



New Britain Township Board of Supervisors

Business Meeting

Monday, July 11, 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
 - B. Service Commendation: Officer Peffall
4. **Presentation Items** (Informational only. Possible action to be taken by the Board at the next Business meeting)
 - A. None
5. **Subdivision/Land Development Projects** (Informational only. Possible action to be taken by the Board at the next Business meeting)
 - A. 267 Creek Road – Preliminary Plan Application
 - B. 396 King Road – Sketch Plan Application
 - C. 700 Manor Drive – Sketch Plan Application
6. **Zoning Hearing Board Applications**
 - A. July 21, 2022 meeting
 - i. 502 New Galena Road
7. Public Comment
8. Action Items
 - A. Motion to approve schedule of bills
 - B. Motion to approve consent agenda
 - i. Rose Marie Tecce has executed the following documents in reference to, 9 Sellersville Rd, TMP #26-001-133: Deed of Dedication of Ultimate Right of Way, Declaration of Conservation Easement Agreements, Private Sanitary Sewer

Easement Agreement, Stormwater Controls and BMP Operation & Maintenance Agreement, and Land Development and Financial Security Agreement.

- ii. County Builders has executed a Development Agreement for 409 W Butler Ave, TMP #26-005-023.

9. Information Items

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

10. Committee Reports

- A. Parks & Recreation Committee

11. Announcements

12. Adjournment

*The Next Meeting of the Board of Supervisors of New Britain Township will take place on **Monday, August 15, 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.*



Meeting Packet

**Board of Supervisors
July 11, 2022**



ACTION ITEMS



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

BOARD MOTION

Date: July 11, 2022

I MOVE THAT: The Board approve the Schedule of Bills dated July 6, 2022 in the amount of \$270,776.01, and authorize the Township Manager to pay all bills, per the attachment.

Presented By: _____

Seconded By: _____

P.O. Type: All		Open: N	Paid: Y	Void: N
Range: First	to Last	Rcvd: N	Held: N	Aprv: N
Format: Condensed		Bid: Y	State: Y	Other: Y
Include Non-Budgeted: Y				Exempt: Y
	Paid Date Range: 06/01/22 to 07/01/22			
	Prior Year Only: N			

Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
2POIN005	2-POINTS OF VIEW ARCHITECTURAL					
22000528	06/15/22 ZONING PERMIT REIMBURSEMENT	Open	50.00	0.00		
ADTC0005	ADT COMMERCIAL					
22000511	06/01/22 SECURITY SYSTEM	Open	165.00	0.00		
22000571	06/08/22 SECURITY SYSTEM	Open	264.87	0.00		
			<u>429.87</u>			
ADVANO10	ADVANCED COLOR AND GRIND LLC					
22000518	06/07/22 PLAYGROUND CHIPS #7921	Open	660.00	0.00		
ALEXA005	ALEXANDER KOMATICK					
22000589	06/29/22 2022 MEDICAL REIMBURSEMENT	Open	779.04	0.00		
ANTHO030	ANTHONY PASSERINI					
22000586	06/28/22 2022 MEDICAL REIMBURSEMENT	Open	376.00	0.00		
AQUAPO10	AQUA PENNSYLVANIA					
22000502	06/01/22 FIRE HYDRANT RENTAL	Open	917.50	0.00		
ARMOU010	ARMOUR & SONS ELECTRIC I					
22000514	06/10/22 TRAFFIC SIGNAL REPAIR	Open	1,003.70	0.00		
ATTM0010	AT&T MOBILITY					
22000537	06/13/22 MOBILE PHONE SERVICE	Open	379.56	0.00		
BERGE010	BERGEY'S INC.					
22000550	06/20/22 PARTS/REPAIRS	Open	127.01	0.00		
BKS CT	BKS CTY COURT REPORTERS, LLC					
22000572	06/24/22 6/16/22 ZONING HEARING	Open	212.50	0.00		
BLOCK005	BLOCK COMMUNICATIONS					
22000512	06/02/22 SKID STEER	Open	322.84	0.00		
BRIANO10	BRIAN JONES					
22000579	06/26/22 2022 MEDICAL REIMBURSEMENT	Open	1,054.57	0.00		
CRIHO10	C. RICHARD MICHIE II					
22000581	06/24/22 2022 MEDICAL REIMBURSEMENT	Open	58.76	0.00		
CENTRO30	CENTRAL BUCKS CHAMBER OF COMME					
22000505	06/01/22 ANNUAL MEMBERSHIP FEE	Open	195.00	0.00		
CHALF080	CHALFONT FIRE COMPANY					
22000530	06/09/22 BYERS CHOICE 052022 PROM	Open	500.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
CHALF080	CHALFONT FIRE COMPANY				Continued				
22000552	06/22/22	MEMORIAL CONTRIB - S. TESHNER	Open		100.00	0.00			
					600.00				
GERHART	Christopher Gerhart								
22000542	06/24/22	TRI -MUNICIPAL PARADE	Open		550.00	0.00			
CLYDE005	CLYDE S. WALTON INC.								
22000527	06/06/22	MECH. PERMIT REFUND	Open		25.00	0.00			
COLON005	Colonial Oil Industries, Inc.								
22000508	06/07/22	OFF ROAD DIESEL	Open		757.54	0.00			
COMCA010	COMCAST								
22000533	06/06/22	CABLE/INTERNET	Open		582.92	0.00			
22000546	06/09/22	CABLE/INTERNET	Open		305.05	0.00			
					887.97				
CONCO010	CONCOURS AUTOMOTIVE								
22000548	06/17/22	AUTO PARTS	Open		132.30	0.00			
COSTC010	COSTCO MEMBERSHIP								
22000564	06/27/22	MEMBERSHIP RENEWAL FEE	Open		120.00	0.00			
DANIE050	DANIEL A. GONZALEZ								
22000590	06/28/22	2022 MEDICAL REIMBURSEMENT	Open		1,000.00	0.00			
DANIE055	DANIEL SACKS								
22000551	06/17/22	2022 HEALTH CLUB REIMB	Open		250.00	0.00			
DISPL010	DISPLAY AND SIGN CENTER								
22000575	06/28/22	PARADE CAR MAGNETS	Open		390.00	0.00			
DSIME010	DSI MEDICAL SERVICES INC.								
22000522	06/01/22	TESTING - DOT MRO BUNDLED	Open		30.83	0.00			
DUNLA010	dunlapSLK								
22000563	06/23/22	2021 AUDIT	Open		1,000.00	0.00			
DVHT010	DVHT								
22000513	06/01/22	HEALTH INSURANCE	Open		66,911.56	0.00			
EASTE010	EASTERN AUTOPARTS WAREHO								
22000524	06/01/22	AUTO PARTS	Open		909.20	0.00			
EXPED005	EXPEDITE THE DIEHL								
22000556	06/24/22	SIGN PERMIT REFUND	Open		45.50	0.00			
FOLEY005	FOLEY INC								
22000510	06/06/22	CATERPILLER 289D3HF	Open		127,070.17	0.00			
FPMAI005	FP MAILING SOLUTIONS								
22000520	06/03/22	POSTAGE METER	Open		117.50	0.00			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
GALLS010	GALLS, LLC	22000506	06/01/22	UNI FORM	Open	131.66	0.00		
GEORG040	GEORGE ALLEN PORTABLE TOILETS	22000544	06/10/22	PORTABLE TOILETS/PARKS	Open	664.00	0.00		
HABER010	H. A. BERKHEIMER INC.	22000503	06/01/22	COMMISSION FEE MAY 2022	Open	65.73	0.00		
HIRSC005	HIRSCHBERG MECHANICAL LLC	22000521	06/13/22	COMMERCIAL SERVICE CHARGE	Open	1,044.00	0.00		
HOMED010	HOME DEPOT CREDIT SERVICES	22000523	06/01/22	SUPPLIES	Open	431.37	0.00		
INTEG010	INTEGRATED TURF MANAGEMENT INC	22000557	06/17/22	POISON IVY NORTH BRANCH PARK	Open	1,475.00	0.00		
JOHNB045	JOHN BATES	22000536	06/09/22	2022 GFOA TRAVEL REIMB	Open	1,598.82	0.00		
		22000576	06/29/22	2022 MEDICAL REIMBURSEMENT	Open	146.73	0.00		
						1,745.55			
KELSE005	KELSEY C. GANTHER	22000585	06/29/22	2022 MEDICAL REIMBURSEMENT	Open	109.69	0.00		
KEYBU005	KEY BUSINESS SOLUTIONS	22000435	06/01/22	POSTAGE METER	Open	15.00	0.00		
KEYST070	KEYSTONE TREE EXPERTS	22000573	06/13/22	TREE SPRAY	Open	195.00	0.00		
KIMG005	KIM GOODWIN	22000577	06/20/22	2022 MEDICAL REIMBURSEMENT	Open	874.37	0.00		
LANDI010	LANDIS BLOCK & CONCRETE	22000574	06/22/22	DRAINAGE SUPPLIES	Open	396.00	0.00		
LOUIS005	LOUIS GENTNER	22000580	06/27/22	2022 MEDICAL REIMBURSEMENT	Open	150.00	0.00		
MWPRE005	M&W PRECAST, LLC	22000516	06/09/22	DRAINAGE SUPPLIES	Open	475.58	0.00		
		22000539	06/09/22	DRAINAGE SUPPLIES	Open	1,924.00	0.00		
						2,399.58			
MARIA015	MARIA CLANCY	22000578	06/29/22	2022 ORTHO REIMBURSEMENT	Open	534.00	0.00		
MORAN010	MORANS LANDSCAPING LLC	22000555	06/15/22	WEED CONTROL	Open	6,000.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
MUNIL005 MUNI LOGIC									
		22000531	06/15/22	MONTHLY HOSTING FEE	Open	265.00	0.00		
NELSO020 NELSON WIRE ROPE CORP.									
		22000558	06/15/22	1850-00923	Open	612.12	0.00		
NORTHO50 NORTH PENN WATER AUTHORITY									
		22000570	06/20/22	WATER	Open	212.11	0.00		
NYCOC010 NYCO CORPORATION									
		22000504	06/01/22	SHOP SUPPLIES	Open	187.09	0.00		
PACHI010 PA CHIEFS OF POLICE ASSOC									
		22000560	06/16/22	TEST (FLST)	Open	247.50	0.00		
PENNS020 PA ONE CALL SYSTEM, INC.									
		22000509	06/01/22	PA ONE CALLS	Open	10.48	0.00		
PAPC0005 PAPCO									
		22000495	06/08/22	PW FUEL	Open	1,233.06	0.00		
		22000496	06/09/22	PW DIESEL	Open	1,556.61	0.00		
		22000497	06/03/22	POLICE FUEL	Open	1,220.99	0.00		
		22000565	06/17/22	POLICE FUEL	Open	2,349.02	0.00		
		22000569	06/22/22	PW DIESEL	Open	1,153.86	0.00		
		22000583	06/23/22	PW FUEL	Open	1,962.88	0.00		
						<u>9,476.42</u>			
PECOE020 PECO ENERGY-PAYMENT PROCESSING									
		22000498	06/09/22	ELECTRIC	Open	640.80	0.00		
		22000526	06/10/22	ELECTRIC	Open	311.96	0.00		
		22000538	06/20/22	ELECTRIC	Open	30.19	0.00		
		22000547	06/17/22	ELECTRIC	Open	72.20	0.00		
		22000561	06/21/22	ELECTRIC	Open	1,552.68	0.00		
		22000584	06/24/22	ELECTRIC	Open	170.73	0.00		
						<u>2,778.56</u>			
PLAST010 PLASTERER EQUIPMENT CO. INC.									
		22000519	06/01/22	BACKHOE REPAIR	Open	1,777.75	0.00		
READY005 READY REFRESH BY NESTLE									
		22000554	06/08/22	BOTTLED WATER	Open	251.57	0.00		
REPUB005 REPUBLIC SERVICES #320									
		22000541	06/15/22	TRASH SERVICES	Open	3,960.27	0.00		
RICHT010 RICHTER DRAFTING & OFFICE SUPP									
		22000559	06/15/22	OFFICE SUPPLIES	Open	245.93	0.00		
ROBER270 ROBERT E. LITTLE, INC.									
		22000515	06/08/22	EQUIPMENT REPAIR	Open	1,186.52	0.00		
		22000549	06/16/22	MOWER PARTS	Open	210.10	0.00		
						<u>1,396.62</u>			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
RYAN005 RYAN LISCHKE									
22000587	06/27/22	2022	MEDICAL REIMBURSEMENT	Open	1,159.90	0.00			
SANDRA SANDRA EZZO									
22000534	06/07/22	2022	MEDICAL REIMBURSEMENT	Open	170.13	0.00			
SHAWN020 SHAWN P. KNIGHT									
22000588	06/30/22	2022	MEDICAL REIMBURSEMENT	Open	426.87	0.00			
STAND020 STANDARD DIGITAL IMAGING									
22000532	06/06/22		COPIER Overage	Open	143.40	0.00			
STAND010 STANDARD INSURANCE COMPANY									
22000562	06/14/22		LIFE/DISABILITY INSURANCE	Open	3,154.15	0.00			
TDAME010 TD AMERITRADE INSTITUTIONAL									
22000582	06/30/22		EMPLOYEE PENSION CONTRIBUTIONS	Open	14,829.24	0.00			
THOMA100 THOMAS WEIDNER									
22000543	06/24/22		TRI-MUNICIPAL PARADE	Open	550.00	0.00			
THOMP010 THOMPSON NETWORKS									
22000540	06/24/22		MONTHLY HELP DESK SERVICES	Open	1,341.00	0.00			
TILLE010 TILLEY FIRE SOLUTIONS									
22000529	06/13/22		ANNUAL INSPECTION/REPLACEMENT	Open	363.15	0.00			
TOWNS015 TOWNSHIP OF NORTHAMPTON									
22000517	06/07/22		BCC VERIZON FRANCHISE	Open	404.97	0.00			
UNITE010 UNITED INSPECTION AGENCY INC.									
22000501	06/08/22		OUTSIDE INSPECTIONS	Open	985.00	0.00			
22000553	06/15/22		OUTSIDE INSPECTIONS	Open	210.00	0.00			
22000566	06/22/22		OUTSIDE INSPECTIONS	Open	290.00	0.00			
					<u>1,485.00</u>				
VERI Z010 VERIZON									
22000499	06/05/22		INTERNET	Open	271.57	0.00			
22000545	06/12/22		FIOS SERVICES/EQUIP	Open	22.30	0.00			
					<u>293.87</u>				
VERI Z050 VERIZON WIRELESS									
22000500	06/01/22		POLICE WIRELESS SERVICE	Open	25.02	0.00			
22000567	06/19/22		POLICE WIRELESS SERVICE	Open	126.01	0.00			
22000568	06/19/22		POLICE WIRELESS SERVICE	Open	480.12	0.00			
					<u>631.15</u>				
WEHRU010 WEHRUNG'S									
22000525	06/01/22		MATERIALS	Open	14.47	0.00			
WILLI080 WILLIAM JONES									
22000507	06/08/22		PSATS REIMBURSEMENT	Open	201.07	0.00			

Vendor #	Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
WILLI080	WILLIAM JONES	Continued					
22000535	06/08/22	2022 MEDICAL REIMBURSEMENT	Open	591.35	0.00		
				<u>792.42</u>			

Total Purchase Orders:	97	Total P.O. Line Items:	0	Total List Amount:	270,776.01	Total Void Amount:	0.00
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**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: July 11, 2022

I MOVE THAT: The Board approve all items on the consent agenda, dated July 11, 2022, per the attachment.

Presented By: _____

Seconded By: _____

Consent Agenda Items for the Next Meeting (07/11/2022)

1. Rose Marie Tecce has executed the following documents in reference to, 9 Sellersville Rd, TMP #26-001-133: Deed of Dedication of Ultimate Right of Way, Declaration of Conservation Easement Agreements, Private Sanitary Sewer Easement Agreement, Stormwater Controls and BMP Operation & Maintenance Agreement, and Land Development and Financial Security Agreement.
2. County Builders has executed a Development Agreement for 409 W Butler Ave, TMP #26-005-023.

Prepared By: John J. Iannozzi, Esquire
HAMBURG, RUBIN, MULLIN, MAXWELL & LUPIN
Record and Return To: John J. Iannozzi, Esquire
HAMBURG, RUBIN, MULLIN, MAXWELL & LUPIN
375 Morris Road
PO Box 1479
Lansdale, PA 19446
(215) 661-0400

Parcel No: 26-001-133

DECLARATION OF CONSERVATION EASEMENT

LOT 1

THIS DECLARATION OF CONSERVATION EASEMENT (“Declaration”) is made this 29th day JUNE, 2022, by **ROSE MARIE TECCE** (“Declarant”).

BACKGROUND

A. Declarant is the owner of certain real property consisting of 1.63 acres located at 9 Sellersville Road, New Britain Township, Bucks County, PA, being Tax Map Parcel No. 26-001-133 (“Property”).

B. Declarant received preliminary/final plan approval of a residential land development that proposes to construct two (2) single-family homes upon two (2) separate lots on the Property, as shown on a plan entitled “Preliminary/Final Minor Subdivision Plans for Alberto Tecce” prepared by Showalter & Associates, Inc., dated April 21, 2021, consisting of five (5) sheets, incorporated herein and made a part hereof by reference (“Plan”).

C. Declarant desires to limit the use and disturbance of the Conservation Area as set forth herein below on Lot 1 as shown on the Plan, and as further described in the metes and bounds prepared by R. L. Showalter & Associates, dated March 24, 2022, attached hereto and made a part hereof as “Exhibit A”.

D. Declarant desires to place this Declaration of record in the Office for the Recorder of Deeds of Bucks County, Pennsylvania.

WHEREFORE, Declarant, for itself, its successors and assigns, and intending to be legally bound, declares and provides as follows:

1. **COVENANTS.**

The Conservation Area shall remain in its natural, wooded and vegetated state. The owner(s) of Lot 1 may, at the owner(s) option, maintain and manage the Conservation Area in accordance with applicable Best Management Practices for

Pennsylvania Forests promulgated by the Pennsylvania State University. The owner(s) of a Lot shall be able to remove native trees or shrubbery from the Conservation Area if the native tree(s) or shrubbery are dead, diseased, dying or creating a nuisance for the Property, upon express written permission by the Township based on reasonable evidence. The owner(s), at the owner(s) option, may also remove invasive trees, shrubbery and plant materials. No building, structures, excavation, depositing, dumping, filling, dredging, cultivation, other disturbances of the soil, or other intrusions shall occur within the conservation easement areas except Township permitted fencing without express written approval of New Britain Township to such intrusions, except for the improvements shown on the Plan. Declarants shall not store materials of any kind within the easement areas and shall protect and maintain the easement areas and their plantings in good condition and repair. Declarants shall keep the easement areas free and clear of all trash, debris, and other materials which may enter the easement areas. This easement benefits the Township for access and restoration.

2. **SUBDIVISION.**

If the Property is lawfully subdivided, this Declaration shall run with all lots created by said subdivision.

3. **GOVERNING LAW.**

This Declaration shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

4. **RECORDING.**

This Declaration shall be recorded in the Office of the Recorder of Deeds for Bucks County, Pennsylvania. Declarant intends and declares that the covenants contained herein shall run with and be appurtenant to title to the Property and shall be a burden upon the Property and shall bind Declarant's successors and assigns. This Declaration may not be amended, modified, or terminated at any time except by written instrument signed by the Declarant or their respective successors or assigns and consented to by New Britain Township Board of Supervisors.

5. **ENFORCEMENT.**

The owner of Lot 1 shall at all times have the right, but not the obligation, to enforce by any proceeding at law or in equity, the covenants contained in this Declaration for Lot 1.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed the day and year first written above.

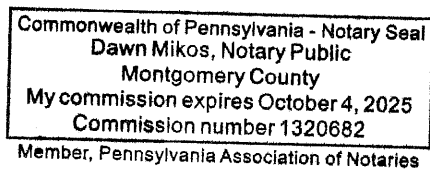
DECLARANT:

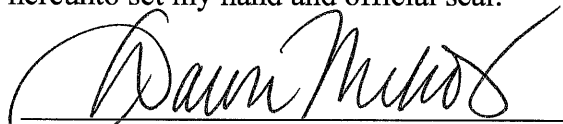

ROSE MARIE TECCE

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF MONTGOMERY : SS.
:

On this, the 29th day of JUNE, 2022, before me, the undersigned officer, personally appeared **ROSE MARIE TECCE**, known to me to be (or satisfactorily proven to be) the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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





Notary Public

EXHIBIT A

Legal Description

LEGAL DESCRIPTION
LOT 1 CONSERVATION EASEMENT

lying within
Lands N/F of Rose Marie Tecce
(T.M.P. #26-001-133)
New Britain Township
Bucks County, PA

ALL THAT CERTAIN Tract of Land, situated in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania, lying within the boundaries of Lands N/F of Rose Marie Tecce (T.M.P. #26-001-133) as shown on the "Minor Subdivision Plan Preliminary/Final", prepared for Alberto Tecce by R.L. Showalter & Associates, Inc, dated April 21, 2021, last revised October 15, 2021 bounded and described to wit:

COMMENCE at a set P.K. nail in the centerline of Sellersville Road (A.K.A West Hillcrest Road), said point being a corner on the Westerly line of Lands N/F of Chalfont Borough (T.M.P. # 07-004-001); THENCE North 41 degrees 23 minutes 00 seconds West along said Westerly line, a distance of 329.40 feet to a set iron pin and the POINT OF BEGINNING;

THENCE, departing the aforesaid Westerly line, South 86 degrees 09 minutes 00 seconds West a distance of 58.75 feet to the line common to Lot 1 and Lot 2 of the aforementioned Minor Subdivision Plan;

THENCE North 33 degrees 19 minutes 17 seconds West, a distance of 157.76 feet to a set concrete monument on the Southerly line of Lands N/F of Robert L. Light and Carol J. Light Revocable Living Trust (T.M.P. # 26-021-080);

THENCE North 45 degrees 45 minutes 00 seconds East along said Southerly line, a distance of 24.50 feet to a set concrete monument on the aforementioned Westerly line of Lands N/F of Chalfont Borough (T.M.P. # 07-004-001);

THENCE South 41 degrees 23 minutes 00 seconds East along said Westerly line, a distance of 193.22 feet to the POINT OF BEGINNING.

CONTAINING: 6,397 square feet, or 0.147 acres

JOB NO: 2014-039
DATE: March 24, 2022

Prepared By: John J. Iannozzi, Esquire
HAMBURG, RUBIN, MULLIN, MAXWELL & LUPIN
Record and Return To: John J. Iannozzi, Esquire
HAMBURG, RUBIN, MULLIN, MAXWELL & LUPIN
375 Morris Road
PO Box 1479
Lansdale, PA 19446
(215) 661-0400

Parcel No: 26-001-133

DECLARATION OF CONSERVATION EASEMENT

LOT 2

THIS DECLARATION OF CONSERVATION EASEMENT (“Declaration”) is made this 29th day JUNE, 2022, by **ROSE MARIE TECCE** (“Declarant”).

BACKGROUND

A. Declarant is the owner of certain real property consisting of 1.63 acres located at 9 Sellersville Road, New Britain Township, Bucks County, PA, being Tax Map Parcel No. 26-001-133 (“Property”).

B. Declarant received preliminary/final plan approval of a residential land development that proposes to construct two (2) single-family homes upon two (2) separate lots on the Property, as shown on a plan entitled “Preliminary/Final Minor Subdivision Plans for Alberto Tecce” prepared by Showalter & Associates, Inc., dated April 21, 2021, consisting of five (5) sheets, incorporated herein and made a part hereof by reference (“Plan”).

C. Declarant desires to limit the use and disturbance of the Conservation Area as set forth herein below on Lot 2 as shown on the Plan, and as further described in the metes and bounds prepared by R. L. Showalter & Associates, dated March 24, 2022, attached hereto and made a part hereof as “Exhibit A”.

D. Declarant desires to place this Declaration of record in the Office for the Recorder of Deeds of Bucks County, Pennsylvania.

WHEREFORE, Declarant, for itself, its successors and assigns, and intending to be legally bound, declares and provides as follows:

1. **COVENANTS.**

The Conservation Area shall remain in its natural, wooded and vegetated state. The owner(s) of Lot 2 may, at the owner(s) option, maintain and manage the Conservation Area in accordance with applicable Best Management Practices for

Pennsylvania Forests promulgated by the Pennsylvania State University. The owner(s) of a Lot shall be able to remove native trees or shrubbery from the Conservation Area if the native tree(s) or shrubbery are dead, diseased, dying or creating a nuisance for the Property, upon express written permission by the Township based on reasonable evidence. The owner(s), at the owner(s) option, may also remove invasive trees, shrubbery and plant materials. No building, structures, excavation, depositing, dumping, filling, dredging, cultivation, other disturbances of the soil, or other intrusions shall occur within the conservation easement areas except Township permitted fencing without express written approval of New Britain Township to such intrusions, except for the improvements shown on the Plan. Declarants shall not store materials of any kind within the easement areas and shall protect and maintain the easement areas and their plantings in good condition and repair. Declarants shall keep the easement areas free and clear of all trash, debris, and other materials which may enter the easement areas. This easement benefits the Township for access and restoration.

2. **SUBDIVISION.**

If the Property is lawfully subdivided, this Declaration shall run with all lots created by said subdivision.

3. **GOVERNING LAW.**

This Declaration shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

4. **RECORDING.**

This Declaration shall be recorded in the Office of the Recorder of Deeds for Bucks County, Pennsylvania. Declarant intends and declares that the covenants contained herein shall run with and be appurtenant to title to the Property and shall be a burden upon the Property and shall bind Declarant's successors and assigns. This Declaration may not be amended, modified, or terminated at any time except by written instrument signed by the Declarant or their respective successors or assigns and consented to by New Britain Township Board of Supervisors.

5. **ENFORCEMENT.**

The owner of Lot 2 shall at all times have the right, but not the obligation, to enforce by any proceeding at law or in equity, the covenants contained in this Declaration for Lot 2.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed the day and year first written above.

DECLARANT:




ROSE MARIE TECCE

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF MONTGOMERY :

On this, the 29th day of JUNE, 2022, before me, the undersigned officer, personally appeared **ROSE MARIE TECCE**, known to me to be (or satisfactorily proven to be) the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Commonwealth of Pennsylvania - Notary Seal
Dawn Mikos, Notary Public
Montgomery County
My commission expires October 4, 2025
Commission number 1320682
Member, Pennsylvania Association of Notaries



Notary Public

EXHIBIT A

Legal Description

LEGAL DESCRIPTION
LOT 2 CONSERVATION EASEMENT
lying within
Lands N/F of Rose Marie Tecce
(T.M.P. #26-001-133)
New Britain Township
Bucks County, PA

ALL THAT CERTAIN Tract of Land, situated in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania, lying within the boundaries of Lands N/F of Rose Marie Tecce (T.M.P. #26-001-133) as shown on the "Minor Subdivision Plan Preliminary/Final", prepared for Alberto Tecce by R.L. Showalter & Associates, Inc, dated April 21, 2021, last revised October 15, 2021 bounded and described to wit:

COMMENCE at a set P.K. nail in the centerline of Sellersville Road (A.K.A West Hillcrest Road), said point being a corner on the Westerly line of Lands N/F of Chalfont Borough (T.M.P. # 07-004-001); THENCE North 41 degrees 23 minutes 00 seconds West along said Westerly line, a distance of 329.40 feet to a set iron pin;

THENCE, departing the aforesaid Westerly line, South 86 degrees 09 minutes 00 seconds West a distance of 58.75 feet to the line common to Lot 1 and Lot 2 of the aforementioned Minor Subdivision Plan and the POINT OF BEGINNING;

THENCE continue South 86 degrees 09 minutes 00 seconds West, a distance of 80.10 feet to a set iron pin on the Easterly line of Lands N/F of Brian K. Wiplinger (T.M.P. # 26-001-134);

THENCE North 11 degrees 26 minutes 00 seconds West along said Easterly line, a distance of 122.55 feet to a found concrete monument on the Southerly line of Lands N/F of Robert L. Light and Carol J. Light Revocable Living Trust (T.M.P. # 26-021-080);

THENCE North 45 degrees 45 minutes 00 seconds East along said Southerly line, a distance of 24.50 feet to a set concrete monument on the aforementioned line common to Lots 1 and 2 of the aforementioned Minor Subdivision Plan;

THENCE South 33 degrees 19 minutes 17 seconds East along said common line, a distance of 157.76 feet to the POINT OF BEGINNING.

CONTAINING: 6,762 square feet, or 0.155 acres

JOB NO: 2014-039

DATE: March 24, 2022

**NEW BRITAIN TOWNSHIP
DEVELOPMENT AGREEMENT
Tecce Subdivision
(9 Sellersville Road)**

THIS AGREEMENT, dated this _____ day of _____, A.D., 2022, is made by and between **NEW BRITAIN TOWNSHIP**, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the "**Township**");

A N D

ROSE MARIE TECCE, an adult individual residing at 3476 Pond View Drive, Chalfont, PA 18914 (hereinafter referred to as "**Developer**"), owner of certain premises in the Township of New Britain, Bucks County, Pennsylvania, consisting of one parcel, totaling 1.63 acres, located on Sellersville Road, New Britain Township, Bucks County, Pennsylvania, also known as Bucks County Tax Parcel No. 26-001-133 (hereinafter referred to as the "**Property**"), and more fully described on a separate set of plans on record in the Township Office entitled the 9 Sellersville Road (Tecce), Preliminary/Minor Subdivision Plan, prepared by R.L. Showalter & Associates, Inc., dated April 21, 2021, last revised October 15, 2021, consisting of sheets 1 through 5; said plans being made a part hereof and incorporated herein by reference although not physically located herein (hereinafter referred to as the "**Plan**").

WITNESSETH

WHEREAS, Developer represents and warrants to Township that it is the legal or equitable owner of the parcel that comprises the Property; and

WHEREAS, Developer further intends to subdivide the Property into two (2) Lots (hereinafter referred to as the "**Project**") pursuant to the Plan and Township's grant of conditional final approval thereof; and

WHEREAS, Developer further intends to construct improvements, including, but not limited to, land clearing, stormwater management, erosion and sediment control, a payment in lieu of road widening, street trees, landscaping, and other requirements (hereinafter referred to as the "**Improvements**") in accordance with the Plan and Township Resolution 2021-22, which granted conditional final plan approval to the Project on September 27, 2021, a copy of which is attached hereto and made a part hereof as **Exhibit "A"**; and

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

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

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

I. PLAN AND PROJECT COMPLIANCE

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

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

II. FORM, EXECUTION, AND RECORDATION OF PLAN

Concurrently with the execution of this Agreement, Developer shall supply to Township the Plan in compliance with the Township Subdivision and Land Development Ordinance and in compliance with the rules and requirements of the Bucks County Recorder of Deeds as to size. The Plan shall be in the form of three (3) paper copies of the record plan, one (1) of which shall be for recordation with the Bucks County Recorder of Deeds. All such prints and copies of the Plan will be signed by Developer and any other fee simple owners of any portion of the Property and duly acknowledged by a raised notary seal affixed. All prints and copies signed by a corporation will have the corporate seal stamp affixed. These copies shall also have affixed thereto an imprint placed by Developer's engineer and/or surveyor. Upon approval by Township, the Plan shall be signed by the New Britain Township Board of Supervisors. Said

Plan and this Agreement, or a memorandum thereof, shall be recorded in the Office of the Bucks County Recorder of Deeds at the expense of Developer.

III. AS-BUILT PLANS TO BE PROVIDED TO TOWNSHIP

Developer agrees to provide Township with a full and complete set of “as-built” drawings, prior to the acceptance of the dedication of any of the Improvements as set forth on the Plan or under this Agreement, provided any improvements are to be dedicated to the Township, or for stormwater improvements for new dwellings or non-residential uses. These “as-built” drawings shall be provided in both hardcopy and electronically in an AutoCAD compatible form. Said “as-built” drawings shall show the location of all utility lines, facilities, service connections, and anything else reasonably required by Township. All street descriptions on these drawings shall be to the centerline with the proper public road easement. All easements, declarations, homeowner association documents, management plans, and Deeds of Dedication shall be to the approval of the Township Solicitor.

IV. CONSTRUCTION PLANS

Developer agrees to provide Township with five (5) full sets of the construction plans for this Project and agrees that no Permits will be issued until this provision is fully met. In addition, Developer shall submit one (1) electronic copy of the CAD file of the Plan, which shall be identical to the paper copies.

V. DEEDS OF DEDICATION - STREETS, EASEMENTS AND OTHER IMPROVEMENTS

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

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

shall be paid for by Developer. Developer shall also be entirely responsible for any transfer tax which may be assessed upon the transfer of any property interest to Township.

VI. DEVELOPER TO EMPLOY AN APPROVED REGISTERED PROFESSIONAL ENGINEER

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

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

VII. PUBLIC UTILITIES

If public water is provided to the Project. Developer agrees that the Project shall be served by the North Wales Water Authority for water service in accordance with the Rules and Regulations of the said Authority. Copies of the fully executed Improvement Agreements with the Authority, along with fully executed required capacity agreements, if any, shall be delivered to Township by Developer prior to the recording of the Plan. Developer shall comply with all terms of said Agreements and all regulations of the Authority.

If public sewer is provided to the Project. Developer agrees that the Project shall be served by the Chalfont New Britain Township Joint Sewer Authority for sewer service in accordance with the Rules and Regulations of the said Authority. Copies of the fully executed Improvement Agreements with the Authority, along with fully executed required capacity agreements, if any, shall be delivered to Township by Developer prior to the recording of the Plan. Developer shall comply with all terms of said Agreements and all regulations of the Authority.

Furthermore, Developer acknowledges and agrees it shall obtain required approvals under the Pennsylvania Sewage Facilities Act from the Pennsylvania Department of Environmental Protection, if applicable, prior to the recording of the Plan, the issuance of any permits by the Township, or the commencement of any work under the terms of this Agreement.

VIII. DEVELOPER'S AGREEMENT TO COMPLETE IMPROVEMENTS

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

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

IX. FINANCIAL SECURITY

Developer agrees to deliver an Irrevocable Letter of Credit (the "*LOC*") to Township to financially guarantee the completion of the Improvements that are required to be completed by Developer. The LOC shall be provided by Univest Bank and Trust Co. (hereinafter referred to as "*Univest*") in the amount of Seventy Nine Thousand Three Hundred Five Dollars (\$79,305.00) (the "*Financial Security*"). The LOC shall be in the Township's name and shall be delivered on or before the time of the execution of this Agreement. This Financial Security represents the estimated amount of money necessary to complete the itemized Improvements set forth on the attached *Exhibit "B"* and is being delivered to Township for the express purpose of guaranteeing Developer's obligations under this Agreement and associated documents, including but not limited to, the attached Exhibits and the Plan, to construct the Improvements as shown on the Plan and as required by this Agreement. This Financial Security shall be extended from time to time as needed until the Improvements as described upon the Plan have been completed and Developer is released by Township from its obligations under this Agreement. No Building Permits will be issued for any building construction until the Financial Security is provided and Developer has posted financial security for those required Improvements not included on *Exhibit "B"*.

In the event that the Improvements are not installed pursuant to the terms of this Agreement, Township shall have the right and privilege to use this Financial Security pursuant to the provisions of this Agreement. Developer hereby agrees if Township determines that Developer has defaulted upon any obligation under this Agreement during the construction of the Project, Township shall have the right and privilege to make demand upon *Univest* for all or part of the amount secured by the Financial Security concerning such defaulted obligation. Any determination of default shall be within the sole discretion of Township and such determination shall constitute a failure to perform a material obligation. Payment to Township by *Univest* shall not require any affirmative declaration

by Township concerning the validity of the announced default, and Developer does hereby authorize said payment. Any such payment made by Univest shall be used to cure the announced default and the resulting expenses incurred thereby, including but not limited to engineering fees, attorney's fees, construction or demolition costs, and repair costs. The Township shall return the remaining balance of said payment, if any, back to Univest, as appropriate, to be held as all or part of the Financial Security.

Upon authorization by the Township Engineer, the Township may periodically release monies guaranteed by the Financial Security in installments for the payment of completed construction work on the Improvements. In no event, however, will funds in excess of eighty-five percent (85%) of the original amount of the LOC be released except as hereinafter provided upon completion and Township approval of the Improvements. The value of said completed Improvements, for purposes of this paragraph, shall be determined by the Township Engineer.

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

Developer acknowledges and agrees that no grading or building permits will be issued by Township for work on this Project until an adequate, Township approved, Financial Security has been provided to guarantee the proper construction of all the Improvements shown on the Plan.

X. RETAINAGE

After all of the Improvements have been constructed in accordance with the Plan and approved pursuant to this Agreement, Township may authorize the reduction of the current amount of the Financial Security to fifteen percent (15%) (said sum hereinafter referred to as "***Retainage***") of the cost of the Improvements to be dedicated to the Township plus the cost of all the Improvements related to stormwater management (collectively hereinafter referred to as the "***Dedicated Improvements***"). The Retainage shall be held for a period of eighteen (18) months from official approval and/or acceptance by Township of the Dedicated Improvements (said period of time to be hereinafter referred to as the "***Maintenance Period***"). The Retainage may also be provided in the form of a maintenance bond or other security, if such form is formally accepted by Township. Upon the expiration of the Maintenance Period, Township shall authorize the holder of the Retainage to release the balance of the Retainage.

The purpose of the Retainage is to guarantee the construction, structural integrity, good working order, and repair of the Dedicated Improvements for the Maintenance Period.

Developer hereby agrees if Township determines that Developer has defaulted upon any obligation under this Agreement during the Maintenance Period, Township shall have the right and privilege to make demand upon the holder of the Retainage for full payment of the Retainage or any part thereof. Any determination of default shall be within the sole discretion of Township and such determination shall constitute a failure to perform a material obligation. Payment to Township by the holder shall not require any affirmative declaration by Township concerning the validity of the announced default, and Developer does hereby authorize said payment. Any such payment made by the holder shall be used to cure the announced default and the resulting expenses incurred thereby, including but not limited to engineering fees, attorney's fees, construction or demolition costs, and repair costs. Township shall return the remaining balance of said payment, if any, to the holder to be held as all or part of the Retainage.

XI. INDEMNIFICATION

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

XII. INSURANCE

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

- a. General Liability - Coverage for bodily injury in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; and property damage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, a combined coverage of One Million Dollars (\$1,000,000.00) for personal injury and property damage per occurrence and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the aggregate may be provided. The general liability insurance shall, at a minimum, include the following endorsements: (1) Comprehensive Form; (2) Premises Operations; (3) Explosion and Collapsed Hazard; (4) Underground Hazard; (5) Products/Completed Operations Hazard; (6) Contractual Insurance; (7) Broad Form Property Damage; and (8) Independent Contractors.
- b. Automobile Liability - Coverage for bodily injury in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; and property damage coverage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, combined coverage of One Million Dollars (\$1,000,000.00) per bodily injury and property damage per occurrence and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the aggregate may be provided. The Automobile Liability Policy shall, at minimum, include the following endorsements: (1) Comprehensive Form; (2) Owned; (3) Hired; and (4) Non-Owned.
- c. Excess Liability - Coverage shall include an umbrella form endorsement insuring against any excess liability with an additional Five Million Dollars (\$5,000,000.00) coverage per occurrence and in the aggregate for bodily injury and property damage combined.
- d. Workers' Compensation - Coverage as is required by the Commonwealth of Pennsylvania. Said coverage may be obtained either by Developer or through Developer's contractor.

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

In the event that Developer fails to provide the required proof of insurance, Township shall have the right to refuse to issue any further permits for the Project and to suspend any previously issued permits in effect at the time of the failure to deliver said proof of insurance until such policy is provided, and also authorizes the Township to obtain said insurance and to

pursue any and all legal remedies necessary to collect the costs of obtaining said insurance from Developer or from the Financial Security or Escrow Account.

XIII. SUBCONTRACTORS AND MATERIALS

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

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

XIV. REMOVAL OF DEBRIS

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

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

XV. SAFETY PRECAUTIONS

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

To help ensure the safety of the general public, Developer may be subject to periodic safety audits by Township. Township is not obligated, however, to conduct these audits. These audits may be conducted by Township employees, Township professionals, or an independent firm chosen by Township. The cost of any such audit shall be borne by Developer. Developer acknowledges that Township is not responsible for the safety of persons and property upon the Property and/or in conjunction with the Project. Furthermore, all construction equipment shall be stored in a locked, enclosed area at the end of the work day, and materials left on site must be stored safely so as not to constitute a public nuisance.

XVI. EROSION AND SEDIMENTATION CONTROL

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

No grading; excavating; removal, or destruction of topsoil, trees, or other vegetative cover of any kind; nor any changes in the contours of the Property shall occur until such time as a plan for minimizing soil erosion and sedimentation has been reviewed and approved by Township, the Bucks County Conservation District, and the Pennsylvania Department of Environmental Protection, if applicable, and such plan has been made a part of the Plan.

Developer shall comply with the Plan during the course of construction and shall use all care possible to prevent siltation and other pollution of the waters of the Commonwealth of Pennsylvania, even if measures exceeding those set forth on the Plan must be employed, installed, and/or constructed. Whenever sedimentation is caused by stripping of vegetation, grading, or other earth moving activities, Developer shall be responsible to remove said sedimentation from all adjoining surfaces, drainage systems, and watercourses, and to repair any damage caused thereby, at Developer's expense. Developer further agrees to maintain control over dust or dirt blowing off the Property in accordance with the rules, regulations, and procedures of the Bucks County Conservation District.

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

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

The temporary storage and stockpiling of topsoil/subsoil upon the Property shall be in accordance with the Plan and shall be done in such a manner so as to cause minimal inconvenience to residents living on or adjacent to the Property with due regard given to health and safety considerations. Topsoil/subsoil unearthed for the construction of the Project shall be redistributed on-site. Provided there is sufficient topsoil on the Property, any lot, open space area, recreation area, buffer, or other area disturbed by grading activities shall be restored with a minimum of ten (10) inches, plus or minus one-half ($\frac{1}{2}$) inch, of topsoil. The storage or berming locations of topsoil shall be approved by Bucks County Conservation District and the Township Engineer prior to any topsoil being stored or stockpiled in those locations. No topsoil shall be removed from the Property without the express written permission of the Township Board of Supervisors.

All grading shall be conducted in accordance with the Plan, and all buildings shall be constructed at the elevation set forth on the Plan or on plot plans submitted at the time of building permit application and approved by the Township Engineer. Prior to framing any structure, Developer and its registered professional surveyor or engineer shall provide a Foundation As-Built Plan certifying the elevation of the proposed structure.

XVII. BLASTING

Before a Blasting Permit is requested, Developer shall meet with the Township Engineer to review all alternatives reasonably available in lieu of blasting. The Township Engineer shall report in writing to the Board of Supervisors at their next regularly scheduled public meeting concerning the results of this meeting. No Blasting Permit shall be issued prior to such written report being received and reviewed by the Board of Supervisors. Notice of the proposed blasting shall be prominently published in The Intelligencer newspaper two (2) times prior to any proposed blasting, with at least ten (10) days between each such publication. The first publication shall not be more than forty-five (45) days from the commencement of the blasting, and the second publication shall not be less than ten (10) days from the commencement of the blasting. The published notice shall state the location(s), purpose(s), date(s), time(s), and amount of blasting proposed to take place. Such publication shall be at Developer's sole expense, and Developer shall provide Township with proof of such publication prior to the issuance of a Blasting Permit.

As a condition for the issuance of a Blasting Permit, Developer shall provide insurance coverage specifically endorsed for blasting activities. Original policy(ies) of insurance that provide liability coverage for all blasting activities shall be forwarded to Township for review and approval prior to the issuance of the Blasting Permit. Such liability insurance shall be in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) in the aggregate with an excess liability or umbrella policy of at least Four Million Dollars (\$4,000,000.00). The blasting insurance coverage may be provided by either Developer or its blasting contractor, so long as the minimum insurance coverage stated above is provided and the policy(ies) name Developer, Developer's contractors and subcontractors, Developer's blasting contractor, and Township as additional insureds. This required insurance shall be primary coverage for the named additional insureds, not secondary. These policies shall be provided by an insurance company that is rated "A-" or better by the A. M. Best Company and are admitted to the Pennsylvania Insurance Guarantee Fund. The premiums for said insurance shall be paid in advance for the entire period covered by said insurance, and written proof of said payment shall be provided to the Township. These policies shall also provide for at least thirty (30) days prior written notice of cancellation or material change.

Upon the request of an owner of any structure located within three hundred fifty (350) feet of the Property, Developer, at its sole expense, shall perform a pre-blasting survey prior to the issuance of a Blasting Permit. This written survey shall list in detail any pre-existing damage to structures, as well as the existence of any drinking water wells, septic or private sewage disposal systems, pools, or any other structures that may be sensitive to blasting activities. A

copy of this written survey shall be signed by Developer and provided to the owner at least five (5) days prior to the proposed blasting activity.

Developer shall provide at least fourteen (14) days prior written notice by first class mail, postage prepaid, to all persons residing upon or owning property located within one thousand (1,000) feet of the Property. This written notice shall advise such residents and property owners when blasting is expected to begin; the anticipated duration of such blasting activities; and the name, address, and policy number of the insurance company providing coverage for such blasting activity. Proof of service of this notice to each resident/property owner shall be provided by Developer to Township as a condition for the issuance of a Blasting Permit.

Developer shall provide the Township Engineer with a plan showing the location of blasting activity at least seven (7) days in advance of blasting. All blasts taking place within five hundred (500) feet of any structure shall be monitored by seismic instrumentation, and the results thereof shall be promptly provided to Township. All blasts shall be conducted in accordance with all applicable State regulations, and in particular, the regulations of the Pennsylvania Department of Environmental Protection, and Developer shall provide copies of all blasting reports prepared for submission to the Pennsylvania Department of Environmental Protection to Township.

In the event any individual or entity makes a written claim for damage allegedly arising out of the blasting activities, Developer shall make contact with such individual or entity within forty-eight (48) hours of receiving notice of the claim, and thereafter Developer shall promptly notify its insurance carrier(s) providing blasting coverage for the claim with a copy of such written notification transmitted to the individual or entity by ordinary mail.

XVIII. OBLIGATIONS OF DEVELOPER DURING CONSTRUCTION

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

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

All utility lines to be installed in or upon the Property shall be placed underground. Prior to construction, Developer shall be obligated to locate all existing underground structures and utilities, including, but not limited to, water, oil and gas mains and lines; and storm and sanitary sewers; and shall undertake any and all steps necessary to protect these structures and utilities from damage or disruption. To determine the location of these underground structures and

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

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

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

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

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

Any damage to a Township road caused by Project construction traffic or traffic related to the Project shall immediately be repaired by Developer at its expense and to the satisfaction of the Township Engineer upon receipt of notice of said damage from the Township.

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

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

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

Landscaping shall be installed by Developer in accordance with the Plan.

Trees and shrubs shown to be preserved on the Plan shall be protected by snow fencing, safety fencing, or silt fencing, to insure that there is no encroachment within the area of their dripline by changing grade, trenching, stockpiling of building materials or topsoil, or the compaction of the soil and roots by any motor vehicle or piece of equipment.

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

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

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

All Improvements shall be constructed in accordance with the Plan and this Agreement. Prior to approval of and/or acceptance of dedication of the Improvements by the Township and during the Maintenance Period, Developer shall be responsible for all maintenance of the Improvements, including, but not limited to, normal repairs and upkeep, lawn mowing, and snow and ice removal. Developer acknowledges that upon completion of construction and/or completion of the Maintenance Period, the owner of the Property shall maintain all Improvements not dedicated to and accepted by Township in good repair, including, but not limited to, storm water facilities, signage, buffering, curbing, sidewalks, retaining walls, light standards, parking spaces including striping of same, fire lanes including striping of same, landscaping, and paved areas in accordance with Township ordinances, codes, rules, and

regulations. Developer's obligation to repair, replace, and maintain the foregoing-described Improvements shall be deemed a covenant to run with the land and shall be binding upon Developer, its heirs, successors and assigns. Notwithstanding the foregoing, Developer shall have no further obligations under this Agreement upon expiration of the Maintenance Period.

XX. TIME FOR COMPLETION

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

XXI. REIMBURSEMENT FOR COSTS AND EXPENSES

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

To ensure such reimbursement, Developer has established as a part of the Financial Security a sum of Nine Thousand Five Hundred Sixteen Dollars and Sixty Cents (\$9,516.60) as set forth within *Exhibit "B"* (hereinafter referred to as the "*Reimbursement Fund*"). If any invoice to Developer from Township for engineering, inspection, legal, or other professional services incurred by Township is not paid by Developer within thirty (30) days after presentation and Developer has not filed a timely challenge to the invoice pursuant to the Pennsylvania Municipalities Planning Code, Township is authorized to direct Uninvest to pay such invoice directly to Township from the Reimbursement Fund. In addition, Developer has established a contingency fund of Six Thousand Three Hundred Forty-Four Dollars and Forty Cents (\$6,344.40) as set forth within *Exhibit "B"* to cover any and all contingencies, cost overruns, and other events that may occur during the construction of the Project, including reimbursement of the Township for all professional service costs which it incurs during the Project (hereinafter referred to as the "*Contingency Fund*"). In the event that the Reimbursement Fund is insufficient to pay all Township-incurred costs, Developer agrees that the Contingency Fund may also be utilized to reimburse Township for such costs.

If any invoice to Developer from Township for engineering, inspection, legal, or any other services incurred by Township is not paid and is not challenged by Developer as set forth above, Township is authorized to withdraw monies from the Reimbursement Fund, or if

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

XXII. INSPECTIONS AND CERTIFICATE OF OCCUPANCY

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

No structure shall be occupied and no Certificate of Occupancy shall be issued until said structure and all of the appurtenances serving this structure, including, but not limited to, all sanitary sewer, storm sewer, roads, and any other improvements required by this Agreement and necessary for the reasonable use and occupancy of the structure have been completed, and inspected and approved by Township. All requirements applicable to said structure under this Agreement, the Plan, and any statute, ordinance, rule, or regulation must be complied with and all roads necessary for ingress and egress to said structure by its occupants and emergency vehicles must be completed up to and including the application of the binder course prior to the issuance of a Certificate of Occupancy. Furthermore, no structure shall be occupied until provisions have been made to prevent the discharge of surface waters from or onto that structure's lot, including, but not limited to, seeding or sodding, weather permitting. Developer shall also, prior to the issuance of any Certificate of Occupancy, install street signs and house numbers for the structure being occupied to enable the easy location and identification of said structure by emergency personnel.

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

Township shall have the right to inspect any of the work being performed on the Property, at any time, to determine if the work has been and is being carried out in compliance

with the Plan; the Township's approvals thereof; the applicable statutes, ordinances, rules, and/or regulations; and this Agreement.

XXIII. TOWNSHIP TO COMPLETE

In the event the work to be performed by Developer is not completed under the terms of this Agreement within the time specified in Paragraph XX, known as "Time for Completion", Township, at its sole option, may perform the said work by its employees or by its designated contractors and shall receive as payment for the same all sums of money equal to the reasonable costs of such work from the Financial Security under the terms of this Agreement. If it decides to undertake this work, Township may make a demand upon the Financial Security prior to commencing the work and shall return any unused funds to Univest once the work is complete. Developer hereby agrees, upon written demand from Township through its Solicitor, to pay the same over to Township, without any further requirement in regards thereto, to reimburse Township for the reasonable cost of the hereinbefore-stated work and any other reasonable costs incurred by Township and owing to Township under the terms of this Agreement. In addition, Developer grants Township the right to enter any and all portions of the Property to install, construct, and maintain the Improvements.

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

XXIV. CAPITAL CONTRIBUTIONS

The following contributions shall be paid contemporaneously with the execution and return of this Development Agreement and shall be in addition to the required Financial Security:

A. Developer shall pay a fee-in-lieu of Seventeen Thousand Five Hundred Thirty-Five Dollars (\$17,535.00), for required public improvements waived by the Township as required by *Exhibit "A"*.

B. Developer shall pay a park and recreation fee for the Project of Twenty-Five Hundred Dollars (\$2,500.00), as required by *Exhibit "A"*.

C. Developer shall contribute One Thousand Five Hundred Seven Dollars and Ninety-Five Cents (\$1,507.95) to the Township for the Stormwater BMP fee, as required by *Exhibit "A"*.

D. Developer shall pay a fee in the amount of Four Hundred Sixty-Four Dollars and Twenty-Three Cents (\$464.23) to the Township which shall accompany the required Stormwater Maintenance Agreement, as required by *Exhibit "A"*.

XXV. REMEDIES AND WAIVER

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

If Township, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Property, Township may pursue its remedies under this Paragraph without prior notice to Developer or without waiting for the period provided for cure to expire. Developer agrees that Township's remedies at law for any violation of the terms of this Agreement are inadequate and that Township shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which Township may be entitled, including specific performance of the terms of this Agreement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

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

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

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

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

XXVI. THIRD PARTY BENEFICIARIES

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

XXVII. GENDER

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

XXVIII. ASSIGNMENT

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

XXIX. SUCCESSORS AND ASSIGNS

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

XXX. AMBIGUITY IN THIS AGREEMENT

If any ambiguity or ambiguities in this Agreement or any other agreement between Township and Developer concerning the Project should be claimed by either Developer or

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

XXXI. EXTENT OF AGREEMENT

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

XXXII. GOVERNING LAW

This Improvement Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and the Ordinances of New Britain Township. All the parties to this Agreement hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Bucks County, Pennsylvania regarding any dispute arising out of or in connection with this Agreement.

XXXIII. SEVERABILITY

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

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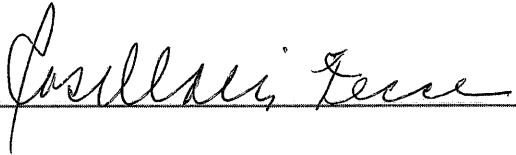
**NEW BRITAIN TOWNSHIP
DEVELOPMENT AGREEMENT
Tecce Subdivision
(9 Sellersville Road)
(Signatures)**

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

DEVELOPER

ROSE MARIE TECCE

Witness



TOWNSHIP:

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

Approved by the proper action of the Board of Supervisors of New Britain Township on the _____ day of _____, A.D., 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: William B. Jones, III

Title: Chairman

ATTEST:

Eileen Bradley, Secretary

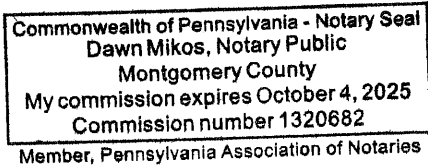
**NEW BRITAIN TOWNSHIP
DEVELOPMENT AGREEMENT
Tecce Subdivision
(9 Sellersville Road)
(Acknowledgments)**

BY DEVELOPER

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

On this 29th day of JUNE, 2022, before me a Notary Public, personally appeared **ROSE MARIE TECCI**, an adult individual, and as such, executed the foregoing instrument for the purposes therein contained.

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



Dawn Mikos (SEAL)
Notary Public

BY TOWNSHIP

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

On this _____ day of _____, 2022, before me a Notary Public, personally appeared **WILLIAM B. JONES, III, CHAIRMAN OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP**, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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

Notary Public (SEAL)

Prepared by:

John J. Iannozzi, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin

Return to:

John J. Iannozzi, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin
375 Morris Road, P. O. Box 1479
Lansdale, PA 19446-0773
215-661-0400

Parcel Nos. 26-001-133 (Lot 1)
_____ (Lot 2)

PRIVATE SANITARY SEWER EASEMENT
PUBLIC UTILITY

THIS INDENTURE made this 29th day of JUNE, 2022, between ROSE MARIE
TECCE, hereinafter referred to as "Grantor", and ROSE MARIE TECCE, hereinafter referred to
as the Grantee.

WITNESSETH:

THAT said Grantor has granted, bargained, and sold and by these presents doth grant,
bargain, and sell unto Grantee, its successors and assigns, the free and uninterrupted use, liberty,
and privilege of and passage in and along that area, lot or parcel for the purpose of providing a
fifteen foot (15') sanitary sewer easement which is described in the metes and bounds prepared by
R. L. Showalter & Associates, dated September 28, 2021, attached hereto and made a part hereof as
Exhibit "A" ("Legal Description"), and further shown on the Minor Subdivision Plan prepared by
R. L. Showalter & Associates, dated April 21, 2021 and last revised October 15, 2021, incorporated
herein and made a part hereof by reference consisting of a fifteen foot (15') sanitary sewer
easement.

Such use, liberty, and privilege being hereby granted to Grantee for the purpose of permitting Grantee, its successors, and assigns to construct, install, reconstruct, repair and maintain sanitary sewer lines, and any necessary appurtenances related to the sanitary sewer lines and air release manhole (collectively the "Improvements") which shall not be extended beyond the aforesaid parcel or parcels of ground to which the easement herein granted appertains;

TO HAVE AND TO HOLD the same perpetually to Grantee, its successors, and assigns so long as any portion of the Improvements is used and maintained upon the aforesaid parcel or parcels of ground, together with the right and privilege at any and all times to enter the aforesaid parcel or parcels of ground or any part thereof, for the purpose of constructing, reconstructing, and maintaining the Improvements, and for making connections therewith; all upon the condition that Grantee, its successors and assigns will at all times, after doing any work in connection with the construction, reconstruction, repair, or maintenance of any of the Improvements, restore the Premises as nearly as possible to the condition in which same were found before such work was undertaken, it being understood that the Grantee shall only be responsible for patching that portion of the street located upon the Premises upon which it has undertaken construction, reconstruction, repair or maintenance activities.

And the said Grantor, for itself, its successors and assigns, by these presents, covenants, promises, and agrees to and with the said Grantee, its successors and assigns, that neither Grantor, nor its successors and assigns, shall nor will at any time thereafter, ask, demand, or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money for this Sanitary Sewer Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Sanitary Sewer Easement the day and year first above written.

GRANTOR:

By: Rose Marie Tece
Rose Marie Tece

GRANTEE:

By: Rose Marie Tece
Rose Marie Tece

COMMONWEALTH OF PENNSYLVANIA :
 :
 : SS.
COUNTY OF MONTGOMERY :

On this, the 29th day of JUNE, 2022, before me, the undersigned officer, personally appeared **ROSE MARIE TECCE**, known to me to be (or satisfactorily proven to be) the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Commonwealth of Pennsylvania - Notary Seal
Dawn Mikos, Notary Public
Montgomery County
My commission expires October 4, 2025
Commission number 1320682
Member, Pennsylvania Association of Notaries

Dawn Mikos
Notary Public

EXHIBIT A

Legal Description

LEGAL DESCRIPTION
15 FEET WIDE SANITARY SEWER EASEMENT

lying within
Lands N/F of Rose Marie Tecce
(T.M.P. #26-001-133)
New Britain Township
Bucks County, PA

ALL THAT CERTAIN Tract of Land, situated in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania, lying within the boundaries of Lands N/F of Rose Marie Tecce (T.M.P. #26-001-133) as shown on the "Minor Subdivision Plan Preliminary/Final", prepared for Alberto Tecce by R.L. Showalter & Associates, Inc, Project No. 2014-039, dated April 4, 2021, bounded and described to wit:

COMMENCE at a set P.K. nail in the centerline of Sellersville Road (A.K.A West Hillcrest Road), said point being a corner on the Westerly line of Lands N/F of Chalfont Borough (T.M.P. # 07-004-001); THENCE North 41 degrees 23 minutes 00 seconds West along said Westerly line, a distance of 37.83 feet to a set concrete monument lying on the ultimate right-of-way line of said Sellersville Road, and the POINT OF BEGINNING;

THENCE South 86 degrees 09 minutes 00 seconds West along said ultimate right of way line, a distance of 185.69 feet to a set concrete monument common to Lots 1 and 2 of the aforementioned Minor Subdivision Plan;

THENCE North 03 degrees 51 minutes 00 seconds West along the line common to said Lots 1 and 2, a distance of 15.00 feet to a set concrete monument;

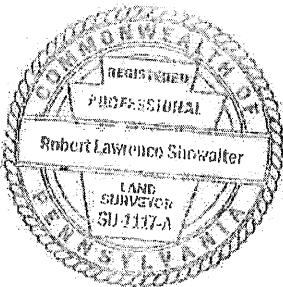
THENCE North 86 degrees 09 minutes 00 seconds East along a line lying fifteen feet Northerly at perpendicular measure from said ultimate right-of-way line, a distance of 174.17 feet to a set concrete monument on the aforementioned Westerly line of Lands N/F of Chalfont Borough (T.M.P. # 07-004-001);

THENCE South 41 degrees 23 minutes 00 seconds East along said Westerly line, a distance of 18.92 feet to the POINT OF BEGINNING.

CONTAINING: 2,699 square feet, or 0.062 acres

JOB NO: 2014-039

DATE: September 28, 2021



A handwritten signature in black ink, appearing to read "Robert L. Showalter".

R. L. Showalter & Associates

**STORMWATER CONTROLS AND BEST MANAGEMENT PRACTICES
OPERATIONS AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 29th day of JUNE, 2022 by and between **ROSE MARIE TECCE**, (hereinafter “Landowner”), and **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, (hereinafter “Municipality”);

WITNESSETH

WHEREAS, Landowner received preliminary/final plan approval of a residential land development that proposes to construct two (2) single-family homes upon two (2) separate lots on a 1.63 acre parcel of land located at 9 Sellersville Road, identified as Tax Map Parcel No. 26-001-133, and further shown on a Plan entitled Preliminary/Final Minor Subdivision Plans for Alberto Tecce, prepared by Showalter & Associates, dated April 21, 2021, (“Property”).

WHEREAS, the Landowner is proceeding to build and develop the Property;

WHEREAS, the Stormwater Controls and BMP Operations and Maintenance Procedures approved by the Municipality (“Plan”) for the Property identified herein, which is incorporated herein and made a part hereof by reference, provides for management of stormwater within the confines of the Property through the use of Best Management Practices (BMPs);

WHEREAS, the Municipality, and the Landowner, his successors and assigns, agree that the health, safety, and welfare of the residents of the Municipality and the protection and maintenance of water quality require that on-site stormwater Best Management Practices be constructed and maintained on the Property;

WHEREAS, for the purposes of this agreement, the following definitions shall apply: BMP – “Best Management Practice,” activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the Municipal Stormwater Management Ordinance, including but not limited to infiltration trenches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers, sand filters and detention basins.

WHEREAS, the Municipality requires, through the implementation of the Plan, that stormwater management BMPs as required by said Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, his successors and assigns.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The BMPs shall be constructed by the Landowner in accordance with the plans and specifications identified in the Plan.
2. The Landowner shall operate and maintain the BMP(s) as shown on the Plan in good working order acceptable to the Municipality and in accordance with the specific maintenance requirements noted on the Plan. At no time shall BMP(s) be removed or altered in any manner without the prior written approval of the Township.
3. The Landowner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) whenever it deems necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the property.
4. In the event the Landowner fails to operate and maintain the BMP(s) as shown on the Plan in good working order acceptable to the Municipality, the Municipality or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). This provision shall not be construed to allow the Municipality to erect any permanent structure on the land of the Landowner. It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.
5. In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Municipality.
6. The intent and purpose of this Agreement is to ensure the proper maintenance of the BMP(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
7. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release the Municipality's employees and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted

against said employees and representatives from the construction, presence, existence or maintenance of BMP(s) by the Landowner or Municipality. In the event that a claim is asserted against the Municipality, its designated representatives or employees, the Municipality shall promptly notify the Landowner and the Landowner shall defend, at his own expense, any suit based on the claim. If any judgment or claims against the Municipality's employees or designated representatives shall be allowed, the Landowner shall pay all costs and expenses regarding said judgment or claim.

8. Landowner hereby agrees to retain a reputable service company to inspect any and all Stormwater Management Facilities installed and/or constructed as a part of this Project. Such inspection shall occur on an annual basis and, if required, this service company shall clean such structures by removing any debris or other material from them. The material removed must be disposed of at a DEP-permitted landfill or some other facility approved by DEP for the handling of such material. Landowner is specifically prohibited from flushing any debris or other material out of the Facilities. Landowner hereby agrees to comply with all regulations promulgated by the PADEP NPDES MS4 program.
9. Landowner hereby grants permission to the Township, its authorized agents and employees, upon presentation of proper identification, to enter upon the Property at reasonable times to observe the Stormwater Management Facilities whenever the Township deems necessary. The purpose of such inspections is to ensure safe and proper functioning of the Facilities. The observations shall cover each and every Facility and the appurtenant structures, including BMPs, access roads, etc. When inspections are conducted, the Township shall give Landowner copies of any reports which may be prepared. Maintenance inspections shall be performed at the discretion of the Township. All reasonable costs for said inspections shall be borne by the Landowner and payable to the Township.

This Agreement shall be recorded at the Office of the Recorder of Deeds of Bucks County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

WITNESS the following signatures and seals:

For the Municipality:

By: _____

For the Landowner:

By: 
ROSE MARIE TECCE

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF _____ :

On the ____ day of _____, 2022, before me, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the _____ of the New Britain Township _____, a Municipal Corporation, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

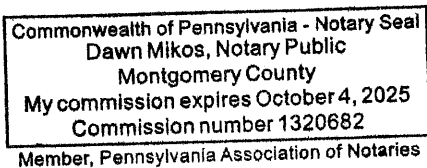
COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF MONTGOMERY :

On this, the 29th day of JUNE, 2022, before me, the undersigned officer, personally appeared **ROSE MARIE TECCE**, known to me to be (or satisfactorily proven to be) the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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



Dawn Mikos
Notary Public

Prepared By: John J. Iannozzi, Esquire
HAMBURG, RUBIN, MULLIN, MAXWELL & LUPIN
Record and Return To: John J. Iannozzi, Esquire
HAMBURG, RUBIN, MULLIN, MAXWELL & LUPIN
375 Morris Road
PO Box 1479
Lansdale, PA 19446
(215) 661-0400

Parcel No: 26-001-133

DEED OF DEDICATION OF SELLERSVILLE ROAD
ULTIMATE RIGHT OF WAY

THIS INDENTURE is made this 29th day of JUNE, 2022, between ROSE MARIE TECCE, ("Grantor") and NEW BRITAIN TOWNSHIP, a Municipal Corporation of Bucks County, Pennsylvania (hereinafter called "Grantee").

WITNESSETH:

That the said Grantor, for and in consideration of the advantage to itself accruing has granted, bargained, sold, and conveyed and by these presents does grant, bargain, sell, and convey unto the said Grantee, its successors and assigns, that area, lot or parcel described in the metes and bounds description prepared by R. L. Showalter & Associates, dated September 28, 2021, attached hereto and made a part hereof as Exhibit "A" ("Legal Description") and as shown on the Exhibit Plan prepared by R. L. Showalter & Associates, dated April 21, 2021, attached hereto and made a part hereof as Exhibit "B" ("Plan") ("Right of Way Area"). To have and to hold, the said Right of Way Area above described unto the said Grantee, to and for the only proper use and behoof of said Grantee, its successors and assigns forever, as and for a public street and/or highway and/or storm water management facility or other public improvement and for any other use or purpose designated by the Grantee including, but not limited to, the right to use the said Right of Way Area for sanitary

sewers, sidewalks, and/or drainage control to the same extent and with the same effect as if the said street had been opened by eminent domain after proceedings duly had for that purpose under and pursuant to the Rules and Regulations of the New Britain Township Code, the Eminent Domain Code and/or any other applicable law of the Commonwealth of Pennsylvania. And the said Grantor, for itself, its successors and assigns, by these presents, covenants, promises, and agrees to and with the said Grantee, its successors and assigns, that neither the Grantor, nor its successors and assigns, shall nor will at any time thereafter, ask, demand, or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for the Right of Way Area or by reason of the physical grading of said street to the grade as now established by Grantee, and if such grade shall not be established at the day or the date of these presents that neither the said Grantor, or Grantor's successors and assigns, shall or will at any time hereafter ask, demand, recover, or receive any such damage by reason of the physical grading of said street to conform to the grade as first thereafter established or confirmed by Grantee.

And the said Grantor, for itself, its successors and assigns, does by these presents agree to waive any and all damages to or for the Right of Way Area and further covenant, promise, and agree to and with said Grantee, its successors and assigns, that the said Right of Way Area above described unto the said Grantee, its successors and assigns, against the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under Grantor, or them or any of them, shall and will warrant and forever defend.

AND, this Deed of Dedication is State and local transfer tax exempt pursuant to 61 Pa. Code 91.193 (b)(1)(ii).

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed
the day and year first above written.

GRANTOR:

By: 
ROSE MARIE TECCE

**The foregoing Deed of Dedication
is hereby accepted.**

**GRANTEE:
NEW BRITAIN TOWNSHIP**

By: _____


Attest: _____

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF MONTGOMERY :

On this, the 29th day of JUNE, 2022, before me, the undersigned officer, personally appeared ROSE MARIE TECCE, known to me to be (or satisfactorily proven to be) the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Commonwealth of Pennsylvania - Notary Seal
Dawn Mikos, Notary Public
Montgomery County
My commission expires October 4, 2025
Commission number 1320682
Member, Pennsylvania Association of Notaries



Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF _____ :

On the ____ day of _____, 2022, before me, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the ____ of the New Britain Township _____, a Municipal Corporation, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

EXHIBIT "A"

Legal Description

**LEGAL DESCRIPTION
RIGHT OF WAY DEDICATION**
lying within
Lands N/F of Rose Marie Tecce
(T.M.P. #26-001-133)
New Britain Township
Bucks County, PA

ALL THAT CERTAIN Tract of Land, situated in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania, lying within the boundaries of Lands N/F of Rose Marie Tecce (T.M.P. #26-001-133) as shown on the "Minor Subdivision Plan Preliminary/Final", prepared for Alberto Tecce by R.L. Showalter & Associates, Inc, Project No. 2014-039, dated April 4, 2021, bounded and described to wit:

BEGINNING at a set P.K. nail in the centerline of Sellersville Road (A.K.A West Hillcrest Road), said point being a corner on the Westerly line of Lands N/F of Chalfont Borough (T.M.P. # 07-004-001);

THENCE, in and along said Sellersville Road, South 86 degrees 09 minutes 00 seconds West, a distance of 304.75 feet to a set P.K. nail on the Easterly line of Lands N/F of Brian K. Wipplinger (T.M.P. #26-001-134);

THENCE North 11 degrees 26 minutes 00 seconds West along said Easterly line, a distance of 30.27 feet to a set concrete monument on the ultimate right-of-way line of said Sellersville Road;

THENCE North 86 degrees 09 minutes 00 seconds East along said ultimate right-of-way line, a distance of 285.69 feet to a set concrete monument on the Westerly line of the aforementioned Lands N/F of Chalfont Borough (T.M.P. # 07-004-001);

THENCE South 41 degrees 23 minutes 00 seconds East along said Westerly line, a distance of 37.83 feet to the POINT OF BEGINNING.

CONTAINING: 8,856 square feet, or 0.203 acres

JOB NO: 2014-039

DATE: September 28, 2021



R. L. Showalter & Associates

EXHIBIT "B"

Plan

NOTICE TO CONTRACTOR
 CONTRACT NO. _____
 DATE OF AWARD _____
 CONTRACT VALUE _____
 PROJECT LOCATION _____
 PROJECT DESCRIPTION _____

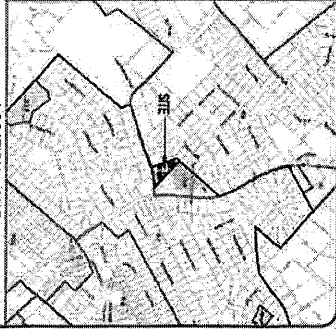
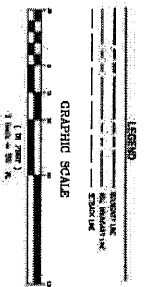
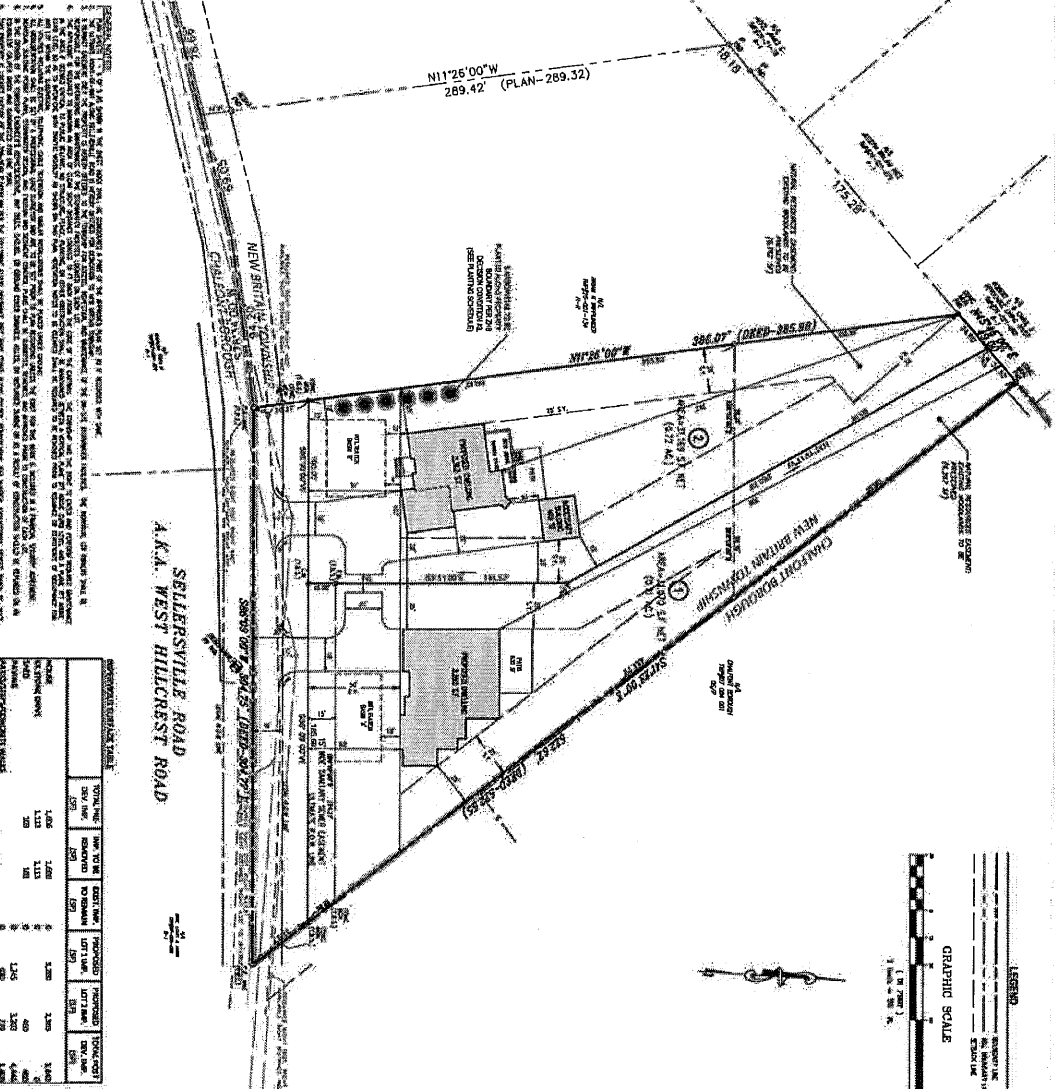
GENERAL CONDITIONS
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND LOCAL GOVERNMENT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND LOCAL GOVERNMENT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND LOCAL GOVERNMENT AUTHORITIES.

GENERAL NOTES
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

GENERAL NOTES
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

GENERAL NOTES
 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

CALL BEFORE YOU DIG!
 PHOENIXIA LAND SERVICES IS PROVIDING THIS INFORMATION FOR YOUR INFORMATION ONLY. YOU ARE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND LOCAL GOVERNMENT AUTHORITIES.



CONTRACTOR'S OBLIGATIONS
 The Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies and local government authorities. The Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies and local government authorities.

GENERAL NOTES
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

LOT NO.	AREA (SQ. FT.)	AREA (ACRES)	PERCENTAGE OF TOTAL AREA
1	1,200	0.027	0.27%
2	1,200	0.027	0.27%
3	1,200	0.027	0.27%
4	1,200	0.027	0.27%
5	1,200	0.027	0.27%
6	1,200	0.027	0.27%
7	1,200	0.027	0.27%
8	1,200	0.027	0.27%
9	1,200	0.027	0.27%
10	1,200	0.027	0.27%
11	1,200	0.027	0.27%
12	1,200	0.027	0.27%
13	1,200	0.027	0.27%
14	1,200	0.027	0.27%
15	1,200	0.027	0.27%
16	1,200	0.027	0.27%
17	1,200	0.027	0.27%
18	1,200	0.027	0.27%
19	1,200	0.027	0.27%
20	1,200	0.027	0.27%
21	1,200	0.027	0.27%
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24	1,200	0.027	0.27%
25	1,200	0.027	0.27%
26	1,200	0.027	0.27%
27	1,200	0.027	0.27%
28	1,200	0.027	0.27%
29	1,200	0.027	0.27%
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39	1,200	0.027	0.27%
40	1,200	0.027	0.27%
41	1,200	0.027	0.27%
42	1,200	0.027	0.27%
43	1,200	0.027	0.27%
44	1,200	0.027	0.27%
45	1,200	0.027	0.27%
46	1,200	0.027	0.27%
47	1,200	0.027	0.27%
48	1,200	0.027	0.27%
49	1,200	0.027	0.27%
50	1,200	0.027	0.27%

MINOR SUBDIVISION PLAN PRELIMINARY/FINAL

R. L. Showalter & Associates, Inc.
 1100 Old Mill Road
 P.O. Box 200
 Sellersville, PA 17370

SCALE: 1" = 30'
 DATE: 04/21/2021
 DRAWN BY: JMS
 CHECKED BY: CALDON, PA.

**PROJECT: NEW BRITAIN TOWNSHIP
 PRELIMINARY PLAN
 9 SELLERSVILLE TWP.**

SHEET 1 OF 5

**NEW BRITAIN TOWNSHIP
DEVELOPMENT AGREEMENT
(409 West Butler Avenue / Butler Pike Properties LP)**

THIS AGREEMENT, dated this _____ day of _____, A.D., 2022, is made by and between ***NEW BRITAIN TOWNSHIP***, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “***Township***”);

A N D

BUTLER PIKE PROPERTIES LP, a Pennsylvania Limited Partnership, having offices at 76 Griffith Miles Circle, Warminster, PA 18974 (hereinafter referred to as “***Developer***”), owner or equitable owner of certain premises in the Township of New Britain, Bucks County, Pennsylvania, consisting of one (1) parcel, totaling 7.3 acres, located at 409 West Butler Avenue, New Britain Township, Bucks County, Pennsylvania, also known as Bucks County Tax Parcel No. 26-005-023 (hereinafter referred to as the “***Property***”), and more fully described on a separate set of plans on record in the Township Office entitled the Preliminary and Final Land Development Plans for Butler Avenue Property, prepared by Holmes Cunningham LLC, consisting of twenty-one (21) sheets, dated November 30, 2021, last revised _____; said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the “***Plan***”).

W I T N E S S E T H

WHEREAS, Developer represents and warrants to Township that it is the legal or equitable owner of the parcels that comprise the Property; and

WHEREAS, Developer further intends to develop the Property by constructing two separate buildings with residential and commercial uses (hereinafter referred to as the “***Project***”) pursuant to the Plan and Township’s grant of conditional final approval thereof; and

WHEREAS, Developer further intends to construct improvements, including, but not limited to, land clearing, stormwater management, erosion and sediment control, road construction and widening, street trees, landscaping, and other requirements (hereinafter referred to as the “***Improvements***”) in accordance with the Plan and Township Resolution 2022-07, which granted conditional final plan approval to the Project on March 21, 2022, a copy of which is attached hereto and made a part hereof as ***Exhibit “A”***; and

WHEREAS, Developer and Township are desirous of clarifying and stipulating in detail Developer’s obligations pursuant to Township’s Subdivision and Land Development Ordinance for the Project; and

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

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

I. PLAN AND PROJECT COMPLIANCE

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

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

II. FORM, EXECUTION, AND RECORDATION OF PLAN

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

Agreement, or a memorandum thereof, shall be recorded in the Office of the Bucks County Recorder of Deeds at the expense of Developer.

III. AS-BUILT PLANS TO BE PROVIDED TO TOWNSHIP

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

IV. CONSTRUCTION PLANS

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

V. DEEDS OF DEDICATION - STREETS, EASEMENTS AND OTHER IMPROVEMENTS

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

Prior to the acceptance of dedication, Developer shall furnish to Township, at its own expense, a commitment for title insurance issued by a title insurance company acceptable to Township, indicating that the areas to be conveyed, dedicated, or eased are free and clear of all encumbrances, restrictions, easements, or covenants of any nature which may interfere with Township’s ownership and use of such areas for their intended use. Such commitment and title insurance policy to be issued to Township shall be in an amount satisfactory to Township and

shall be paid for by Developer. Developer shall also be entirely responsible for any transfer tax which may be assessed upon the transfer of any property interest to Township.

VI. DEVELOPER TO EMPLOY AN APPROVED REGISTERED PROFESSIONAL ENGINEER

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

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

VII. PUBLIC UTILITIES

Developer agrees that the Project shall be served by the North Wales Water Authority for water service in accordance with the Rules and Regulations of the said Authority. Copies of the fully executed Improvement Agreements with the Authority, along with fully executed required capacity agreements, if any, shall be delivered to Township by Developer prior to the recording of the Plan. Developer shall comply with all terms of said Agreements and all regulations of the Authority.

Developer agrees that the Project shall be served by the Chalfont New Britain Township Joint Sewer Authority for sewer service in accordance with the Rules and Regulations of the said Authority. Copies of the fully executed Improvement Agreements with the Authority, along with fully executed required capacity agreements, if any, shall be delivered to Township by Developer prior to the recording of the Plan. Developer shall comply with all terms of said Agreements and all regulations of the Authority.

Furthermore, Developer acknowledges and agrees it shall obtain required approvals under the Pennsylvania Sewage Facilities Act from the Pennsylvania Department of Environmental Protection, if applicable, prior to the recording of the Plan, the issuance of any permits by the Township, or the commencement of any work under the terms of this Agreement.

VIII. DEVELOPER'S AGREEMENT TO COMPLETE IMPROVEMENTS

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

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

IX. FINANCIAL SECURITY

Developer agrees to deliver a performance bond to Township to financially guarantee the completion of the Improvements that are required to be completed by Developer. The performance bond shall be provided by Cincinnati Insurance Company, 6200 South Gilmore Road, Fairfield, OH 45014-5141, in the amount of One Million Three Hundred Ninety-Eight Thousand Four Hundred Six Dollars and Thirty-Three Cents (\$1,398,406.33) (the "*Financial Security*"). The performance bond shall be in the Township's name and shall be delivered on or before the time of the execution of this Agreement. This Financial Security represents the estimated amount of money necessary to complete the itemized Improvements set forth on the attached *Exhibit "B"* and is being delivered to Township for the express purpose of guaranteeing Developer's obligations under this Agreement and associated documents, including but not limited to, the attached Exhibits and the Plan, to construct the Improvements as shown on the Plan and as required by this Agreement. This Financial Security shall be extended from time to time as needed until the Improvements as described upon the Plan have been completed and Developer is released by Township from its obligations under this Agreement. No Building Permits will be issued for any building construction until the Financial Security is provided and Butler Pike Properties LP has posted financial security for those required Improvements included on *Exhibit "B"*.

In the event that the Improvements are not installed pursuant to the terms of this Agreement, Township shall have the right and privilege to use this Financial Security pursuant to the provisions of this Agreement. Developer hereby agrees if Township determines that Developer has defaulted upon any obligation under this Agreement during the construction of the Project, after reasonable notice to Developer and an opportunity to cure such default, Township shall have the right and privilege to make demand upon Cincinnati Insurance Company for all or part of the amount secured by the Financial Security concerning such defaulted obligation. Any determination of default shall

be within the sole discretion of Township. Payment to Township by Cincinnati Insurance Company shall not require any affirmative declaration by Township concerning the validity of the announced default, and Developer does hereby authorize said payment. Any such payment made by Cincinnati Insurance Company shall be used only to cure the announced default and the resulting actual expenses incurred thereby, including but not limited to reasonable engineering fees, reasonable attorney's fees, construction or demolition costs, and repair costs. The Township shall return the remaining balance of said payment, if any, back to Cincinnati Insurance Company, as appropriate, to be held as all or part of the Financial Security.

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

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

Developer acknowledges and agrees that no grading or building permits will be issued by Township for work on this Project until an adequate, Township approved, Financial Security has been provided to guarantee the proper construction of the Improvements shown on the Plan.

X. RETAINAGE

After all of the Improvements have been constructed in accordance with the Plan and approved pursuant to this Agreement, Township may authorize the reduction of the current amount of the Financial Security to fifteen percent (15%) (said sum hereinafter referred to as "***Retainage***") of the cost of the Improvements to be dedicated to the Township plus the cost of all the Improvements related to stormwater management (collectively hereinafter referred to as the "***Dedicated Improvements***"). The Retainage shall be held for a period of eighteen (18) months from official approval and/or acceptance by Township of the Dedicated Improvements (said period of time to be hereinafter referred to as the "***Maintenance Period***"). The Retainage may also be provided in the form of a maintenance bond or other security, if such form is formally accepted by Township. Upon the expiration of the Maintenance Period, Township shall authorize the holder of the Retainage to release the balance of the Retainage.

The purpose of the Retainage is to guarantee the construction, structural integrity, good working order, and repair of the Dedicated Improvements for the Maintenance Period. Developer hereby agrees if Township determines that Developer has defaulted upon any obligation under this Agreement relating to the Dedicated Improvements and improvements needed to maintain the stormwater system during the Maintenance Period, Township shall have the right and privilege to make demand upon the holder of the Retainage for full payment of the Retainage or any part thereof. Any determination of default shall be within the sole discretion of Township. Payment to Township by the holder shall not require any affirmative declaration by Township concerning the validity of the announced default, and Developer does hereby authorize said payment. Any such payment made by the holder shall be used only to cure the announced default and the resulting expenses incurred thereby, including but not limited to reasonable engineering fees, reasonable attorney's fees, construction or demolition costs, and repair costs. Township shall return the remaining balance of said payment, if any, to the holder to be held as all or part of the Retainage.

XI. INDEMNIFICATION

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

XII. INSURANCE

Developer agrees to maintain as to this Project, policies of liability insurance in full force and effect during the life of this Agreement expressly naming New Britain Township and its employees, the New Britain Township Board of Supervisors individually, while acting on Township business, and the Township Engineer as additional insureds. This required insurance shall be primary coverage for the named additional insureds, not secondary. These policies shall be provided by an insurance company that is rated "A-" or better by the A. M. Best Company and is admitted to the Pennsylvania Insurance Guarantee Fund. The premiums for said insurance shall be paid in advance, and written proof of said payment shall be provided to the Township.

These policies shall also provide for at least thirty (30) days prior written notice of cancellation or material change. Each of the following types of policies shall be maintained, and they shall provide the following coverage:

- a. General Liability - Coverage for bodily injury in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; and property damage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, a combined coverage of One Million Dollars (\$1,000,000.00) for personal injury and property damage per occurrence and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the aggregate may be provided. The general liability insurance shall, at a minimum, include the following endorsements: (1) Comprehensive Form; (2) Premises Operations; (3) Explosion and Collapsed Hazard; (4) Underground Hazard; (5) Products/Completed Operations Hazard; (6) Contractual Insurance; (7) Broad Form Property Damage; and (8) Independent Contractors.
- b. Automobile Liability - Coverage for bodily injury in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; and property damage coverage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, combined coverage of One Million Dollars (\$1,000,000.00) per bodily injury and property damage per occurrence and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the aggregate may be provided. The Automobile Liability Policy shall, at minimum, include the following endorsements: (1) Comprehensive Form; (2) Owned; (3) Hired; and (4) Non-Owned.
- c. Excess Liability - Coverage shall include an umbrella form endorsement insuring against any excess liability with an additional Five Million Dollars (\$5,000,000.00) coverage per occurrence and in the aggregate for bodily injury and property damage combined.
- d. Workers' Compensation - Coverage as is required by the Commonwealth of Pennsylvania. Said coverage may be obtained either by Developer or through Developer's contractor.

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

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

XIII. SUBCONTRACTORS AND MATERIALS

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

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

XIV. REMOVAL OF DEBRIS

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

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

XV. SAFETY PRECAUTIONS

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

To help ensure the safety of the general public, Developer may be subject to periodic safety audits by Township. Township is not obligated, however, to conduct these audits. These audits may be conducted by Township employees, Township professionals, or an independent firm chosen by Township. The cost of any such audit shall be borne by Developer. Developer acknowledges that Township is not responsible for the safety of persons and property upon the Property and/or in conjunction with the Project. Furthermore, all construction equipment shall be stored in a locked, enclosed area at the end of the work day, and materials left on site must be stored safely so as not to constitute a public nuisance.

XVI. EROSION AND SEDIMENTATION CONTROL

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

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

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

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

The temporary storage and stockpiling of topsoil/subsoil upon the Property shall be in accordance with the Plan and shall be done in such a manner so as to cause minimal inconvenience to residents living on or adjacent to the Property with due regard given to health and safety considerations. Topsoil/subsoil unearthed for the construction of the Project shall be redistributed on-site. Provided there is sufficient topsoil on the Property, any lot, open space area, recreation area, buffer, or other area disturbed by grading activities shall be restored with a

minimum of ten (10) inches, plus or minus one-half (½) inch, of topsoil. The storage or berming locations of topsoil shall be approved by Bucks County Conservation District and the Township Engineer prior to any topsoil being stored or stockpiled in those locations. Topsoil removal from the Property will be coordinated with and subject to the express written permission of the Township Engineer.

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

XVII. BLASTING

Before a Blasting Permit is requested, Developer shall meet with the Township Engineer to review all alternatives reasonably available in lieu of blasting. The Township Engineer shall report in writing to the Board of Supervisors at their next regularly scheduled public meeting concerning the results of this meeting. No Blasting Permit shall be issued prior to such written report being received and reviewed by the Board of Supervisors. Notice of the proposed blasting shall be prominently published in The Intelligencer newspaper two (2) times prior to any proposed blasting, with at least ten (10) days between each such publication. The first publication shall not be more than forty-five (45) days from the commencement of the blasting, and the second publication shall not be less than ten (10) days from the commencement of the blasting. The published notice shall state the location(s), purpose(s), date(s), time(s), and amount of blasting proposed to take place. Such publication shall be at Developer's sole expense, and Developer shall provide Township with proof of such publication prior to the issuance of a Blasting Permit.

As a condition for the issuance of a Blasting Permit, Developer shall provide insurance coverage specifically endorsed for blasting activities. Original policy(ies) of insurance that provide liability coverage for all blasting activities shall be forwarded to Township for review and approval prior to the issuance of the Blasting Permit. Such liability insurance shall be in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) in the aggregate with an excess liability or umbrella policy of at least Four Million Dollars (\$4,000,000.00). The blasting insurance coverage may be provided by either Developer or its blasting contractor, so long as the minimum insurance coverage stated above is provided and the policy(ies) name Developer, Developer's contractors and subcontractors, Developer's blasting contractor, and Township as additional insureds. This required insurance shall be primary coverage for the named additional insureds, not secondary. These policies shall be provided by an insurance company that is rated "A-" or better by the A. M. Best Company and are admitted to the Pennsylvania Insurance Guarantee Fund. The premiums for said insurance shall be paid in advance for the entire period covered by said insurance, and written proof of said payment shall be provided to the Township. These policies shall also provide for at least thirty (30) days prior written notice of cancellation or material change.

Upon the request of an owner of any structure located within three hundred fifty (350) feet of the Property, Developer, at its sole expense, shall perform a pre-blasting survey prior to the issuance of a Blasting Permit. This written survey shall list in detail any pre-existing damage to structures, as well as the existence of any drinking water wells, septic or private sewage disposal systems, pools, or any other structures that may be sensitive to blasting activities. A copy of this written survey shall be signed by Developer and provided to the owner at least five (5) days prior to the proposed blasting activity.

Developer shall provide at least fourteen (14) days prior written notice by first class mail, postage prepaid, to all persons residing upon or owning property located within one thousand (1,000) feet of the Property. This written notice shall advise such residents and property owners when blasting is expected to begin; the anticipated duration of such blasting activities; and the name, address, and policy number of the insurance company providing coverage for such blasting activity. Proof of service of this notice to each resident/property owner shall be provided by Developer to Township as a condition for the issuance of a Blasting Permit.

Developer shall provide the Township Engineer with a plan showing the location of blasting activity at least seven (7) days in advance of blasting. All blasts taking place within five hundred (500) feet of any structure shall be monitored by seismic instrumentation, and the results thereof shall be promptly provided to Township. All blasts shall be conducted in accordance with all applicable State regulations, and in particular, the regulations of the Pennsylvania Department of Environmental Protection, and Developer shall provide copies of all blasting reports prepared for submission to the Pennsylvania Department of Environmental Protection to Township.

In the event any individual or entity makes a written claim for damage allegedly arising out of the blasting activities, Developer shall make contact with such individual or entity within forty-eight (48) hours of receiving notice of the claim, and thereafter Developer shall promptly notify its insurance carrier(s) providing blasting coverage for the claim with a copy of such written notification transmitted to the individual or entity by ordinary mail.

XVIII. OBLIGATIONS OF DEVELOPER DURING CONSTRUCTION

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

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

All utility lines to be installed in or upon the Property shall be placed underground. Prior to construction, Developer shall be obligated to locate all existing underground structures and utilities, including, but not limited to, water, oil and gas mains and lines; and storm and sanitary sewers; and shall undertake any and all steps necessary to protect these structures and utilities from damage or disruption. To determine the location of these underground structures and utilities, Developer shall make arrangements with representatives of the owners of such underground structures or utilities to mark the locations thereof. Developer shall pay any and all costs associated with the identification and protection of all underground structures and utilities including, but not limited to, the digging of test holes, the services of the aforementioned owner representatives, and the use of men and equipment to determine the location of an underground structure or utility. Developer shall be responsible for any and all damage to any underground structure or utility resulting from construction upon or development of the Property and shall immediately repair all such damage.

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

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

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

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

Any damage to a Township road caused by Project construction traffic or traffic related to the Project shall immediately be repaired by Developer at its expense and to the satisfaction of the Township Engineer upon receipt of notice of said damage from the Township.

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

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

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

Landscaping shall be installed by Developer in accordance with the Plan.

Trees and shrubs shown to be preserved on the Plan shall be protected by snow fencing, safety fencing, or silt fencing, to insure that there is no encroachment within the area of their dripline by changing grade, trenching, stockpiling of building materials or topsoil, or the compaction of the soil and roots by any motor vehicle or piece of equipment.

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

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

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

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

XX. TIME FOR COMPLETION

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

XXI. REIMBURSEMENT FOR COSTS AND EXPENSES

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

To ensure such reimbursement, Developer has established as a part of the Financial Security a sum of _____ (\$ _____) as set forth within *Exhibit "B"* (hereinafter referred to as the "*Reimbursement Fund*"). If any invoice to Developer from Township for engineering, inspection, legal, or other professional services incurred by Township is not paid by Developer within thirty (30) days after presentation and Developer has not filed a timely challenge to the invoice pursuant to the Pennsylvania Municipalities Planning Code, Township is authorized to direct Cincinnati Insurance Company to pay such invoice directly to Township from the Reimbursement Fund.

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

XXII. INSPECTIONS AND CERTIFICATE OF OCCUPANCY

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

No structure shall be occupied and no Certificate of Occupancy shall be issued until said structure and all of the appurtenances serving this structure, including, but not limited to, all sanitary sewer, storm sewer, roads, and any other improvements required by this Agreement and necessary for the reasonable use and occupancy of the structure have been completed, and inspected and approved by Township. All requirements applicable to said structure under this Agreement, the Plan, and any statute, ordinance, rule, or regulation must be complied with and all roads necessary for ingress and egress to said structure by its occupants and emergency vehicles must be completed up to and including the application of the binder course prior to the issuance of a Certificate of Occupancy. Furthermore, no structure shall be occupied until provisions have been made to prevent the discharge of surface waters from or onto that structure's lot, including, but not limited to, seeding or sodding, weather permitting. Developer shall also, prior to the issuance of any Certificate of Occupancy, install street signs and house numbers for the structure being occupied to enable the easy location and identification of said structure by emergency personnel.

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

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

XXIII. TOWNSHIP TO COMPLETE

In the event the work to be performed by Developer is not substantially completed under the terms of this Agreement within the time specified in Paragraph XX, known as "Time for Completion", Township, at its sole option, may perform the said work by its employees or by its designated contractors and shall receive as payment for the same all sums of money equal to the reasonable costs of such work from the Financial Security under the terms of this Agreement. If it decides to undertake this work, Township may make a demand upon the Financial Security prior to commencing the work and shall return any unused funds to Cincinnati Insurance Company once the work is complete. Developer hereby agrees, upon written demand from Township through its Solicitor, to pay the same over to Township, without any further requirement in regards thereto, to reimburse Township for the reasonable cost of the hereinbefore-stated work and any other reasonable costs incurred by Township and owing to Township under the terms of this Agreement. In addition, Developer grants Township the right to enter any and all portions of the Property to install, construct, and maintain the Improvements.

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

XXIV. RESERVED

XXV. CAPITAL CONTRIBUTIONS

The following contributions shall be paid contemporaneously with the execution and return of this Development Agreement and shall be in addition to the required Financial Security:

A. Developer shall contribute to the Township the sum of \$185,000.00 as a fee in lieu of the required park and recreation improvements, with the understanding that (a) fifty

percent (50%) of the total sum or \$92,500.00 shall be payable upon recording the final land development Plan; and (b) the balance of \$92,500.00 shall be payable upon issuance of the first occupancy permit for either building on the property. (Township Code §22-715), as required by *Exhibit "A"*.

B. Intentionally Omitted.

C. Developer shall contribute One Thousand Five Hundred and Twenty-two Dollars and Fifty cents (\$1,522.50) to the Township for the Stormwater BMP fee, as required by *Exhibit "A"*.

D. Developer shall pay the Stormwater BMP Maintenance Guarantee fee applied to all proposed BMP's installed within the Township for the timely installation, proper construction, and continued maintenance of such facilities by the owner of the subject property. The fee is 5% of the construction costs of all the BMP's proposed as a part of the Project, with a minimum fee of \$100.00, but not to exceed \$10,000.00. This fee will be determined by the Township Engineer once Developer's Opinion of Probable Cost is reviewed and approved by the Township Engineer. (Township Code §22-712.13, §§26-151 – 164; Township Fee Resolution No. 2021-3), as required by *Exhibit "A"*.

XXVI. REMEDIES AND WAIVER

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

If Township, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Property, Township may pursue its remedies under this Paragraph without prior notice to Developer or without waiting for the period provided for cure to expire. Developer agrees that Township's remedies at law for any violation of the terms of this Agreement are inadequate and that Township shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which Township may be entitled, including specific performance of the terms of this Agreement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

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

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

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

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

XXVII. THIRD PARTY BENEFICIARIES

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

XXVIII. GENDER

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

XXIX. ASSIGNMENT

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

XXX. SUCCESSORS AND ASSIGNS

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

XXXI. AMBIGUITY IN THIS AGREEMENT

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

XXXII. EXTENT OF AGREEMENT

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

XXXIII. GOVERNING LAW

This Improvement Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and the Ordinances of New Britain Township. All the parties to this Agreement hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Bucks County, Pennsylvania regarding any dispute arising out of or in connection with this Agreement.

XXXIV. SEVERABILITY

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**NEW BRITAIN TOWNSHIP
DEVELOPMENT AGREEMENT
Butler Pike Properties LP
(Signatures)**

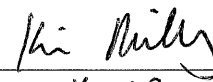
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereby cause this Agreement to be executed the day and year first above written.

DEVELOPER

**BUTLER PIKE PROPERTIES LP, a
Pennsylvania Limited Partnership**



Witness

By: 

Name: *Kevin Reilly*
Title: *Partner*

TOWNSHIP:

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

Approved by the proper action of the Board of Supervisors of New Britain Township on the _____ day of _____, A.D., 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 Hood
Title: Chairman

ATTEST:

Matthew West, Secretary

**NEW BRITAIN TOWNSHIP
DEVELOPMENT AGREEMENT
Butler Pike Properties LP
(Acknowledgments)**

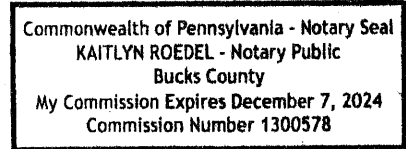
BY DEVELOPER

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

On this 8 day of July, 2022, before me a Notary Public, personally appeared Kevin Reilly, partner of **BUTLER PIKE PROPERTIES LP**, a Pennsylvania Limited Partnership, and that he/she as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself/herself as such Officer.

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

Kaitlyn Roedel (SEAL)
Notary Public



BY TOWNSHIP

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

On this _____ day of _____, 2022, before me a Notary Public, personally appeared **GREGORY HOOD, CHAIRMAN OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP**, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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

Notary Public (SEAL)

EXHIBIT "A"

EXHIBIT "B"



INFORMATION ITEMS



Township of New Britain

Office of Code Enforcement

June 2022

PERMITS ISSUED	49
ZONING	16
BUILDING INSPECTION	81
United electrical	12
OCCUPANCY INSPECTIONS	36
RE-INSPECTION	16
COMMERCIAL FIRE INSPECTIONS	2

FIRE CALLS reports not received at this time

CHALFONT	
DOYLESTOWN	0
DUBLIN	0
HILLTOWN	0 No Report



New Britain Township

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

Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2021-11550-B2	06/28/2022	201 BRION LANE	Building	Residential	Closed
2022-12163-B1	06/07/2022	110 SHADY HILL DRIVE	Building	Residential	Approved
2022-12166-B1	06/02/2022	637 CHATHAM COURT	Building	Residential	Approved
2022-12172-B2	06/07/2022	110 SHADY HILL DRIVE	Building	Residential	Approved
2022-12174-B2	06/07/2022	129 PEGGY LANE	Building	Residential	Approved
2022-12181-B2	06/17/2022	165 UPPER CHURCH ROAD	Building	Residential	Approved
2022-12237-B2	06/28/2022	412 DOVER DRIVE	Building	Residential	Approved
2022-12239-B3	06/02/2022	121 CRESCENT DRIVE	Building		Approved
2022-12256-B1	06/20/2022	4377 COUNTY LINE ROAD	Building	Commercial	Approved
2022-12288-B1	06/02/2022	205 W FAIRWOOD DRIVE	Building	Residential	Approved
2022-12343-B1	06/27/2022	103 MADIGAN WAY	Building	Residential	Approved
2022-12163-E2	06/07/2022	110 SHADY HILL DRIVE	Electrical	Residential	Approved
2022-12166-E2	06/02/2022	637 CHATHAM COURT	Electrical	Residential	Approved
2022-12174-E3	06/07/2022	129 PEGGY LANE	Electrical	Residential	Approved
2022-12181-E3	06/17/2022	165 UPPER CHURCH ROAD	Electrical	Residential	Approved
2022-12237-E3	06/28/2022	412 DOVER DRIVE	Electrical	Residential	Approved
2022-12239-E2	06/02/2022	121 CRESCENT DRIVE	Electrical		Approved
2022-12256-E2	06/20/2022	4377 COUNTY LINE ROAD	Electrical	Commercial	Approved
2022-12296-E1	06/06/2022	638 CHATHAM COURT	Electrical	Residential	Approved
2022-12313-E1	06/10/2022	109A NORTH LANE	Electrical	Residential	Approved
2022-12341-E1	06/27/2022	320 HAMLET DRIVE	Electrical	Residential	Approved



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2022-12342-E1	06/24/2022	567 MALLARD DRIVE	Electrical	Residential	Approved
2022-12343-E2	06/27/2022	103 MADIGAN WAY	Electrical	Residential	Approved
2022-12163-P3	06/07/2022	110 SHADY HILL DRIVE	Plumbing	Residential	Approved
2022-12174-P5	06/07/2022	129 PEGGY LANE	Plumbing	Residential	Approved
2022-12256-P3	06/20/2022	4377 COUNTY LINE ROAD	Plumbing	Commercial	Approved
2022-12314-P2	06/10/2022	561 NEW GALENA ROAD	Plumbing	Residential	Approved
2022-12343-P3	06/27/2022	103 MADIGAN WAY	Plumbing	Residential	Approved
2022-12289-RO1	06/02/2022	136 BRITTANY DRIVE	Road Occupancy	Commercial	Approved
2022-12332-RO1	06/22/2022	309 ROWLAND LANE	Road Occupancy	Residential	Approved
2022-12335-RO1	06/22/2022	214 W FAIRWOOD DRIVE	Road Occupancy	Residential	Approved
2022-12336-RO1	06/22/2022	19 TOWER HILL ROAD	Road Occupancy	Residential	Approved
2022-12287-S1	06/15/2022	4275 COUNTY LINE ROAD	Sign		Approved
2021-11680-UO1	06/22/2022	878 MYERS ROAD	Use & Occupancy	Residential	Approved
2022-12081-UO3	06/24/2022	500 HORIZON DRIVE	Use & Occupancy	Commercial	Closed
2022-12150-UO1	06/01/2022	513 AIRY AVENUE	Use & Occupancy	Residential	Closed
2022-12178-UO1	06/01/2022	310 NOTTINGHAM PLACE	Use & Occupancy		Closed
2022-12179-UO1	06/01/2022	313 NOTTINGHAM PLACE	Use & Occupancy		Closed
2022-12205-UO1	06/02/2022	116 KELSO COURT	Use & Occupancy	Residential	Closed
2022-12207-UO1	06/14/2022	133 CAMBRIDGE PLACE	Use & Occupancy		Closed
2022-12224-UO1	06/08/2022	85 QUEENS CIRCLE	Use & Occupancy		Closed
2022-12240-UO1	06/02/2022	323 MYSTIC VIEW CIRCLE	Use & Occupancy		Closed



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2022-12241-U01	06/07/2022	244 FOREST PARK DRIVE	Use & Occupancy		Closed
2022-12242-U01	06/01/2022	110 RUTH LANE	Use & Occupancy		Closed
2022-12248-U01	06/23/2022	104 S LIMEKILN PIKE	Use & Occupancy		Approved
2022-12254-U01	06/02/2022	114 CORNWALL DRIVE	Use & Occupancy	Residential	Closed
2022-12255-U01	06/01/2022	34 CURLEY MILL ROAD	Use & Occupancy	Residential	Approved
2022-12261-U01	06/08/2022	50 CARTLANE CIRCLE	Use & Occupancy		Closed
2022-12264-U01	06/08/2022	22 CEDAR HILL ROAD	Use & Occupancy		Closed
2022-12266-U01	06/08/2022	115 HAMPSHIRE DRIVE	Use & Occupancy		Closed
2022-12267-U01	06/13/2022	273 OLD LIMEKILN ROAD	Use & Occupancy		Closed
2022-12277-U01	06/14/2022	104 MICHAELS COURT	Use & Occupancy	Residential	Closed
2022-12280-U01	06/28/2022	504 ANTHEM WAY	Use & Occupancy		Closed
2022-12281-U01	06/27/2022	421 ANTHEM WAY	Use & Occupancy		Closed
2022-12282-U01	06/06/2022	413 ANTHEM WAY	Use & Occupancy		Closed
2022-12283-U01	06/08/2022	1024 ANTHEM WAY	Use & Occupancy		Closed
2022-12284-U01	06/07/2022	39 MAPLE AVENUE	Use & Occupancy		Closed
2022-12292-U01	06/15/2022	527 LEXINGTON AVENUE	Use & Occupancy		Closed
2022-12295-U01	06/13/2022	321 HAMLET DRIVE	Use & Occupancy		Closed
2022-12299-U01	06/08/2022	211 INVERNESS CIRCLE	Use & Occupancy	Residential	Closed
2022-12303-U01	06/14/2022	207 REMINGTON COURT	Use & Occupancy		Closed
2022-12305-U01	06/14/2022	719 ANTHEM WAY	Use & Occupancy		Closed
2022-12317-U01	06/28/2022	101 BONNIE LARK COURT	Use & Occupancy		Closed



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2022-12322-UO1	06/28/2022	106 TEAL DRIVE	Use & Occupancy		Closed
2022-12323-UO1	06/20/2022	149 KING ROAD	Use & Occupancy		Closed
2022-12339-UO1	06/28/2022	1117 ANTHEM WAY	Use & Occupancy		Closed
2022-12325-W1	06/17/2022	28 CLEARVIEW AVENUE	Well		Approved
2022-12215-Z1	06/02/2022	73 BLUE JAY ROAD	Zoning		Approved
2022-12237-Z1	06/08/2022	412 DOVER DRIVE	Zoning	Residential	Approved
2022-12238-Z1	06/02/2022	34 SUNNYBROOK DRIVE	Zoning		Approved
2022-12269-Z1	06/02/2022	91 BARRY ROAD	Zoning		Approved
2022-12271-Z1	06/02/2022	112 SUFFIELD COURT	Zoning		Approved
2022-12272-Z1	06/03/2022	1121 UPPER STUMP ROAD	Zoning		Approved
2022-12273-Z1	06/08/2022	239 E FAIRWOOD DRIVE	Zoning		Approved
2022-12274-Z1	06/10/2022	4275 COUNTY LINE ROAD	Zoning		Denied
2022-12275-Z1	06/15/2022	111 DOLLY LANE	Zoning		Approved
2022-12286-Z1	06/15/2022	1329 UPPER STUMP ROAD	Zoning		Approved
2022-12306-Z1	06/20/2022	204 W FAIRWOOD DRIVE	Zoning		Approved
2022-12307-Z1	06/15/2022	102 SHADY HILL DRIVE	Zoning		Approved
2022-12308-Z1	06/15/2022	321 MYSTIC VIEW CIRCLE	Zoning		Approved
2022-12310-Z1	06/29/2022	385 STONYHILL DRIVE	Zoning		Approved
2022-12324-Z1	06/29/2022	561 NEW GALENA ROAD	Zoning		Approved
2022-12327-Z1	06/29/2022	1741 UPPER STUMP ROAD	Zoning		Approved
2022-12328-Z1	06/29/2022	105 GLEN DRIVE	Zoning		Approved



New Britain Township

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

Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2022-12256-F5	06/20/2022	4377 COUNTY LINE ROAD	Fire	Commercial	Approved
2022-12163-M4	06/07/2022	110 SHADY HILL DRIVE	Mechanical	Residential	Approved
2022-12166-M3	06/02/2022	637 CHATHAM COURT	Mechanical	Residential	Approved
2022-12174-M4	06/07/2022	129 PEGGY LANE	Mechanical	Residential	Approved
2022-12181-M4	06/17/2022	165 UPPER CHURCH ROAD	Mechanical	Residential	Approved
2022-12256-M4	06/20/2022	4377 COUNTY LINE ROAD	Mechanical	Commercial	Approved
2022-12291-M1	06/02/2022	6 FARBER DRIVE	Mechanical	Residential	Approved
2022-12297-M1	06/06/2022	263 N CHAPMAN ROAD	Mechanical	Residential	Approved
2022-12298-M1	06/09/2022	130 CIRCLE DRIVE	Mechanical	Residential	Approved
2022-12300-M1	06/08/2022	22 BROOKDALE DRIVE	Mechanical	Residential	Approved
2022-12301-M1	06/08/2022	117 BUXMONT WAY	Mechanical	Residential	Approved
2022-12333-M1	06/22/2022	201 CASSANDRA DRIVE	Mechanical	Residential	Approved
2022-12337-M1	06/22/2022	210 FOREST PARK DRIVE	Mechanical	Residential	Approved
2022-12338-M1	06/22/2022	1 NAOMI LANE	Mechanical	Residential	Approved
2022-12340-M1	06/23/2022	127 HAMPSHIRE DRIVE	Mechanical	Residential	Approved
2022-12341-M2	06/27/2022	320 HAMLET DRIVE	Mechanical	Residential	Approved



Parks & Recreation Monthly Report

July 2022

Next P&R Meeting(s)	July 19, 2022, 7PM. August 16, 2022 meeting has been canceled.
Tri-Municipal Parade	<ul style="list-style-type: none">• A total of 504 participants and 90 vehicles were at this year's Tri-Municipal Parade.• This year's parade float winners are as follows:<ul style="list-style-type: none">○ Most Patriotic: St. Jude School○ Most Humorous: Chalfont-New Britain Democrats "Civil Rights – Voting"○ Most Original: Chalfont Lions Club "Liberty"• 300 soft pretzels were given to participants and 1 box of pretzels leftover were given to attendees post parade.• Thank You correspondences were sent to parade participants, volunteers, and staff.• Thank you messaging to parade sponsors have been posted on the website and social media.
Fall Festival	Peaceable Kingdom Mobile Petting Zoo was booked for Saturday, September 17.
Parks & Recreation Inventory List for Capital Planning Committee	Inventory list was reviewed by Parks & Recreation Advisory Board. Only edit is to return the poured in place rubber to North Branch Park Playground Equipment for further evaluation.
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	Cocca Family is building the Free Little Library over the summer and will inform the Township when it is ready for installation.



New Britain Township Police Department

Monthly Report -

June2022

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: PFC Michael Sandt promoted to Corporal.

Objective 2: Completed four policies to date.

Objective 3: Policy for Body Worn Cameras completed. Submitted application for a PCCD BWC grant.

Objective 4: Geographic teams determining areas to focus resources and assign directed patrols.

Objective 5: New STAR referral program implemented. Coffee with a Cop scheduled.

Significant Events:

Completed

- ◆ DUI Roving Details scheduled throughout June.
- ◆ Guidance on Directed Patrols.
- ◆ Deployment of Traffic Speed Signs on Swamp Road (313) and Park Avenue

Upcoming

- ◆ Additional DUI Roving Details scheduled throughout June.
- ◆ Coffee with a cop, Saturday, July 30th 7-9am at Bagel Barn.
- ◆ Coordination and participation in July 4th Parade.
- ◆ Participation in Doylestown Township National Night Out August 2nd.
- ◆ Police Officer Trading Cards.



New Britain Township Police Department

Monthly Report -

June 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	6	4	50%
Auto Theft	0	0	NA
Arson	0	0	NA
TOTALS	6	4	50%

PART 2 CRIMES	28 DAY		
	2022	2021	% Change
Assaults (non-aggravated)\Harassment	0	0	NA
Fraud	3	5	-40%
Vandalism/Criminal Mischief	0	0	NA
Disorderly Conduct	1	2	-50%
Drug Violations	2	0	NA
Driving Under the Influence	2	5	-60%
Public Drunkenness	0	0	NA
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	3	0	NA
TOTALS	11	12	-8.33%

MOTOR VEHICLE ACCIDENTS	28 DAY		
	2022	2021	% Change
Total Accidents	17	14	21.42%
Injury Accidents	2	2	0%
Fatal Accidents	0	0	NA
Property Accidents	0	2	NA



New Britain Township Police Department

Monthly Report -

June 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	1	-100%
Burglary	1	0	NA
Theft	20	27	-25.92%
Auto Theft	0	3	-100%
Arson	0	2	-100%
TOTALS	21	35	-40%

PART 2 CRIMES	YTD		
	2022	2021	% Change
Assaults (non-aggravated)/Harassment	14	5	720%
Fraud	10	16	-37.5%
Vandalism/Criminal Mischief	5	14	-64.28%
Disorderly Conduct	1	7	-85.71%
Drug Violations	2	9	-77.77%
Driving Under the Influence	7	19	-63.15%
Public Drunkenness	2	2	0%
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	3	0	NA
TOTALS	44	72	-38.88%

MOTOR VEHICLE ACCIDENTS	YTD		
	2022	2021	% Change
Total Accidents	99	82	20.73%
Injury Accidents	19	9	111.11%
Fatal Accidents	0	0	NA
Property Accidents	12	8	50%



New Britain Township

Public Works

Departmental Report

Year: 2022

Month: June

DRAINAGE: We replaced/ repaired inlet tops along Cedar Hill rd. in preparation for the 2022 road program. We repaired/ replaced a 28" pipe on Shady Hill Dr. where we have a stormwater easement. Inlet repairs were made on Brittany Dr., Nightengale Cir., Britain wood Cir., and Sunnybrook Dr.

TWP. PROPERTY: We added playground mulch to playgrounds at North Branch Park, Highlands Park and Pheasant Run Park. We trimmed shrubs, planted flowers and mulched at Admin and EMS. Road bank mowing continued, along with all open spaces and parks.

STREET SIGNS: Continued trimming around signs for visibility. We installed speed boards for the Police Dept. along Park Ave. and Rt. 313(Swamp Rd.)

OTHER: All PW employees attended a Highway Work Zone Safety and Flagger Training class. Louis Gentner returned from short-term disability. We are still in process of advertising, interviewing, and hiring a new PW employee.

HOURS:

Drainage	264.5 Hrs.
Patching	14 Hrs.
Street Signs	20.5 Hrs.
Equipment Maint.	49.5 Hrs.
Twp. Property Maint.	255 Hrs.
Ballfield Maint.	24 Hrs.
Other	80.5 Hrs.