations at major intersections.
5. **Film Shoot** - All aspects of production of a video production at a set or location.
6. **Freeway** - A limited access highway to which the only means of ingress and egress is by interchange ramps.
7. **Fully Closed Road** - The roadway is closed to all road users except contractor's equipment or authorized vehicles.
8. **Low-Volume Road** - As defined in the Manual on Uniform Traffic Control Devices (MUTCD).
9. **Maintenance and Protection of Traffic (MPT) Contractor** - A service used to provide such safety measures deemed necessary to maintain alternate routes while safely guiding the traveling public through detours. These safety measures include, but are not limited to, appropriate signs, warning devices, pavement markings, and other temporary traffic control devices. MPT contractor can include a private contractor, local police/fire, etc.
10. **Minor Encroachment** - All activity remains on the shoulder, while the traffic control devices are placed on the roadway.
11. **Partially Closed Road** - One or more lanes are closed (but not all lanes) to all road users and an approved traffic control plan is established to allow road users to safely and effectively navigate around the temporary conditions.
12. **Procession** - An organized group of individuals, or individuals with vehicles, animals or objects, moving along a highway on the roadway, berm, or shoulder in a manner that interferes with the normal movement of traffic. The term includes, but is not limited to, walks, foot races, parades, and marches.
13. **Special Activity** - An organized vehicle race, speed competition or contest, drag race or acceleration contest, test of physical endurance, exhibition of speed or acceleration, or other planned event held within the right-of-way of a public roadway. The term includes those races defined in 75 Pa. C.S. § 3367 (relating to racing on highways).
14. **Special Event** - A procession, assemblage, or special activity held within the right-of-way of a public roadway.
15. **State Designated Highway/State Road/State Route (SR)** - A highway or bridge on the system of highways and bridges over which the Department has assumed or has been legislatively given jurisdiction.
14. **Vehicle Escort Service** - An automobile used to guide vehicle(s), bicycle(s), and/or pedestrian(s).

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION DISTRICT ENGINEERING OFFICES

Click on District to visit website (e.g. "District 1-0")

District 1-0

Address: 255 Elm Street, P.O. Box 398
Oil City, PA 16301-0398
Phone: 814.678.7154
Counties: Crawford, Erie, Forest, Mercer, Venango,
Warren

District 2-0

Address: 70 PennDOT Drive Clearfield, PA 16830
Phone: 814.765.0400
Counties: Cameron, Centre, Clearfield, Clinton, Elk,
Juniata, McKean, Mifflin, Potter

District 3-0

Address: 715 Jordan Avenue, P.O. Box 218
Montoursville, PA 17754-0218
Phone: 570-368-8686
Counties: Bradford, Columbia, Lycoming, Montour,
Northumberland, Snyder, Sullivan, Tioga, Union

District 4-0

Address: 55 Keystone Industrial Park
Dunmore, PA 18512
Phone: 570.963.4061
Counties: Lackawanna, Luzerne, Pike, Susquehanna,
Wayne, Wyoming

District 5-0

Address: 1002 Hamilton Street Allentown, PA 18101
Phone: 610.871.4100
Counties: Berks, Carbon, Lehigh, Monroe, Northampton,
Schuylkill

District 6-0

Address: 7000 Geerdes Boulevard
King of Prussia, PA 19406-1525
Phone: 610.205.6700
Counties: Bucks, Chester, Delaware, Montgomery,
Philadelphia

District 8-0

Address: 2140 Herr Street Harrisburg, PA 17103-1699
Phone: 717.787.6653
Counties: Adams, Cumberland, Dauphin, Franklin,
Lancaster, Lebanon, Perry, York

District 9-0

Address: 1620 North Juniata Street
Hollidaysburg, PA 16648
Phone: 814.696.7250
Counties: Bedford, Blair, Cambia, Fulton, Huntingdon,
Somerset

District 10-0

Address: 2550 Oakland Avenue, P.O. Box 429
Indiana, PA 15701-0429
Phone: 724.357.2800
Counties: Armstrong, Butler, Clarion, Indiana, Jefferson

District 11-0

Address: 45 Thoms Run Road Bridgeville, PA 15017
Phone: 412.429.5000
Counties: Allegheny, Beaver, Lawrence

District 12-0

Address: 825 North Gallatin Avenue Ext.
P.O. Box 459
Uniontown, PA 15401-2105
Phone: 724.439.7315
Counties: Fayette, Greene, Washington, Westmoreland

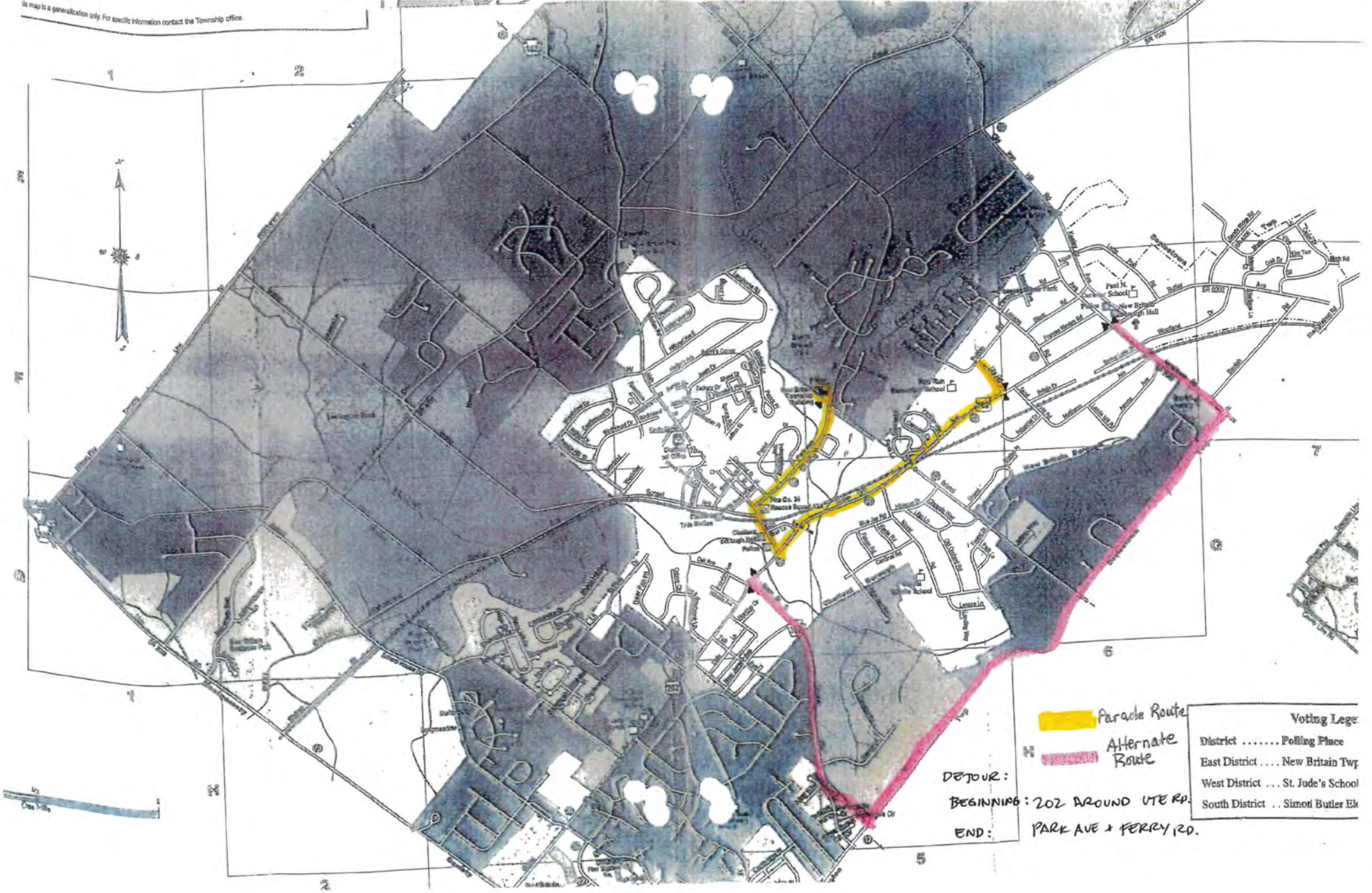
Central Office

Address: Keystone Building 400 North Street
Harrisburg, PA 17120
Phone: 717.787.2838

EXHIBIT A - FILM SHOOT REQUIREMENTS

1. Prior to the installation of any temporary structures to any bridges, the Applicant shall submit a detailed plan prepared by a professional engineer for each installation and shall obtain acceptance of the Commonwealth's District Engineer or designee. The Applicant shall be fully responsible for the design and proper installation of its temporary structures. The acceptance of a detailed plan by the District Engineer or their designee will not relieve the Applicant of the responsibility for its work. This written acceptance shall constitute authorization to the Applicant to proceed with the installation of the temporary structure in accordance with the accepted plans. The Applicant shall remove the temporary structure after it no longer needs the temporary structure and shall restore the bridge in a manner deemed acceptable to the Commonwealth. The installation of the temporary structure shall in all respects be subject to and in compliance with the terms, conditions, and provisions of this permit.
2. The film shoot shall take place in Pennsylvania for the time period indicated on the permit. If a continuation is necessary, the Applicant shall submit a written request to the Commonwealth. The Commonwealth will issue a letter signed by a duly authorized Commonwealth representative specifying a new termination date, which letter shall become part of this permit and operate as a supplement to it.
3. Actual road or lane closures are permitted only for the time required to set up staging, remove all staging or props and conduct actual filming at each separate filming location on the dates needed to complete filming.
4. This permit is granted upon the conditions that the film shoot location be properly secured with proper security and safety measures being taken to protect the film shoot participants, support staffs, officials, state police, sheriffs and local police, the traveling public and the general public; that proper fire and emergency medical services be contacted for emergency situations that may occur; that proper police protection be provided and the film shoot be coordinated with the Pennsylvania State Police and affected local police agencies; that the general public and the traveling public be notified in advance of the film shoot; that the local fire departments and emergency ambulance services be notified of the film shoot; and that the insurance coverage specified on the permit be provided.

This map is a generalization only. For specific information contact the Township office.



Parade Route
Alternate Route

DETOUR:
BEGINNING: 202 AROUND UTE RD.
END: PARK AVE + FERRY RD.

Voting Lege	
District	Polling Place
East District	New Britain Twp
West District ...	St. Jude's School
South District ..	Simon Butler Elk



DELAWARE VALLEY
PROPERTY
& LIABILITY
TRUST

CERTIFICATE OF COVERAGE

This Certifies That The Coverage Listed Below Is Provided To The Covered Party For The Policy Period Indicated By The Delaware Valley Insurance Trust, d/b/a "Delaware Valley Property & Liability Trust." Notwithstanding Any Requirement, Term Or Condition Of Any Contract Or Other Document With Respect To Which This Certificate May Be Issued Or May Pertain, The Coverage Afforded Is Subject To All The Terms, Exclusions And Conditions Of The Coverage Document. Limits Shown May Have Been Impaired By Payments Or May Be Impaired By Future Payments.

COVERED PARTY: New Britain Township
207 Park Avenue
Chalfont, PA 18914

COVERAGE DOCUMENT #: 3848-2238

COVERAGE TERM: January 1, 2022 to January 1, 2023

COVERAGE: General Liability

LIMITS: \$2,000,000 PER OCCURRENCE

CERTIFICATE HOLDER: Commonwealth of Pennsylvania
Department of Transportation
7000 Geerdes Boulevard
King of Prussia, PA 19406
ATTN:

DESCRIPTION: Certificate Holder is an Additional Covered Party to the extent required by written contract, or, to a limit of \$1,000,000 each occurrence if no minimum amount of coverage is required in a written contract as respects the July 4th Parade.

CANCELLATION: Should The Above Described Coverage Be Cancelled Before The Expiration Date, The Trust Will Mail 30 Days Written Notice To The Certificate Holder, But Failure To Mail Such Notice Shall Impose No Obligation Or Liability Of Any Kind Upon The Trust.

This Certificate Is Issued To The Certificate Holder As A Matter Of Information Only. This Certificate Does Not Amend, Extend Or Alter The Coverage Afforded Under The Coverage Document Issued By The Delaware Valley Insurance Trust, d/b/a "Delaware Valley Property & Liability Trust."

Robert G. Solarz, Executive Director

ISSUE DATE: **DECEMBER 14, 2021**



CERTIFICATE OF COVERAGE

This Certifies That The Coverage Listed Below Is Provided To The Covered Participant For The Policy Period Indicated By The Delaware Valley Workers Compensation Trust. Notwithstanding Any Requirement, Term Or Condition Of Any Contract Or Other Document With Respect To Which This Certificate May Be Issued Or May Pertain, The Coverage Afforded Is Subject To All The Terms, Exclusions And Conditions Of The Coverage Document. Limits Shown May Have Been Impaired By Payments Or May Be Impaired By Future Payments.

COVERED PARTICIPANT: New Britain Township
207 Park Avenue
Chalfont, PA 18914

COVERAGE DOCUMENT #: WC 38928-2251

COVERAGES: STATUTORY WORKERS COMPENSATION AND EMPLOYERS LIABILITY

EMPLOYERS LIABILITY LIMITS: BODILY INJURY BY ACCIDENT - \$1,000,000 EACH ACCIDENT
BODILY INJURY BY DISEASE - \$1,000,000 EACH EMPLOYEE
BODILY INJURY BY DISEASE - \$1,000,000 ANNUAL AGGREGATE

COVERAGE TERM: JANUARY 1, 2022 TO JANUARY 1, 2023

CERTIFICATE HOLDER: Federal Realty Investment Trust
909 Rose Avenue, Suite 200
North Bethesda, MD 20852
ATTN:

DESCRIPTION: Evidence of Coverage as respects the use of Certificate Holder's Facilities.

EMERGENCY SERVICE PROVIDERS: Only The Statutory Obligations Of The Above-Named Covered Party To Volunteer Members Of Fire Companies Or Departments, Ambulance Corps, Rescue And Lifesaving Squads And Hazardous Materials Teams And To Local Coordinators Of Emergency Management, As Defined In 35 Pa.C.S. § 7502, Are Covered **UNLESS** Otherwise Indicated Below.

VOLUNTEER FIRE COMPANIES: N/A **VOLUNTEER AMBULANCE CORPS:** Covered

CANCELLATION: Should The Above Described Coverage Be Cancelled Before The Expiration Date, The Trust Will Endeavor To Mail 30 Days Written Notice To The Certificate Holder, But Failure To Mail Such Notice Shall Impose No Obligation Or Liability Of Any Kind Upon The Trust.

This Certificate Is Issued To The Certificate Holder As A Matter Of Information Only. This Certificate Does Not Amend, Extend Or Alter The Coverage Afforded Under The Coverage Document Issued By The Delaware Valley Workers Compensation Trust.

ISSUE DATE: **DECEMBER 22, 2021**



Robert G. Solarz, Executive Director



DELAWARE VALLEY
PROPERTY
& LIABILITY
TRUST

CERTIFICATE OF COVERAGE

This Certifies That The Coverage Listed Below Is Provided To The Covered Party For The Policy Period Indicated By The Delaware Valley Insurance Trust, d/b/a "Delaware Valley Property & Liability Trust." Notwithstanding Any Requirement, Term Or Condition Of Any Contract Or Other Document With Respect To Which This Certificate May Be Issued Or May Pertain, The Coverage Afforded Is Subject To All The Terms, Exclusions And Conditions Of The Coverage Document. Limits Shown May Have Been Impaired By Payments Or May Be Impaired By Future Payments.

COVERED PARTY: Chalfont Borough
40 North Main Street
Chalfont, PA 18914

COVERAGE DOCUMENT #: 3848-2247

COVERAGE TERM: January 1, 2022 to January 1, 2023

COVERAGE: General Liability

LIMITS: \$2,000,000 PER OCCURRENCE

CERTIFICATE HOLDER: Commonwealth of Pennsylvania
Department of Transportation
7000 Geerdes Boulevard
King of Prussia, PA 19406
ATTN:

DESCRIPTION: Certificate Holder is an Additional Covered Party to the extent required by written contract, or, to a limit of \$1,000,000 each occurrence if no minimum amount of coverage is required in a written contract as respects closing of PA State Roads, Business 202 (Butler Ave) and Route 152 (N. Main St) and Route 1006 (Park Ave) for the annual Tri-Municipal Parade.

CANCELLATION: Should The Above Described Coverage Be Cancelled Before The Expiration Date, The Trust Will Mail 30 Days Written Notice To The Certificate Holder, But Failure To Mail Such Notice Shall Impose No Obligation Or Liability Of Any Kind Upon The Trust.

This Certificate Is Issued To The Certificate Holder As A Matter Of Information Only. This Certificate Does Not Amend, Extend Or Alter The Coverage Afforded Under The Coverage Document Issued By The Delaware Valley Insurance Trust, d/b/a "Delaware Valley Property & Liability Trust."

Robert G. Solarz, Executive Director

ISSUE DATE: **DECEMBER 14, 2021**



DELAWARE VALLEY TRUSTS

Managed Risk. Collective Rewards.



**CELEBRATE
INDEPENDENCE DAY
WITH US**
CHALFONT BOROUGH
NEW BRITAIN BOROUGH
NEW BRITAIN TOWNSHIP

**ANNUAL
TRI-MUNICIPAL 4TH OF JULY PARADE**

MONDAY, JULY 4, 2022 at 9:30 AM

Parade starts at Town Center (Rt 202)
& Follows Rt 202 S To 152 N,
Ending at North Branch Park,
207 Park Avenue in Chalfont.

All are welcome!

Bring your lawn chairs & enjoy your hometown
parade, or better yet, join us in the parade!

**ENTER THE ANNUAL FLOAT CONTEST
FOR A CHANCE TO WIN A GREAT PRIZE!**

For questions, please call Chelle at 215-822-1391.



TRI-MUNICIPAL 4th OF JULY PARADE RESPONSE FORM

Monday, July 4, 2022 starting at 9:30 a.m. (Town Center Rt. 202)

- Yes, I (we) wish to participate in the 2022 Tri-Municipal July 4th Parade
 No, I (we) cannot participate this year. Please send us information next year.
 No, I (we) cannot participate this year. Please take us off the list.

Organization Name _____

Contact Name _____ Phone Number _____

Mailing Address _____

E-Mail Address _____

Number of Participants* _____ Number of Vehicles** _____

Make/Model of Car(s) _____

Special Needs/Requests _____

**All Children under the age of 14 must be accompanied by an adult.*

***All vehicles must have current insurance or exempt status.*

Enter a Family, Neighborhood or Business Float.

Prizes will be awarded for the Most Original, Most Patriotic, and Most Humorous.

Yes, I (we) wish to enter the Float Contest***

Number of Float Participants _____ Name of Float _____

Category: Patriotic
 Humorous
 Other (Describe Theme) _____
 Music (Describe) _____



**** All floats must be "family friendly." NO POLITICAL CAMPAIGNING ALLOWED.*

Return by **June 17, 2022** to:

New Britain Township
Attn: July 4th / Chelle Clancy
207 Park Avenue
Chalfont, PA 18914
mclancy@newbritaintownship.org
(215)822-1391

Township Use Only:

DATE: _____

AREA: _____

NUMBER: _____

PARADE INFORMATION & REGULATIONS

To ensure the safety and pleasure of the public and spectators, participation in the Tri-Municipal Parade is limited to individuals or groups which are pre-approved and are subject to the following rules and regulations. Failure to adhere to these regulations will result in you or your group being removed from the parade immediately, and may also result in Police action, based upon the severity of the violation and level of cooperation.

1. **POLITICAL SIGNS AND ACTIVITIES** - The parade is for the enjoyment of spectators and to honor the anniversary of our Country's Independence. It is not for political candidates to solicit votes or for the handing out of political literature of any type. No signs asking to "vote for" for any candidate(s) or similar signs shall be permitted. Political Organization may have floats and/or signs of identification only.
2. **LOUD NOISE AND SIRENS** – We receive complaints each year about loud air horns and sirens scaring babies and small children, or the parade animals, and hurting spectators with sensitive hearing. All participants must be sensitive to this issue. Any use of air horns or sirens must be limited to short bursts at the lowest levels possible.
3. **CARELESS DRIVING** – To protect spectators there can be no spinning of tires or other careless driving. **All drivers of motorized vehicles must be at least 16 years of age.**
4. **MAINTAINING PACE** – All parade marchers should maintain a steady pace. *Please do not stop to perform demonstrations/routines along the route.* Demonstrations may be performed after the parade at North Branch Park (on the soccer fields across from the Pavilion).
5. **DO NOT THROW ANY CANDY, TOYS, ETC. FROM VEHICLES** – This is simply too dangerous as children run towards the moving vehicles, etc. If you wish to distribute candy or trinkets, please have someone walk along side your vehicle and HAND IT to spectators.

From our Police Department:

We would like to remind you that many of the vehicles in the parade are not permitted on public roads under normal circumstances (dirt bikes, ATV's, tractors, etc.) Please make sure that once the parade is over that these vehicles do not continue to use the roads.

Please sign and return the form below to mclancy@newbritaintownship.org or mail to Chelle at New Britain Township, 207 Park Avenue, Chalfont, PA 18914 - **before the parade.**

I (we) understand and agree to these regulations for the Tri-Municipal parade and agree to follow these guidelines at all times. I (we) understand that I (we) may be removed from the parade, be cited by the Police, and/or be banned from future participation for failure to adhere to these regulations.

Print Name

Signature

Group Name

Date



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

BOARD MOTION

Date: May 16, 2022

I MOVE THAT: The Board approve the settlement of Mortimer vs. New Britain Township Zoning Hearing Board, per the attachments.

Presented By: _____

Seconded By: _____

**IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA
CIVIL ACTION**

EDWARD MORTIMER	:	NO. 2020-06335
Plaintiff	:	
	:	
v.	:	
	:	
NEW BRITAIN TOWNSHIP	:	
ZONING HEARING BOARD, et al	:	
Defendants	:	LAND USE APPEAL

SETTLEMENT STIPULATION AND AGREEMENT

Intending to be legally bound, Intervenor, New Britain Township Board of Supervisors (“Township”) and Edward Mortimer, Plaintiff (“Property Owner”), enter into this Settlement Stipulation and Agreement in resolution of the above-captioned action and as such, do hereby stipulate and agree as follows:

WITNESSETH:

WHEREAS, the Property Owner filed an Application with the New Britain Township Zoning Hearing Board seeking a variance from the provisions of Subsection (a)(2) of Chapter 27, Section 27-2104, of the New Britain Township Zoning Ordinance, so as to be able to subdivide his 9.73 acre property into two (2) lots. That Section of the New Britain Township Zoning Ordinance governs the development of “flag” or “lane” lots;

WHEREAS, the Township objected to the Application for a variance. The Zoning Hearing Board conducted two (2) hearings, and at the conclusion of the hearings, the Zoning Hearing Board voted unanimously to deny the Property Owner’s variance request;

WHEREAS, following the issuance of a written Decision by the Zoning Hearing Board, the Property Owner filed an Appeal from that Decision to the Court of Common Pleas of Bucks County, Pennsylvania;

WHEREAS, on November 15, 2021, the Honorable Robert O. Baldi, Judge of the Court of Common Pleas of Bucks County, Pennsylvania, issued a Memorandum Decision affirming the Zoning Hearing Board Decision denying the Property Owner's request for zoning relief;

WHEREAS, thereafter, the Property Owner filed an Appeal to the Commonwealth Court of Pennsylvania, styled as *Edward Mortimer v. New Britain Township Zoning Hearing Board and Township of New Britain*, No. 1394 CD 2021;

WHEREAS, the Property which is the subject of the Zoning Hearing Board proceedings, as well as the several appeals noted herein, is identified as Bucks County Tax Parcel No. 26-001-092 and fronts on Curley Mill Road in the Township;

WHEREAS, the Township and the Property Owner have agreed upon the terms pursuant to which the Property Owner shall be entitled to subdivide Tax Parcel No. 26-001-092 into two (2) residential lots;

WHEREAS, the New Britain Township Zoning Hearing Board has determined not to participate in this matter as set forth in the email received from Thomas J. Walsh, III, Esquire, the Zoning Hearing Board Solicitor, dated April 27, 2022, a copy of which is attached hereto as Exhibit "A;" and

WHEREAS, the Township and the Property Owner have approved the within Agreement to resolve this matter.

NOW, THEREFORE, the parties hereto, intending to be legally bound and for other good and valuable consideration, do hereby agree as follows:

1. This Agreement is made and entered into by and between the undersigned parties to affect a full and final settlement between them as it relates to the Land Use Appeal filed in the Court of Common Pleas of Bucks County, Pennsylvania, at Docket No. 2020-06335.

2. In consideration of the legal and factual issues related to the instant action, as well as the burden and cost of continued litigation, the parties have determined and concluded that it is in the best interest of the Township and the Property Owner to settle and agree in the manner and upon the terms and conditions as set forth in this Agreement.

3. The Plan of Tax Parcel No. 26-001-092, attached hereto as Exhibit "B," shall be the general configuration of the proposed two (2) residential lots to be created from Tax Parcel No. 26-001-092, which said plan was prepared by R. L. Showalter & Associates, Inc., was dated February 17, 2020, and was not subsequently revised. The Settlement Plan confirms that the Property Owner may develop Lot 2 on the attached Plan as a "flag" or "lane" lot, even though Tax Parcel No. 26-001-092 does not comply with the provisions of Section 27.2104 of the New Britain Township Zoning Ordinance.

4. Lot 2 on the attached Plan shall be served by public sewer and the connection to public sewer shall not be made through wetland, but rather, Lot 2 shall be connected to the sewer main on Curley Mill Road.

5. The wetlands shall be preserved as open space with the appropriate conservation easement conveyed to the Township in order to guarantee the integrity and preservation of the wetlands.

6. The Plan to be recorded of record shall establish that Lot 2 may not be further subdivided.

7. The subdivision depicted on Exhibit "B" shall in all other respects comply with the New Britain Township Zoning and Subdivision Ordinances.

8. The development shall meet the requirements of the Pennsylvania Department of Environmental Protection and the New Britain Township Stormwater Management Ordinance, to the satisfaction of the appropriate regulatory agencies, including the Township Engineer.

9. The Property Owner agrees that the Property Owner will not legally challenge the provisions of Section 27-2104 of the New Britain Township Zoning Ordinance related to minimum lot size for "lane" and/or "flag" lots.

10. The Property Owner shall contribute the sum of Five Thousand Dollars (\$5,000.00) to the Township to defray attorney and other fees, which shall be paid within ten (10) days of the approval of this Settlement Stipulation and Agreement by a Judge of the Court of Common Pleas of Bucks County, Pennsylvania.

11. If any party is found to be in default of any provision herein, the opposing party shall provide written notice of the default to the defaulting party and its counsel. If the defaulting party does not remedy the default within thirty (30) days of receipt of the written notice, the opposing party may file an action with the Court of Common Pleas of Bucks County, Pennsylvania.

12. If any action is brought by any party to enforce or to seek damages for breach of any provision of this Stipulation, the prevailing party in such action, if there is a prevailing party, shall be entitled to recover, in addition to the costs of suit, such reasonable attorneys' fees as the Court shall determine.

13. The background as set forth in this Agreement is hereby incorporated into the terms of this Agreement. This Agreement constitutes the entire agreement among the parties with reference

to the zoning relief granted to Property Owner and the future development of the Property, and any representations, oral or written, not contained herein are without effect.

14. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any legal action arising out of this Agreement must be filed in the Court of Common Pleas of Bucks County, Pennsylvania.

15. After this Settlement Agreement has been approved as an Order of Court, the Property Owner shall withdraw his Appeal to the Commonwealth Court of Pennsylvania in the above-referenced action.

16. This Agreement shall only be modified, amended, or terminated by a writing signed by all of the parties herein, their grantees, successors, or assigns.

17. The parties agree that neither this Agreement nor the furnishing of consideration in exchange for this Agreement shall be deemed or construed at any time for any purpose as a waiver by any party of any right or obligation under any statute, ordinance, rule, and/or regulation of any kind. Moreover, forbearance by either party to exercise their rights under this Agreement in the event of any breach by the other party shall not be deemed or construed to be a waiver of any non-breaching party's rights under this Agreement. No delay or omission by a party in the exercise of any right or remedy upon any breach by the other party shall impair such right or remedy or be construed as a waiver.

18. The person or persons signing on behalf of any party expressly represent and affirm, with respect to the party for whom he/she/they are signing the Agreement, that he/she/they have the authority to execute this Agreement on behalf of that party and to thereby bind that party.

19. The parties represent that they have had the opportunity to review the terms of this Settlement Stipulation and Agreement with their legal counsel, and they understand all of the terms, conditions, and obligations contained herein.

20. The parties agree that this Agreement may be executed in counterparts and desire that the terms set forth herein be approved as an Order of Court.

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

22. The provisions of this Agreement shall survive the settlement contemplated hereunder.

IN WITNESS WHEREOF, the Township and the Property Owner have executed this Settlement Stipulation and Agreement with the intent to be legally bound.

ATTEST:

NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS

By: _____
MATT WEST, Manager

By: _____
GREGORY T. HOOD, Chairman

WITNESS:




EDWARD MORTIMER




J. TODD SAVARESE, ESQUIRE

EXHIBIT "A"

Bonnie Rossmann

From: Jeffrey P. Garton
Sent: Wednesday, April 27, 2022 2:41 PM
To: Bonnie Rossmann
Subject: FW: Edward Mortimer / Land Use Appeal

From: TJ Walsh <twalsh@twalshlaw.com>
Sent: Wednesday, April 27, 2022 1:47 PM
To: Jeffrey P. Garton <JGarton@begleycarlin.com>
Cc: Michael Walsh <mwalsh@newbritaintownship.org>; Matt West <mwest@newbritaintownship.org>
Subject: Edward Mortimer / Land Use Appeal

Jeff –

Per our call, please accept this email as notice that the New Britain Township Zoning Hearing Board (“ZHB”) is not involved in the pending land use appeal filed by Mr. Edward Mortimer from the ZHB’s decision to deny his 2020 application, nor the discussions between Mr. Mortimer and the Township to settle the appeal in court.

Please let me know if you require anything further.

Best,

TJ

Thomas J. Walsh III, Esq.

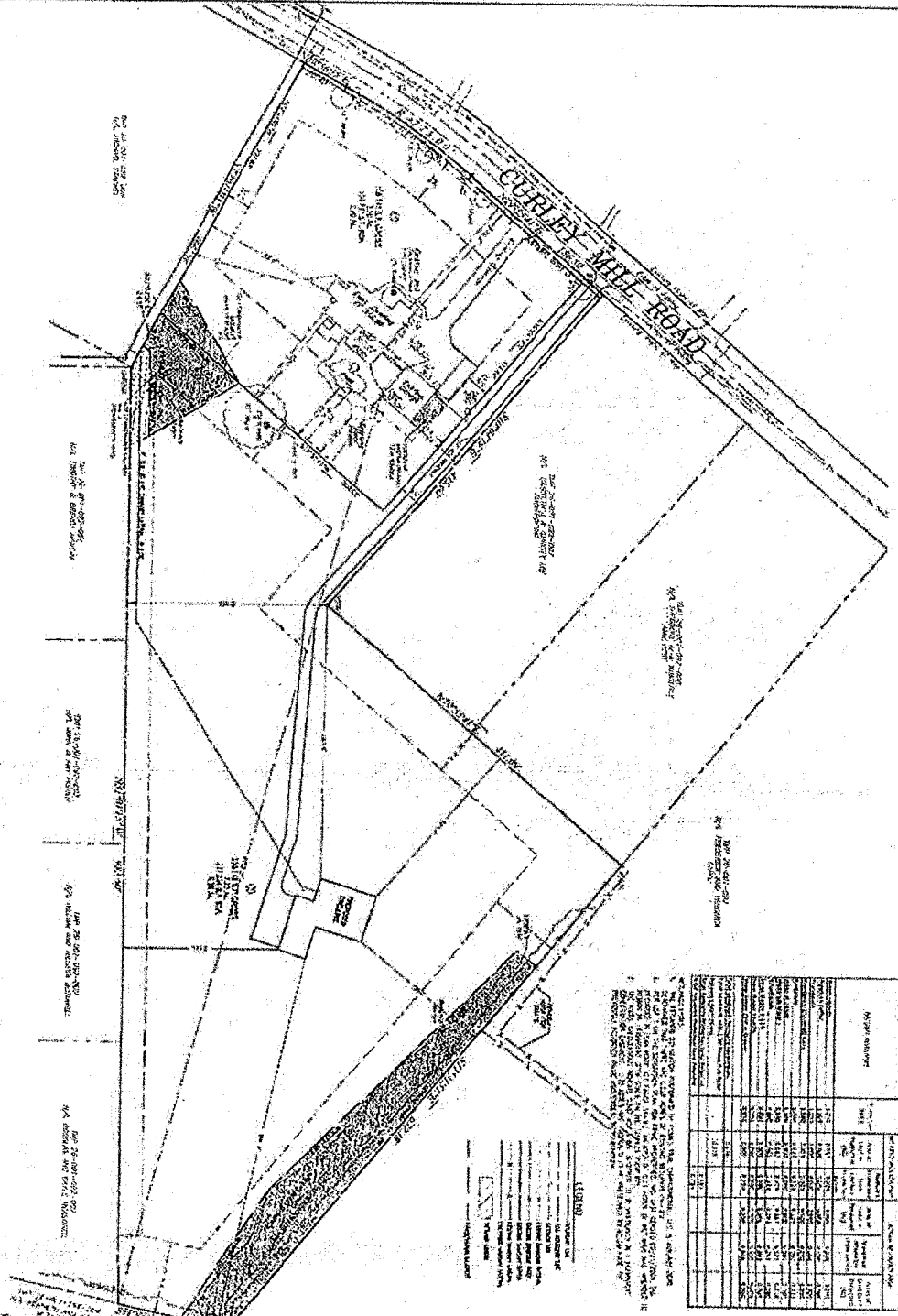


3655 Route 202, Suite 105
Doylestown, PA 18902
267.247.5024 tel | 267.247.5668 fax
twalsh@twalshlaw.com

EXHIBIT "B"

1-800-242-1776

FOR INFORMATION ONLY
 THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION OF ANY STRUCTURE OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.
 ALL RIGHTS RESERVED
 H. L. SHROUT & ASSOCIATES, INC.



ALL RIGHTS RESERVED
 H. L. SHROUT & ASSOCIATES, INC.

NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	11/17/73
2	FINAL PLAN	11/17/73

33P-26-001-092

2-LOT MINOR
 SUBDIVISION PLAN

H. L. Shrouder
 & Associates, Inc.
 1117 W. 10th St.
 Topeka, Kansas 66604

EDWARD MORTIMER
 55 CURLY MILL ROAD
 CHURCHVILLE, PA. 19314

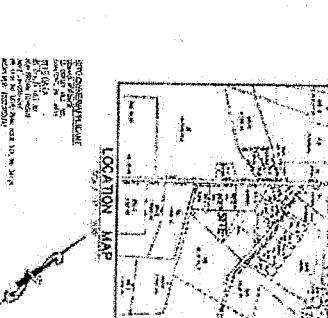
1 of 3

A-2

A-2

DETAILED LOT DATA

Lot No.	Area (Ac.)	Area (Sq. Ft.)	Front Footage (Ft.)	Depth (Ft.)	Width (Ft.)	Notes
1	0.12	8,100	100	100	100	
2	0.12	8,100	100	100	100	



GENERAL NOTES

1. THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION OF ANY STRUCTURE OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.
2. ALL RIGHTS RESERVED.
3. H. L. SHROUT & ASSOCIATES, INC.

LEGEND

- UNIMPROVED LOT
- IMPROVED LOT
- EASEMENT
- UTILITY LINE
- CURB
- DRIVEWAY
- SIDEWALK
- FENCE
- TREE
- SHED
- GARAGE
- POOL
- DRIVE
- ROAD
- RAILROAD
- HIGHWAY
- AIRPORT
- WATERWAY
- WOODS
- FIELDS
- PASTURE
- CROPLAND
- UNDEVELOPED LAND

GRAPHIC SCALE

1" = 100'

IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA
CIVIL ACTION

EDWARD MORTIMER
Plaintiff

v.

NEW BRITAIN TOWNSHIP
ZONING HEARING BOARD, et al
Defendants

:
:
:
:
:
:
:
:
:
:
:

NO. 2020-06335

LAND USE APPEAL

ORDER

AND NOW, this _____ day of _____, 2022, upon consideration of the Settlement Stipulation and Agreement of the parties, the Settlement Stipulation and Agreement is hereby entered as an Order of Court.

BY THE COURT:

J.



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

BOARD MOTION

Date: May 16, 2022

I MOVE THAT: The Board approve the recommendation of the color GREEN / BROWN / BEIGE for fence and pump house to be constructed, owned, and maintained by the Chalfont-New Britain Township Joint Sewer Authority at Veterans Park, per the attachments.

Presented By: _____

Seconded By: _____

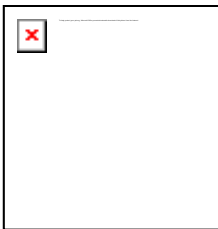
Michael Walsh

From: Janene Marchand <jmarchand@gilmore-assoc.com>
Sent: Tuesday, April 26, 2022 2:16 PM
To: Matt West
Cc: Michael Walsh; Craig Kennard
Subject: FW: CNB Sewer- new pump station
Attachments: PS #9 5-2018.jpeg

As you're aware, CNBTJSA is requesting the Board's preference of the color of the fence around proposed Pump Station #4: **Green, brown or beige**. Should this be added to the May 16th BOS agenda? Please be advised that the Waiver of LD letter from Mr. Nelson had a condition of approval as follows:

- d. Show the installation a chain link fence with opaque, neutral colored slats around the site;

Thank you,



Janene Marchand, P.E., Project Engineer

Gilmore & Associates, Inc.

65 E. Butler Avenue, Suite 100, New Britain, PA 18901

Main: 215-345-4330 x364 | Fax: 215-345-8606

www.gilmore-assoc.com | BUILDING ON A FOUNDATION OF EXCELLENCE

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From: John Schmidt <jschmidt@cnbsa.org>
Sent: Thursday, April 21, 2022 12:11 PM
To: Matt West <mwest@newbritaintownship.org>
Cc: Janene Marchand <jmarchand@gilmore-assoc.com>; Joe Nolan-CKS <jnolan@cksengineers.com>; Richard Heverly <rheverly@cnbsa.org>
Subject: CNB Sewer- new pump station

Matt-

We are in the process of ordering equipment for our pump station project on New Galena Road. In our meetings with the Twp we had showed photos of existing pump stations to show approximately what the new one will look like. As you can see in the attached photo, the fence and the backup pump are Green, as is all of our other pump stations. However, at some point someone at the Twp suggested a different color would be preferred. Although we would prefer to standardize to all the same color (Green), we can select whatever makes the Twp happy.

Although there are hundreds of color choices the backup pump, the selections for the fence are pretty much limited to **Green, Brown, or Beige**. We would thus match the pump to whatever you select for the fence.

Please let me know your preference asap.

Thx,

JOHN

John E. Schmidt
Executive Director





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

BOARD MOTION

Date: May 16, 2022

I MOVE THAT: The Board approve the installation of a Free Little Library at Veterans Park as presented by Cassandra Cocca and per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Matt West, Township Manager
FROM: Chelle Clancy, Parks & Recreation Coordinator
DATE: March 25, 2022
RE: Parks & Recreation Advisory Board Recommendations from March 15th Meeting

At the March 15th, 2022 Parks & Recreation Board Meeting, the following recommendations were made by the Parks & Recreation Advisory Board regarding:

- Free Little Library at Veterans Park:** Cassandra Cocca proposed a Free Little Library at Veterans Park. Mrs. Cocca will handle the build, management, maintenance, and upkeep of the Free Little Library. She will also stock the library with books, monitor, and add books as needed throughout the year. With regards to vandalism, she will fix any vandalism that occurs to the library. For the construction, the library would be made of plywood and plexiglass. The overhang and roof style will aid in the weather protection of the books. A footer would be put in with the help of the Park & Recreation Department. Park & Recreation Board unanimously recommended the Board of Supervisors to review the project and asked staff for a proposed location: <https://lazyguydiy.com/lazy-guy-diy/2017/09/11/Lazy-Little-Library-Build>

Staff and Mrs. Cocca recommended a location next to the path for proximity to the parking lot and pavilion table which will also be easier to mow around and maintain. There is a one-time charter fee of \$40 to officially list the library. See below image with PVC staked for the recommended location of the library.





MEMO

TO: Board of Supervisors, Matt West
FROM: Veterans Committee
DATE: April 20, 2022
RE: Free Little Library at Veterans Park - Recommendation

At the April 20, 2022, Veterans Committee meeting a proposal from Cassandra Cocca for a Free Little Library at Veterans Park was reviewed by the committee. Ms. Cocca's proposal is to build, manage, maintain, & upkeep the Free Little Library at no cost to the Township. The Veterans Committee recommended that some sort of collar be installed at the base to protect the base from weed whacking to reduce long term maintenance costs. The committee was in favor of the proposal.

Recommendation:

The Veterans Committee recommended unanimously the Board of Supervisors review Ms. Cocca's proposal for the Free Little Library at Veterans Park and consider the proposal for approval at the May 16, 2022, Business meeting.



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

BOARD MOTION

Date: May 16, 2022

I MOVE THAT: The Board approve the hiring of Brian Williams to the Public Works Department as a Laborer/Operator/Truck Driver, effective May 16, 2022.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: May 16, 2022

I MOVE THAT: The Board approve the Agreement of Sale for a Conservation Easement on the Gilmore property, TMP #26-004-010, located at the corner of King Road and Keller Road, per the attachments.

Presented By: _____

Seconded By: _____

**CONSERVATION EASEMENT
AGREEMENT OF SALE**

THIS AGREEMENT is made this _____ day of _____ A.D., 2022, between **NEW BRITAIN TOWNSHIP** of 207 Park Avenue, Chalfont, Pennsylvania 18914 (hereinafter referred to as "**Buyer**") and **AUBREY P. GILMORE**, with a mailing address of 2075 Scheetz Church Road, Quakertown, Pennsylvania 18951 (hereinafter referred to as "**Seller**").

In consideration of the mutual and several covenants and agreements set forth below, the Buyer and Seller, intending to be legally bound, covenant and agree as follows:

1. **The Transaction.** Subject to the terms and conditions set forth below, Seller agrees to sell, and Buyer agrees to purchase:
 - a. A Conservation Easement and Declaration of Covenants ("**Conservation Easement**") substantially in the form attached hereto and incorporated herein as Exhibit "A" on approximately 35.0 acres of land ("**Eased Area**"), affecting the 38.68 acre property owned by Seller located along King Road and Keller Road in New Britain Township, Bucks County, Pennsylvania, also known as Tax Map Parcel No. 26-004-010 ("**Property**"). Said Eased Area shall be more fully described through an Easement Plan approved by the parties prior to settlement.
2. **Purchase Price.** Seller intends to donate the Conservation Easement to Buyer in consideration of Buyer's obligation to perform an easement survey of the Property; prepare, obtain approval thereof, and record a phased three lot subdivision of the Property in general accordance with the sketch plan attached hereto and incorporated herein as **Exhibit "A"** ("**Subdivision Plan**"); and to pay any and all recordation and settlement costs for the Conservation Easement and the Subdivision Plan, other than as provided below. Buyer shall record the Subdivision Plan in two phases in compliance with Act 319 requirements as set forth below, with the understanding that the Subdivision Plan shall show the phase lines.
3. **Contingencies.** This Agreement of Sale is contingent upon the following:
 - a. Completion of a Phase I Environmental Audit or such other investigation within the discretion of Buyer, which shall be at the sole cost of Buyer.
 - b. Conveyance of title to the Conservation Easement free and clear of all liens, mortgages, and other encumbrances as more fully set forth in Section 4 below.

- c. Buyer at its own expense, will obtain a survey of the Property to prepare the Easement Plan showing the Eased Area on the Property and segregating the Highest Protection Area, Standard Protection Area, and Minimum Protection Area. The Easement Plan shall be prepared in general accordance with *Exhibit "A"*.
- d. Buyer, at its own cost and expense, will obtain the survey of the Property necessary to prepare the Subdivision Plan of the Property; prepare the Subdivision Plan in general accordance with *Exhibit "A"*; and record such Plan. Buyer shall review and execute the Subdivision Plan prior to or at the Closing on the Conservation Easement.
- e. Buyer, at its own cost and expense, will obtain and/or prepare baseline documentation of the Eased Area which Seller shall review and sign prior to or at the Closing.
- f. If necessary, Seller shall obtain any Mortgage Subordination Agreement(s) from their lender(s) who may have liens on the Property.

4. Title.

- a. The title to be conveyed from Seller to Buyer shall be a good and marketable title, and shall be insurable, at regular rates by the title company selected by Buyer, and shall be free and clear of all liens and encumbrances, including municipal and governmental assessments for municipal and governmental improvements now existing or which shall exist as of the date of closing hereunder, and shall be free and clear of restrictions, covenants and agreements, except as are consented to and accepted by Buyer. The parties agree that Act 319 covenants are acceptable title restrictions. Buyer shall determine if there are title objections within sixty (60) days of the execution of this Agreement. If Seller determines that they are unable to deliver acceptable title to Buyer at closing, Seller shall so notify Buyer no later than twenty (20) days prior to closing. Within fourteen (14) business days of Buyer's receipt of such notification, Buyer shall notify Seller that Buyer has elected to:
 - 1. Cause the removal of the exceptions and objections necessary to permit title to be insured;
 - 2. Terminate the Agreement; or
 - 3. Waive the title impairment and close under this Agreement.
- b. Seller agrees that they will not subject the Property to any easements, restrictions, encumbrances, or other title impairments or clouds without first securing the written consent of Buyer from the date of Seller's acceptance of this Agreement through the date finally fixed for closing. If Seller creates any monetary encumbrance or other title impairment, or if any such encumbrance or impairment attaches to the Property, Seller

shall immediately provide notice to Buyer of such encumbrance/impairment. Within fourteen (14) business days of Buyer's receipt of such notification, Buyer shall notify Seller that Buyer has elected to:

1. Cause the removal of the encumbrance;
 2. Terminate the Agreement; or
 3. Waive the title impairment and close under this Agreement.
- c. The parties acknowledge and agree that the last Deed recorded with the Bucks County Recorder of Deeds Office shows that title to the property is in the name of the Seller and Anna E. Gilmore. However, Anna E. Gilmore died on the 15th day of April, 2013, and thus, title remains solely in the name of Aubrey P. Gilmore.
- 5. Documents.** At closing, Seller shall deliver the documents identified in Paragraphs 5.a. through 5.c. to Buyer or Buyer's title insurance company:
- a. The Conservation Easement substantially in the form attached hereto and incorporated herein as *Exhibit "B"* in recordable form properly executed by Seller and acknowledged, together with Affidavits of Title, and sufficient proofs necessary to remove all title exceptions (except those to which the title is subject, pursuant to Paragraph 4, or to those to which Buyer may consent).
 - b. The Subdivision Plan, in recordable form, properly executed by Seller and acknowledged.
 - c. Copies of all permits, licenses, and approvals pertaining to the Property that may have been issued in Seller's name, if any, that may affect the Property, and which may need to be assigned to Buyer.
 - d. Such other documents as may be reasonably necessary to carry out the purposes of this Agreement.
- 6. Closing.** Closing on the Grant of Conservation Easement shall take place on or before December 1, 2022, provided that all appraisals, baseline documents, and surveys necessary to complete the Conservation Easement and the Subdivision Plan have been completed at Buyer's expense. At the Closing, Seller shall deliver fully executed copies of the Conservation Easement and the Subdivision Plan to Buyer, excepting only those encumbrances or objections created or permitted by Buyer or by Seller with Buyer's consent. The title to the Property will be such as to be insurable by a reputable title insurance company at regular rates as described in Section 4 above. **The parties agree that if Closing cannot occur on or before December 1, 2022, the parties shall agree to act in good faith so as to extend the date for Closing. Seller acknowledges and agrees, however, that if Closing takes place after December 31, 2022, the creation of the second lot to be created pursuant to Paragraph 2 of this Agreement will be**

extended to 2024 so as to not effectuate a breach of the Act 319 covenant recorded against the Property.

7. **Recording.** At Buyer's option, Buyer may record a Memorandum of this Agreement and Seller agrees to sign such Memorandum.
8. **Rents and Taxes.** Seller shall pay all real estate taxes no later than the due date for such taxes annually and provide proof of such payment to Buyer at Buyer's written request. This obligation shall survive closing. At the delivery of the Conservation Easement, Seller agrees to pay real estate transfer taxes, if any, applicable to the transaction.
9. **Entry Prior to Closing/Feasibility.** Buyer and Buyer's agents, representatives, engineers, and other persons designated by Buyer shall have the right from time to time from and after the date of this Agreement to enter upon the Property upon the giving of reasonable notice to Seller for purposes of inspection, surveying, preparation of plans, taking of measurements, conducting non-invasive tests, and generally, for the determination of the condition of the Property and the obtaining of such other information and data as may be necessary by Buyer to determine the suitability of the Property for the Conservation Easement. This right is subject only to Buyer's obligation to restore the Property to its prior condition. Upon execution of this Agreement, Seller shall deliver to Buyer, or make available to Buyer without cost, all existing plans, surveys, environmental reports, soil and wetland analysis reports, and such other reports or materials, if any, pertaining to the Property in Seller's possession or control which shall be returned to Seller in the event that closing does not occur.
10. **Compliance with Ordinances.** Before and after closing, any ordinances which are either pending or adopted for which a lien could be filed are to be complied with at the expense of Seller. This covenant shall survive closing.
11. **Notices.** Seller represents and warrant to Buyer that at the date of this Agreement, Seller has not received any written notice of any kind that has been issued by any public authority relating to the Property requiring any corrective action. Seller agrees that from the effective date of this Agreement and thereafter until closing, Seller will notify Buyer if Seller receives a notice or communication from any governmental unit or other body having the power of eminent domain indicating that the Property, or any portion thereof, will or may be condemned or affected by any zoning amendment. In the event that any such notice is received by Seller after the date of this Agreement, Seller shall promptly notify Buyer in writing of such notice, and Buyer shall have the option exercisable within thirty (30) days after the receipt of such notice of proceeding to closing or declaring this Agreement null and void.
12. **Condition of Property.**
 - a. All trees, shrubberies, and plants on the Property are subject to the restrictions outlined in the Conservation Easement. Seller agrees to maintain the condition of the Property that will be subject to the Conservation Easement, in the same

condition as it currently is through closing, and thereafter, in accordance with the Conservation Easement. Seller shall not be obligated to remove trash, debris, and junk from the Eased Area prior to the preparation of the Baseline Documentation and prior to the Closing. However, Seller may not add any additional trash, debris, or junk on the Eased Area.

- b. Seller further agrees that they will not, nor will they permit any person to dump debris, waste, or other materials upon the Property without first securing the written consent of Buyer. Seller may place clean fill on the Property to prevent or repair erosion or otherwise improve the Property.

13. Condemnation. Seller shall notify Buyer within three (3) business days of their receipt of notice from the planned or actual exercise of the right of eminent domain for all or any portion of the Property. Any taking or condemnation for any public or quasi-public purpose, or use by any competent authority in appropriate proceedings, or by right of eminent domain that has a material adverse effect upon Buyer's planned Conservation Easement on the Property shall permit Buyer, at its option, to terminate this Agreement by giving notice to Seller within thirty (30) days of Buyer's receipt of such notice of condemnation. If Buyer does not terminate this Agreement under this Paragraph 13, the parties shall share in any awards or other proceeds received by Seller with respect to such taking in accordance with the eminent domain law.

14. Seller's Warranties. Seller warrant and represent to Buyer, as of the date of this Agreement and as of the date of closing, as follows:

- a. That any and all prior agreements, if any, that Seller have signed pertaining to the sale or transfer of the Property are null and void, and that the only effective agreement pertaining to the purchase and sale of the Property is this Agreement.
- b. That to the best of Seller's knowledge, Seller have not caused any hazardous or toxic substances to be released upon or placed on or under the Property.
- c. That Seller has received no notice from any governmental agency, including New Britain Township, the Pennsylvania Department of Environmental Protection, or the U.S. Environmental Protection Agency, advising Seller of any ordinance, statute, or regulation violation affecting or pertaining to the Property.
- d. That to the best of Seller's knowledge, the Property does not contain any underground storage tanks.
- e. That there is no action, suit, or other proceeding pending or, to the best of Seller's knowledge, threatened against or affecting the Property that would or could affect title to the Property or Buyer's ability to grant the Conservation Easement.
- f. That to the best of Seller's knowledge, the Property is free from toxic, hazardous, radioactive, infectious, or medical wastes, substances, or materials.

- g. The Seller warranties as noted in this Paragraph shall be interpreted in a manner such that Seller has notified and Buyer acknowledges that the Property was the site of a farm dump and the Seller representations as noted in this Paragraph do not extend to the content of the farm dump. Seller, however, does acknowledge that Seller has no knowledge regarding the conditions of the materials in the farm dump.

The foregoing warranties shall apply for the duration of this Agreement and shall survive settlement.

15. Remedies for Breach.

- a. If Buyer breaches this Agreement by failure to undertake a required action or otherwise, Seller's sole remedy shall be to declare this Agreement null and void. Before Seller may exercise this remedy, Seller shall give Buyer notice of default specifying the breach. Upon receipt of such notice, Buyer shall have a period, not to exceed sixty (60) days ("*Cure Period*") within which to cure the breach. If Buyer cures the breach within the Cure Period, Seller's right to declare this Agreement null and void shall expire with respect to the breach cured by Buyer within the Cure Period. If Buyer fails to cure a breach within the Cure Period, Buyer shall immediately execute and deliver to Seller all documents necessary to terminate Buyer's equitable interest in the Property in recordable form.
- b. If Seller, without cause, refuse to deliver any deeds or other documents as required by this Agreement, Buyer shall be entitled to specific performance or to declare this Agreement null and void. Specific performance shall mean an action designed to compel Seller to perform their obligations under the terms of this Agreement.
- c. If Seller neglect to pay any real estate taxes, Buyer retains the right to make such payments on Seller's behalf, and lien the Property for reimbursement of these payments in accordance with the Pennsylvania Municipal Lien Law.
- d. If Seller breaches this Agreement in any material fashion, and if the breach can be cured by the payment of a liquidated sum of money, Buyer retains the right to make such payments on Seller's behalf, and lien the Property for reimbursement of these payments in accordance with the Pennsylvania Municipal Lien Law.
- e. If either party exercises any of their remedies set forth in this Paragraph 15, in addition to the remedies therein provided, such party shall also have the right to recover from the breaching party the prevailing party's reasonable expenses in exercising its rights, including but not limited to, reimbursement for its reasonable attorney's fees.
- f. The remedies provided to either party under this Paragraph 15 shall be cumulative.

16. **Broker Commissions.** Buyer and Seller each represent to the other that neither has dealt with any real estate broker or agent in connection with this transaction. In the event that any real estate broker or agent asserts a claim for a commission, fee, or other compensation relating to this transaction, the party with whom it is asserted such real estate broker or agent dealt shall indemnify and hold harmless the other party for such commission, fee, or compensation, and shall defend all actions seeking same.
17. **Assignment.** Buyer may assign all rights under this Agreement to another governmental agency or qualified environmental conservation entity subject to the prior consent of Seller, which will not be unreasonably withheld. Seller agrees to not to withhold their consent if the proposed assignee is a financially responsible party capable of assuming Buyer's obligations under the Agreement.
18. **Effective Date.** The Effective Date of this Agreement shall be that date that Buyer officially accepts this Agreement following Seller's submission of the same. Acceptance shall occur when Buyer affixes its signature to this Agreement, in accordance with official action taken at a public meeting.
19. **Act 319 Covenant.** Seller shall maintain the status of the preferential assessment on the Property, if applicable, and shall not subject the Property to roll back taxes or penalties by breaching the Act 319 Assessment. If Seller causes the preferential assessment to be breached through their conduct or through conduct of an outside party, Seller remains responsible for the payment of such roll back taxes. To assist Seller with maintaining the Property's Act 319 status, Buyer shall design, phase, and record the Subdivision Plan so that the subdivision of the two building lots from the remainder of the Property will not breach the Act 319 Covenant on the Property. Moreover, Buyer, with Seller's assistance if necessary, shall attempt to obtain written confirmation from the Bucks County Board of Assessment that the subdivision of the Property shown on the Subdivision Plan shall not violate Act 319 or breach the Act 319 Covenant on the Property. Buyer agrees that Buyer shall take no action, except with the express written consent or concurrence of Seller, to jeopardize or otherwise breach the provisions of the Act 319 Covenant.
20. **Buyer's Privileges.** During the term of this Agreement, Buyer shall have the following rights and privileges with respect to the Property:
 - a. To qualify the Property for any land preservation program, provided that Seller grants their consent, which will not be unreasonably withheld.
 - b. To enter the Property from time to time upon prior notice to Seller, to ensure that the Property subject to the Conservation Easement is being maintained in accordance with the restrictions therein contained.
21. **Modifications.** To be valid, any amendment, revision, or other change to this Agreement must be in writing and signed by both parties.

22. **Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, grantees, successors, and permitted assigns, including Seller's successor in title to the Property.
23. **Governing Law.** This Agreement is made in, and shall be governed by, the laws of the Commonwealth of Pennsylvania. Any action or claim arising out of this Agreement shall only be filed in the Court of Common Pleas of Bucks County, Pennsylvania.
24. **Notices.** Any notice ("*Notice*") required under this Agreement to be effective must be in writing and hand delivered to the party entitled to such Notice or given by mail. If given by mail, Notice must be by certified mail, return receipt requested, postage pre-paid as follows:

To Seller: Aubrey P. Gilmore
2075 Scheetz Church Road
Quakertown, PA 18951


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

With Copy To: Jeffrey P. Garton, Esquire
Begley, Carlin & Mandio, LLP
680 Middletown Boulevard
Langhorne, PA 19047

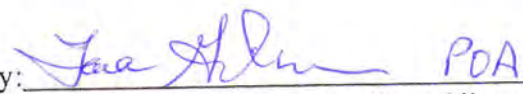
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have set their hands and seals on the dates below written:

APPROVAL BY SELLER

AUBREY P. GILMORE:



Witness

By:  POA
Aubrey P. Gilmore, by Tara Gilmore,
His Power of Attorney

APPROVAL BY BUYER

**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., 2022, 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.

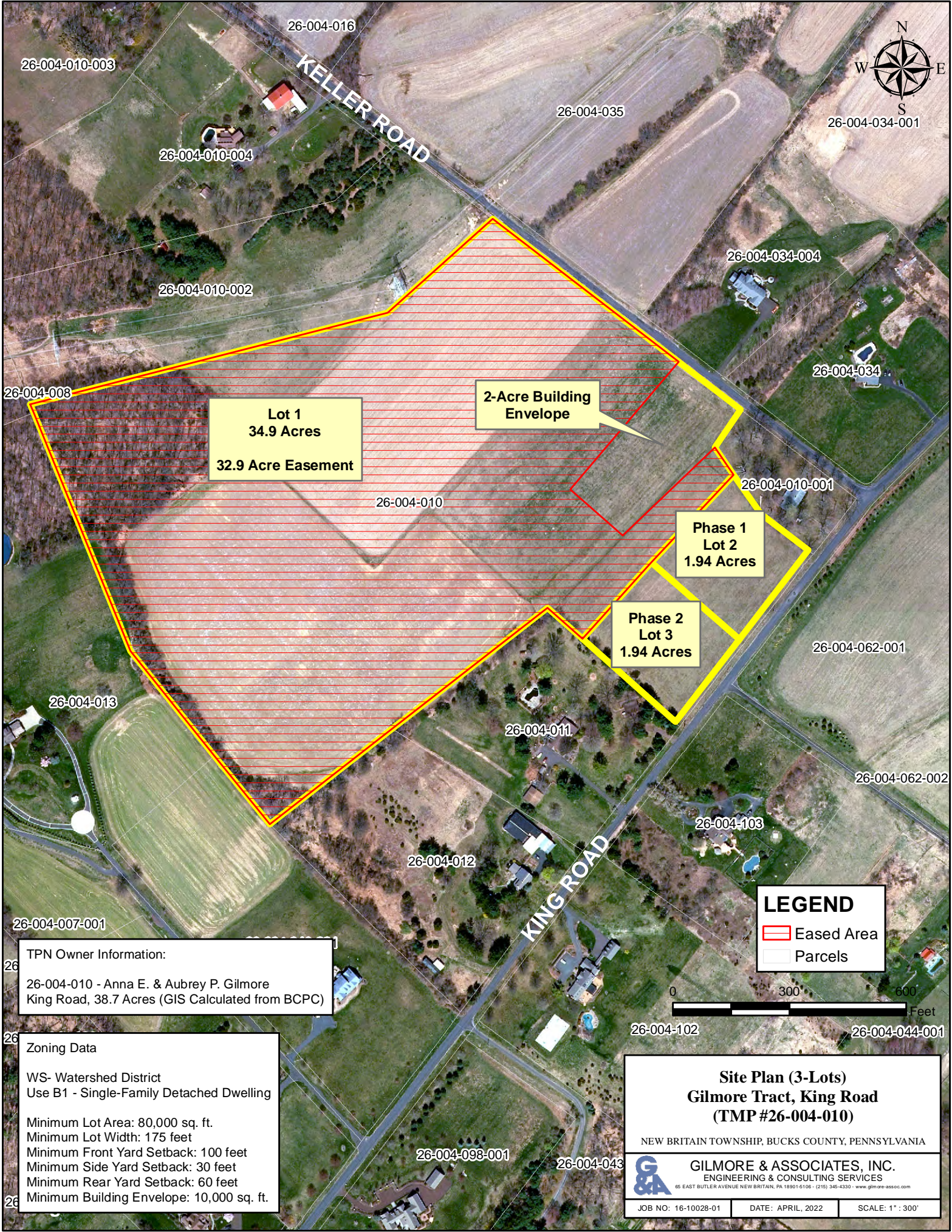
By: _____
Name: Gregory T. Hood
Title: Chairman

ATTEST:

Matt West, Manager

EXHIBIT “A”
(Sketch Plan)

EXHIBIT "B"
(Conservation Easement)



Lot 1
34.9 Acres
32.9 Acre Easement

2-Acre Building Envelope

Phase 1
Lot 2
1.94 Acres

Phase 2
Lot 3
1.94 Acres

LEGEND
[Red outline] Eased Area
[White outline] Parcels



TPN Owner Information:
26-004-010 - Anna E. & Aubrey P. Gilmore
King Road, 38.7 Acres (GIS Calculated from BCPC)

Zoning Data
WS- Watershed District
Use B1 - Single-Family Detached Dwelling

Minimum Lot Area: 80,000 sq. ft.
Minimum Lot Width: 175 feet
Minimum Front Yard Setback: 100 feet
Minimum Side Yard Setback: 30 feet
Minimum Rear Yard Setback: 60 feet
Minimum Building Envelope: 10,000 sq. ft.

Site Plan (3-Lots)
Gilmore Tract, King Road
(TMP #26-004-010)
NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES
65 EAST BUTLER AVENUE NEW BRITAIN, PA 18901-6106 • (215) 346-4330 • www.gilmre-assoc.com

JOB NO: 16-10028-01 DATE: APRIL, 2022 SCALE: 1" = 300'

**EXHIBIT "B" TO THE
CONSERVATION EASEMENT
AGREEMENT OF SALE**

Prepared By: Jeffrey P. Garton, Esquire
Begley Carlin & Mandio, LLP
680 Middletown Boulevard
Langhorne, PA 19047

Return To: Jeffrey P. Garton, Esquire
Begley Carlin & Mandio, LLP
680 Middletown Boulevard
Langhorne, PA 19047

TMP # 26-004-010

**GRANT OF CONSERVATION EASEMENT
AND DECLARATION OF COVENANTS**

THIS GRANT OF CONSERVATION EASEMENT AND DECLARATION OF COVENANTS ("Grant") dated as of _____ (***"Easement Date"***), by and between ***AUBREY P. GILMORE***, with a mailing address of 2075 Scheetz Church Road, Quakertown, Pennsylvania 18951 (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 ***"Holder"***).

ARTICLE I - BACKGROUND; GRANT TO HOLDER

1.01 Property. Landowner is the owner, in fee simple, of the lands described in ***Exhibit A*** (hereinafter referred to as the ***"Property"***) pursuant to the deed recorded with the Bucks County Recorder of Deeds on May 18, 1977 at Book 2237, Page 1087. The Property is also described as:

Street address:	King Road and Keller Road	Parcel Identifier:	26-004-010
Municipality:	New Britain Township	Property Acreage:	38.68 (est.)
County:	Bucks County	Area Subject to Conservation	
State:	Pennsylvania	Easement Acreage:	35.00 (est.)

1.02 Easement; Covenants.

- (a) **Easement.** By this Grant, Landowner grants and conveys to Holder an unconditional and perpetual easement upon a portion of the Property (hereinafter referred to as the ***"Eased Area"***) for the purpose of advancing the Conservation

Objectives described below (hereinafter referred to as the "**Conservation Easement**"). The Conservation Easement permits Holder to prohibit activities, uses, and Improvements inconsistent with the Conservation Objectives. Article 6 more fully describes the rights this Conservation Easement affords to the Holder.

- (b) **Landowner Covenants.** By this Grant, Landowner, in furtherance of the Conservation Objectives, establishes covenants imposed upon Landowner's interest in the Property, which are set forth in Articles II through V. Article VII addresses potential violations of these covenants and remedies.
- (c) **Holder Covenants.** By this Grant, Holder accepts the Conservation Easement and, in furtherance of the Conservation Objectives, establishes covenants binding upon Holder's easement interest in the Property, which are set forth in Article VI.

1.03 Easement Plan.

- (a) Attached as **Exhibit B** is a survey or other graphic depiction of the Property and the Eased Area (hereinafter referred to as the "**Easement Plan**") showing, among other details, the location of one or more of the following areas — the Highest Protection Area, the Standard Protection Area, and the Minimal Protection Area.
- (b) If at the time of construction of the initial residence upon the Minimal Protection Area of Lot 1, as depicted upon the Easement Plan, it is determined that the current location and configuration of this Minimal Protection Area is not conducive to such development due to a high water table, this Minimal Protection Area may be shifted and/or reconfigured along the frontage of Keller Road to find a more suitable building site for the residence. The new location of this Minimal Protection Area shall be memorialized by the recording of an amended Easement Plan revising the location of this Area on this Lot. Any new location/configuration of this Minimal Protection Area shall maintain its current size of two (2) acres; shall maintain a minimum of 175 feet of contiguous frontage along Keller Road; shall maintain a minimum of 100 feet of contiguous frontage along Keller Road for the Standard Protection Area. This shifting/reconfiguration of this Minimal Protection Area shall only occur once and shall be approved in writing by both Landowner and Holder. No other part of the Easement Plan shall be revised under this provision.

1.04 Conservation Objectives. The resource-specific and area-specific purposes of the Conservation Easement (hereinafter collectively referred to as the "**Conservation Objectives**") are as follows:

- (a) **Resource-Specific:**
 - (1) **Water Resources.** To maintain and improve the quality of water resources, both surface and groundwater, within, around, and downstream of the Eased Area.

- (2) **Biological Resources.** To protect and improve the quality of natural habitat in the Eased Area for animals, plants, fungi, and other organisms, particularly Native Species.
- (3) **Soil Resources.** To prevent the loss and depletion of soil on the Eased Area.
- (4) **Scenic Resources.** To protect scenic views of the Eased Area visible from public rights-of-way and other public access points outside the Property.
- (5) **Ecosystem Services.** To absorb within the Eased Area rainwater that otherwise might cause erosion and flooding downstream of the Property; to sequester carbon in plants and soil to mitigate rising atmospheric carbon levels; and to support other healthy ecosystem processes.

(b) **Area-Specific:**

- (1) **Highest Protection Area.** To protect and enhance the richness of biodiversity and natural habitat, keeping the area wild or undisturbed in character.
- (2) **Standard Protection Area.** To promote good stewardship of the land so that it will always be able to support open space activities including Sustainable Agriculture or Sustainable Forestry.
- (3) **Minimal Protection Area.** To accommodate, subject to moderate constraints, a wide variety of activities, uses, and Improvements, including a dwelling unit, confining them to the Minimal Protection Area where they will not be detrimental to the achievement of other Conservation Objectives.

1.05 Baseline Documentation. As of the Easement Date, Landowner and Holder have signed an acknowledgment of the accuracy of a report (hereinafter referred to as the "**Baseline Documentation**") to be kept on file at the principal office of Holder. The Baseline Documentation contains an original, full-size version of the Easement Plan and other information sufficient to identify on the ground the protection areas identified in this Article; that describes Existing Improvements; identifies the conservation resources of the Eased Area described in the Conservation Objectives; and includes, among other information, photographs depicting existing conditions of the Eased Area as of the Easement Date.

1.06 Defined Terms. Initially capitalized terms not defined in this Article I are defined in Article IX.

1.07 Federal Tax Issues. The provisions of this Section supplement and, to the extent of an inconsistency, supersede provisions set forth elsewhere in this Grant.

- (a) Qualified Conservation Contribution.** The Conservation Easement has been donated in whole or in part by the Landowner. The donation of the Conservation Easement by this Grant is intended to qualify as a charitable donation of a partial interest in real estate (as defined under §170(f)(3)(B)(iii) of the Code) to a Qualified Organization. If the Conservation Easement is transferred to any Person, that Person must commit to hold the Conservation Easement exclusively for conservation purposes as defined in the Regulations.
- (b) Public Benefit.** Landowner has granted the Conservation Easement to provide a significant public benefit (as defined in §1.170A-14(d)(4) of the Regulations). In addition to the public benefits described in the Conservation Objectives, the Baseline Documentation may identify other information supporting the significant public benefit of the Conservation Easement.
- (c) Mineral Interests.** Landowner represents that no Person has retained a qualified mineral interest in the Property of a nature that would disqualify the Conservation Easement for purposes of §1.170A-14(g)(4) of the Regulations. From and after the Easement Date, the grant of such an interest is prohibited, and Holder has the right to prohibit the exercise of such a right or interest if granted in violation of this provision.
- (d) Notice Required under Regulations.** To the extent required for compliance with §1.170A-14(g)(5)(ii) of the Regulations, and only to the extent such activity is not otherwise subject to Review under this Grant, Landowner agrees to notify Holder before exercising any reserved rights they have that may have an adverse impact on the conservation interests associated with the Property. For the purpose of this Conservation Easement, reserved rights shall be those rights reserved to the Landowner as set forth in this Conservation Easement.
- (e) Extinguishment.** In accordance with §1.170A-14(g)(6) of the Regulations, Landowner agrees that (1) the grant of the Conservation Easement gives rise to a real estate right, immediately vested in Holder, that entitles Holder to compensation upon extinguishment of the easement; and (2) extinguishment for unexpected changes that make impossible or impractical the continued use of the Eased Area for conservation purposes (as defined in the Regulations) can only be accomplished by judicial proceedings. The fair market value of the right is to be determined in accordance with the Regulations; i.e., it is at least equal to the proportionate value that the Conservation Easement, as of the Easement Date, bears to the value of the Property as a whole as of the Easement Date (hereinafter referred to as the "*Proportionate Value*"). If the Proportionate Value exceeds the compensation otherwise payable to Holder under this Grant or Applicable Law, Holder is entitled to payment of the Proportionate Value.

(f) **Acknowledgment of Donation.** Except for the services described above in this Article, Holder acknowledges that no monetary consideration was delivered to the Landowner in consideration of this Grant.

(g) **No Representation of Tax Benefits.** Landowner represents, warrants, and covenants to Holder that:

(1) Landowner has not relied upon information or analyses furnished by Holder with respect to either the availability, amount, or effect of a tax deduction, credit, or other benefit to Landowner under Applicable Law; or the value of the Conservation Easement or the Property.

(2) Landowner has relied solely upon their own judgment and/or professional advice furnished by the appraiser and legal, financial, and accounting professionals engaged by Landowner. If a Person providing services in connection with this Grant or the Property was recommended by Holder, Landowner acknowledges that Holder is not responsible in any way for the performance of services by these Persons.

(3) This Grant is not conditioned upon the availability or amount of a tax deduction, credit, or other benefit under Applicable Law.

1.08 Beneficiaries. No Beneficiary is identified in this Grant.

1.09 Consideration. Landowner acknowledges receipt, as of the Easement Date, of a sum, or other value, in excess of \$1.00 in consideration of this Grant.

1.10 Superior to all Liens. Landowner warrants to Holder that the Property is, as of the Easement Date, free and clear of Liens or, if it is not, that Landowner has obtained and recorded in the Public Records the legally binding subordination of the Liens affecting the Property as of the Easement Date.

1.11 Environmental Contamination.

(a) **Representations and Warranties.** Landowner represents and warrants that, after reasonable investigation and to the best of their knowledge, no substance defined, listed, or otherwise classified pursuant to any Federal, State, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property.

(b) **Remediation.** If, at any time, there occurs, or has occurred, a release in, on or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any Federal, State, or local law, regulation, or requirement

as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Landowner agrees to notify Holder and to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Holder, in which case Holder shall be responsible therefor.

- (c) **Control.** Nothing in this Grant shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Holder to exercise physical or managerial control over the day-to-day operations of the Property, or any of Landowner's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (a.k.a. "CERCLA"), and any corresponding Pennsylvania statute.

ARTICLE II - TRANSFER; SUBDIVISION

2.01 Prohibitions. All of the following are prohibited except as set forth in the next Section:

- (a) **Transfer of Portion of Eased Area.** Transfer of ownership, possession, or use of a portion of the Eased Area, including subsurface portions of the Eased Area, independent of the remainder of the Eased Area.
- (b) **Subdivision.** Change in the boundary or other Subdivision of the Eased Area.
- (c) **Transfer of Density.** Use of open space area protected under this Grant to increase (above limits otherwise permitted under Applicable Law) allowable density or intensity of development within other portions of the Property or outside the Property.
- (d) **Transfer of Rights.** Transfer of development rights or other rights granted or allocated to the Eased Area in support of development outside the Eased Area.

2.02 Permitted Changes. The following changes are permitted:

- (a) **Lots within Eased Area.** If the Eased Area contains more than one Lot, Subdivision to (1) merge two or more Lots into one; or (2) subject to Review, reconfigure one or more of the boundaries of such Lots except a boundary of the Eased Area as described in Exhibit A.
- (b) **Transfer to Qualified Organization.** Subject to Review, creation and transfer of a Lot to a Qualified Organization for park, nature preserve, public trail, or other conservation purposes approved by Holder after Review.
- (c) **Transfer of Rights of Possession or Use.** Subject to Review, transfer of possession or use (but not ownership) of one or more portions of the Eased Area,

including subsurface portions of the Eased Area, for purposes permitted under, and subject to compliance with, the terms of this Grant. Leases of space within the Eased Area are not subject to Review.

2.03 Requirements.

- (a) **Establishment of Lots; Allocations.** Prior to transfer of a Lot following the Subdivision, Landowner must (1) furnish Holder with the plan of Subdivision approved under Applicable Law and legal description of each Lot created by the Subdivision; (2) mark the boundaries of each Lot with permanent markers; and (3) allocate in a document recorded in the Public Records those limitations applicable to more than one Lot under this Grant. This information will become part of the Baseline Documentation incorporated into this Grant. The lots created pursuant to the Subdivision shall include a note that the lot may not be further subdivided.
- (b) **Amendment.** Holder may require Landowner to execute an Amendment of this Grant to reflect a change to the description of the Eased Area set forth in Exhibit A or other changes and allocations resulting from Subdivision that are not established to the reasonable satisfaction of Holder by recordation in the Public Records of the plan of Subdivision approved under Applicable Law.

ARTICLE III - HIGHEST PROTECTION AREA

3.01 Improvements. Improvements within the Highest Protection Area are prohibited except as permitted below in this Article.

- (a) **Existing Improvements.** Existing Improvements may be maintained, repaired, and replaced in their existing locations. Existing Improvements may be expanded or relocated if the expanded or relocated Improvement complies with requirements applicable to Additional Improvements of the same type.
- (b) **Existing Servitudes.** Improvements that Landowner is required to allow because of an Existing Servitude are permitted.
- (c) **Additional Improvements.** The following Additional Improvements are permitted within the Highest Protection Area:
 - (1) Fences, walls, and gates, not to exceed six (6) feet in Height or such greater Height as is approved by Holder after Review.
 - (2) Aside from Regulatory Signs installed by governmental entities, all signs installed by Landowner are limited to one per lot, not to exceed nine (9) square feet.
 - (3) Habitat enhancement devices such as birdhouses and bat houses.

- (4) Subject to Review, pedestrian or horse-riding trails covered (if at all) by wood chips, gravel, or other highly porous surface.
- (5) Subject to Review, footbridges, stream crossing structures, and stream access structures.
- (6) Tree stands and blinds for hunting or nature study. Tree stands and blinds to remain in place for more than a season are subject to Review.
- (7) Subject to Review, Access Drives and Utility Improvements to service Improvements within the Eased Area but only if there is no other reasonably feasible means to provide access and utility services to the Eased Area.

3.02 Activities and Uses. All activities and uses within the Highest Protection Area are prohibited except as permitted below in this Article, and in any case, provided that:

- The intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Conservation Objectives; and
 - No Invasive Species are introduced.
- (a) **Existing Servitudes.** Activities and uses that Landowner is required to allow because of an Existing Servitude are permitted.
 - (b) **Resource Management and Disturbance.** The following activities and uses are permitted:
 - (1) Cutting trees, Construction, or other disturbance of resources, including removal of Invasive Species, to the extent reasonably prudent to remove, mitigate, or warn against an unreasonable risk of harm to Persons, their belongings, or health of Native Species on or about the Eased Area. Landowner must take such steps as are reasonable under the circumstances to consult with Holder prior to taking actions that, but for this provision, would not be permitted or would be permitted only after Review.
 - (2) Planting, replanting, and maintaining Native Species or, subject to Review, planting, replanting, and maintaining other vegetation.
 - (3) Subject to Review, removal of vegetation to accommodate replanting as permitted in this Article.
 - (4) Construction of permitted Improvements with prompt restoration of soil and vegetation disturbed by such activity.

- (5) Vehicular use in the case of emergency and in connection with activities or uses permitted under this subsection.
 - (6) Except within Wet Areas, cutting or removing trees, standing or fallen, but only if the aggregate inside bark diameter of stumps (one foot above ground on the uphill side) does not exceed two hundred (200) inches per year in total.
 - (7) Application of manure and plant material, both well composted, and, subject to compliance with manufacturer's recommendations, other substances to promote the health and growth of vegetation. (These permitted substances do not include sludge, biosolids, septic system effluent, and related substances.)
 - (8) Piling of brush and other vegetation to the extent reasonably necessary to accommodate activities or uses permitted within the Highest Protection Area.
 - (9) Other activities that Holder, without any obligation to do so, determines are consistent with maintenance or attainment of Conservation Objectives and are conducted in accordance with the Resource Management Plan or other plan approved for that activity after Review.
- (c) **Recreation and Education.** Recreational, educational, and scientific research activities are permitted that do not require Improvements other than trails and do not materially and adversely affect maintenance or attainment of Conservation Objectives such as the following: (1) walking, horseback riding on trails, cross-country skiing, bird watching, nature study, fishing, and hunting; and (2) wildlife research consistent with and in furtherance of the Conservation Objectives. Vehicular use is not permitted in connection with the activities permitted under this subsection unless Holder approves the use after Review.

ARTICLE IV - STANDARD PROTECTION AREA

4.01 Improvements. Improvements within the Standard Protection Area are prohibited except as permitted below in this Article.

- (a) **Permitted under Preceding Article.** Improvements permitted under the preceding Article III, Highest Protection Area, are permitted in the Standard Protection Area.
- (b) **Additional Improvements.** The following Additional Improvements are permitted with the Standard Protection Area:
 - (1) Agricultural Improvements.

- (2) Site Improvements reasonably required for activities and uses permitted within the Standard Protection Area.
 - (3) Subject to Review, Site Improvements servicing other areas of the Eased Area, if not reasonably feasible to install entirely within Minimal Protection Area.
 - (4) Site Improvements servicing activities, uses, or Improvements not within the Eased Area that Holder, without any obligation to do so, approves after Review.
 - (5) Improvements for generating and transmitting Renewable Energy that Holder, without any obligation to do so, approves after Review.
- (c) **Impervious Coverage Limitations.** Total Impervious Coverage within the Standard Protection Area, including that of both Existing and Additional Improvements but excluding that of Access Drives and ponds, must not exceed 3,000 square feet. This limitation is subject to the following supplemental limitations and exceptions:
- (1) Impervious Coverage must not exceed 500 square feet per roofed Improvement.
 - (2) Subject to Review, Holder may adjust Impervious Coverage limits to accommodate specific Agricultural Improvements intended to improve the production of soil grown crops without damaging soils or harming water quality (for example, well-designed and situated high tunnels).
 - (3) Subject to Review, Holder may adjust Impervious Coverage limits to account for the lesser impact of specific Improvements designed to reduce environmental harm caused by Impervious Coverage (for example, green roofs and permeable surfacing materials).
- (d) **Access Drive Limitations.** Unless otherwise approved by Holder after Review, Access Drives (both Existing Improvements and Additional Improvements) are limited to 800 feet in length and a driving surface not to exceed twelve (12) feet in width.
- (e) **Height Limitations.** The Height of Additional Improvements permitted under this, or the following Article must not exceed 35 feet. This limitation is subject to the following supplemental limitations and exceptions:
- (1) Fences, walls, and gates remain limited as set forth in the above Article concerning the Highest Protection Area.

- (2) Improvements for recreational and other (non-Agricultural and non-Forestry) open space activities must not exceed eight (8) feet in Height.
 - (3) Subject to Review, Holder may adjust Height limitations for specific Improvements requiring a greater Height to be functional (for example, Agricultural silos or Renewable Energy structures).
- (f) **Other Limitations on Additional Improvements.** Additional Improvements permitted within the Standard Protection Area are further limited as follows:
- (1) Signs remain limited as set forth in the above Article concerning the Highest Protection Area.
 - (2) Utility Improvements must be underground or, subject to Review, may be aboveground where not reasonably feasible to be installed underground.
 - (3) Exterior storage tanks for petroleum or other hazardous or toxic substances are not permitted unless Holder, without any obligation to do so, approves after Review.

4.02 Activities and Uses. Activities and uses within the Standard Protection Area are prohibited except as permitted below in this Article and provided in any case that:

- The intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Conservation Objectives; and
 - No Invasive Species are introduced.
- (a) **Permitted under Preceding Article.** Activities and uses permitted under the preceding Article concerning the Highest Protection Area are permitted within the Standard Protection Area.
- (b) **Agriculture.** Sustainable Agriculture that maintains continuous vegetative cover is permitted. Sustainable Agriculture that does not maintain continuous vegetative cover is permitted so long as it is conducted in accordance with a Soil Conservation Plan furnished to Holder. In either case, the limitations set forth below apply:
- (1) Within Wet Areas, Agriculture is prohibited unless Holder, without any obligation to do so, approves after Review.
 - (2) Within Steep Slope Areas, the Soil Conservation Plan is subject to Review.
 - (3) Animal operations must be conducted in conformance with a nutrient management plan or manure management plan furnished to Holder and meeting the requirements of Applicable Law; concentrated animal

operations, as defined by Applicable Law as of the Easement Date, are prohibited.

- (4) Agricultural uses that involve removal of soil from the Eased Area (such as sod farming and ball-and-burlap nursery uses) are permitted only if conducted in accordance with a Resource Management Plan approved by Holder after Review that provides for, among other features, a soil replenishment program that will qualify the activity as a Sustainable Agricultural use.
 - (5) Woodland Areas must not be used for or converted to Agricultural uses unless Holder, without any obligation to do so, approves after Review.
- (c) **Forestry.** Sustainable Forestry is permitted in accordance with a Resource Management Plan approved after Review.
- (d) **Compatible Activities Related to Agriculture or Forestry.** The following activities are permitted if supportive of Sustainable Agricultural or Sustainable Forestry and conducted at a low intensity compatible with the Conservation Objectives:
- (1) The storage of plant and animal products produced within the Eased Area.
 - (2) The piling or composting of the residues of plant or animal production occurring within the Eased Area for sale or subsequent Agricultural or Forestry use.
 - (3) Subject to Review, sale of Agricultural or Forestry products produced within the Eased Area.
 - (4) Subject to Review, services that directly support Agricultural production or Forestry.
- (e) **Other Disturbance of Resources.** The following activities and uses are permitted:
- (1) Subject to Review, removal or impoundment of water for activities and uses permitted within the Eased Area but not for sale or transfer outside the Eased Area.
 - (2) Removal of vegetation and other Construction reasonably required to accommodate permitted Improvements.
 - (3) Mowing, planting, and maintenance of lawn, garden, and landscaped areas.

- (4) Generation of Renewable Energy and transmission of such energy if and to the extent Improvements for that purpose are permitted under this Article and if Holder, without any obligation to do so, approves after Review.
- (5) Subject to Review, disposal of sanitary sewage effluent from Improvements permitted within the Eased Area is permitted if not reasonably feasible to confine such disposal to Minimal Protection Area, and only after receiving any and all permits from the Bucks County Board of Health.
- (f) **Other Activities.** Outdoor recreational and other open-space activities are permitted that: (1) are limited in time, place, and intensity so as not to interfere with Conservation Objectives; and (2) do not require motorized vehicles except, subject to Review, as ancillary support to the primary activity. Activities that require earth disturbance or that will result in more than a de minimis reduction in soil permeability are subject to Review.

ARTICLE V - MINIMAL PROTECTION AREA

5.01 Improvements. Improvements within the Minimal Protection Area are prohibited except as permitted below in this Article.

- (a) **Permitted under Preceding Articles.** Improvements permitted under the preceding Articles III, Highest Protection Area, and IV, Standard Protection Area, are permitted.
- (b) **Additional Improvements.** The following Additional Improvements are permitted within the Minimal Protection Area:
 - (1) Residential Improvements.
 - (2) Site Improvements servicing activities, uses, or Improvements permitted within the Eased Area.
- (c) **Limitations on Improvements.** Improvements permitted within the Minimal Protection Area are limited as follows:
 - (1) Not more than one Improvement (whether an Existing Improvement or Additional Improvement) which may be a Dwelling Unit (if any) permitted under this Article. The Dwelling Unit may also include any accessory buildings, limited to a garage and shed for the purpose of maintaining lawnmowers and other equipment related to a single-family dwelling.

- (2) Limitations on Impervious Coverage and Access Drives set forth for the Standard Protection Area do not apply to the Minimal Protection Area.
- (3) Limitations on Height, signs, Utility Improvements, and storage tanks applicable to the Standard Protection Area continue to apply.

5.02 Activities and Uses. Activities and uses within the Minimal Protection Area are prohibited except as permitted below in this Article and provided in any case that:

- The intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Conservation Objectives; and
 - No Invasive Species are introduced.
- (a) **Permitted under Preceding Articles.** Activities and uses permitted under the preceding Articles III, Highest Protection Area, and IV, Standard Protection Area, are permitted within the Minimal Protection Area.
 - (b) **Disturbance of Resources.** Disturbance of resources within the Minimal Protection Area is permitted for purposes reasonably related to activities or uses permitted within the Minimal Protection Area.
 - (c) **Release and Disposal.**
 - (1) Disposal of sanitary sewage effluent from Improvements within the Eased Area is permitted, and only after receiving any and all permits from the Bucks County Board of Health.
 - (2) Other piling of materials and non-containerized disposal of substances and materials are permitted but only if such disposal is permitted under Applicable Law; does not directly or indirectly create run-off or leaching outside the Minimal Protection Area; and does not otherwise adversely affect Conservation Objectives.
 - (d) **Residential and Other Uses.**
 - (1) Residential use is permitted but limited to not more than one Dwelling Unit and accessory buildings limited to a garage and shed for equipment necessary and clearly accessory to the Dwelling Unit.
 - (2) An activity or use not otherwise addressed in this Article is permitted if, from vantage points outside the Minimal Protection Area, it is not distinguishable from a permitted Agricultural, Forestry, or residential use; or, if it is, Holder determines, after Review, that the activity or use is consistent with the Conservation Objectives.

- (3) Generation of Renewable Energy for the residential use on the Eased Area.

ARTICLE VI - RIGHTS AND DUTIES OF HOLDER

6.01 Holder Covenants. In support of the Conservation Objectives, Holder declares the following covenants binding upon its easement interest in the Eased Area:

- (a) **Exercise of Powers.** Holder must exercise the powers granted to it by this Grant to block activities, uses, and Improvements of the Eased Area inconsistent with the Conservation Objectives.
- (b) **Must be Qualified Organization.** Holder must be and remain at all times a Qualified Organization and must not transfer the Conservation Easement or otherwise assign its rights or responsibilities under this Grant to a Person other than a Qualified Organization committed to upholding the Conservation Objectives.
- (c) **Forfeiture Remedy.** If Holder fails to abide by the covenants of this Section, the Commonwealth of Pennsylvania may petition a court of competent jurisdiction to order the Conservation Easement transferred to a Qualified Organization ready, willing, and able to abide by such covenants.

6.02 Rights and Duties of Holder. The items set forth below are both rights and duties vested in Holder by this Grant:

- (a) **Enforcement.** To enter the Eased Area to investigate a suspected, alleged, or threatened violation of the covenants and, if found, to enforce the terms of this Grant by exercising Holder's remedies set forth in this Grant.
- (b) **Inspection.** To enter and inspect the Eased Area for compliance with the requirements of this Grant upon reasonable notice, in a reasonable manner, and at reasonable times.
- (c) **Review.** To exercise rights of Review in accordance with the requirements of this Article.
- (d) **Interpretation.** To interpret the terms of this Grant and, at the request of Landowner, furnish Holder's explanation of the application of such terms to then-existing, proposed, or reasonably foreseeable conditions within the Eased Area.

6.03 Other Rights of Holder. The items set forth below are also rights vested in Holder by this Grant; however, Holder, in its discretion, may or may not exercise them:

- (a) **Amendment.** To enter into an Amendment with Landowner if Holder determines that the Amendment: (1) will not impair Holder's power, enforceable in

perpetuity, to block activities, uses, and Improvements of the Eased Area inconsistent with the Conservation Objectives; (2) will not result in a private benefit prohibited under the Code; and (3) will be consistent with Holder's policy with respect to Amendment as of the applicable date of reference.

- (b) **Signs.** To install one or more signs within the Eased Area identifying the interest of Holder in the Conservation Easement. Such signs do not reduce the number or size of signs permitted to Landowner under this Grant. Signs are to be of the customary size installed by Holder, as the case may be, and must be installed in locations readable from the public right-of-way and otherwise reasonably acceptable to Landowner.
- (c) **Proceedings.** To assert a claim, defend or intervene in, or appeal, any proceeding under Applicable Law that: (1) pertains to the impairment of Conservation Objectives; or (2) may result in a transfer, Improvement, or use that violates the terms of this Grant.

6.04 Review. The following provisions are incorporated into any provision of this Grant that is subject to Review:

- (a) **Notice to Holder.** At least thirty (30) days before Landowner intends to begin or allow an Improvement, activity, or use that is subject to Review, Landowner must notify Holder of the proposed change in writing and include with this notice such information as is reasonably sufficient to comply with Review Requirements and otherwise describe the proposal and its potential impact on the Conservation Objectives.
- (b) **Notice to Landowner.** Within thirty (30) days after receipt of Landowner's notice, Holder must notify Landowner of Holder's determination to: (1) accept Landowner's proposal in whole or in part; (2) reject Landowner's proposal in whole or in part; (3) accept Landowner's proposal conditioned upon compliance with conditions imposed by Holder; or (4) reject Landowner's proposal for insufficiency of information on which to base a determination. If Holder gives conditional acceptance under clause (3), commencement of the proposed Improvement, activity, or use constitutes acceptance by Landowner of all conditions set forth in Holder's notice.
- (c) **Failure to Notify.** If Holder fails to notify Landowner as required in the preceding subsection, the proposal set forth in Landowner's notice is deemed **DENIED**.
- (d) **Standard of Review.**
 - (1) The phrase "without any obligation to do so," in relation to an approval or determination by Holder, means that, in that particular case, Holder's

approval is wholly discretionary and may be given or withheld for any reason or no reason.

- (2) In all other cases, Holder's approval is not to be unreasonably withheld. It is not unreasonable for Holder to disapprove a proposal that may adversely affect resources described in the Conservation Objectives or that is otherwise inconsistent with maintenance or attainment of Conservation Objectives.

6.05 Costs and Expenses. Landowner must pay or reimburse, as the case may be, Holder's costs and expenses (including Losses, Litigation Expenses, allocated personnel costs, and reasonably incurred liabilities) in connection with: (a) enforcement (including exercise of remedies) under the terms of this Grant; (b) response to requests by Landowner for Review, Waiver, or Amendment; and (c) compliance with requests for information, interpretation, or other action pertaining to the Grant if required by Applicable Law.

ARTICLE VII - VIOLATION; REMEDIES

7.01 Violation. If Holder determines that the terms of this Grant are being or have been violated or that a violation is threatened or imminent, then the provisions of this Section will apply:

- (a) **Notice.** Holder must notify Landowner of the violation in writing. Holder's notice may include its recommendations of measures to be taken by Landowner to cure the violation and restore features of the Eased Area damaged or altered as a result of the violation.
- (b) **Opportunity to Cure.** Landowner's cure period expires thirty (30) days after the date of Holder's notice to Landowner subject to extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied:
 - (1) Landowner ceases the activity constituting the violation promptly upon receipt of Holder's notice;
 - (2) Landowner and Holder agree, within the initial 30-day period, upon the measures Landowner will take to cure the violation;
 - (3) Landowner commences to cure within the initial 30-day period; and
 - (4) Landowner continues thereafter to use best efforts and due diligence to complete the agreed upon cure.
- (c) **Imminent Harm.** No notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm or alteration to a natural resource or other feature of the Eased Area described in the Conservation Objectives.

7.02 Remedies. Upon expiration of the cure period (if any) described in the preceding Section, Holder may do one or more of the following:

- (a) **Injunctive Relief.** Seek injunctive relief to specifically enforce the terms of this Grant, to restrain present or future violations of the terms of this Grant, and/or to compel restoration of resources destroyed or altered as a result of the violation.
- (b) **Civil Action.** Exercise Holder's rights under Applicable Law to obtain a money judgment (together with interest thereon at the Default Rate).
- (c) **Self-Help.** Enter the Eased Area to prevent or mitigate further damage to or alteration of natural resources of the Eased Area identified in the Conservation Objectives. The costs of such self-help may be sought from Landowner through the filing of a civil action.

7.03 Modification or Termination. If the Conservation Easement is or is about to be modified or terminated by exercise of the power of eminent domain (condemnation) or adjudication of a court of competent jurisdiction sought by a Person other than Holder, the following provisions apply:

- (a) **Compensatory Damages.** Holder is entitled to collect, from the Person seeking the modification or termination, compensatory damages in an amount equal to the increase in Market Value of the Eased Area resulting from the modification or termination plus reimbursement of Litigation Expenses as if a violation had occurred. In the event of an extinguishment of the Conservation Easement, Holder is entitled to the greater of the compensation provided under this Section or the compensation provided under any other provision of this Grant.
- (b) **Restitution.** Holder is entitled to recover from the Person seeking the modification or termination: (1) restitution of amounts paid for this Grant (if any) and any other sums invested in the Eased Area for the benefit of the public as a result of rights vested by this Grant, including out-of-pocket costs, plus (2) reimbursement of Litigation Expenses as if a violation had occurred.

7.04 Remedies Cumulative. The description of Holder's remedies in this Article does not preclude Holder from exercising any other right or remedy that may at any time be available to Holder under this Article or Applicable Law. If Holder chooses to exercise one remedy, Holder may nevertheless choose to exercise one or more of the other rights or remedies available to Holder at the same time or at any other time.

7.05 Waivers.

- (a) **No Waiver.** If Holder does not exercise a right or remedy when it is available to Holder, that is not to be interpreted as a waiver of any non-compliance with the terms of this Grant or a waiver of Holder's rights to exercise its rights or remedies at another time.

- (b) **No Material Effect.** Holder in its discretion may provide a Waiver if Holder determines that the accommodation is for a limited time and limited purpose and will have no material effect on the Conservation Objectives.

7.06 No Fault of Landowner. Holder will waive its right to reimbursement under this Article as to Landowner (but not other Persons who may be responsible for the violation) if Holder is reasonably satisfied that the violation was not the fault of Landowner and could not have been anticipated or prevented by Landowner by reasonable means.

7.07 Multiple Landowner.

- (a) **Multiple Lots.** If different Persons own Lots within the Eased Area, only owners of the Lot in violation will be held responsible for the violation.
- (b) **Single Lot.** If more than one Person owns the Lot in violation of the terms of this Grant, the owners of the Lot in violation are jointly and severally liable for the violation regardless of the form of ownership.

ARTICLE XIII – MISCELLANEOUS

8.01 Notices.

- (a) **Requirements.** Each Person giving notice pursuant to this Grant must give the notice in writing and must use one of the following methods of delivery: (1) personal delivery; (2) certified mail, return receipt requested and postage prepaid; or (3) nationally recognized overnight courier, with all fees prepaid.
- (b) **Address for Notices.** Each Person giving a notice must address the notice to the appropriate Person at the receiving party at the address listed below or to another address designated by that Person by notice to the other Person:

If to Landowner: Aubrey P. Gilmore
 2075 Scheetz Church Road
 Quakertown, Pennsylvania 18951

If to Holder: Matt West, Manager
 New Britain Township
 207 Park Avenue
 Chalfont, PA 18914

8.02 Governing Law. The laws of the Commonwealth of Pennsylvania govern this Grant.

8.03 Transfer.

- (a) **Notice Required.** Not less than thirty (30) days prior to transfer of the Eased Area or a Lot, Landowner must notify Holder of the name(s) and address for notices of the Persons who will become the owners(s) of the Eased Area following the transfer.
- (b) **Prior to Transfer.** Landowner authorizes Holder to: (1) contact the Person(s) to whom the Eased Area or Lot will be transferred, and other Person(s) representing Landowner or the prospective transferees, to discuss with them this Grant and, if applicable, other pertinent documents; and (2) enter the Eased Area to assess compliance with this Grant.
- (c) **Ending Continuing Liability.** If Holder is not notified per this Section's requirement, it is not the obligation of Holder to determine whether a violation first occurred before or after the date of the transfer. The pre-transfer owners of the Eased Area continue to be liable on a joint and several basis with the post-transfer owners(s) of the Eased Area for the correction of violations under this Grant until such time as Holder is given the opportunity to inspect and all violations noted in Holder's resulting inspection report are cured.

8.04 Burdens; Benefits. This Grant binds and benefits Landowner and Holder and their respective personal representatives, grantees, successors, and assigns.

- (a) **Binding on All Owners.** This Grant vests a servitude running with the land binding upon Landowner and, upon recordation in the Public Records, all subsequent owners of the Eased Area or any portion of the Eased Area are bound by its terms whether or not such subsequent owners had actual notice of this Grant and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Grant.
- (b) **Rights Exclusive to Holder.** Only Holder has the right to enforce the terms of this Grant and exercise other rights of Holder. The owners of Lots within the Property do not have the right to enforce the terms of this Grant against the owners of other Lots within the Property. Only the owners of the Eased Area that is the subject of a request for Review, Waiver, Amendment, interpretation, or other decision by Holder have a right to notice of, or other participation in, such decision.

8.05 Documentation Requirements.

- (a) **Between Holder and Landowner.** No Amendment, Waiver, approval after Review, interpretation, or other decision by Holder is valid or effective unless it is in writing and signed by an authorized signatory for Holder. This requirement shall not be changed by oral agreement. The grant of an Amendment or Waiver in

any instance or with respect to any Lot does not imply that an Amendment or Waiver will be granted in any other instance.

- (b) **Between Holder and Assignee.** Any assignment of Holder's rights under this Grant, if otherwise permitted under this Grant, must be in a document signed by both the assigning Holder and the assignee Holder. The assignment document must include a covenant by which the assignee Holder assumes the covenants and other obligations of Holder under this Grant. The assigning Holder must deliver the Baseline Documentation and such other documentation in the assigning Holder's possession reasonably needed to uphold the Conservation Objectives to the assignee Holder upon the execution of such assignment.

8.06 Severability. If any provision of this Grant is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Grant remain valid, binding, and enforceable. To the extent permitted by Applicable Law, the parties waive application of any provision of Applicable Law that renders any provision of this Grant invalid, illegal, or unenforceable in any respect.

8.07 Counterparts. This Grant may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one document.

8.08 Indemnity. Landowner shall indemnify and defend the Indemnified Parties against all Losses and Litigation Expenses arising out of or relating to: (a) a breach or violation of this Grant or Applicable Law; and (b) personal injury (including death) and damage to personal belongings occurring on or about the Eased Area if and to the extent not caused by the intentional negligence and/or willful conduct of an Indemnified Party.

8.09 Guides to Interpretation.

- (a) **Captions.** The descriptive headings of the Articles, Sections, and Subsections of this Grant are for convenience only and do not constitute a part of this Grant.

- (b) **Glossary.** If a term defined in the Glossary is not used in this Grant, the defined term is to be disregarded.

- (c) **Other Terms.**

- (1) The word "including" means "including but not limited to."

- (2) The words "must" and "shall" are obligatory; the word "may" is permissive and does not imply an obligation.

- (d) **Conservation and Preservation Easements Act.** This Grant is intended to be interpreted so as to convey to Holder all of the rights and privileges of a holder of a conservation easement under the Conservation and Preservation Easements Act.

(e) **Restatement (Third) of the Law of Property: Servitudes.** This Grant is intended to be interpreted so as to convey to Holder all of the rights and privileges of a holder of a conservation servitude under the Restatement (Third) of the Law of Property: Servitudes.

8.10 Entire Agreement. This is the entire agreement of Landowner and Holder pertaining to the subject matter of this Grant. The terms of this Grant supersede in full all statements and writings between Landowner and Holder pertaining to the transaction set forth in this Grant.

8.11 Incorporation by Reference. Each Exhibit attached to this Grant is incorporated into this Grant by this reference. The Baseline Documentation (whether or not attached to this Grant) is incorporated into this Grant by this reference.

8.12 Coal Rights Notice. The following notice is given to Landowner solely for the purpose of compliance with the Conservation and Preservation Easements Act:

NOTICE: The Conservation Easement may impair the development of coal interests including workable coal seams or coal interests that have been severed from the Property.

8.13 Jurisdiction; Venue. Holder and Landowner submit to the exclusive jurisdiction of the Court of Common Pleas of Bucks County, Pennsylvania and agree that any legal action or proceeding relating to this Grant or the Conservation Easement shall be brought only in this Court.

ARTICLE IX – GLOSSARY

"**Access Drive**" means a road, drive, or lane providing vehicular access.

"**Additional Improvement**" means an Improvement other than an Existing Improvement.

"**Agricultural Improvement**" means an Improvement used or usable in furtherance of Agricultural uses such as barn, stable, silo, spring house, green house, hoop house, riding arena (whether indoor or outdoor), horse walker, manure storage pit, storage building, feeding and irrigation facilities, and farm stand.

"**Agricultural or Agriculture**" means one or more of the following:

- (1) Growing for sale of grains, vegetables, fruits, seeds, nuts, and other plant products
- (2) Growing for sale of mushrooms
- (3) Keeping, raising, feeding, and grazing of farm animals and their products for sale.
- (4) Growing of field crops and forage.
- (5) Growing of nursery stock and sod to be removed and planted elsewhere.
- (6) Boarding, stabling, raising, feeding, grazing, exercising, riding, and training of horses, including the instruction of riders.

"Amendment" means an amendment, modification, or supplement to this Grant signed by Landowner and Holder and recorded in the Public Records. The term "Amendment" includes an amendment and restatement of this Grant.

"Applicable Law" means federal, state, or local laws, statutes, codes, ordinances, standards, and regulations applicable to the Property, the Conservation Easement, or this Grant, as amended through the applicable date of reference. If this Grant is intended to meet the requirements of a qualified conservation contribution, then applicable provisions of the Code and the Regulations are also included in the defined term.

"Best Management Practices" mean a series of guidelines or minimum standards (sometimes referred to as BMP's) recommended by federal, state, and/or county resource management agencies for farming and forestry operations; for preventing and reducing pollution of water resources and other disturbances of soil, water, and vegetative resources; and for protecting wildlife habitats.

"Code" means the Internal Revenue Code of 1986, as amended through the applicable date of reference.

"Conservation and Preservation Easements Act" means the Pennsylvania Act of June 22, 2001 (P.L. 390, No. 29) (32 P.S. §§5051-5059) as amended through the applicable date of reference.

"Construction" means demolition, construction, reconstruction, maintenance, expansion, exterior alteration, installation, or erection of temporary or permanent Improvements; and, whether or not in connection with any of the foregoing, excavation, dredging, mining, filling, or removal of gravel, soil, rock, sand, coal, petroleum, or other minerals.

"Default Rate" means an annual rate of interest equal at all times to two percent (2%) above the prime rate announced from time to time by the Wall Street Journal.

"Dwelling Unit" means the use or intended use of an Improvement or portion of an Improvement for human habitation by one or more Persons (whether or not related). Existence of a separate kitchen accompanied by sleeping quarters is considered to constitute a separate Dwelling Unit.

"Existing Improvement" means an Improvement existing as of the Easement Date as identified in the Baseline Documentation.

"Existing Servitude" means an easement or other matter affecting title to the Property (other than a Lien) accorded priority to the Conservation Easement by notice in the Public Records or other prior notice recognized under Applicable Law.

"Forestry" means planting, growing, nurturing, managing, and harvesting trees whether for timber and other useful products or for water quality, wildlife habitat, and other Conservation Objectives.

"Height" means the vertical elevation of an Improvement measured from the average exterior ground elevation of the Improvement to a point, if the Improvement is roofed, midway between the highest and lowest points of the roof excluding chimneys, cupolas, ventilation shafts, weathervanes, and similar protrusions or, if the Improvement is unroofed, the top of the Improvement.

"Impervious Coverage" means the footprints (including roofs, decks, stairs, and other extensions) of Improvements; paved or artificially covered surfaces such as crushed stone, gravel, concrete, and asphalt; impounded water (such as a man-made pond); and compacted earth (such as an unpaved roadbed). Also included in Impervious Coverage are green roofs and porous pavement surfaces. Excluded from Impervious Coverage are running or non-impounded standing water (such as a naturally occurring lake), bedrock and naturally occurring stone and gravel, and earth (whether covered with vegetation or not) so long as it has not been compacted by non-naturally occurring forces.

"Improvement" means a building, structure, facility, or other improvement, whether temporary or permanent, located on, above, or under the Eased Area.

"Indemnified Parties" mean Holder and its officials, officers, consultants, employees, agents, and other representatives.

"Invasive Species" means a plant species that is non-native (or alien) to the ecosystem under consideration and whose introduction causes or is likely to cause economic or environmental harm or harm to human health. In cases of uncertainty, publications such as "Plant Invaders of Mid-Atlantic Natural Areas" by the National Park Service and U.S. Fish and Wildlife Service, are to be used to identify Invasive Species.

"Lien" means a mortgage, lien, or other encumbrance securing the payment of money.

"Litigation Expense" means any court filing fee, court cost, arbitration fee or cost, witness fee, and every other fee or cost of investigating, defending and/or asserting any claim of violation or claim for indemnification under this Grant including, in each case, attorneys' fees, other professionals' fees, and disbursements.

"Losses" mean any liability, loss, claim, settlement payment, cost, expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees, penalties, or other charge, other than a Litigation Expense.

"Lot" means a unit, lot, or parcel of real estate separated or transferable for separate ownership or lease under Applicable Law.

"Market Value" means the fair value that a willing buyer, under no compulsion to buy, would pay to a willing seller, under no compulsion to sell as established by appraisal in accordance with the then-current edition of Uniform Standards of Professional Appraisal Practice issued by the Appraisal Foundation or, if applicable, a qualified appraisal in conformity with §1.170A-13 of the Regulations.

"Native Species" mean a plant or animal indigenous to the locality under consideration. In cases of uncertainty, published atlases, particularly The Vascular Flora of Pennsylvania: Annotated Checklist and Atlas by Rhoads and Klein and Atlas of United States Trees, vols. 1 & 4 by Little are to be used to establish whether or not a species is native.

"Landowner" means the undersigned Landowner and all Persons after them who hold an interest in the Eased Area.

"Person" means an individual, organization, trust, government, or other entity.

"Public Records" mean the public records of the office for the recording of deeds in and for the county in which the Property is located.

"Qualified Organization" means a governmental or charitable entity that (a) meets the criteria of a qualified organization under §1.170(A-14(c)(1) of the Regulations and (b) is duly authorized to acquire and hold conservation easements under the Conservation and Preservation Easements Act.

"Regulations" mean the provisions of C.F.R. §1.170A-14, and any other regulations promulgated under the Code that pertain to qualified conservation contributions, as amended through the applicable date of reference.

"Regulatory Signs" mean signs (not exceeding one square foot each) to control access to the Eased Area or for informational, directional, or interpretive purposes.

"Renewable Energy" means energy that can be used without depleting its source such as solar, wind, geothermal, and movement of water (hydroelectric and tidal).

"Residential Improvements" mean dwellings and Improvements accessory to residential uses such as garage, swimming pool, pool house, tennis court, and children's play facilities.

"Resource Management Plan" means a record of the decisions and intentions of Landowner prepared by a qualified resource management professional for the purpose of protecting natural resources that the Conservation Objectives aim to protect during certain operations potentially affecting those resources. It includes a resource assessment, identifies appropriate performance standards (based upon Best Management Practices where available and appropriate), and projects a multi-year description of planned activities for operations to be conducted in accordance with the plan.

"Review" means review and approval by Holder under the procedure described in Article 6.

"Review Requirements" mean, collectively, any plans, specifications, or other information required for approval of the Subdivision, activity, use, or Improvement under Applicable Law (if any) plus the information required under (a) an Exhibit incorporated into this Grant or (b) the Baseline Documentation or (c) if the information described in items (a) and (b) is inapplicable, unavailable, or insufficient under the circumstances, the guidelines for Review of submissions set by Holder to provide sufficient information to conduct its Review.

"Site Improvement" means an unenclosed Improvement such as an Access Drive, Utility Improvement, walkway, boardwalk, retention/detention basin or other stormwater management facility, well, septic system, bridge, parking area or other pavement, lighting fixture, sign, mailbox, fence, wall, gate, man-made pond, berm, and landscaping treatment.

"Soil Conservation Plan" means a plan for soil conservation that meets the requirements of the Natural Resources Conservation Service as of the applicable date of reference and for erosion and sedimentation control under Applicable Law.

"Steep Slope Area" means an area greater than 10,000 square feet having a slope greater than 15% measured at five (5) foot contours.

"Subdivision" means any division of the Eased Area or any Lot within the Eased Area; and any creation of a unit, lot, or parcel of real estate, including subsurface portions of the Eased Area, for separate use or ownership by any means including by lease or by implementing the condominium form of ownership. The term "Subdivision" includes any "subdivision" as defined in the Pennsylvania Municipalities Planning Code, Act of 1968, P.L. 805, No. 247, as reenacted and amended as of the applicable date of reference.

"Sustainable" means land management practices that provide goods and services from an ecosystem without degrading soil or water resources and without a decline in the yield of those goods and services over time.

"Utility Improvement" means an Improvement for the reception, storage, or transmission of potable water, stormwater, sewage, electricity, gas, telecommunications, or other sources of power.

"Waiver" means a written commitment by which Holder, without any obligation to do so, agrees to refrain from exercising one or more of its rights and remedies for a specific period of time with respect to a specific set of circumstances.

"Wet Area" means a water body and the area within one hundred (100) feet of its edge, such as a watercourse, spring, wetland (including vernal pools), or non-impounded standing water (i.e., a pond or lake).

"Woodland Area" means an area within the Eased Area described as "wooded" or "forested" in the Baseline Documentation or identified as such on the Easement Plan, or if not wooded or

forested as of the Easement Date, is designated as successional woodland area on the Easement Plan.

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**GRANT OF CONSERVATION EASEMENT
AND DECLARATION OF COVENANTS**
GILMORE
(Signatures)

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the undersigned Landowner and Holder, by their respective duly authorized representatives, have signed and delivered this Grant as of the Easement Date.

LANDOWNER:

GILMORE

Witness/Attest

By: _____
Aubrey P. Gilmore, by Tara Gilmore,
His Power of Attorney

HOLDER:

**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., 20__, 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:
Title: Chairman

ATTEST:

Matt West, Manager

**GRANT OF CONSERVATION EASEMENT
AND DECLARATION OF COVENANTS
GILMORE
(Acknowledgments)**

BY LANDOWNER

COMMONWEALTH OF PENNSYLVANIA

: ss.

COUNTY OF _____

ON THIS _____ day of _____, A.D., 20_, before me, a Notary Public, personally appeared **AUBREY P. GILMORE**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

_____(SEAL)
Notary Public

BY HOLDER

COMMONWEALTH OF PENNSYLVANIA

: s s .

COUNTY OF BUCKS

On this _____ day of _____, 20_, before me a Notary Public, personally appeared _____, **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



Township of New Britain

Office of Code Enforcement

March 2022

PERMITS ISSUED	48
ZONING	15
BUILDING INSPECTION	90
United electrical	19
OCCUPANCY INSPECTIONS	21
RE-INSPECTION	10
COMMERCIAL FIRE INSPECTIONS	2
FIRE CALLS	13
CHALFONT	10
DOYLESTOWN	1
DUBLIN	1
HILLTOWN	1 No Report

Chalfont Fire Company
 Chiefs Report - March 2022

Total # of Incidents - 19

Types of Calls

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

Total Staff Hours for Calls 115:21:00

Alarms per Municipality

Chalfont Boro	1
Doylestown Twp	1
Hilltown Twp	1
New Britain Boro	3
New Britain Twp	11
Warrington Twp	2

Training and Maintenance Drills 4

Total training hours 418 Total Available Points 22

TOTAL STAFF HRS FIRES AND TRAINING 533:21:00

Chalfont Chemical Fire Company

Chalfont, PA

This report was generated on 4/3/2022 12:59:52 PM

Incidents per Zone for Date Range

Start Date: 03/01/2022 | End Date: 03/31/2022

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
ZONE: 27 - Chalfont Boro				
2022-5038	154 - Dumpster or other outside trash receptacle fire	03/28/2022	19 Moyer Rd	34/74

Total # Incidents for 27: 1

ZONE: 29 - Doylestown Twp.				
2022-4910	114 - Chimney or flue fire, confined to chimney or flue	03/25/2022	400 Commons Way	34/74

Total # Incidents for 29: 1

ZONE: 36 - Hilltown Twp.				
2022-3499	111 - Building fire	03/03/2022	1215 Mill Rd	34/74

Total # Incidents for 36: 1

ZONE: 47 - New Britain Boro				
2022-3660	114 - Chimney or flue fire, confined to chimney or flue	03/05/2022	221 Woodland Dr	34/74
2022-3880	445 - Arcing, shorted electrical equipment	03/08/2022	Almshouse Rd/ Upper State Rd	34/74
2022-4081	745 - Alarm system activation, no fire - unintentional	03/11/2022	376 W Butler Ave	34/74

Total # Incidents for 47: 3

ZONE: 48 - New Britain Twp.				
2022-3688	361 - Swimming/recreational water areas rescue	03/06/2022	230 Creek Rd	34/74
2022-3893	735 - Alarm system sounded due to malfunction	03/09/2022	1 Highpoint Dr	34/74
2022-3949	745 - Alarm system activation, no fire - unintentional	03/10/2022	1 Highpoint Dr	34/74
2022-4000	445 - Arcing, shorted electrical equipment	03/10/2022	225 Hunters Way	34/74
2022-4036	352 - Extrication of victim(s) from vehicle	03/11/2022	Almshouse Rd	34/74
2022-4378	745 - Alarm system activation, no fire - unintentional	03/16/2022	4365 County Line Rd	34/74
2022-4661	311 - Medical assist, assist EMS crew	03/21/2022	614 Remington Ct	34/74
2022-4688	651 - Smoke scare, odor of smoke	03/21/2022	111 Britain Woods Cr	34/74
2022-4753	745 - Alarm system activation, no fire - unintentional	03/23/2022	1 Highpoint Dr	34/74
2022-5138	352 - Extrication of victim(s) from vehicle	03/30/2022	Bristol Rd	34/74
2022-5146	745 - Alarm system activation, no fire - unintentional	03/30/2022	111 New Britain Blvd.	34/74

Total # Incidents for 48: 11

ZONE: 75 - Warrington Twp.				
2022-3831	111 - Building fire	03/07/2022	112 Arbor Ridge Dr	34/74

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



DOYLESTOWNFRA

Incidents For New Britian Township

Alarm Date Between {03/01/2022} And {03/31/2022}

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
22-0004761-000	03/23/2022	08:46:00	1066 FERRY RD	743 Smoke detector activation,

Total Incident Count 1

Dublin Volunteer Fire Company

Month: **March 2022**

FIRE CALLS ANSWERED		OTHER PERTINENT INFORMATION	
Apartment			
Assists			
Engine		Time in Service	12 Hrs 24 Min
Field	1	Total Man Hours	80 Hrs 8 Min
Full Company	1	Average Call Length	33 Min
Ladder			
Rescue			
Squad	2		
Tanker	1	Total Personnel	149
Air Medical Evacuation		Average Personnel per Call	7
Alarm System	2		
Auto Extrication			
Auto Response	4	Borough/Township	
Barn			
Brush	1	Bedminister Township	7
Building		Dublin Borough	
Chimney		East Rockhill Township	2
CO Alarm	1	Hilltown Township	7
Control Burn		New Britain Township	2
Cover/Up	1	Plumstead Township	2
Cover/Up Assist		Milford Township	
Dumpster		Tinicum Township	1
Dwelling		Haycock Township	
Electrial Wires in a Dwelling		Silverdale Borough	
Fumes in Dwelling		Perkasie Borough	2
Fuel Spill	1	Nockamixon Township	
Garage			
Hazardous Material			
Investigation	1	New Britain Twp	
Out Building		2800 Black upper Stump Rd	
Rubish	1		
Special Assignment		1 Asst Chalfant	
Stand by Accident	2		
Vehicle Fire			
Wires in Dwelling			
Wires	3		
Total Number of Calls	22	Total Numbe of Calls	23

Signature of Chief

Thomas Nugent

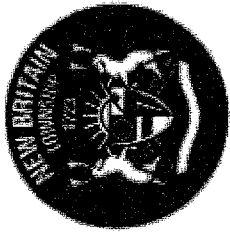


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2022-12033-B2	03/09/2022	196 LENAPE DRIVE	Building	Residential	Approved
2022-12044-B2	03/04/2022	108 TEAL DRIVE	Building	Residential	Approved
2022-12071-B1	03/08/2022	850 MYERS ROAD	Building	Residential	Approved
2022-12081-B2	03/22/2022	500 HORIZON DRIVE	Building	Commercial	Approved
2022-12086-B1	03/08/2022	81 QUEENS CIRCLE	Building	Residential	Approved
2022-12105-B1	03/21/2022	354 SCHOOLHOUSE ROAD	Building	Residential	Approved
2022-12108-B1	03/23/2022	141 CHEESE FACTORY ROAD	Building	Residential	Approved
2022-12110-B3	03/22/2022	104 DEVON ROAD	Building	Residential	Approved
2021-11399-E4	03/16/2022	44 RAILROAD AVENUE	Electrical	Residential	Approved
2021-11406-E5	03/08/2022	121 KING ROAD	Electrical	Residential	Approved
2021-11938-E3	03/01/2022	112 BELLE VIEW WAY	Electrical	Residential	Approved
2022-11991-E3	03/08/2022	991 NEW GALENA ROAD	Electrical	Residential	Approved
2022-12005-E3	03/01/2022	4275 COUNTY LINE ROAD	Electrical	Commercial	Closed
2022-12031-E3	03/01/2022	147 CHEESE FACTORY ROAD	Electrical	Residential	Approved
2022-12033-E3	03/09/2022	196 LENAPE DRIVE	Electrical	Residential	Approved
2022-12071-E2	03/08/2022	850 MYERS ROAD	Electrical	Residential	Approved
2022-12086-E2	03/08/2022	81 QUEENS CIRCLE	Electrical	Residential	Approved
2022-12088-E1	03/03/2022	101 PEGGY LANE	Electrical	Residential	Approved
2022-12108-E2	03/23/2022	141 CHEESE FACTORY ROAD	Electrical	Residential	Approved
2022-12109-E1	03/15/2022	334 MYSTIC VIEW CIRCLE	Electrical	Residential	Approved
2022-12110-E2	03/22/2022	104 DEVON ROAD	Electrical	Residential	Approved

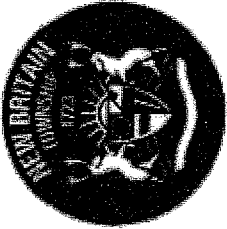


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2022-12130-E1	03/22/2022	210 PEBBLE COURT	Electrical	Residential	Approved
2021-11399-P6	03/16/2022	44 RAILROAD AVENUE	Plumbing	Residential	Approved
2022-11991-P5	03/08/2022	991 NEW GALENA ROAD	Plumbing	Residential	Approved
2022-12071-P3	03/08/2022	850 MYERS ROAD	Plumbing	Residential	Approved
2022-12086-P4	03/08/2022	81 QUEENS CIRCLE	Plumbing	Residential	Approved
2022-12108-P3	03/23/2022	141 CHEESE FACTORY ROAD	Plumbing	Residential	Approved
2022-12117-P1	03/22/2022	92 PALACE COURT	Plumbing	Residential	Approved
2022-12129-P1	03/22/2022	244 HAMPSHIRE DRIVE	Plumbing	Residential	Approved
2022-12089-RO1	03/07/2022	102 CEDAR HILL ROAD	Road Occupancy	Commercial	Approved
2022-12091-RO1	03/07/2022	KING ROAD	Road Occupancy	Commercial	Approved
2022-12128-RO1	03/23/2022	SELLERSVILLE ROAD	Road Occupancy	Commercial	Approved
2022-12083-S1	03/25/2022	4309 COUNTY LINE ROAD	Sign	Commercial	Approved
2018-9108-U01	03/02/2022	129 TARTAN TERRACE	Use & Occupancy	Residential	Closed
2021-11764-U06	03/14/2022	307 MILL RIDGE DRIVE	Use & Occupancy	Residential	Processing
2021-11932-U01	03/01/2022	4 DEERPATH ROAD	Use & Occupancy	Residential	Approved
2022-11998-U01	03/02/2022	114 SOLWAY CIRCLE	Use & Occupancy	Residential	Approved
2022-12006-U01	03/01/2022	360 W BOULDER DRIVE	Use & Occupancy	Residential	Approved
2022-12016-U01	03/07/2022	138 S LIMEKILN PIKE	Use & Occupancy	Residential	Approved
2022-12037-U01	03/04/2022	1300 HORIZON CIRCLE	Use & Occupancy	Commercial	Approved
2022-12038-U01	03/24/2022	4309 COUNTY LINE ROAD	Use & Occupancy	Commercial	Closed
2022-12046-U01	03/04/2022	711 REMINGTON COURT	Use & Occupancy	Residential	Closed

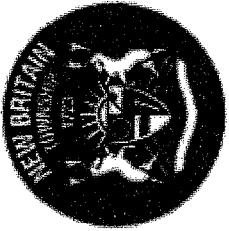


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2022-12050-U01	03/01/2022	201 PRINCE WILLIAM WAY	Use & Occupancy	Residential	Closed
2022-12062-U01	03/04/2022	100 KRISTA COURT	Use & Occupancy	Residential	Closed
2022-12072-U01	03/16/2022	109 DOLLY LANE	Use & Occupancy	Residential	Approved
2022-12074-U01	03/02/2022	106 STOCKTON COURT	Use & Occupancy	Residential	Closed
2022-12087-U01	03/22/2022	150 NEW GALENA ROAD	Use & Occupancy	Residential	Approved
2022-12094-U01	03/07/2022	212 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12095-U01	03/16/2022	116 ANTHEM WAY	Use & Occupancy	Residential	Approved
2022-12096-U01	03/30/2022	616 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12097-U01	03/30/2022	909 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12098-U01	03/30/2022	1014 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12104-U01	03/22/2022	124 DOLLY CIRCLE	Use & Occupancy	Residential	Closed
2022-12106-U01	03/21/2022	36 FAR VIEW ROAD	Use & Occupancy	Residential	Closed
2022-12107-U01	03/25/2022	4309 COUNTY LINE ROAD	Use & Occupancy	Commercial	Closed
2022-12015-Z1	03/25/2022	10 BROOKDALE DRIVE	Zoning	Residential	Approved
2022-12019-Z1	03/11/2022	550 W BUTLER AVENUE	Zoning	Commercial	Approved
2022-12033-Z1	03/04/2022	196 LENAPE DRIVE	Zoning	Residential	Approved
2022-12035-Z1	03/25/2022	10 BROOKDALE DRIVE	Zoning	Residential	Approved
2022-12065-Z1	03/25/2022	4309 COUNTY LINE ROAD	Zoning		Approved
2022-12081-Z1	03/03/2022	500 HORIZON DRIVE	Zoning	Commercial	Approved
2022-12092-Z1	03/04/2022	WEST BUTLER AVENUE	Zoning		Approved
2022-12093-Z1	03/04/2022	4275 COUNTY LINE ROAD	Zoning		Approved



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2022-12099-Z1	03/14/2022	20 FAR VIEW ROAD	Zoning		Approved
2022-12100-Z1	03/08/2022	179 UPPER CHURCH ROAD	Zoning		Approved
2022-12101-Z1	03/18/2022	280 KING ROAD	Zoning		Approved
2022-12103-Z1	03/09/2022	35 FERRY ROAD	Zoning		Approved
2022-12110-Z1	03/14/2022	104 DEVON ROAD	Zoning	Residential	Approved
2022-12111-Z1	03/18/2022	213 HOLLY DRIVE	Zoning		Approved
2022-12112-Z1	03/18/2022	100 STREAM COURT	Zoning		Approved
2021-11399-F8	03/16/2022	44 RAILROAD AVENUE	Fire	Residential	Approved
2022-12090-F1	03/11/2022	180 NEW BRITAIN BLVD	Fire	Commercial	Approved
2021-11399-M5	03/16/2022	44 RAILROAD AVENUE	Mechanical	Residential	Approved
2021-11406-M4	03/08/2022	121 KING ROAD	Mechanical	Residential	Approved
2022-11991-M4	03/08/2022	991 NEW GALENA ROAD	Mechanical	Residential	Approved
2022-12085-M1	03/03/2022	105 PEGGY LANE	Mechanical	Residential	Closed
2022-12086-M3	03/08/2022	81 QUEENS CIRCLE	Mechanical	Residential	Approved
2022-12108-M4	03/23/2022	141 CHEESE FACTORY ROAD	Mechanical	Residential	Approved
2022-12131-M1	03/22/2022	159 S LIMEKILN PIKE	Mechanical	Residential	Approved
2021-11399-B3	03/16/2022	44 RAILROAD AVENUE	Building	Residential	Approved
2021-11406-B2	03/08/2022	121 KING ROAD	Building	Residential	Approved
2021-11938-B2	03/01/2022	112 BELLE VIEW WAY	Building	Residential	Approved
2022-11991-B2	03/08/2022	991 NEW GALENA ROAD	Building	Residential	Approved
2022-12019-B2	03/16/2022	550 W BUTLER AVENUE	Building	Commercial	Approved



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2022-12031-B2	03/01/2022	147 CHEESE FACTORY ROAD	Building	Residential	Approved



New Britain Township Police Department

Monthly Report -

April 2022

Current Goals and Objectives:

Objective 1: Leadership Team Professional Development

Objective 2: Update and standardize policy and procedure

Objective 3: Implement Body Worn Cameras and In Car Camera Systems

Objective 4: Reduce traffic accidents by 10% compared to 2021

Objective 5: Increase community engagement activity and collaboration with social service agencies

Result of Goals & Objectives:

Objective 1: Promotional process to promote one officer to corporal written exam May 3rd, Oral Exam May 18th. Two candidates.

Objective 2: Began policy review process.

Objective 3: Policy for Body Worn Cameras being prioritized. Applying for a federal grant for BWCs.

Objective 4: Geographic teams determining areas to focus resources.

Objective 5: Ongoing review of reports and recommendations for referrals. Six referrals to STAR in April. Reinstating School Walk Throughs.

Significant Events:

Completed

- ◆ DUI Roving Details scheduled throughout April.
- ◆ Drug Take Back Day— 227.53 pounds of medications collected (Nov—Apr).
- ◆ Initial firearms qualification.

Upcoming

- ◆ Guidance on Directed Patrols.
- ◆ Additional DUI Roving Details scheduled throughout May.
- ◆ Implementation of 2022 Goals and Objectives.
- ◆ Receipt and implementation of new uniforms.
- ◆ Coffee with a cop, location to be determined.
- ◆ Plumstead Christian School station visit.
- ◆ Deployment of traffic speed signs.



New Britain Township Police Department

Monthly Report -

April 2022

PERFORMANCE STATISTICS

PART 1 CRIMES	28 DAY		
	2022	2021	% Change
Murder	0	0	NA
Rape	0	0	NA
Robbery	0	0	NA
Aggravated Assault	0	0	NA
Burglary	0	0	NA
Theft	1	3	-66.66%
Auto Theft	0	0	NA
Arson	0	0	NA
TOTALS	1	3	-66.66%

PART 2 CRIMES	28 DAY		
	2022	2021	% Change
Assaults (non-aggravated)\Harassment	4	2	100%
Fraud	0	0	NA
Vandalism/Criminal Mischief	1	5	-80%
Disorderly Conduct	0	0	NA
Drug Violations	0	3	-100%
Driving Under the Influence	2	5	-60%
Public Drunkenness	1	1	NA
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	0	0	NA
TOTALS	8	16	-50%

MOTOR VEHICLE ACCIDENTS	28 DAY		
	2022	2021	% Change
Total Accidents	15	13	15.38%
Injury Accidents	5	2	150%
Fatal Accidents	0	0	NA
Property Accidents	2	2	NA



New Britain Township Police Department

Monthly Report -

April 2022

PERFORMANCE STATISTICS

PART 1 CRIMES	YTD		
	2022	2021	% Change
Murder	0	0	NA
Rape	0	2	-100%
Robbery	0	0	NA
Aggravated Assault	0	0	NA
Burglary	1	0	NA
Theft	13	9	44%
Auto Theft	0	1	-100%
Arson	0	1	-100%
TOTALS	14	13	7.69%

PART 2 CRIMES	YTD		
	2022	2021	% Change
Assaults (non-aggravated)/Harassment	10	3	233.33%
Fraud	7	11	-36.36%
Vandalism/Criminal Mischief	4	9	-55.55%
Disorderly Conduct	0	5	-100%
Drug Violations	0	6	-100%
Driving Under the Influence	3	9	-66.66%
Public Drunkenness	1	1	0%
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	0	0	NA
TOTALS	25	44	-43.18%

MOTOR VEHICLE ACCIDENTS	YTD		
	2022	2021	% Change
Total Accidents	67	55	21.81%
Injury Accidents	12	5	140%
Fatal Accidents	0	0	NA
Property Accidents	10	4	150%



New Britain Township

Public Works

Departmental Report

Year: 2022

Month: April

- Drainage:** All drainage systems were checked as needed after heavy rainfalls. We did inlet repairs along Cedar Hill Rd.
- Patching:** We continued cold patching township roadways for potholes and will monitor until permanent repairs can be made.
- Twp. Property:** Street sweeping of all developments and curblines throughout the township has started and will continue until completed, which usually takes about 6 weeks.
- Equip. Maint:** All salt spreaders were washed, greased, and checked over before being removed from dump trucks and placed into storage until October 2022.
The new PW Caterpillar Skid Steer arrived with most of the attachments. Two attachments are on backorder until 2023.
- Other:** The annual Easter Egg Hunt and Easter Bunny Photos returned this year and held at N. Branch Park, last years hunt was cancelled due to Covid-19.
All PW employees attended a Respect/ Harassment Training.

HOURS

Drainage:	90	Hrs.
Patching:	70	Hrs.
Street Signs:	5	Hrs.
Equipment Maint:	117	Hrs.
Township Property Maint:	302	Hrs.
Ballfields:	17.5	Hrs.
Other:	73	Hrs.



Parks & Recreation Monthly Report

May 2022

Next P&R Meeting(s)	May 17, 2022, 7PM has been cancelled (Same as Primary Election Polling Venue). June 21, 2022, 7PM.
Tri Municipal 4th of July Parade	<ul style="list-style-type: none">• Parade Date & Time: July 4, 2022, at 9:30AM.• Web & social media event posts LIVE (incl. reg. form).• PennDOT Road Closure Application full submission upon approval by BOS & Township Manager.• Parade Marshal & Jr., awaiting Veterans Committee• Single Serve Chocolate & Regular Milk Refreshments at Staging Area by Bucks County Dairy Promotion Group along with Pretzels like last year.• Mailed township business letters requesting donations.• Four (4) Convertibles from Fred Beans Car Dealership.• Purchased flags for distribution at parade.• Galena Brass Band increased cost by \$200 due to fuel costs for band members. \$1,100 Total.• Parade Registration Forms distributed to previous participants.
Parks & Recreation Inventory List for Capital Planning Committee	Draft Inventory List distributed to Advisory Board for review/edits.
North Branch Park	Lyons Recreation Update: Miracle's production delays have not improved. Playground equipment may not arrive until late summer, possibly August.
Veterans Park	Free Little Library recommendation for review by Board of Supervisors at upcoming meeting.