



Meeting Packet

**Board of Supervisors
August 15, 2022**



ACTION ITEMS



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

BOARD MOTION

Date: August 15, 2022

I MOVE THAT: The Board approve the minutes of the June 20, 2022 Business Meeting and the July 11, 2022 Workshop/Business Meeting of the New Britain Township Board of Supervisors.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: August 15, 2022

I MOVE THAT: The Board approve the Schedule of Bills dated August 5, 2022, in the amount of \$428,730.87, and authorize the Township Manager to pay all bills, per the attachment.

Presented By: _____

Seconded By: _____

P.O. Type: All
 Range: First to Last
 Format: Condensed
 Include Non-Budgeted: Y

Open: N
 Rcvd: N
 Bid: Y

Paid: Y
 Held: N
 State: Y

Void: N
 Aprv: N
 Other: Y
 Exempt: Y

First Enc Date Range: First to 08/05/22
 Prior Year Only: N

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ADTCO005 ADT COMMERCIAL									
		22000681	07/11/22	SECURITY SYSTEM	Open	1,193.16	0.00		
ADVAN010 ADVANCED COLOR AND GRIND LLC									
		22000643	07/14/22	BLACK MULCH	Open	947.52	0.00		
AQUAP010 AQUA PENNSYLVANIA									
		22000612	07/01/22	FIRE HYDRANT RENTAL	Open	1,283.00	0.00		
		22000684	08/01/22	FIRE HYDRANT RENTAL	Open	1,281.40	0.00		
						<u>2,564.40</u>			
ARMOU010 ARMOUR & SONS ELECTRIC I									
		22000623	06/29/22	TRAFIC SIGNAL REPAIR	Open	230.00	0.00		
		22000645	07/14/22	TRAFFIC SIGNAL REPAIR	Open	575.00	0.00		
		22000688	07/25/22	TRAFFIC SIGNAL REPAIR	Open	230.00	0.00		
						<u>1,035.00</u>			
ASPIR005 ASPIRANT CONSULTING GROUP LLC									
		22000617	07/01/22	POLICY DEV AND ACCRED	Open	2,908.33	0.00		
ATTMO010 AT&T MOBILITY									
		22000666	07/13/22	MOBILE PHONE SERVICE	Open	382.74	0.00		
BEGLE005 BEGLEY CARLIN & MANDIO LLP									
		22000594	06/30/22	LEGAL EXPENSES	Open	6,168.50	0.00		
		22000620	06/30/22	LEGAL EXPENSES	Open	63.00	0.00		
		22000629	07/01/22	LEGAL EXPENSES	Open	2,256.00	0.00		
						<u>8,487.50</u>			
BERGE010 BERGEY'S INC.									
		22000691	07/18/22	O RING HEATER LINE	Open	7.55	0.00		
BILLM010 BILL MITCHELL'S AUTO SERVICE I									
		22000638	07/08/22	EMISSION INSPECTION 48-16	Open	25.57	0.00		
		22000693	07/20/22	EMISSION INSPECTION 48-12	Open	25.57	0.00		
						<u>51.14</u>			
BKSCT050 BKS CTY PLANNING COMMISSION									
		22000695	07/29/22	BCPC #12781	Open	200.00	0.00		
BRIAN010 BRIAN JONES									
		22000648	07/18/22	2022 MEDICAL REIMBURSEMENT	Open	170.31	0.00		
BUCKS130 BUCKS MONT PARTY RENTAL									
		22000714	08/05/22	FALL FESTIVAL DEPOSIT	Open	50.21	0.00		
CRICH010 C. RICHARD MICHIE II									
		22000699	07/29/22	2022 MEDICAL REIMBURSEMENT	Open	30.00	0.00		

August 5, 2022
12:19 PM

NEW BRITAIN TOWNSHIP
Purchase Order Listing By Vendor Name

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
CENTR020	CENTRAL BUCKS AMBULANCE	22000652	07/22/22	2ND QUARTER 2022 DISTRIBUTION	Open	1,080.00	0.00		
CHAL-030	CHAL-BRIT REGIONAL EMS	22000651	07/22/22	2ND QUARTER 2022 DISTRIBUTION	Open	16,920.00	0.00		
CHALF080	CHALFONT FIRE COMPANY	22000653	07/22/22	2ND QUARTER 2022 DISTRIBUTION	Open	33,440.00	0.00		
COLON005	Colonial Oil Industries, Inc.	22000627	06/08/22	OFF ROAD DIESEL	Open	1,028.96	0.00		
COMCA010	COMCAST	22000600	06/24/22	CABLE/INTERNET	Open	18.04	0.00		
		22000634	07/06/22	CABLE/INTERNET	Open	863.91	0.00		
		22000690	07/24/22	CABLE/INTERNET	Open	18.04	0.00		
						899.99			
COMMO135	COMMONWEALTH OF PA	22000650	07/15/22	WASTE TIRE TRANSPORTER	Open	50.00	0.00		
COMMO130	COMMONWEALTH OF PENNSYLVANIA	22000696	08/03/22	MS4 INDIVIDUAL PERMIT	Open	2,500.00	0.00		
COSTC010	COSTCO MEMBERSHIP	22000606	06/24/22	SUPPLIES	Open	301.50	0.00		
COURI010	COURIER TIMES INC.	22000636	07/01/22	ADVERTISING	Open	1,209.60	0.00		
DANIE055	DANIEL SACKS	22000701	07/27/22	2022 MEDICAL REIMBURSEMENT	Open	251.08	0.00		
DELAW020	DEL VALL PROP & LIABILITY TRST	22000608	07/01/22	PROPERTY & LIABILITY INSURANCE	Open	25,412.75	0.00		
DELAW040	DELAWARE VALLEY WORKERS' COMP	22000609	07/01/22	WORKERS COMP INSURANCE	Open	24,708.25	0.00		
DOYLE060	DOYLESTOWN FIRE COMPANY	22000656	07/22/22	2ND QUARTER 2022 DISTRIBUTION	Open	760.00	0.00		
DUBLI010	DUBLIN FIRE COMPANY	22000655	07/22/22	2ND QUARTER 2022 DISTRIBUTION	Open	1,520.00	0.00		
DVHIT010	DVHT	22000610	07/01/22	HEALTH INSURANCE	Open	64,856.57	0.00		
EASTE010	EASTERN AUTOPARTS WAREHOU	22000626	06/30/22	AUTO PARTS	Open	976.33	0.00		
		22000710	07/31/22	AUTO PARTS	Open	195.83	0.00		
						1,172.16			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ECKER010	ECKERT SEAMANS CHERIN&MELLOTT								
		22000595	06/24/22	GENERAL LABOR	Open	650.00	0.00		
		22000694	07/25/22	GENERAL LABOR	Open	<u>2,925.00</u>	0.00		
						3,575.00			
GALLS010	GALLS, LLC								
		22000602	06/09/22	UNIFORM	Open	338.33	0.00		
		22000615	06/22/22	UNIFORM	Open	<u>153.95</u>	0.00		
						492.28			
GARYT005	GARY THOMAS								
		22000659	07/22/22	JAN-JUN 2022 CELL REIMB	Open	120.00	0.00		
GEORG040	GEORGE ALLEN PORTABLE TOILETS								
		22000635	07/08/22	PORTABLE TOILETS/PARKS	Open	664.00	0.00		
		22000687	07/25/22	PORTABLE TOILETS/PARKS	Open	<u>664.00</u>	0.00		
						1,328.00			
GILMO010	GILMORE & ASSOCIATES INC.								
		22000593	06/30/22	ENGINEERING EXPENSES	Open	53,429.19	0.00		
HKMAT010	H & K MATERIALS								
		22000658	07/09/22	PATCHING	Open	480.55	0.00		
		22000705	07/23/22	DRAINAGE MATERIALS	Open	<u>527.22</u>	0.00		
						1,007.77			
HABER010	H.A. BERKHEIMER INC.								
		22000592	06/30/22	COMMISSION FEE JUNE 2022	Open	20.81	0.00		
HARLE015	HARLEYSVILLE PARTY RENTAL								
		22000713	08/04/22	FALL FESTIVAL DEPOSIT	Open	472.50	0.00		
HILLT020	HILLTOWN FIRE COMPANY								
		22000654	07/22/22	2ND QUARTER 2022 DISTRIBUTION	Open	2,280.00	0.00		
HILLT045	HILLTOWN NURSERY								
		22000607	06/03/22	PLANTINGS/TWP BLDG	Open	1,623.00	0.00		
HOLYP005	HOLY PROPERTIES, LLC								
		22000678	07/28/22	ESCROW RELEASE	Open	38,866.50	0.00		
HOMED010	HOME DEPOT CREDIT SERVICES								
		22000596	06/28/22	SUPPLIES	Open	374.50	0.00		
		22000702	07/28/22	SUPPLIES	Open	<u>161.20</u>	0.00		
						535.70			
HPT	HPT SYSTEMS, INC.								
		22000628	06/30/22	MONTHLY CLOUD BACKUP - Q2 2022	Open	266.17	0.00		
INTERCO	Intercounty Investigations								
		22000679	08/02/22	BACKGROUND INVESTIGATION PRE	Open	495.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
JCEHR010	J. C. EHRLICH CO. INC.	22000680	07/03/22	PEST CONTROL GEN MAINT	Open	583.20	0.00		
KELSE005	KELSEY C. GANTHER	22000674	07/22/22	JAN-JUN 2022 CELL REIMB	Open	120.00	0.00		
KIMG005	KIM GOODWIN	22000667	07/25/22	2022 MEDICAL REIMBURSEMENT	Open	174.40	0.00		
LANDI010	LANDIS BLOCK & CONCRETE	22000622	06/27/22	DRAINAGE SUPPLIES	Open	231.52	0.00		
		22000637	07/08/22	DRAINAGE SUPPLIES	Open	<u>393.35</u>	0.00		
						624.87			
LAURA015	LAURA DAY	22000698	08/04/22	FALL FESTIVAL DEPOSIT	Open	50.00	0.00		
LOUIS005	LOUIS GENTNER	22000707	07/22/22	JAN - JUN 2022 CELL REIMB	Open	120.00	0.00		
MWPRE005	M&W PRECAST, LLC	22000673	07/25/22	DRAINAGE SUPPLIES	Open	1,798.98	0.00		
MARIA015	MARIA CLANCY	22000611	07/05/22	MILEAGE REIMBURSEMENT	Open	51.63	0.00		
MARYB005	MaryBeth McCabe	22000619	07/11/22	2022 MEDICAL REIMBURSEMENT	Open	839.00	0.00		
MCDON010	MCDONALD UNIFORM COMPANY	22000603	06/27/22	UNIFORM	Open	166.21	0.00		
		22000616	07/05/22	UNIFORM	Open	65.32	0.00		
		22000649	07/14/22	UNIFORM	Open	472.22	0.00		
		22000709	07/29/22	UNIFORM	Open	<u>280.50</u>	0.00		
						984.25			
MICHA165	MICHAEL BAKER INTERNATIONAL	22000605	06/20/22	COLEMAN TRAIL FINAL DESIGN	Open	9,415.24	0.00		
MORTO005	MORTON SALT, INC.	22000670	07/26/22	BULK SAFE-T-SALT	Open	59,355.95	0.00		
MUNIL005	MUNILOGIC	22000613	07/15/22	MONTHLY HOSTING FEE	Open	265.00	0.00		
NORTH050	NORTH PENN WATER AUTHORIT	22000689	07/20/22	WATER	Open	168.23	0.00		
PACHI010	PA CHIEFS OF POLICE ASSOC	22000642	07/18/22	LAW ENFORCEMENT ACCREDITATION	Open	250.00	0.00		
PENNS020	PA ONE CALL SYSTEM, INC.	22000624	06/30/22	PA ONE CALLS	Open	100.08	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
PENNS020 PA ONE CALL SYSTEM, INC. Continued									
		22000704	07/31/22	PA ONE CALLS	Open	<u>120.12</u>	0.00		
						220.20			
PAPCO005 PAPCO									
		22000591	06/30/22	PW DIESEL	Open	1,374.32	0.00		
		22000614	07/01/22	POLICE FUEL	Open	1,647.43	0.00		
		22000644	07/13/22	PW DIESEL	Open	725.57	0.00		
		22000664	07/15/22	PW FUEL	Open	<u>2,599.19</u>	0.00		
						6,346.51			
PECOE020 PECO ENERGY-PAYMENT PROCESSING									
		22000631	07/01/22	ELECTRIC	Open	462.74	0.00		
		22000633	07/07/22	ELECTRIC	Open	548.05	0.00		
		22000663	07/19/22	ELECTRIC	Open	75.83	0.00		
		22000668	07/20/22	ELECTRIC	Open	1,549.14	0.00		
		22000685	07/28/22	ELECTRIC	Open	188.01	0.00		
		22000711	08/01/22	ELECTRIC	Open	<u>427.17</u>	0.00		
						3,250.94			
READY005 READY REFRESH BY NESTLE									
		22000641	07/06/22	BOTTLED WATER	Open	305.80	0.00		
REPU005 REPUBLIC SERVICES #320									
		22000662	07/15/22	TRASH SERVICES	Open	2,469.32	0.00		
RICT010 RICHTER DRAFTING & OFFICE SUPP									
		22000677	07/27/22	MOBILE SHRED	Open	185.00	0.00		
ROBER270 ROBERT E. LITTLE, INC.									
		22000625	06/28/22	STIHL PARTS	Open	1,719.96	0.00		
		22000639	07/05/22	MOWER PARTS	Open	132.16	0.00		
		22000665	07/19/22	EQUIPMENT REPAIR	Open	<u>98.38</u>	0.00		
						1,950.50			
SANDRA SANDRA EZZO									
		22000700	07/28/22	2022 MEDICAL REIMBURSEMENT	Open	100.00	0.00		
SERVI010 SERVICE TIRE TRUCK CENTERS									
		22000604	06/24/22	EMS TIRES	Open	569.00	0.00		
SHAWN010 SHAWN MAGUIRE									
		22000708	07/29/22	2022 HEALTH CLUB REIMB	Open	175.00	0.00		
SHRIN005 SHRINE OF CZESTOCHOWA									
		22000712	08/04/22	FACILITIES USE	Open	200.00	0.00		
STAND015 STANDARD DIGITAL LEASING									
		22000686	07/23/22	ADMIN COPIER	Open	1,002.50	0.00		
STAND010 STANDARD INSURANCE COMPANY									
		22000657	07/15/22	LIFE/DISABILITY INSURANCE	Open	3,064.69	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
SUNBE005	SUNBELT RENTALS, INC.	22000706	07/14/22	SHOP SUPPLIES	Open	498.00	0.00		
TDAME010	TD AMERITRADE INSTITUTIONAL	22000676	07/27/22	EMPLOYEE PENSION CONTRIBUTIONS	Open	10,249.38	0.00		
THOMA090	THOMAS J. WALSH III, ESQ.	22000647	07/16/22	ZONING LEGAL SERVICES	Open	5,600.00	0.00		
THOMP010	THOMPSON NETWORKS	22000669	07/24/22	MONTHLY HELP DESK SERVICES	Open	1,341.00	0.00		
CENTR085	TRITECH SOFTWARE SYSTEMS	22000640	07/05/22	ANNUAL MAINTENANCE FEE	Open	2,343.04	0.00		
UNITE010	UNITED INSPECTION AGENCY INC.	22000601	06/29/22	OUTSIDE INSPECTIONS	Open	100.00	0.00		
		22000646	07/06/22	OUTSIDE INSPECTIONS	Open	675.00	0.00		
		22000671	07/19/22	OUTSIDE INSPECTIONS	Open	125.00	0.00		
		22000697	07/27/22	OUTSIDE INSPECTIONS	Open	385.00	0.00		
						<u>1,285.00</u>			
UNIVE015	UNIVEST BANK	22000598	06/29/22	PRINCIPAL	Open	2,163.26	0.00		
		22000703	07/30/22	PRINCIPAL	Open	2,163.26	0.00		
						<u>4,326.52</u>			
VALIC010	VALIC c/o JP MORGAN CHASE	22000630	07/15/22	2ND QTR 2022 VALIC CONTRIB	Open	7,120.00	0.00		
VERIZ010	VERIZON	22000599	06/27/22	INTERNET	Open	110.99	0.00		
		22000632	07/05/22	POLICE INTERNET	Open	160.58	0.00		
		22000661	07/12/22	FIOS SERVICES/EQUIP	Open	22.30	0.00		
						<u>293.87</u>			
VERIZ050	VERIZON WIRELESS	22000597	06/23/22	POLICE WIRELESS SERVICE	Open	25.02	0.00		
		22000682	07/23/22	POLICE WIRELESS SERVICE	Open	25.02	0.00		
		22000683	07/19/22	POLICE WIRELESS SERVICE	Open	606.43	0.00		
						<u>656.47</u>			
WAREH010	WAREHOUSE BATTERY OUTLET INC.	22000672	07/25/22	N100L BATTERY	Open	198.77	0.00		
WEHRU010	WEHRUNG'S	22000621	06/30/22	MATERIALS	Open	148.98	0.00		
WILLI010	WILLIAM A. MAY	22000618	07/07/22	2022 MEDICAL REIMBURSEMENT	Open	479.68	0.00		
		22000660	07/22/22	JAN-JUN 2022 CELL REIMB	Open	120.00	0.00		
						<u>599.68</u>			

Vendor #	Name							
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type	
WILL030	WILLIAM BLACK							
22000675	07/22/22	JAN-JUN 2022 CELL REIMB	Open	120.00	0.00			
WITME010	WITMER PUBLIC SAFETY GROUP, INC							
22000692	07/19/22	UNIFORM	Open	659.31	0.00			
Total Purchase Orders:		124	Total P.O. Line Items:	0	Total List Amount:	428,730.87	Total Void Amount:	0.00

**EXPENDITURES PREVIEW
APPROVAL**

NBT BOARD OF SUPERVISORS

**APPROVED BY THE BOARD OF
SUPERVISORS**

Attest: _____

Date: _____



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

BOARD MOTION

Date: August 15, 2022

I MOVE THAT: The Board approve all items on the consent agenda, dated August 15, 2022, per the attachment.

Presented By: _____

Seconded By: _____

Consent Agenda Items for the Next Meeting (08/15/2022)

1. Thomas and Anne Marie Litchko have executed a Stormwater Facilities Operations and Maintenance Agreement for 5 Naomi Lane, TMP #26-010-023, with a Stormwater BMP maintenance fee of \$1,062.25.
2. Raymond J. King has executed a Stormwater Facilities Operations and Maintenance Agreement for 91 Barry Road, TMP #26-001-108, with a Stormwater BMP maintenance fee of \$300.00.
3. Execution of the Record Plans for Alberto Tecce in reference to, 9 Sellersville Road, TMP #26-001-133.
4. Execution of the Record Plans for County Builders in reference to, 409 West Butler Avenue, TMP #26-005-023.

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

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

TMP # 26-010-023

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 19th day of July 2022, A.D., 2022, by **THOMAS N. LITCHKO and ANNE MARIE LITCHKO**, husband and wife, who reside at 5 Naomi Lane, Chalfont, PA 18914 (hereinafter referred to as "**Landowners**"), and **NEW BRITAIN TOWNSHIP**, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the "**Township**").

WITNESSETH

WHEREAS, Landowners are the owners of a tract of land consisting of approximately 1.81 acres, located at 5 Naomi Lane in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-010-023 (hereinafter referred to as the "**Property**"); and

WHEREAS, Landowners have submitted applications to the Township for the construction of detached garage and driveway expansion (hereinafter referred to as the "**Project**") pursuant to plans entitled "Stormwater Management Plan", prepared by ProTract Engineering, Inc., dated October 30, 2020, consisting of one (1) sheet; said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the "**Plan**"); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Landowners shall be responsible for and shall guarantee the proper inspection, operation, performance, maintenance, repair, and replacement of the Stormwater Management Facilities. Contemporaneously with the execution of this Agreement, Landowners shall pay a Stormwater BMP Maintenance Guarantee of one thousand six hundred and two cents Dollars (\$1062.20) to provide financial guarantees for the timely and proper installation, construction, inspection, operation, performance, maintenance, repair, and replacement of the Facilities (hereinafter referred to as the "Guarantee"). Furthermore, Landowners shall pay any costs and expenses incurred by the Township regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities and any costs and expenses the Township incurred by performing any work of any nature on the Facilities, due to Landowners' failure to perform such work. Landowners shall reimburse the Township within thirty (30) days of receipt of an invoice for all costs and expenses (direct and indirect) incurred by the Township. In the event Landowners fail to fulfill such responsibility or guarantee regarding the inspection,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
5 Naomi Lane
(Signatures)**

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

LANDOWNERS:

LITCHKO

Kevin Moss
Witness

By: [Signature]
Thomas N. Litchko

[Signature]
Witness

By: [Signature]
Anne Marie Litchko

TOWNSHIP:

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

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

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

ATTEST:

Michael West, Secretary

**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
5 Naomi Lane
(Acknowledgments)**

BY LANDOWNERS

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF Bucks :

ON THIS 19 day of July, A.D., 2022, before me, a Notary Public, personally appeared **THOMAS N. LITCHKO and ANNE MARIE LITCHKO**, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Commonwealth of Pennsylvania - Notary Seal
Shannon Lee Smith, Notary Public
Bucks County
My commission expires March 19, 2023
Commission number 1347357
Member, Pennsylvania Association of Notaries

Shannon Lee Smith (SEAL)
Notary Public

BY TOWNSHIP

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

On this 19th day of July 2022, 2022, before me a Notary Public, personally appeared **GREGORY T. HOOD, CHAIRMAN OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP**, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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

Notary Public (SEAL)

JEFFREY P. GARTON
DOUGLAS C. MALONEY
THOMAS J. PROFY, IV*†
FRANCIS X. DILLON
JOHN A. TORRENTE*
STEVEN M. JONES
MICHAEL J. MEGINNISS
BREANDAN Q. NEMEC*
BRENDAN M. CALLAHAN*
SEAN M. GRESH
SIOBHAN TIMMERMAN†
BRYCE H. McGUIGAN*
BRADLEY R. CORNETT*
KATHARINE J. WEEDER*
TRACY L. CASSEL-BROPHY*
CHRIS LITTLE SIMCOX*
BRENDAN G. CORRIGAN^
KIMBERLY N. SMITH



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LANGHORNE, PENNSYLVANIA 19047-0308
TELEPHONE: 215.750.0110
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PAMELA A. VAN BLUNK*

NEW HOPE OFFICE
123 W. BRIDGE STREET
NEW HOPE, PA 18938
215.862.0701

JEFFREY P. GARTON, ESQUIRE
jgarton@begleycarlin.com

July 25, 2022

*Member of PA & NJ Bars
†Master of Laws (Taxation)
^Member of PA & NY Bars

VIA EMAIL

Janene Marchand, P.E., Project Engineer
Gilmore & Associates, Inc.
65 E. Butler Avenue, Suite 100
New Britain, PA 18901

Re: 91 Barry Road Pool

Dear Janene:

Attached please find a draft Stormwater Facilities Operation and Maintenance Agreement for the above referenced address.

Please advise if you have any revisions you would like me to make.

Very truly yours,


Jeffrey P. Garton

JPG:bcr
Attachment
cc: Kristin Holmes, Holmes Cunningham Engineering

Prepared By: Jeffrey P. Garton, Esquire
Begley, Carlin & Mandio, LLP
680 Middletown Boulevard
P.O. Box 308
Langhorne, PA 19047

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

TMP # 26-001-108

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 26th day of July, A.D., 2022, by **RAYMOND J. KING**, an adult individual residing at 91 Barry Road, Chalfont, PA 18914 (hereinafter referred to as "*Landowner*"), and **NEW BRITAIN TOWNSHIP**, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the "*Township*").

WITNESSETH

WHEREAS, Landowner is the owner of certain premises in the Township of New Britain, Bucks County, Pennsylvania, consisting of one parcel, totaling approximately 9.32 acres, located at 91 Barry Road, Chalfont, Pennsylvania, also known as Bucks County Tax Parcel No. 26-001-108 (hereinafter referred to as the "*Property*"); and

WHEREAS, Landowner submitted a Pool Permit Plan for the Property pursuant to plans entitled the Pool Permit Plan for King Pool, prepared by Holmes Cunningham LLC, consisting of two (2) sheets, dated April 29, 2022; said plan being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the "*Plan*"); and

WHEREAS, Landowner is proceeding to construct a swimming pool, pool house, and stormwater infiltration trench on their 9.32 acre lot in the SR-2 Zoning District in accordance with the Plan; and

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

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

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

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

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

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

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

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

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

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

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

5. Landowner shall keep and maintain the Stormwater Management Facilities in good working condition. Landowner shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said Facilities shown on the Plan and located on the Property, including but not limited to drainage swales, detention and retention basins, stormwater piping systems, headwalls, inlet and outlet structures, and all structures and facilities appurtenant to the foregoing, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof and to ensure compliance with all federal, state, and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered in any manner without the prior written approval of the Township. In particular, Landowner, for itself, its grantees, successors and assigns, agrees to the following:

- a. To regularly perform all inspections and maintenance of the Stormwater Management Facilities as is necessary and desirable to ensure the proper functioning of the Facilities.
- b. Not to alter any of the Stormwater Management Facilities in a manner which would adversely affect the proper functioning of one or more of the Facilities or cause any of the Facilities to differ from what is shown on the Plan, without written approval of the Township.
- c. To remove debris and silt from the Stormwater Management Facilities to ensure that the Facilities remain in good working order.
- d. To make all repairs necessary to ensure the continued proper operation of the Stormwater Management Facilities.
- e. To forward to the Township in a timely fashion, but not less often than annually, copies of all contracts, agreements, correspondence, invoices, reports, and other documents concerning the inspection and maintenance of the Stormwater Management Facilities required under this Agreement.

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

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

8. Whenever sedimentation is caused by stripping vegetation, grading, or other earth moving activities on the Property, it shall be the responsibility of Landowner to remove such

sedimentation from all adjoining surfaces, drainage systems, and watercourses, and to correct and repair any damage caused by such sedimentation at its sole expense.

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

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

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

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

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

14. Landowner shall be responsible for and shall guarantee the proper inspection, operation, performance, maintenance, repair, and replacement of the Stormwater Management

Facilities. Contemporaneously with the execution of this Agreement, Landowner shall pay a Stormwater Maintenance Guarantee Fee of Three Hundred Dollars (\$300.00) to provide financial guarantees for the timely and proper installation, construction, inspection, operation, performance, maintenance, repair, and replacement of the Facilities (hereinafter referred to as the "Fee"). Furthermore, Landowner shall pay any costs and expenses incurred by the Township regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities and any costs and expenses Township incurred by performing any work of any nature on the Facilities, due to Landowner's failure to perform such work. Landowner shall reimburse the Township within thirty (30) days of receipt of an invoice for all costs and expenses incurred by the Township. In the event Landowner fails to fulfill such responsibility or guarantee regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities or fails to pay the aforementioned Township-incurred costs and expenses within 30 days of receiving the invoice, the Township may use any of the funds raised by the Fee to reimburse itself for any and all costs and expenses it has incurred due to such failure by Landowner.

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

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

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

17. Landowner, for itself, its grantees, successors and assigns, releases the Township, its engineer, solicitor, and all other agents, servants, or employees from all claims, losses, damages, liabilities, or any other demand for money or damages whatsoever, including, without limitation, all attorney's fees, arising out of or related in any way to the construction, presence, existence, or maintenance of the Stormwater Management Facilities; the grant of this

Agreement; Landowner's compliance with this Agreement; or the exercise of the rights granted to the Township by this Agreement. Furthermore, Landowner, for itself, its grantees, successors and assigns, warrants and shall forever defend against any such claims. In the event such a claim relating to the Facilities is asserted against the Township, its engineer, solicitor, and all other agents, servants, or employees, the Township shall promptly notify Landowner, and Landowner shall defend, at its own expense, any suit based on such claim. If any judgment or claims against the Township, its engineer, solicitor, and all other agents, servants, or employees, shall be adjudicated against the Township, Landowner shall pay all costs and expenses in connection therewith.

18. If Township determines that a violation of the terms of this Agreement has occurred, it shall give written notice to Landowner of such violation, along with a list of responsibilities which have not been properly performed by Landowner, and demand corrective action sufficient to cure the violation. Landowner shall have fifteen (15) calendar days to accomplish, to the Township's satisfaction, the responsibilities on the list. If Landowner fails to cure the violation(s) within these fifteen (15) days after receipt of notice thereof from 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 and to enjoin the violation, ex parte as necessary, by temporary or permanent injunction. Township's remedies described in this Agreement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

Landowner agrees that 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.

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

Forbearance by Township to exercise its rights under this Agreement in the event of any breach of any term of this Agreement shall not be deemed or construed to be a waiver by 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 shall impair such right or remedy or be construed as a waiver. Landowner, for itself, its grantees, successors and assigns, hereby waives any defense of laches, estoppel, or prescription.

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

administrative expenses, all professional fees and costs, and any costs associated with the filing of a municipal lien or lawsuit.

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

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

21. Any other provisions of this Agreement notwithstanding, Township agrees that the liability of the original Landowner, Raymond J. King, with respect to the Stormwater Management Facilities shall terminate upon the sale of Property to a third party and that the obligations of Landowner shall run with the land.

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

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

24. This Agreement shall not be modified or terminated except by written agreement of the parties.

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

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

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

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

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

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

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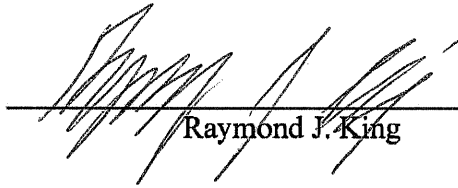
**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
Raymond J. King
(Signatures)**

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

LANDOWNER:

Commonwealth of Pennsylvania - Notary Seal
Eric D. O'Hara, Notary Public
Philadelphia County
My commission expires January 11, 2023
Commission number 1344304
Member, Pennsylvania Association of Notaries



By: 
Raymond J. King

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 T. Hood
Title: Chairman

ATTEST:

Matthew West, Secretary

**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
Raymond J. King
(Acknowledgments)**

BY LANDOWNER

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

On this 26 day of July, 2022, before me a Notary Public, personally appeared **RAYMOND J. KING**, who executed the foregoing instrument for the purposes therein contained.

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

Commonwealth of Pennsylvania - Notary Seal
Eric D. O'Hara, Notary Public
Philadelphia County
My commission expires January 11, 2023
Commission number 1344304
Member, Pennsylvania Association of Notaries

(SEAL)

E.D.O.

BY TOWNSHIP

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

On this _____ day of _____, 2019, before me a Notary Public, personally appeared **GREGORY T. HOOD, CHAIRMAN OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP**, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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

Commonwealth of Pennsylvania - Notary Seal
Eric D. O'Hara, Notary Public
Philadelphia County
My commission expires January 11, 2023
Commission number 1344304
Member, Pennsylvania Association of Notaries

(SEAL)

E.D.O.

OWNER'S CERTIFICATION OF INTENT

NAME OF INDIVIDUAL: COMMONWEALTH OF PENNSYLVANIA, COUNTY OF BUCKS, ON THE 17 DAY OF JUNE 2022...

WITNESS MY HAND AND NOTARIAL SEAL, THE DAY AND YEAR FORESAID.

Notary Public: Gwendolyn J. Simak, Bucks County, My Commission expires August 12, 2023...

ROSE MARIE TECCE HAVE LAID OUT UPON OUR LAND, SITUATE IN THE TOWNSHIP OF NEW BRITAIN, BUCKS COUNTY, AND DESIRE THIS PLAN BE RECORDED.

NAME(S) OF OWNER(S): ROSE MARIE TECCE, PROPERTY OWNER, DATE: 6-17-2022

TOWNSHIP ENGINEER'S REVIEW: REVIEWED BY THE TOWNSHIP ENGINEER THIS 7/15/22 DAY OF JULY 2022...

TOWNSHIP BOARD OF SUPERVISORS APPROVAL: APPROVED BY THE SUPERVISORS OF NEW BRITAIN TOWNSHIP, THIS DAY OF 20...

BUCKS COUNTY PLANNING COMMISSION

B.C.P.C. FILE # 12619, PROCESSED AND REVIEWED. A REPORT HAS BEEN PREPARED BY THE BUCKS COUNTY PLANNING COMMISSION IN ACCORDANCE WITH THE MUNICIPALITIES PLANNING CODE.

RECORDER OF DEEDS NOTATION

RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN BUCKS COUNTY, PENNSYLVANIA, IN PLAN BOOK PAGE ON THE DAY OF 20...

PROFESSIONAL LAND SURVEYOR CERTIFICATION

I, Robert L. Showalter, SU-1117-A, DO HEREBY CERTIFY THAT THIS PLAN REPRESENTS A FIELD SURVEY MADE BY ME OR UNDER MY SUPERVISION...

PROFESSIONAL ENGINEER CERTIFICATION

I, Robert L. Showalter, PE-19566, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE INFORMATION CONTAINED IN THE ACCOMPANYING PLANS, SPECIFICATIONS AND REPORTS...

STORMWATER MANAGEMENT SITE PLAN PROFESSIONAL ENGINEER CERTIFICATION

I, Robert L. Showalter, PE-19566, ON THIS DATE 7/14/22, DO HEREBY CERTIFY THAT THE SWM SITE PLAN MEETS ALL DESIGN STANDARDS AND CRITERIA OF THE NEW BRITAIN TOWNSHIP WESHAMMY CREEK WATERSHED ACT 167 STORMWATER MANAGEMENT ORDINANCE OR PLAN.

RESPONSIBLE PARTY CERTIFICATION

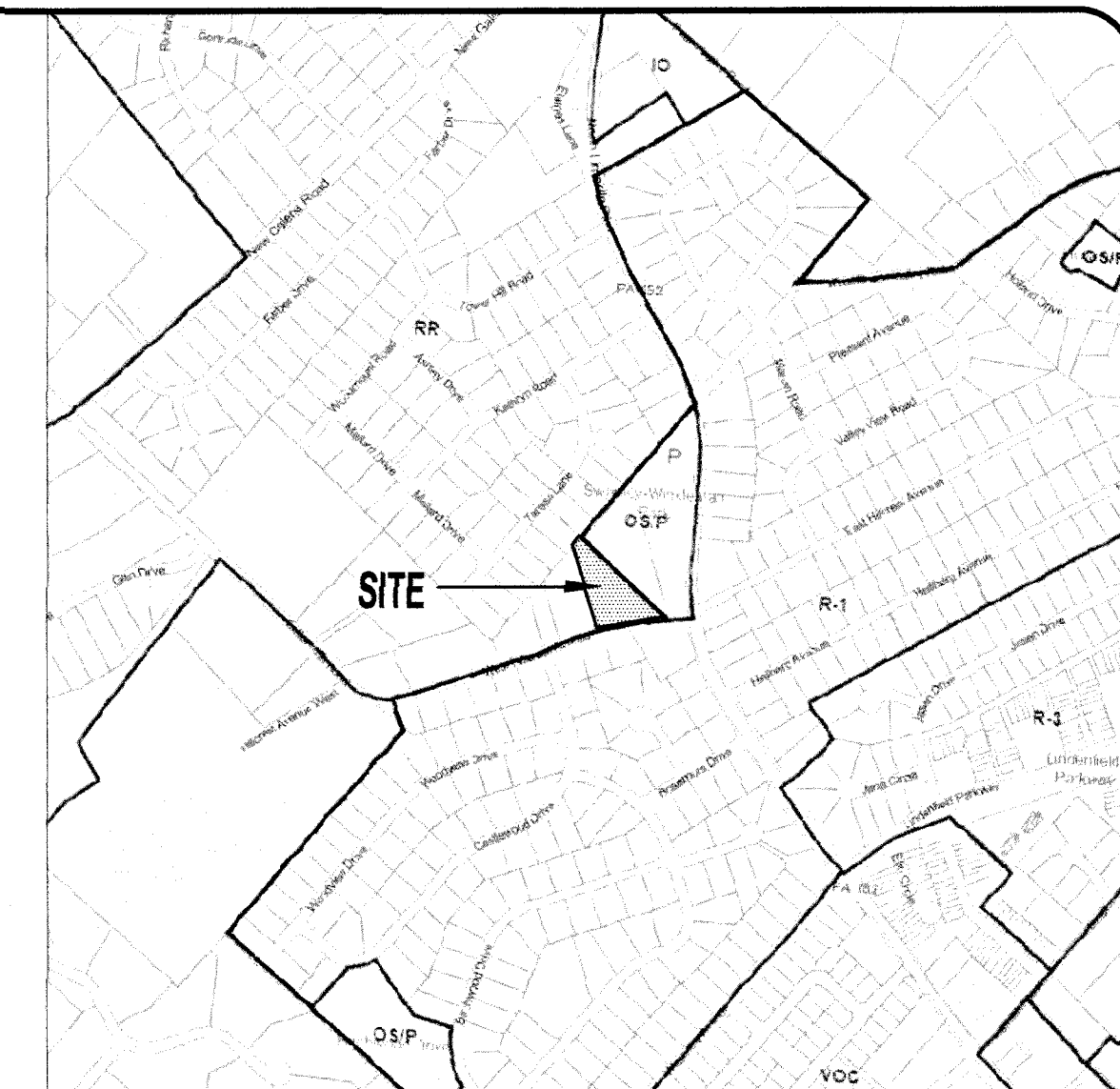
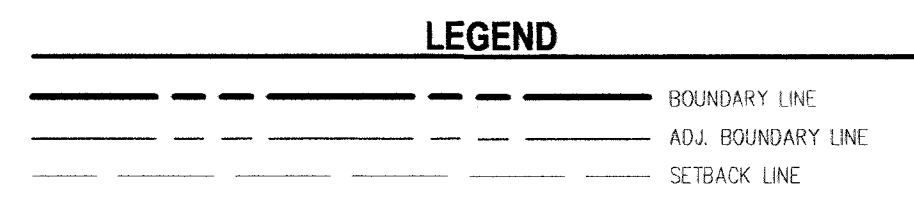
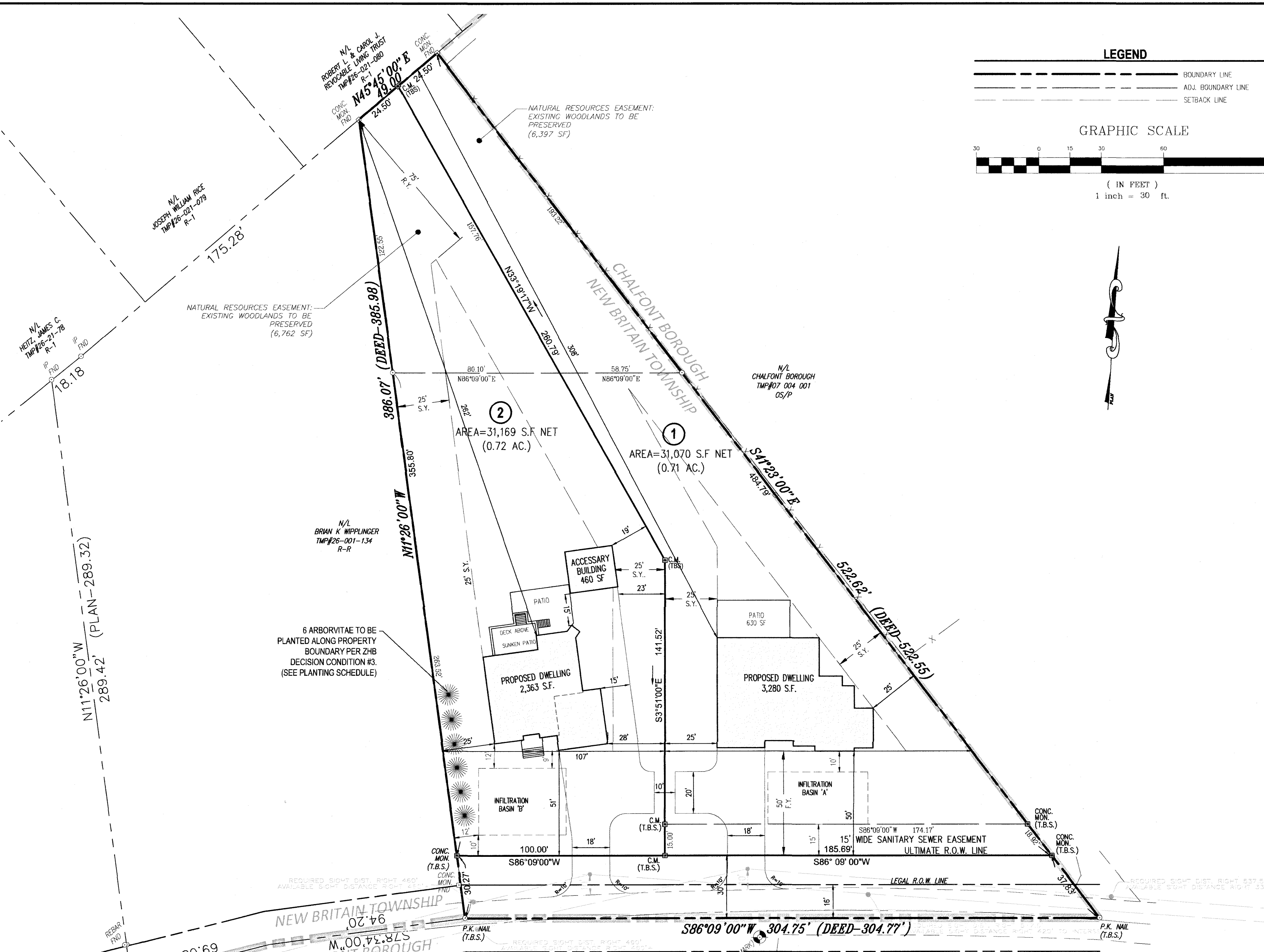
I, on this date, CERTIFY THE FOLLOWING: 1. ANY REVISION TO THE APPROVED POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MUST BE APPROVED BY NEW BRITAIN TOWNSHIP...

TITLE: SIGNATURE: DATE:

CALL BEFORE YOU DIG! PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE-STOP CALL

PENNSYLVANIA ONE CALL SYSTEM, INC. 1-800-242-1776

- SHEET INDEX: 1. MINOR SUBDIVISION PLAN, 2. EXISTING FEATURES & NATURAL RESOURCES PLAN, 3. GRADING AND UTILITY PLAN, 4. EROSION AND SEDIMENT CONTROL PLAN, 5. EROSION AND SEDIMENT CONTROL NOTES & DETAILS



OWNER/APPLICANT: ALBERTO & ROSE MARIE TECCE, 3476 POND VIEW DRIVE, CHALFONT, PA. 18914. SITE ADDRESS: 9 SELLERSVILLE ROAD, CHALFONT, PA. 18914.

ZONING: RR-RESIDENTIAL DISTRICT. TABLE with columns: LOT SIZE, LOT DEPTH, LOT WIDTH, LOT DEPTH, BUILDING HEIGHT, BLDG. COVERAGE, SITE/LOT IMPERVIOUS COVER, BUILDING ENVELOPE.

- THE ZONING HEARING BOARD OF NEW BRITAIN TOWNSHIP GRANTED ON DECEMBER 26, 2018 THE FOLLOWING VARIANCES: SECTION 22-902.2, SECTION 22-2101, SECTION 22-902.2, SECTION 22-201, SECTION 22-2103.

- WAIVERS GRANTED PER NEW BRITAIN TOWNSHIP RESOLUTION 2021-22 DATED SEPTEMBER 27, 2021: SECTION 22-703.4(A)(4) & 22-703-4(C), SECTION 22-704.2(A), SECTION 22-704.4, SECTION 22-705.3(A, C, & G), SECTION 22-706.1 & 2, SECTION 22-712.5(E), SECTION 22-713.4.

IMPERVIOUS SURFACE TABLE. Columns: TOTAL PRE-DEV. IMP. (SF), IMP. TO BE REMOVED (SF), EXIST. IMP. TO REMAIN (SF), PROPOSED LOT 1 IMP. (SF), PROPOSED LOT 2 IMP. (SF), TOTAL POST DEV. IMP. (SF). Rows: HOUSE, EX STONE DRIVE, SHED, PAVING, PATIO/STEPS/CONCRETE WALKS, TOTAL IMPERVIOUS AREA, PROP. SANITARY EASEMENT, RATIO BASE SITE AREA, TOTAL POST DEV. IMP. RATIO.

- GENERAL NOTES: 1. PLAN SHEETS 1 - 5 OF 5 AS SHOWN IN THE SHEET INDEX SHALL BE CONSIDERED A PART OF THE APPROVED PLAN SET... 2. THE ULTIMATE RIGHT-OF-WAY ALONG SELLERSVILLE ROAD IS HEREBY OFFERED FOR DEDICATION TO NEW BRITAIN TOWNSHIP...

REVISIONS table with columns: DATE, COMMENT. Rows: 10/15/2021 PER 6/7/21 GILMORE & 8/6/21 CKS REVIEWS, 9/23/2021 ADD BUFFER PLANTINGS PER ZHB

MINOR SUBDIVISION PLAN PRELIMINARY/FINAL. R. L. Showalter & Associates, Inc. 116 East Butler Avenue, Chalfont, PA 18914. SCALE: 1"=30'. DATE: 04/21/2021. JOB NO.: 2014-039. DRAWN BY: JHS. CHECKED BY: RLS. SITUATE: NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PA. SHEET 1 OF 5.

ORDINANCE MODIFICATIONS, WAIVERS, AND OTHER STIPULATIONS (APPROVED AS PART OF THE SETTLEMENT STIPULATION AND AGREEMENT, EXHIBIT "A", ORDERED OCTOBER 20, 2021):

- THE SETTLEMENT PLAN SHALL BE DEEMED COMPLIANT WITH THE ZONING ORDINANCE, AND ALL THE ZONING RELIEF GRANTED BY THE ZHB IS HEREBY SPECIFICALLY CONFIRMED AND/OR MODIFIED AS FOLLOWS:
 - SECTION 27-300.4 - TO PERMIT MORE THAN ONE PRINCIPAL USE AND MORE THAN ONE PRINCIPAL STRUCTURE ON THE PROPERTY.
 - SECTION 27-305.B.7 - TO PERMIT THE B7 APARTMENT USE TO BE DEVELOPED ON THE PROPERTY AS DEPICTED ON THE SETTLEMENT PLAN.
 - SECTION 27-1201 - TO PERMIT THE B7 APARTMENT USE AND THE D1 NURSERY SCHOOL/DAY CARE CENTER USE IN THE C-1 COMMERCIAL ZONING DISTRICT.
 - SECTION 27-2400.F.2 - TO PERMIT DISTURBANCE OF UP TO 70% OF WOODLANDS ON THE PROPERTY WITH THE ASSOCIATED PLANTING OF REPLACEMENT TREES IN ACCORDANCE WITH PARAGRAPH 15 IN THE AGREEMENT.
 - SECTION 27-2904.G.5 - TO PERMIT THE PAVED AREA ADJACENT TO THE PROPOSED BUILDINGS TO BE TEN (10) FEET FROM THE ABUTTING EXTERIOR WALLS.
 - THE PROPERTY SHALL NOT BE DEVELOPED AS FOR 85 SINGLE-FAMILY ATTACHED USE (TOWNHOUSES).
 - THE BUILDING IDENTIFIED AS "BUILDING A" ON THE SETTLEMENT PLAN SHALL BE USED AS AND FOR THE A7 APARTMENT USE, TOGETHER WITH RESIDENTIAL AMENITIES CUSTOMARILY INCIDENTAL TO THE USE, INCLUDING, BUT NOT LIMITED TO, A FITNESS CENTER FACILITY, BUSINESS CENTER, AND COMMON AREAS.
 - THE BUILDING IDENTIFIED AS "BUILDING B" ON THE SETTLEMENT PLAN SHALL BE USED SOLELY FOR THOSE COMMERCIAL USES PERMITTED BY RIGHT IN THE C-1 COMMERCIAL ZONING DISTRICT AS OF THE DATE OF THIS STIPULATED SETTLEMENT AGREEMENT, TOGETHER WITH POTENTIAL D1 NURSERY SCHOOL/DAY-CARE CENTER USE, SAID LIST OF ALLOWED USES IS IN APPENDIX "B" OF THE STIPULATION AGREEMENT.
 - PORTION OF THE GROUND FLOOR OF THE BUILDING IDENTIFIED AS "BUILDING A" ON THE SETTLEMENT PLAN MAY ALSO BE USED FOR THOSE COMMERCIAL USES PERMITTED BY RIGHT IN THE C-1 COMMERCIAL ZONING DISTRICT AS OF THE DATE OF THIS STIPULATED SETTLEMENT AGREEMENT AS LISTED IN APPENDIX "B".
 - TOWNSHIP SHALL GRANT PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL OF THE SETTLEMENT PLAN WITHIN NINETY (90) DAYS OF THE DATE OF APPLICATION BY PROPERTY OWNER, TOWNSHIP AND PROPERTY OWNER AGREE THAT IN CONNECTION WITH THE LAND DEVELOPMENT APPROVAL, PROPERTY OWNER SHALL BE ENTITLED TO THE GRANT OF SUCH WAIVERS FROM THE PROVISIONS OF THE NEW BRITAIN TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE AS NECESSARY TO FACILITATE THE DEVELOPMENT AS GENERALLY SHOWN ON THE SETTLEMENT PLAN, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:
 - SECTION 22-505 - FROM PROVIDING A COMMUNITY IMPACT ASSESSMENT REPORT.
 - SECTION 22-705.3 - FROM UNDERTAKING ROADWAY WIDENING AND ASSOCIATED IMPROVEMENTS ALONG THE BUTLER AVENUE FRONTAGE, SUBJECT TO SUCH IMPROVEMENTS AS MAY BE REQUIRED UNDER THE JURISDICTION OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION.
 - SECTION 22-713.5.B(6) - FROM PROVIDING BERM AND SCREEN PLANTINGS FOR A B7 APARTMENT USE, AS TO THE BUTLER AVENUE FRONTAGE ONLY.
 - SECTION 22-715 - FROM PROVIDING PARK AND RECREATION LAND.
 - SECTION 22-722 - FROM COMPLIANCE WITH THE BUTLER AVENUE OVERLAY REQUIREMENTS OTHER THAN THOSE SPECIFICALLY REQUIRED UNDER [THE AGREEMENT] OR AS SHOWN ON THE SETTLEMENT PLAN.
 - SECTION 22-711.A(c) - TO PERMIT GRADING WITHIN FIVE (5) FEET OF THE PROPERTY LINE.
 - PROPERTY OWNER SHALL BE REQUIRED TO PAY A FEE-IN-LIEU OF RECREATION IN THE MAXIMUM AMOUNT OF \$185,000.00, PURSUANT TO THE CURRENT RESIDENTIAL PER-UNIT AND COMMERCIAL SQUARE FOOTAGE REQUIREMENTS OF THE FEE SCHEDULE OF NEW BRITAIN TOWNSHIP, WHICH SHALL BE PAYABLE AS FOLLOWS: (a) FIFTY PERCENT (50%) OF THE TOTAL SUM, UP TO A MAXIMUM OF \$92,500.00 SHALL BE PAYABLE UPON THE RECORDING OF FINAL LAND DEVELOPMENT PLANS; AND (b) THE BALANCE SHALL BE PAYABLE UPON ISSUANCE OF THE FIRST OCCUPANCY PERMIT FOR EITHER BUILDING ON THE PROPERTY.
 - THE SIXTY-SIX (66) REQUIRED REPLACEMENT TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE STIPULATED AGREEMENT AND THE LANDSCAPE PLAN, SHEET 22 OF 25.
 - THE FOLLOWING WAIVERS WERE GRANTED AT THE JUNE 20, 2022 MEETING OF THE BOARD OF SUPERVISORS:
 - SECTION 22-714.2, 227-714.7, & 722-4.4.E(2) - FROM PROVIDING LIGHTING ON THE ENTIRETY OF THE ON-SITE WALKING TRAIL.
 - SECTION 22-714.7 - TO PERMIT A LIGHTING RATIO OF GREATER THAN 4:1.

COVERAGE CALCULATIONS		
Lot Calculations	S.F.	AC
Gross Lot Area	316,570	7.27
Ultimate Right-of-Ways	30,438	0.70
Proposed Utility Easements	16,565	0.38
Resources with 100% Protection	3	0.00
Ratio Base Site Area	269,567	6.19
Proposed Areas	S.F.	AC
Proposed Building A	27,120	0.62
Proposed Building B	8,000	0.18
Proposed Sidewalks	9,208	0.21
Proposed Asphalt Path	6,678	0.15
Proposed Curb	1,891	0.04
Proposed Pavement	96,980	2.23
Proposed Emergency Access	860	0.02
Total Proposed Impervious	150,738	3.46
Impervious Coverage		55.9%
Building Coverage		13.0%

NOTE: THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP GRANTED PRELIMINARY/FINAL APPROVAL TO THIS PROJECT SUBJECT TO APPLICANT'S COMPLIANCE WITH THE CONDITIONS STIPULATED ON THE RESOLUTION NO. 2022-07 DULY ADOPTED ON MARCH 21, 2022.

Zoning Table			
Zone: C-1 - Commercial District; Butler Avenue Corridor Overlay District			
ITEM	REQUIRED/PERMITTED	PROPOSED	ORDINANCE SECTION
Uses	Various Uses*		27-300, 27-1201
C-1 District Regulations			
Min. Lot Area	1 Acre	6.5 Acres	27-1202.b
Min. Lot Width	250 FT	608 FT	27-1202.b
Min. Lot Depth	120 FT	448 FT	27-1202.b
Min. Front Yard Setback	40 FT	95 FT	27-1202.b
Min. Side Yard Setback	15 FT	31 FT	27-1202.b
Min. Rear Yard Setback	30 FT	313 FT	27-1202.b
Min. Front Yard Setback for B-7 Use	50 FT	95 FT	27-305.B7
Min. Side Yard Setback for B-7 Use	20 FT	51 FT	27-305.B7
Min. Rear Yard Setback for B-7 Use	50 FT	269 FT	27-305.B7
Max. Building Coverage	40%	13.0%	27-1202.b
Max. Building Height**	35 FT/40 FT	40 FT	27-1202.a & 27-305.B7.a
Max. Impervious Surface Coverage (Site)	70%	55.9%	27-1202.b
Max. Impervious Surface Coverage (Lot)	75%	55.9%	27-1202.b
Min. Required Buffer Yard	45 FT	50 FT	27-2801
Off-Street Parking Regulations			
Bldg A - B7 Apartments (1-3 Bedroom)	2 Spaces/DU (70 Units) (140 Spaces)	148 Spaces	27-2901.B.7.b
Bldg A - J1 Retail Store	1 Space/200 SF (600 SF) (3 Spaces)	9 Spaces	27-2901.J.1
Bldg B - I1 Medical Office	1 Space/175 SF (16,000 SF) (92 Spaces)	100 Spaces	27-2901.I.1
Min. Paved Area Setback	20 FT	10 FT*	27-2904.g
* Permitted as noted in the stipulation agreement			
** Permitted Building Height for B-7 Use (Building A) is 40 FT			

RESOURCE PROTECTION CALCULATIONS					
Natural Resource	Required Protection Ratio	Land in Resources	Required Resource Protection Land	Proposed Protected Area	Proposed Protection Ratio
Watercourses	100%	0.00	0.00	0.00	N/A
Riparian Buffer	100%	0.00	0.00	0.00	N/A
Floodplain & Floodplain Soil	100%	0.00	0.00	0.00	N/A
Wetlands	100%	0.00	0.00	0.00	N/A
Lakes and Ponds	100%	0.00	0.00	0.00	N/A
Wetlands Margin	80%	0.00	0.00	0.00	N/A
Woodlands*	30%	3.78	1.13	1.17	30.9%
Steep Slopes 8-15%	60%	0.00	0.00	0.00	N/A
Steep Slopes 15-25%	70%	0.00	0.00	0.00	N/A
Steep Slopes 25%+	85%	0.00	0.00	0.00	N/A

*Settlement agreement permits up to 70% woodland disturbance.

RECORDED BY DEEDS ACKNOWLEDGEMENT
RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC. IN AND FOR THE COUNTY OF BUCKS, AT DOYLESTOWN, PENNSYLVANIA IN PLAN BOOK _____ PAGE _____ ON THIS _____ DAY OF _____ 20____

BOARD OF SUPERVISORS ACKNOWLEDGEMENT
THIS PLAN APPROVED BY THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP THIS _____ DAY OF _____ 20____

OWNER CERTIFICATION FOR STORMWATER BMP'S
THE STORMWATER BMP'S ARE FIXTURES THAT CAN BE ALTERED OR REMOVED ONLY AFTER APPROVAL BY NEW BRITAIN TOWNSHIP.

OWNER SIGNATURE BLOCK & ACKNOWLEDGEMENT
TO ALL WHOM THESE PRESENTS MAY COME, KNOW YE THAT I, MICHAEL C. MEISTER, MANAGING MEMBER OF PENNS TRAIL GP LLC THE GENERAL PARTNER OF BUTLER PIKE PROPERTIES LP, HEREBY CERTIFY THAT BUTLER PIKE PROPERTIES LP HAS LAID OUT ON ITS APPROXIMATE 7.27 ACRES OF LAND IN NEW BRITAIN TOWNSHIP, COUNTY OF BUCKS, COMMONWEALTH OF PENNSYLVANIA, A LAND DEVELOPMENT ACCORDING TO THIS PLAN WHICH IS INTENDED TO BE RECORDED.

WITNESS OUR HAND AND SEAL THIS _____ DAY OF August, 2022.
MICHAEL C. MEISTER
PROPERTY OWNER

COMMONWEALTH OF PENNSYLVANIA: COUNTY OF BUCKS:
ON THIS _____ DAY OF August, A.D., 2022, BEFORE ME A NOTARY PUBLIC OF THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED MICHAEL C. MEISTER, WHO ACKNOWLEDGED THIS PLAN TO BE THE OFFICIAL PLAN AND PROPERTY SHOWN THERETO SITUATED IN THE TOWNSHIP OF NEW BRITAIN, COUNTY OF BUCKS, COMMONWEALTH OF PENNSYLVANIA, AND DESIRED THAT THIS PLAN BE RECORDED ACCORDING TO LAW.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF August, 2022.

Commonwealth of Pennsylvania - Notary Seal
ADELINA N. SKED - Notary Public
Bucks County
My Commission Expires January 10, 2025
Commission Number: 1273916

SEAL
ADELINA N. SKED
NOTARY PUBLIC
January 10, 2025
COMMISSION EXPIRATION DATE

ENGINEER'S CERTIFICATION
I, ROBERT CUNNINGHAM, A REGISTERED PROFESSIONAL ENGINEER IN THE COMMONWEALTH OF PENNSYLVANIA, HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAN IS ACCURATE AND CORRECT AS INDICATED.

ROBERT CUNNINGHAM, P.E.
PA PE076424
DATE 8/2/2022

CERTIFICATION OF ACCURACY
I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE SURVEY AND PLAN SHOWN AND DESCRIBED HEREON IS TRUE AND CORRECT.

STEPHEN R. MURPHY, PLS
SU056907
DATE 8-2-22

TOWNSHIP ENGINEER ACKNOWLEDGEMENT
THIS PLAN HAS BEEN REVIEWED BY THE TOWNSHIP ENGINEER ON THIS _____ DAY OF August, 2022.

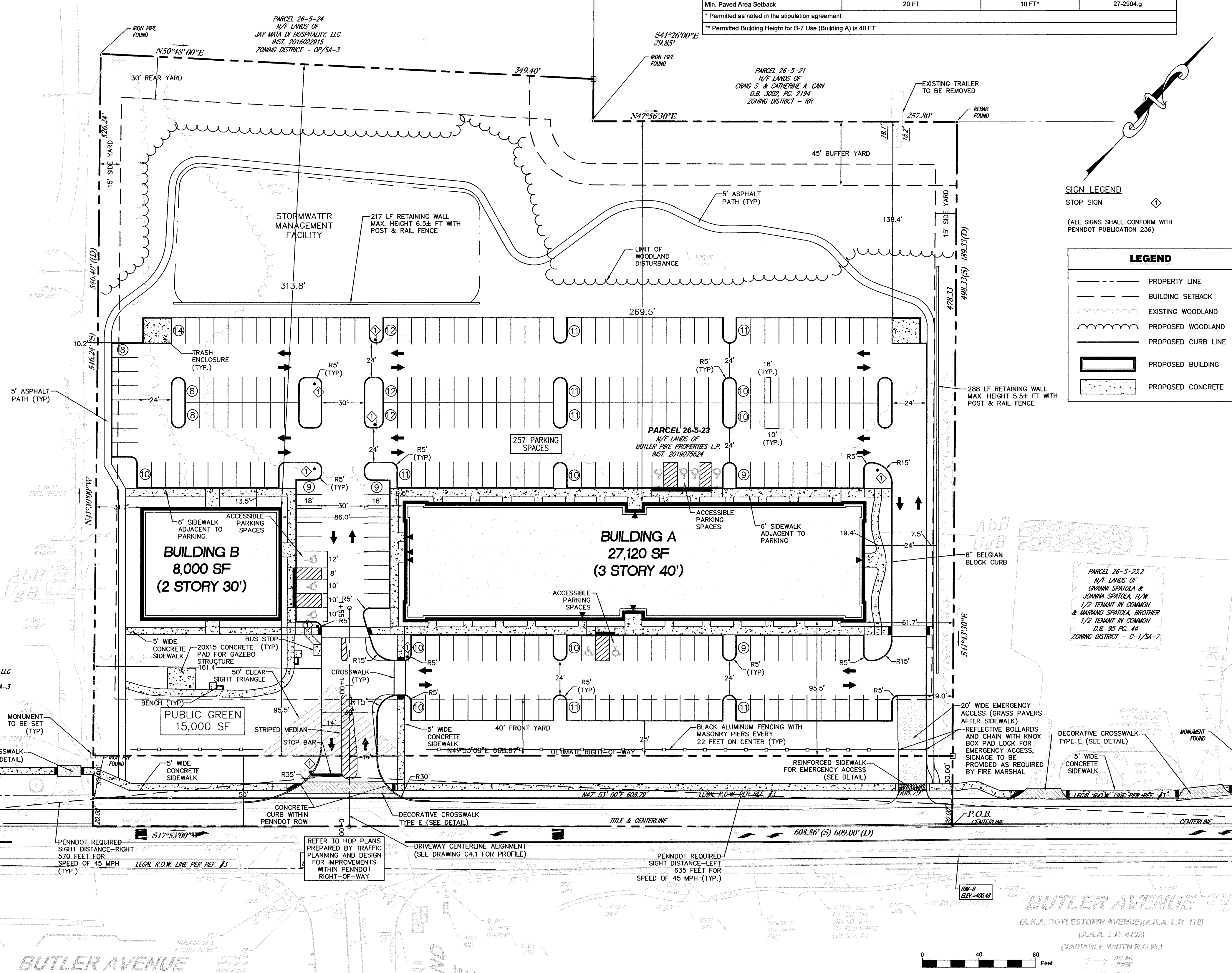
ENGINEER: *James Marchand*

REVIEWED BY THE BUCKS COUNTY PLANNING COMMISSION
THIS LAND DEVELOPMENT PLAN WAS REVIEWED BY THE BUCKS COUNTY PLANNING COMMISSION ON THE _____ DAY OF _____ 20____

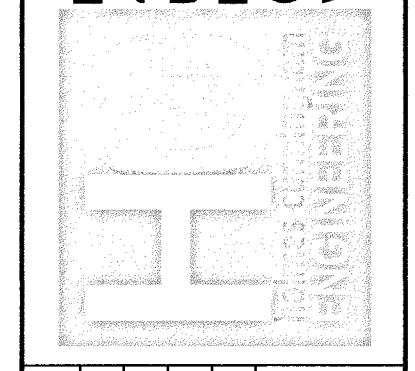
DIRECTOR
BCPC #9134-C

SITE PLAN NOTES:

- THIS PROPERTY IS SUBJECT TO A SETTLEMENT AGREEMENT BETWEEN NEW BRITAIN TOWNSHIP AND BUTLER PIKE PROPERTIES LP DATED 10/7/2021, LAND USE APPEAL BUCKS COUNTY COURT OF COMMON PLEAS NO. 0021-00629. THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE STIPULATIONS OF THAT SETTLEMENT AGREEMENT.
- THE PROPERTY BEING BUCKS COUNTY TAX MAP PARCEL NUMBER 25-005-023 CONTAINING 6.5 ACRES OF LAND MORE OR LESS.
- EXISTING CONDITIONS SHOWN ARE FROM BOUNDARY & TOPOGRAPHIC SURVEY PERFORMED BY CONTROL POINT ASSOCIATES, INC IN FEBRUARY 20, 2020.
- THE PROPOSED STORMWATER BASIN AND ALL STORM SEWER LOCATED ON-SITE WILL BE OWNED AND MAINTAINED BY THE OWNER.
- FLOOD ZONE INFORMATION: SUBJECT PARCEL AREA IS LOCATED OUTSIDE ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN) OF THE FLOOD INSURANCE RATE MAP, PANEL 288 OF 532, MAP NO. 42017C0288 WHICH BEARS AN EFFECTIVE DATE OF MARCH 21, 2017.
- ALL UTILITIES ARE TO BE PLACED UNDERGROUND.
- THE PROPOSED DEVELOPMENT IS TO BE SERVED BY PUBLIC WATER AND PUBLIC SEWER.
- NOTHING SHALL BE PERMITTED TO BE PLACED, PLANTED, SET OR PUT WITHIN THE AREA OF AN EASEMENT. THE AREA SHALL BE KEPT AS LAWN IN UNIMPROVED AREAS.
- WATER MAIN AND EASEMENTS SHALL BE DEDICATED TO THE NORTH WALES WATER AUTHORITY.
- NO PLANTINGS, STRUCTURES OR FENCES SHALL BE LOCATED WITHIN THE WATER MAIN EASEMENTS OR WITHIN 10 FEET OF THE PROPOSED WATER MAINS OR SERVICES.
- THE MAINTENANCE AND OWNERSHIP OF THE STORM FACILITIES WILL BE THE RESPONSIBILITY OF THE LOT OWNER.
- A BLANKET EASEMENT OVER THE SITE IS PROVIDED FOR INSPECTION OF STORM FACILITIES BY THE TOWNSHIP.
- PORTION OF PATH THROUGH TREE LINE TO BE FIELD ADJUSTED TO AVOID DISTURBANCE OF EXISTING TREES.
- THE AREA BETWEEN THE TITLE LINE AND THE LEGAL RIGHT-OF-WAY LINE IS TO BE DEDICATED TO PENNDOT.
- THE AREA BETWEEN THE LEGAL AND THE ULTIMATE RIGHT-OF-WAY LINES IS TO BE DEDICATED TO NEW BRITAIN TOWNSHIP.
- THE APPLICANT IS REQUIRED TO MAINTAIN THE AREA OF THE CLEAR SIGHT TRIANGLE AND THE TOWNSHIP HAS THE RIGHT TO ENTER AND PERFORM REQUIRED MAINTENANCE IN THE AREA IF DEEMED CRITICAL TO PUBLIC WELFARE PURSUANT TO A DECLARATION OF GOVERNANTS, RESTRICTIONS, AND CONDITIONS APPROVED BY THE BOARD.
- ELEVATIONS ARE BASED UPON CHALFONT-NEW BRITAIN TOWNSHIP JOINT SEWAGE AUTHORITY DATUM. TEMPORARY BENCH MARKS SET:
 - TBM-A: MAG NAIL SET IN ASPHALT PAVEMENT ELEVATION=400.48
 - TBM-B: MAG NAIL SET IN ASPHALT PAVEMENT ELEVATION=395.53
- PRIOR TO CONSTRUCTION IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THE BENCHMARKS ILLUSTRATED ON THIS PLAN HAVE NOT BEEN DISTURBED AND THEIR ELEVATIONS HAVE BEEN CONFIRMED. ANY CONFLICTS MUST BE REPORTED PRIOR TO CONSTRUCTION.
- THE DETENTION BASIN SHALL BE INSTALLED BEFORE THE CONSTRUCTION OF ANY BUILDINGS OR SITE IMPROVEMENTS, UNLESS OTHERWISE APPROVED BY THE BOARD AND THE BUCKS COUNTY CONSERVATION DISTRICT. A PRELIMINARY BASIN AS-BUILT PLAN MUST BE SUBMITTED AND APPROVED BY THE TOWNSHIP ENGINEER PRIOR TO BEGINNING ANY BUILDING CONSTRUCTION TO CONFIRM THAT THE CONSTRUCTED VOLUMES ARE IN ACCORDANCE WITH THE DESIGN PLANS.
- THE TOWNSHIP HAS THE RIGHT TO REQUIRE MODIFICATIONS TO THE BUFFERING AND LIGHTING AFTER CONSTRUCTION IS COMPLETED IF IT IS DETERMINED THAT THE CONSTRUCTED BUFFERING AND/OR LIGHTING IS NOT PROVIDING THE INTENDED SCREENING AND NOISE ATTENUATION.
- SHOP DRAWINGS FOR THE GAZEBO SHALL BE PROVIDED TO THE TOWNSHIP FOR REVIEW AND APPROVAL PRIOR TO ORDERING.
- AT LEAST 13 FEET SIX INCHES OF NOMINAL VERTICAL CLEARANCE SHALL BE PROVIDED AND MAINTAINED OVER THE FULL WIDTH OF THE EMERGENCY ACCESS.



Holmes Cunningham LLC
409 E. Butler Ave,
Unit 5
Doylestown, PA 18901
(215) 586-3330
www.hcengineering.net



REVISIONS	Description	Date
1	REVISED FOR TWP/BCCD COMMENTS	3-17-2022
2	REVISED FOR WATER AND SEWER COMMENTS	5-25-2022
3	REVISED FOR TWP/BCCD COMMENTS	6-13-2022

CALL BEFORE YOU DIG!
PENNSYLVANIA LAW REQUIRES
3 WORKING DAYS IN DESIGN STAGE
CONSTRUCTION PHASE AND
UTILITY LOCATIONS AS SHOWN ON
THIS PLAN ARE THE RESPONSIBILITY OF THE
CONTRACTOR. PER PA. ACT 487 TO
THE PROVISIONS OF THE PENNSYLVANIA
UTILITY FACILITIES ACT.

BUTLER AVENUE PROPERTY
TMP # 26-005-023
NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PA
RECORD SITE PLAN

FILE NO.
1482 C1.0 Record.dwg

HCE Job 1482
Date 11/30/2021
Scale 1" = 40'
Designed RC
Sheet 4 of 25

Drawing No.
C1.0



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

BOARD MOTION

Date: August 15, 2022

I MOVE THAT: The Board approve a Deed of Easement with Chalfont-New Britain Township Joint Sewer Authority on for a township owned parcel on Schoolhouse Road and Railroad Avenue, per the attachments.

Presented By: _____

Seconded By: _____

Prepared by and Return To:

Joseph M. Bagley, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road
Suite 110
Blue Bell, PA 19422

T.M.P. No. 26-27-6

DEED OF EASEMENT

THIS AGREEMENT is made this _____ day of _____, 2022 between **NEW BRITAIN TOWNSHIP**, with an address of 207 Park Avenue, Chalfont, Bucks County, Pennsylvania 18914 (hereinafter collectively called "GRANTOR") and the **CHALFONT-NEW BRITAIN TOWNSHIP JOINT SEWAGE AUTHORITY**, a municipal authority of the Commonwealth of Pennsylvania, (hereinafter called "GRANTEE").

WHEREAS, the GRANTOR is owner of a certain tract of land situated in New Britain Township, Bucks County, Pennsylvania, more particularly identified as Bucks County Tax Parcel Number(s) 26-27-6, with frontage on Schoolhouse Road and on Railroad Avenue, in New Britain Township, Bucks County, Pennsylvania (hereinafter called "PARCEL"); and

WHEREAS, in conjunction with a project of GRANTEE, GRANTEE will construct a sanitary sewer line across a portion of the Parcel (hereinafter called "SEWER LINE"); and

WHEREAS, said SEWER LINE will be operated and maintained by GRANTEE;

NOW, THEREFORE, in consideration of the mutual promises, and intending to be legally bound hereby, the parties hereto covenant and agree as follows.

1. GRANTEE shall pay to GRANTOR, for the easement hereinafter described, the sum of Zero Dollars (\$0.00), receipt of which GRANTOR hereby acknowledges.

2. GRANTOR hereby grants and conveys to GRANTEE, its successors and assigns, all rights, title and interest in an easement twenty (20') feet in width on, over, through and under the lands hereinafter described, along the route designated on the attached plan and such amended plans as are filed of record, as necessary to lay, install, construct, operate, replace, renew, repair and maintain said SEWER LINE and its accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land,

necessary or convenient for full and complete use by the GRANTEE of the said right, title or interest of the easement, and for the exercise of said rights and privileges to lay, install, construct, replace, renew, repair and maintain said SEWER LINE, with accessories and appurtenances, including surface markers and access manholes and including, but not limited to, the right to clear and keep cleared all trees and obstructions from the surface of the said easement.

3. The said lands along, in and under which the right, title, interest and easement above mentioned are granted and conveyed, are described by metes and bounds in the legal description attached hereto as Exhibit "A" and depicted on the plan attached hereto as Exhibit "B", which Exhibits are incorporated herein by reference.

4. The said title, right, interest and easement herein acquired by the GRANTEE for the laying, installation, construction, replacement, operation, repair, renewal and maintenance, of said SEWER LINE, accessories and appurtenances, are defined and limited as follows:

- a. The permanent occupation and use of such area underground as shall be required for the laying, installation, construction, joinder, anchorage, support and maintenance of the SEWER LINE, together with accessories and appurtenances thereto as well as for the accommodation of surface markers, access manholes, and other accessories and appurtenances;
- b. The permanent occupation and use of such surface area as shall be required for the said manholes and other accessories and appurtenances, including markers; and
- c. GRANTEE'S occupation and use of an additional temporary construction easement as shall be needed for the construction of the SEWER LINE and other accessories and appurtenances until such time that the SEWER LINE project is declared complete by the GRANTEE'S engineer; such surface area not to exceed twenty (20') feet in width on one side of the permanent SEWER LINE easement, as described in the legal description attached hereto as Exhibit "A" and as shown on the Plan attached hereto as Exhibit "B", said area to be entered upon and accessed only along said line of SEWER LINE easement.

5. To have and to hold the said perpetual easement granted unto GRANTEE, its successors and assigns, to and for its and their use, as specified herein forever.

6. GRANTEE shall, in connection with the exercise of any rights under the aforesaid, restore the surfaces of the easement area in a reasonable and practical manner to its contour and condition as existed prior to the exercise of any said rights, and shall also restore the easement area with topsoil and seeding.

7. GRANTOR is to have full use and enjoyment of said easement except for the purposes granted said GRANTEE. GRANTOR shall not construct nor permit to be constructed any house, structure or obstructions on or over the SEWER LINE or that will interfere with the construction, maintenance or operation of the SEWER LINE or related facilities, and GRANTOR will not change the grade over the SEWER LINE.

8. GRANTEE agrees to permit GRANTOR to tie into the SEWER LINE at a point deemed appropriate by GRANTEE, subject to GRANTOR complying with all rules, regulations and local ordinances in connection therewith.

9. GRANTOR agrees to execute such other documents as are reasonably necessary to implement and record the conveyance of all the rights and interests to GRANTEE contemplated by this Deed.

10. The parties hereto, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that no structure shall be constructed or permitted on said easement.

11. The rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

12. With respect to the matters contained herein, this Deed of Easement constitutes the sole and complete understanding and agreement of the parties hereto. The Deed supersedes any prior agreement, discussions or representations and may not be modified except in a writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

GRANTEE:
Chalfont-New Britain Township Joint Sewage
Authority

GRANTOR:
New Britain Township

By: _____

By: _____

Chairman

Chairman

Attest: _____

Attest: _____

Secretary

Secretary

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BUCKS .

On this, the _____ day of _____, 2022, before me, a Notary Public, personally appeared _____, who acknowledged himself to be the _____ of New Britain Township Board of Supervisors and that he, as such officer being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BUCKS .

On this, the _____ day of _____, 2022, before me, a Notary Public, personally appeared _____, who acknowledged himself to be the _____ of New Britain Township Board of Supervisors and that he, as such officer being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BUCKS :

On this, the _____ day of _____, 2022, before me, a Notary Public, personally appeared _____, who acknowledged himself to be the _____ of Chalfont-New Britain Township Joint Sewage Authority and that he, as such officer being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BUCKS :

On this, the _____ day of _____, 2022, before me, a Notary Public, personally appeared _____, who acknowledged himself to be the _____ of Chalfont-New Britain Township Joint Sewage Authority and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT

SANITARY SEWER EASEMENT

TMP 26-27-6

N/L TOWNSHIP OF NEW BRITAIN

NEW BRITAIN TOWNSHIP, BUCKS COUNTY

DESCRIPTION OF ALL THAT CERTAIN 20-foot-wide strip of land situate in New Britain Township, Bucks County, Commonwealth of Pennsylvania, for a Sanitary Sewer Easement, bounded and described in accordance with an Easement Plan prepared for Chalfont-New Britain Township Joint Sewage Authority, TMP 26-27-6, N/L Township of New Britain, as prepared by CKS Engineers, Inc., Doylestown, Pennsylvania, dated November 10, 2021, last revised December 2, 2021.

BEGINNING at a point, said point being the southernmost corner of lands of N/L Township of New Britain (TMP 26-27-6), said point also being the common corner of lands of N/L Eugene Jasin and Marilyn Inman (TMP 26-1-71) and lands of N/L Township of New Britain (TMP 26-27-6); thence from said point of BEGINNING, along the common property line of lands of N/L Eugene Jasin and Marilyn Inman (TMP 26-1-71) and lands of N/L Township of New Britain (TMP 26-27-6) N 51° 00' 00" W, 179.35 feet to a point; thence through the lands of N/L Township of New Britain the following six (6) courses and distances: 1) N 25° 23' 27" W, 199.44 feet to a point; thence 2) N 54° 11' 15" E, 88.99 feet to a point; thence 3) S 43° 24' 19" E, 20.18 feet to a point along an existing sanitary sewer easement; thence 4) S 54° 11' 15" W, 75.00 feet to a point; thence 5) S 25° 23' 27" E, 178.24 feet to a point; thence 6) S 51° 00' 00" E, 174.63 feet to a point, said point being on the common property line of lands of now or late Twin Maple Homeowners Assn. (TMP 26-27-33) and lands of now or late Township of New Britain (TMP 26-27-6); thence along this common property line S 38° 30' 00" W, 20.00 feet to the first mentioned point and place of BEGINNING.

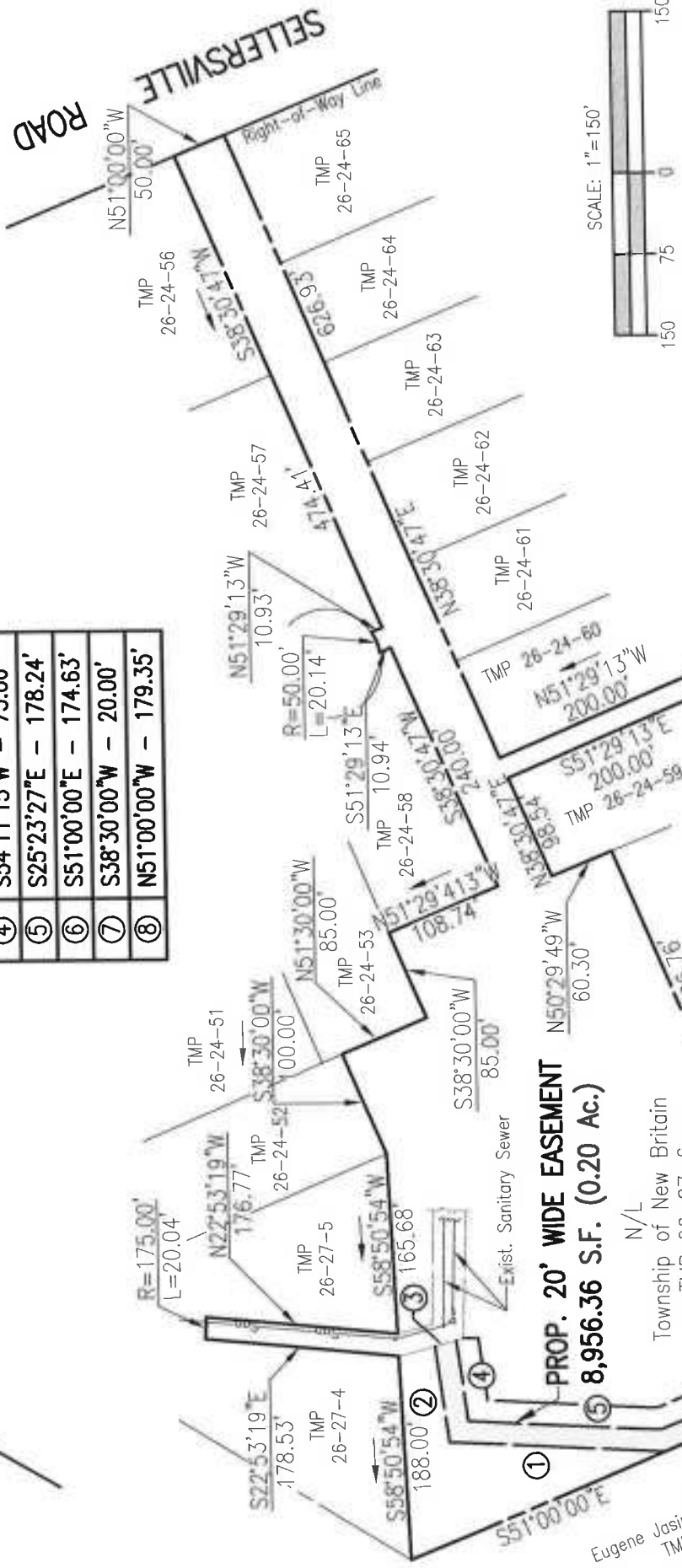
CONTAINING 8,956.36 sf more or less.

SUBJECT to an additional 20-foot-wide temporary construction easement as shown on the Easement Plan.

EXHIBIT B
PLAN SHOWING DESCRIBED EASEMENT

METES AND BOUNDS LEGEND

No.	BEARING/DISTANCE
①	N25°23'27"W - 199.44'
②	N54°11'15"E - 88.99'
③	S43°24'19"E - 20.18'
④	S54°11'15"W - 75.00'
⑤	S25°23'27"E - 178.24'
⑥	S51°00'00"E - 174.63'
⑦	S38°30'00"W - 20.00'
⑧	N51°00'00"W - 179.35'

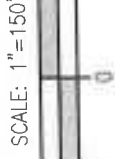



PROP. 20' WIDE EASEMENT
 8,956.36 S.F. (0.20 Ac.)

20' WIDE TEMPORARY CONSTRUCTION EASEMENT

N/L
 Twin Maple Homeowners Assoc.
 TMP 26-27-33

Eugene Josin
 N/L
 TMP 26-1-71
 & Marilyn Inman





401 W. Seneca Blvd.
 Suite 202
 Pottsville, PA 19201
 www.cksengineers.com
 610-338-0000

Rev. No.	12/27/21	Date	Temporary Construction Easement Added
EASEMENT PLAN			
PREPARED FOR CHALFONT-NEW BRITAIN TOWNSHIP JOINT SEWAGE AUTHORITY			
Township of New Britain Bucks County, Pennsylvania			
Date:	11/10/21	Scale:	1" = 150'
Drawn By:	CJ	Plan No.:	9233
Checked By:	MFG	Sheet No.:	1 OF 1

NOTE:
 METES AND BOUNDS FOR TMP 26-27-6 AS SHOWN HEREON
 TAKEN FROM DEED AS RECORDED IN THE BUCKS COUNTY
 RECORDER OF DEEDS OFFICE IN DEED BOOK 2131, PAGE 62.



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


BOARD MOTION

Date: August 15, 2022

I MOVE THAT: The Board accept the resignation of James Bender from Parks & Recreation Commission and authorize advertisement of an opening on the Parks & Recreation Commission, per the attachments.

Presented By: _____

Seconded By: _____



James Bender
1704 Mulberry Court
Perkasie, PA 18944

July 19, 2022

Ms. Clancy, Mr. West, and Board of Supervisors:

It is with heavy heart that I must tender my resignation as Chair and Member of the Parks and Recreation Board of New Britain Township. Due to personal circumstances, I am no longer residing within the boundaries of the Township and therefore no longer meet the requirements to participate on this Board.

This Board and its activities were a large part of my life and I will deeply miss the opportunity to continue serving this community. From my days as a youth helping to direct traffic at the Shrine of Czestochowa during the fireworks and wearing numerous costumes in the July 4th Parade, to working as a summer helper with the Public Works Department as a teen, to my years as an adult serving on this Board, I have seen the value this Board brings to the community and its role in making New Britain Township a destination for homeowners.

Since my appointment a decade ago, I have always strived to maintain the integrity of this Board as the nonpolitical entity it is and am grateful for the opportunity to serve this Township beside some truly amazing people. I wish to thank Chelle Clancy, Michael Walsh, and Matt West for their tireless efforts and support as Township staff, as well as JoAnn Lapp and Eileen Bradley. I also wish to thank the Board of Supervisors for entrusting me with this position and surrounding me with such dedicated and selfless colleagues. Most importantly, I wish to thank the current and past members of this Board for their willingness to volunteer their time to improve our community.

I hope that circumstances will allow me to return to the New Britain in the very near future and I can once again find a way to lend my services to my neighbors. Until then, I leave with gratitude for this experience and with hope for what this Board will continue to do for the Township.

Sincerely,



James Bender

Chair, New Britain Township Parks and Recreation Advisory Board





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

BOARD MOTION

Date: August 15, 2022

I MOVE THAT: The Board authorize zooming & recording all Township meetings, per the attachments.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: August 15, 2022

I MOVE THAT: The Board approve the appoint of new actuary for both the Non-Uniform & Police pension funds, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: New Britain Township Pension Committee, New Britain Board of Supervisors
FROM: Matt West, Township Manager
DATE: July 26, 2022
RE: Pension Actuarial Services – Final Recommendation

An email was sent to Pension Committee members on June 29, 2022 with an attached memo summarizing the interviews and reference checks of the two finalist firms along with a recommendation to the Committee about which firm to forward to the Board of Supervisors for consideration at a future public meeting. Additionally, Committee members were asked to respond to that email to select one of the two firms to forward as a recommendation to the Board of Supervisors. Below is a summary of submitted recommendations:

CBIZ – 8 Committee member recommendations
Conrad Siegel – 2 Committee member recommendations

Based on the results of the in-person interviews and reference checks, along with the recommendations emailed by Committee members, the final recommendation to the Board of Supervisors is included below. The Committee asks the Board to consider taking action on this matter at a public meeting in the near future, as pension actuarial services plays an integral role in the management of the Township's pensions.

Recommendation: Staff is confident that either firm will provide the needed actuarial service, with a strong majority of the Committee recommending that the Board consider CBIZ to provide pension actuarial services for the Township's police and non-uniform pensions.



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

BOARD MOTION

Date: August 15, 2022

I MOVE THAT: The Board approve the hiring of Zachary Jenkins to the Public Works Department as a Laborer/Operator/Truck Driver, effective August 15, 2022.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: August 15, 2022

I MOVE THAT: The Board award the 2022-2023 Bucks County Consortium Fuel Bid, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisor & Matt West
FROM: Ryan Cressman, Superintendent of Public Works
DATE: July 27, 2022
RE: 2022-2023 Fuel Bids

On June 16, 2022 fuel bids were opened by the Bucks County Consortium hosted by Northampton Township. A total of 3 bids were received.

Riggins, Inc. was low bidder for Unleaded Regular and Ultra-Low Sulfur Diesel Fuel. Bids are based on the OPIS exchange price at delivery plus a delivery cost.

The delivery cost per gallon is as follows:

Regular Unleaded Gasoline \$0.0989
Ultra-Low Sulfur Diesel Fuel \$0.2540

Staff Recommendation: Award the lowest qualified bidder Riggins, Inc. the Unleaded Regular and Ultra-Low Sulfur Diesel Fuel.

Bucks County Consortium
2022 Fuel Bid Summary

Product	Riggins, Inc	Mansfield Oil Co	Petroleum Traders Corp
5,999 or Less Gallons			
Unleaded Regular	\$0.0989	No Bid	No Bid
Premium Unleaded	\$0.0544	No Bid	No Bid
#2 Heating Oil	No Bid	No Bid	No Bid
Ultra-Low Sulfur Diesel	\$0.2540	No Bid	No Bid
Off-Road Ultra-Low Sulfur	No Bid	No Bid	No Bid
6000 Gallons or Greater			
Unleaded Regular	\$0.0280	\$0.0908	-\$0.0092
Premium Unleaded	-\$0.1349	-\$0.0371	-\$0.1174
#2 Heating Oil	\$0.0415	No Bid	\$0.0486
Ultra-Low Sulfur Diesel	\$0.0549	No Bid	\$0.0335
Off-Road Ultra-Low Sulfur	\$0.0590	No Bid	No Bid
Propane, 999 or Less Gallons			
Propane	No Bid	No Bid	No Bid
Propane, 1000 Gallons or Greater			
Propane	No Bid	No Bid	No Bid

BUCKS COUNTY CONSORTIUM
GASOLINE, DIESEL, PROPANE, AND HEATING OIL BIDS

BID PROPOSAL FORM

The undersigned agrees to supply and deliver gasoline, diesel fuel, propane & heating oil in compliance with the General Instructions, Conditions, and Specifications at the prices hereinafter listed to each participating Agency in the Bucks County Consortium.

Unleaded Regular Gasoline 5,999 gallons or less 6,000 gallons or greater
Delivery Price per gallon \$ + .0989 \$ + .028

Premium Unleaded Gasoline 5,999 gallons or less 6,000 gallons or greater
Delivery Price per gallon \$ + .0549 \$ + .1349

#2 Heating Oil 5,999 gallons or less 6,000 gallons or greater
Delivery Price per gallon \$ NB \$ + .0415


Ultra-Low Sulfur Diesel Fuel 5,999 gallons or less 6,000 gallons or greater
Delivery Price per gallon \$ + .254 \$ + .0549

Off-Road Ultra- Low Sulfur 5,999 gallons or less 6,000 gallons or greater
Delivery Price per gallon \$ NB \$ + .059

Propane 999 gallons or less 1,000 gallons or greater
Delivery Price per gallon \$ NO BID \$ NO BID

Riggins, Inc.
Name of Company

Steven Riggins, pres.
Name and Company Position


Signature

Bid Bond

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Riggins, Inc.

as Principal, and Harco National Insurance Company, a corporation of the State of IL, as Surety, are hereby held and firmly bound unto

Northampton Township and participating Agencies

in the penal sum of Ten Percent of Amount Bid (\$ 10%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 14th day of June, 2022

The condition of the above obligation is such that whereas the Principal has submitted a certain bid, to enter into a contract in writing for

Bucks County Consortium Fuel Bid - Supply of Gasoline, Diesel Fuel, Propane & Heating Oil

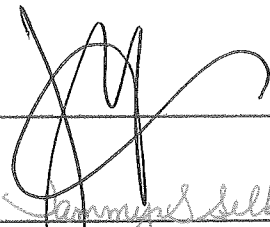

NOW, THEREFORE,



- (a) If said bid shall be rejected, or in the alternate
- (b) If said bid shall be accepted and the Principal shall execute and deliver an acceptable form of contract, and shall furnish a bond for the faithful performance of said Contract, and for the payment of the persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid;

THEN, THIS OBLIGATION SHALL BE VOID, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

IN WITNESS WHEREOF, the Principal and the Surety have hereto set their hands and seals, and such of them as are corporations have caused their corporate seals, to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, sealed and delivered in the presence of:

ATTEST: 
ATTEST: 
Bid Bond Date June 14, 2022

Riggins, Inc.
By:  **pres.**
Principal
Harco National Insurance Company
By: 
Jessica J. Bentley Attorney-In-Fact

Bond # Bid Bond

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

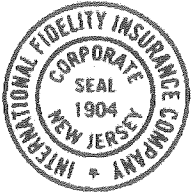
FRANCIS MCGINLEY, LISA M. HABERMEHL, DONALD L. ROBERTS JR., JESSICA J. BENTLEY, LAURA L. BROWN
Blue Bell, PA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

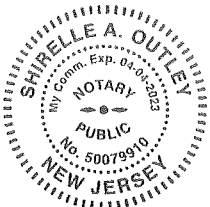
Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 04, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, June 14, 2022

B59303 USI Insurance Services, LLC.

Irene Martins, Assistant Secretary

EXHIBIT A
EQUAL EMPLOYMENT OPPORTUNITIES IN CONTRACTS FOR THE COMMONWEALTH OF
PENNSYLVANIA

NOTICE OF NON-DISCRIMINATION CLAUSE

Notice to: Contractor(s), Sub-contractor(s), Supplier(s), Vendor(s) and Labor
Organization(s)

TO: NORTHAMPTON TOWNSHIP

You are hereby given notice that the undersigned holds a contract in the
Commonwealth of Pennsylvania and has agreed under the Non-discrimination
Clause of such contract to the terms outlined in 16 PA Code, Chapter 49, Contract
Compliance Regulations, Section 49.101 (d) setting forth clauses (1) through (11).

The contract held by the undersigned is number n/a and is with
Bucks Co Consortium a contracting agency of the Commonwealth.

Under such Non-discrimination Clauses, the subject matter of the contractor's
undertakings are to ensure equal employment opportunities to the applicant for
employment without discrimination because of religious creed, race, color, sex,
sexual orientation, age, ancestry, or national origin, including but is not limited
to:

"Recruitment, employment, job assignment, promotion, upgrading, demotion,
transfer, layoff or termination, rates of pay or other forms of compensation and
selection for training or retaining, including apprenticeship and on-the-job training."



(Contractor) pres.

DATE: 6/13/22

EXHIBIT B
NON-COLLUSION AFFIDAVIT

State of New Jersey Contract Bucks County Consortium
Fuel bid
County of Cumberland

I affirm that I am president of Riggins, Inc.
(Title) (Name of Company)

and that I am authorized to execute this Affidavit on behalf of my company, and its owners, directors, and officers, and that I am the person responsible in my Company for submitting the price(s) and the amounts designated on the bid form.

I affirm that the price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder or potential bidder.

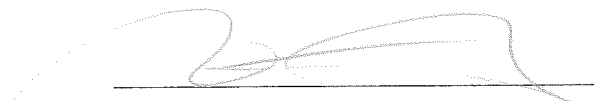
Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor the approximate amount of this bid, have been disclosed to any other Company or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

No attempt has been made or will be made to induce any Company or person to refrain from bidding on this contract, to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid of other forms of a complementary bid.

The bid of my Company is made in good faith and not under any agreement or discussion with, or inducement from, any firm or person to submit complementary or other non-competitive bids.

My Company, Riggins, Inc. its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion concerning bidding on any public contract, except as follows: None

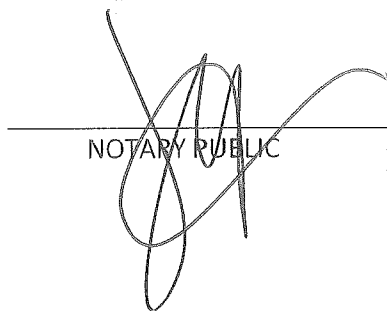
I state that Riggins, Inc. (Name of Company) understands and acknowledges that the above representations are material and important and will be relied on by each participating Agency of the Bucks County Consortium in awarding contracts for which this bid is submitted. I understand, and my firm understands, that any mis-statement in this Affidavit, is and shall be treated as fraudulent concealment from the participating Agencies of the Bucks County Consortium of the facts relating to the submission of bids for this contract.



(Name and Company Position)

Steven Riggins, pres.

SWORN TO AND SUBSCRIBED BEFORE
ME THIS 13 DAY OF June 2022



NOTARY PUBLIC

JENNIFER MERLINO
Notary Public, State of New Jersey
My Commission Expires
December 30, 2026

**BUCKS COUNTY CONSORTIUM
GASOLINE, DIESEL, PROPANE, AND HEATING OIL BIDS**

BID PROPOSAL FORM

The undersigned agrees to supply and deliver gasoline, diesel fuel, propane & heating oil in compliance with the General Instructions, Conditions, and Specifications at the prices hereinafter listed to each participating Agency in the Bucks County Consortium.

<i>Unleaded Regular Gasoline</i>	5,999 gallons or less	6,000 gallons or greater
Delivery Price per gallon	\$ <u>NO BID</u>	\$ <u>0.0908</u>
<i>Premium Unleaded Gasoline</i>	5,999 gallons or less	6,000 gallons or greater
Delivery Price per gallon	\$ <u>NO BID</u>	\$ <u>-0.0371</u>
<i>#2 Heating Oil</i>	5,999 gallons or less	6,000 gallons or greater
Delivery Price per gallon	\$ <u>NO BID</u>	\$ <u>NO BID</u>
<i>Ultra-Low Sulfur Diesel Fuel</i>	5,999 gallons or less	6,000 gallons or greater
Delivery Price per gallon	\$ <u>NO BID</u>	\$ <u>NO BID</u>
<i>Off-Road Ultra- Low Sulfur</i>	5,999 gallons or less	6,000 gallons or greater
Delivery Price per gallon	\$ <u>NO BID</u>	\$ <u>NO BID</u>
<i>Propane</i>	999 gallons or less	1,000 gallons or greater
Delivery Price per gallon	\$ <u>NO BID</u>	\$ <u>NO BID</u>

Mansfield Oil Company of Gainesville, Inc.
Name of Company

Andy Milton, SVP Supply and Distribution
Name and Company Position



Signature



The Hanover Insurance Company
Citizens Insurance Company of America
Massachusetts Bay Insurance Company

BID BOND

CONTRACTOR:

(Name, legal status and address)

Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway SW
Gainesville, GA 30501

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

OWNER:

(Name, legal status and address)

Northhampton Township and Participating Agencies
55 Township Road
Richboro, PA 18954

BOND AMOUNT: Ten Percent of Principals Bid (10%OPB)

PROJECT:

(Name, location or address, and Project Number, if any)

Bucks County Consortium Fuel Bid

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of June 2022

Witness

Mansfield Oil Company of Gainesville, Inc.

(Contractor as Principal)

By: _____

By: _____ (Seal)

Name: _____

Name: _____

Title: _____

Witness

The Hanover Insurance Company

By: Jennifer Anderson

By: Odie E. Wilson (Seal)

Name: Jennifer Anderson
Account Manager Surety

Name: Odie E. Wilson

Title: Attorney-in-fact

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Eugene Y. Northcutt, William D. Smith, Jr., David B. Buruss, Odie E. Wilson, James R. Elrod, Brenda Ray and/or Jennifer Anderson Of Little & Smith, Inc. of Marietta, GA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below.

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

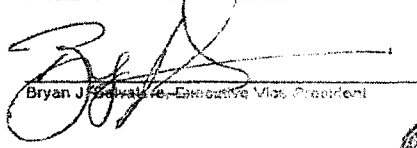
RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

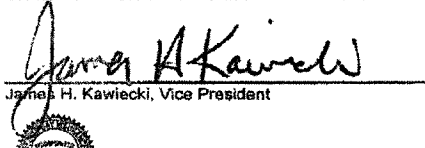
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 18th day of February, 2021.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

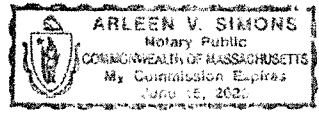

Bryan J. Sawade, Executive Vice President

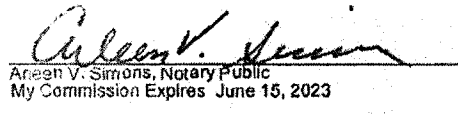

James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 18th day of February, 2021 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.


ARLEEN V. SIMONS
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
June 15, 2023


Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 14th day of June, 2022

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John A. Rowedder, Vice President

**CORPORATE RESOLUTION
OF MANSFIELD OIL COMPANY OF GAINESVILLE, INC.**

The undersigned Chief Executive Officer and Sole Director of Mansfield Oil Company of Gainesville, Inc. a Georgia corporation (the "Corporation"), by affixing his signature hereto does hereby consent to and authorize the following action:

WHEREAS, the undersigned desires to authorize Andy Milton, SVP Supply and Distribution, to execute any and all contracts and documents necessary to bind the Corporation with respect to bids, contracts and documents relating to any contractual or business matter, including, but not limited to government business solicitations.

NOW THEREFORE, BE IT RESOLVED, that Andy Milton, in his capacity as SVP Supply and Distribution for Corporation is hereby authorized to execute and any all bids, contracts and documents necessary to bind Corporation in the ordinary course of its business, including, but not limited to government solicitations and related documents.

WITNESS, his hand and seals, this 1st day of February, 2016

MANSFIELD OIL COMPANY
OF GAINESVILLE, INC.


By: 
Name: Michael F. Mansfield, Sr.
Title: CEO and Sole Director

EXHIBIT A
EQUAL EMPLOYMENT OPPORTUNITIES IN CONTRACTS FOR THE COMMONWEALTH OF
PENNSYLVANIA

NOTICE OF NON-DISCRIMINATION CLAUSE

Notice to: Contractor(s), Sub-contractor(s), Supplier(s), Vendor(s) and Labor
Organization(s)

TO: **NORTHAMPTON TOWNSHIP**

You are hereby given notice that the undersigned holds a contract in the Commonwealth of Pennsylvania and has agreed under the Non-discrimination Clause of such contract to the terms outlined in 16 PA Code, Chapter 49, Contract Compliance Regulations, Section 49.101 (d) setting forth clauses (1) through (11).

The contract held by the undersigned is number 2022-2023 Bucks County Consortium and is with Mansfield Oil Company of Gainesville, Inc. a contracting agency of the Commonwealth.

Under such Non-discrimination Clauses, the subject matter of the contractor's undertakings are to ensure equal employment opportunities to the applicant for employment without discrimination because of religious creed, race, color, sex, sexual orientation, age, ancestry, or national origin, including but is not limited to:

"Recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training or retaining, including apprenticeship and on-the-job training."

Mansfield Oil Company of Gainesville, Inc.

(Contractor)

DATE: 06/14/2022

EXHIBIT B
INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded under this bid. According to the Pennsylvania Anti-Bid Rigging Act, 72 P.S. 551611 et. seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of the bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

EXHIBIT B
NON-COLLUSION AFFIDAVIT

State of Georgia

Contract 2022-2023 Bucks County Consortium

County of Hall

I affirm that I am SVP, Supply & Distribution of Mansfield Oil Company of Gainesville, Inc.
(Title) (Name of Company)

and that I am authorized to execute this Affidavit on behalf of my company, and its owners, directors, and officers, and that I am the person responsible in my Company for submitting the price(s) and the amounts designated on the bid form.

I affirm that the price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder or potential bidder.

Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor the approximate amount of this bid, have been disclosed to any other Company or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

No attempt has been made or will be made to induce any Company or person to refrain from bidding on this contract, to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid of other forms of a complementary bid.

The bid of my Company is made in good faith and not under any agreement or discussion with, or inducement from, any firm or person to submit complementary or other non-competitive bids.

My Company, Mansfield Oil Company of Gainesville, Inc. its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion concerning bidding on any public contract, except as follows: _____

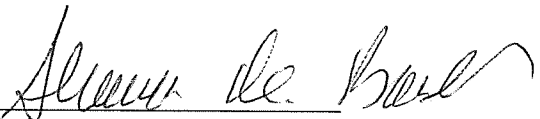
I state that Mansfield Oil Company of Gainesville, Inc. (Name of Company) understands and acknowledges that the above representations are material and important and will be relied on by each participating Agency of the Bucks County Consortium in awarding contracts for which this bid is submitted. I understand, and my firm understands, that any mis-statement in this Affidavit, is and shall be treated as fraudulent concealment from the participating Agencies of the Bucks County Consortium of the facts relating to the submission of bids for this contract.

Andy Milton, SVP Supply and Distribution

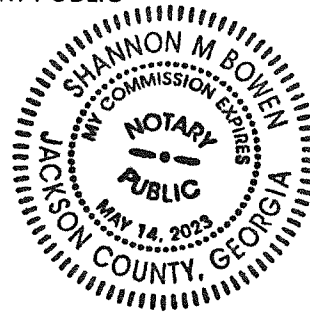
(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 14 DAY OF June 2022



NOTARY PUBLIC



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

Table with 2 main sections: PRODUCER (Marsh & McLennan Agency LLC) and INSURED (Mansfield Oil Company). Includes contact info for Vera F Cohan and a list of six insurers (Starr, Zurich, Allied, Endurance, Gemini, Hallmark) with their NAIC numbers.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERSIST, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation, and Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
INSURER G - RSUI Indemnity Co. - NAIC #22314
EXCESS AUTO LIABILITY:
Insurer D - Policy #EXT30003209601 - \$1,000,000 xs Primary
Insurer E - Policy #GVE100229304 - \$5,000,000 xs \$1,000,000
Insurer F - Policy #77HX225CD2 - \$3,000,000 xs \$6,000,000
(See Attached Descriptions)

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (containing '*Informational Use*') and CANCELLATION (containing notice text and signature of Peter J. Krause).

DESCRIPTIONS (Continued from Page 1)

Insurer D - Policy #EXT30015570400 - \$5,000,000 xs \$9,000,0000

EXCESS GENERAL LIABILITY:

Insurer A - Policy #1000095554221 - \$10,000,000 xs Primary

EXCESS EMPLOYERS LIABILITY:

Insurer D - Policy #EXT30015570400 - \$5,000,000 xs Primary

Insurer G - Policy #NHA096895 - \$5,000,000 xs \$5,000,000

(GL) Additional Insured per form OG183 04/12 - Additional Insured - Where Required Under Contract or Agreement (Primary Coverage)

(GL) Additional Insured per form CG2037 0413 - Additional Insured Owners, Lessees or Contractors - Completed Operations

(GL) Additional Insured Primary & Non-Contributory per form CG2001 0413 Primary and Non-Contributory -Other Insurance Condition

(GL) Waiver of Subrogation per form CG2404 0509 - Waiver of Transfer of Rights of Recovery Against Others To Us

(Auto) Additional Insured per form CA2048 1013 Designated Insured For Covered Autos Liability Coverage

(Auto) Waiver of Subrogation per form CA0444 1013 Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)

(WC) Waiver of Subrogation per form: WC000313 0484 - Waiver of Transfer of Rights of Recovery Against Others To Us

Excess Liability Follow Form per forms:

Policy #EXT30003209601 - Form EXL0203 0813 - Excess Liability Coverage Follow Form (Short Form)

Policy #GVE100229304 - Form GEMFFXLT 08/2020 - Excess Liability Policy

Policy #77HX225CD2 - Form HX0002 0109 - Excess Liability Policy

Policy #1000095554221 - Form XS-100 10/08 - Excess Liability Policy Form

Policy #EXT30015570400 - Form EXL2003 0813 - Excess Liability Coverage Follow Form (Short Form)

Policy #NHA096895 - Form #RSG31001 0507 - Commercial Excess Liability Policy

**BUCKS COUNTY CONSORTIUM
GASOLINE, DIESEL, PROPANE, AND HEATING OIL BIDS**

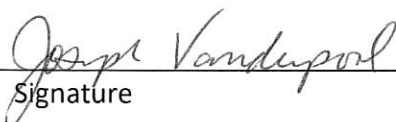
BID PROPOSAL FORM

The undersigned agrees to supply and deliver gasoline, diesel fuel, propane & heating oil in compliance with the General Instructions, Conditions, and Specifications at the prices hereinafter listed to each participating Agency in the Bucks County Consortium.

<i>Unleaded Regular Gasoline</i>	5,999 gallons or less	6,000 gallons or greater
Delivery Price per gallon	\$ <u>No Bid</u>	\$ <u>-.0092</u>
<i>Premium Unleaded Gasoline</i>	5,999 gallons or less	6,000 gallons or greater
Delivery Price per gallon	\$ <u>No Bid</u>	\$ <u>-.1174</u>
<i>#2 Heating Oil</i>	5,999 gallons or less	6,000 gallons or greater
Delivery Price per gallon	\$ <u>No Bid</u>	\$ <u>+.0486</u>
<i>Ultra-Low Sulfur Diesel Fuel</i>	5,999 gallons or less	6,000 gallons or greater
Delivery Price per gallon	\$ <u>No Bid</u>	\$ <u>+.0335</u>
<i>Off-Road Ultra- Low Sulfur</i>	5,999 gallons or less	6,000 gallons or greater
Delivery Price per gallon	\$ <u>No Bid</u>	\$ <u>No Bid</u>
<i>Propane</i>	999 gallons or less	1,000 gallons or greater
Delivery Price per gallon	\$ <u>No Bid</u>	\$ <u>No Bid</u>

Petroleum Traders Corporation
Name of Company

Joseph Vanderpool, Contract Sales Manager
Name and Company Position


Signature

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, IN 46804

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Northampton Township Administration Building
55 Township Road
Richboro PA 18954

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10 % of bid

PROJECT:

(Name, location or address, and Project number, if any)

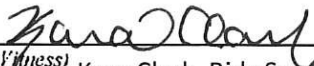
Supply and delivery of an approx. 380,000 gal of unleaded gas, 50,000 gallons of premium gas, 131,000 gallons of diesel fuel and 14,000 gallons of heating oil

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14 day of June, 2022



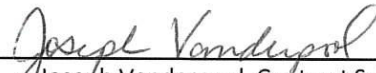
(Witness) Kara Clark, Bids Specialist



(Witness) Karissa A. Storrs

Petroleum Traders Corporation

(Principal) (Seal)

By: 

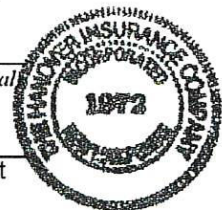
(Title) Joseph Vanderpool, Contract Sales
Manager

The Hanover Insurance Company

(Surety) (Seal)

By: 

(Title) Deborah L. Burton, Attorney-in-Fact



**THE HANOVER INSURANCE COMPANY
 MASSACHUSETTS BAY INSURANCE COMPANY
 CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

**THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.
 KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint, **Deborah L. Burton**

Of: Louisville, KY

each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligation in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

Surety Bond Number: Bid Bond
 Principal: Petroleum Traders Corporation
 Obligee: As per bid bond

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of July, 2018.

THE HANOVER INSURANCE COMPANY
 MASSACHUSETTS BAY INSURANCE COMPANY
 CITIZENS INSURANCE COMPANY OF AMERICA

THE HANOVER INSURANCE COMPANY
 MASSACHUSETTS BAY INSURANCE COMPANY
 CITIZENS INSURANCE COMPANY OF AMERICA

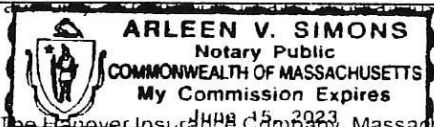

 Bryan J. Salvatore, Executive Vice President



 James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
 COUNTY OF WORCESTER) ss.



On this 19th day of July, 2018 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the




 Arleen V. Simons, Notary Public
 My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 14 day of June, 2022

THE HANOVER INSURANCE COMPANY
 MASSACHUSETTS BAY INSURANCE COMPANY
 CITIZENS INSURANCE COMPANY OF AMERICA

 Carrick A. Bligh, Vice President

EXHIBIT A
EQUAL EMPLOYMENT OPPORTUNITIES IN CONTRACTS FOR THE COMMONWEALTH OF
PENNSYLVANIA

NOTICE OF NON-DISCRIMINATION CLAUSE

Notice to: Contractor(s), Sub-contractor(s), Supplier(s), Vendor(s) and Labor
Organization(s)

TO: **NORTHAMPTON TOWNSHIP**

You are hereby given notice that the undersigned holds a contract in the Commonwealth of Pennsylvania and has agreed under the Non-discrimination Clause of such contract to the terms outlined in 16 PA Code, Chapter 49, Contract Compliance Regulations, Section 49.101 (d) setting forth clauses (1) through (11).

The contract held by the undersigned is number Northampton Township and is with Petroleum Traders Corporation a contracting agency of the Commonwealth.

Under such Non-discrimination Clauses, the subject matter of the contractor's undertakings are to ensure equal employment opportunities to the applicant for employment without discrimination because of religious creed, race, color, sex, sexual orientation, age, ancestry, or national origin, including but is not limited to:

"Recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training or retaining, including apprenticeship and on-the-job training."


(Contractor) Joseph Vanderpool,
Contract Sales Manager

DATE: 6/10/2022

EXHIBIT B
INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded under this bid. According to the Pennsylvania Anti-Bid Rigging Act, 72 P.S. 551611 et. seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of the bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

EXHIBIT B
NON-COLLUSION AFFIDAVIT

State of Indiana

Contract _____

County of Allen

I affirm that I am Contract Sales Manager of Petroleum Traders Corporation
(Title) (Name of Company)

and that I am authorized to execute this Affidavit on behalf of my company, and its owners, directors, and officers, and that I am the person responsible in my Company for submitting the price(s) and the amounts designated on the bid form.

I affirm that the price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder or potential bidder.

Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor the approximate amount of this bid, have been disclosed to any other Company or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

No attempt has been made or will be made to induce any Company or person to refrain from bidding on this contract, to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid of other forms of a complementary bid.

The bid of my Company is made in good faith and not under any agreement or discussion with, or inducement from, any firm or person to submit complementary or other non-competitive bids.

My Company, Petroleum Traders Corporation its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion concerning bidding on any public contract, except as follows: _____



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

BOARD MOTION

Date: August 15, 2022

I MOVE THAT: The Board award the 2022 Road Program, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisors & Matt West
FROM: Ryan Cressman, Superintendent of Public Works
DATE: August 9, 2022
RE: 2022 Road Program Bids – Contract A

On August 9, 2022, at 10:00 AM, bids were opened for the 2022 Road Program Bids for Contract A at the New Britain Township Building. Below are the results lowest qualified bidders for the Base Bid and Alternative #1 for Contract A.

Contract "A"

Base Bid Bituminous Wearing Course Cedar Hill Road & Schoolhouse Road:

Bray Brothers. Bid price was **\$291,334.00**

Alternative #1: Additional Bituminous Wearing Course Naomi Lane & Farview Road:

Bray Brothers. Bid price was **\$218,514.00**

CONTRACT "A" BID TOTAL: **\$509,848.00**

Staff Recommendation: Award the Base Bid to the lowest qualified bidder Bray Brothers and reject Alternative #1.

Contract A

BIDDER	LOCATION	MILLING SQ. YARDS	UNIT PRICE	MILLING COST	LEVELING (TONS)	UNIT PRICE	SUPERPAVE 9.5 MM (TONS)	UNIT PRICE	LEVELING & SUPERPAVE COURSE	BASE BID COST
James D. Morrissey, Inc.	Philadelphia, PA	18,167	\$ 4.05	\$ 73,576.35	525	\$ 130.00	1,600	\$ 130.00	\$ 276,250.00	\$ 349,826.35
Bray Brothers	Fallsington, PA	18,167	\$ 2.00	\$ 36,334.00	525	\$ 120.00	1,600	\$ 120.00	\$ 255,000.00	\$ 291,334.00

BIDDER	LOCATION	ALTERNATIVE #1 MILLING SQ. YARDS	UNIT PRICE	MILLING COST	ALTERNATIVE #1 LEVELING (TONS)	UNIT PRICE	ALTERNATIVE #1 SUPERPAVE 9.5 MM (TONS)	UNIT PRICE	LEVELING & SUPERPAVE COURSE	ALTERNATIVE #1 COST
James D. Morrissey, Inc.	Philadelphia, PA	14,157	\$ 3.75	\$ 53,088.75	400	\$ 120.00	1,185	\$ 120.00	\$ 190,200.00	\$ 243,288.75
Bray Brothers	Fallsington, PA	14,157	\$ 2.00	\$ 28,314.00	400	\$ 120.00	1,185	\$ 120.00	\$ 190,200.00	\$ 218,514.00

BIDDER	LOCATION	TOTAL BID COST
James D. Morrissey, Inc.	Philadelphia, PA	\$ 593,115.10
Bray Brothers	Fallsington, PA	\$ 509,848.00

*Yellow is Low Bidder



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

BOARD MOTION

Date: August 15, 2022

I MOVE THAT: The Board approve Resolution 2022-13: Signatory authority for Pennsylvania’s Crash Information Tool (PCTI), per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisors
FROM: Chief Clowser
DATE: August 15, 2022
RE: Resolution 2022-13 Signatory Authority for Pennsylvania Crash Information Tool (PCIT)

One of the police department's goals for 2022 is a 10% reduction in accidents based on the previous year. To be successful in attaining this goal the police department requires access to crash data.

PennDOT has a crash information tool, PCIT that provides crash data analytics for police agencies. Access to this analytical tool would greatly benefit the police department's efforts in focusing resources and working toward the goal of reduction of accidents in the Township.

STAFF RECOMMENDATION:

Approve a motion for Resolution 2022-13 Authorizing the chief of police signature authority to enter into an agreement with PennDOT for access to Pennsylvania Crash Information Tool (PCIT)

RESOLUTION NO. 2022-13

**New Britain Township
Bucks County, PA**

**A RESOLUTION PROVIDING SIGNATORY AUTHORITY WITH THE
COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF
TRANSPORTATION (PennDOT)**

WHEREAS, the New Britain Township Police Department would like access to the restricted Pennsylvania Crash Information Tool (PCIT); and,

WHEREAS, PennDOT requires the Township to provide authority to sign an agreement for access to PCIT.

NOW, THEREFORE, BE IT RESOLVED, By the authority of the Board of Supervisors of New Britain Township, Bucks County, it is hereby resolved by the Township of the same that Richard Clowser, Chief of Police, be authorized and directed to sign on its behalf the Electronic Access Agreement for *Pennsylvania Crash Information Tool* (PCIT), entered with the Commonwealth of Pennsylvania, Department of Transportation.

THIS SPACE IS INTENTIONALLY LEFT BLANK

***DULY ADOPTED BY THE BOARD OF SUPERVISORS OF NEW BRITAIN
TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA, the lawful session duly
assembled this 15th day of August, A.D. 2022.***

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

Gregory T. Hood, Chair

William B. Jones, Co-Chair

Cynthia M. Jones, Member

MaryBeth McCabe, Esq., Member

Stephanie Shortall, Member

SEAL

Attest: _____
Matt West, Township Manager



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

BOARD MOTION

Date: August 15, 2022

I MOVE THAT: The Board approve Resolution 2022-14: 267 Creek Road Preliminary/Final Approval, per the attachments.

Presented By: _____

Seconded By: _____

RESOLUTION NO. 2022-14
(Duly Adopted: August 15, 2022)

NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP GRANTING PRELIMINARY/FINAL SUBDIVISION APPROVAL TO CALEB AND ANNE FRANKEL AND JOSEPH A. AND MARY R. McGINLEY, FOR THE LOT LINE CHANGE PLANS FOR THE FRANKEL & McGINLEY TRACT, PREPARED BY CREWS SURVEYING, LLC, DATED MARCH 24, 2022, WITH NO REVISIONS, CONSISTING OF 3 SHEETS, WHICH PROPOSE A LOT LINE CHANGE SO AS TO REDUCE THE ACREAGE FROM TAX PARCEL NO. 26-011-026 (283 CREEK ROAD) BY 0.4277 ACRES AND CONVEYING AND ADDING THAT TO TAX PARCEL NO. 26-011-024 LOCATED AT 267 CREEK ROAD

WHEREAS, CALEB AND ANNE FRANKEL and JOSEPH A. AND MARY R. McGINLEY (collectively the “*Applicant*”) has submitted an application for Preliminary/Final Subdivision approval for a lot line change on Bucks County Tax Map Parcel #26-11-24, consisting of 1.7084 acres, and Bucks County Tax Map Parcel #26-11-26, consisting of 10.4293 acres (denoted respectively as Tax Parcel #26-11-24 and #26-11-26) located on Creek Road (the “*Project*”); and

WHEREAS, the proposal is reflected on a plan entitled “Lot Line Change Plan, prepared by Crews Surveying, LLC, dated March 24 2022, with no revisions, consisting of 3 sheets (the “*Plan*”); and

WHEREAS, the New Britain Township Planning Commission at its June 28, 2022, meeting, and having found it to be in substantial compliance with the requirements of the Township Zoning Ordinance, the Township Subdivision and Land Development Ordinance, and other applicable Township regulations, recommended that preliminary/final approval be granted, subject to conditions.

NOW, THEREFORE, BE IT ADOPTED AND RESOLVED, that the Board of Supervisors of New Britain Township hereby grants preliminary/final plan approval to the Project subject to Applicant’s compliance with the following conditions:

1. Applicant shall comply with all recommendations of the Gilmore and Associates Review Letter dated June 14, 2022, unless herein modified. A true and correct copy of this letter is attached hereto and incorporated herein as *Exhibit “A.”* (Township Code §22-403, §22-502)

2. Applicant shall comply with all recommendations of the Bucks County Planning Commission Review Letter dated June 13, 2022. A true and correct copy of this letter is attached hereto and incorporated herein as *Exhibit "B."* (Township Code §22-403, §22-502)
3. Applicant shall provide natural resource protection easements across the Properties in accordance with the Township Zoning Ordinance. (Township Code §27-502.3, §27-505 & §27-2401.c)
4. Applicant has no obligation to construct any public improvements, and it is further approved that no waiver fee shall be required pursuant to Resolution 2007-12 because no additional lots are being created and no improvements proposed. (Township Code §22-700, §22-701.8, §22-903, §22-904; Township Resolution 2007-12).
5. Applicant shall execute the required Stormwater Maintenance Agreement in a form approved by the Township Solicitor. Applicant shall pay the required stormwater fee of \$1,205.00 (\$2.50 per linear foot of existing and proposed roads within the development) contemporaneously with execution of Development Agreements. (Township Code §22-712.13, §§26-151 - 164; Township Fee Resolution No. 2021-3)
6. Applicant shall obtain all required approvals from various agencies having jurisdiction over the Project. (Township Code §22-406.1, §22-711, §22-720, §22-721, §22-905)
7. Applicant shall submit to the Township Engineer for review all necessary legal descriptions and construction cost estimates for any improvements and street trees. (Township Code §22-406.1, §22-903, §22-904)
8. Applicant shall execute Development and Financial Security Agreements and all other development documents (including all necessary guarantees, agreements, easements, deeds, and declarations), all in a form and manner to be approved by the Township Solicitor; Applicant shall post sufficient financial security in a form acceptable to the Township; Applicant shall provide proof of sufficient insurance coverage to the Township. (Township Code §22-406.1)
9. Applicant shall execute all deeds of conveyance and deeds of consolidation such that the Property being conveyed is incorporated by reference into the Property receiving the additional acreage with a revised description and the Property losing the acreage also has a revised description conforming to the description of the Property as it exists following the conveyance of 0.4277 acres. The form of said deeds to be subject to the approval of the Township Solicitor. (Township Code §22-406.1)

10. Applicant shall pay all appropriate fees applicable to this Project including all outstanding bills from the Township's professional consultants. (Township Code §22-406.1)
11. All documentation shall be executed prior to recording of Record Plans. (Township Code §22-406)
12. Applicant and its professionals shall execute, notarize and seal the Final Record Plan. (Township Code §22-406.2)
13. Applicant shall comply with all other applicable Township, County, State, and Federal rules, regulations, codes, ordinances, and statutes. (Township Code §22-905)

BE IT FURTHER RESOLVED, in response to Applicant's written request, the Board of Supervisors hereby grants waivers to the following sections of Chapter 22 of the Township Code (Subdivision and Land Development). The grant of these waivers is conditioned upon the Applicant meeting the following requirements, where noted:

- a. Section 403 – Allowing Applicant to seek combined preliminary and final plan approval for this Project.
- b. Section 502.D – Allowing Applicant to depict the existing features within 100 feet of the Property as currently shown on the Plan and the included aerial map.
- c. Sections 705.3.A & 705.3.C – Allowing a full waiver from road widening along Creek Road.
- d. Section 706 – From installing curbing and sidewalks along Creek Road.

BE IT FINALLY RESOLVED, that the conditions of approval have been made known to Applicant, and this preliminary/final plan approval is to be deemed expressly contingent upon Applicant's affirmative written acceptance of the said conditions on a form prescribed by the Township within 30 days of the approval of this Resolution. If an unconditional acceptance of the conditions is not received in writing by that date, the application for preliminary/final plan approval shall be deemed denied based upon Applicant's failure to agree to and/or fulfill the said conditions.

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NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA
RESOLUTION NO. 2022-14

DULY ADOPTED this 15th day of August, 2022, by the Board of Supervisors of New Britain Township, in lawful session duly assembled.

ATTEST:

Matthew West, Township Manager

Gregory T. Hood, Chairman

William B. Jones, III, Vice Chairman

Cynthia M. Jones, Member

MaryBeth McCabe, Esquire, Member

Stephanie Shortall, Member

EXHIBIT “A”



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

June 14, 2022

File No. 22-05068

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

Reference: Frankel-McGinley – Lot Line Change Plan Review 1
267 Creek Road, TMP #26-011-024 (Frankel, 2.00 Acres)
283 Creek Road, TMP #'s 26-011-026 (McGinley, 10.93 Acres)

Dear Matt:

Pursuant to your request, we completed a review of the Lot Line Change Plan for the above-referenced project. We offer the following comments for consideration by New Britain Township:

I. SUBMISSION

- A. Lot Line Change Plan prepared for Frankel & McGinley Tract, as prepared by Crews Surveying, LLC, consisting of three (3) sheets dated March 24, 2022.

II. GENERAL

The two properties are located along the south side of Creek Road at 267 and 283 Curley Mill Road (T-405) between Callowhill Road and Old Iron Hill Road, within the WS Watershed zoning district. The Applicant proposes a lot line change to convey 0.43 acres from TMP #26-011-026 (McGinley, currently 10.93 acres) to TMP #26-011-024 (Frankel, currently 2.00 acres). TMP# 26-011-026 (McGinley) includes an existing dwelling with a detached garage and inground pool. TMP #26-011-024 (Frankel) also includes an existing dwelling and detached garage. Based on the plans and aerial photography, over half of TMP #26-011-026 (McGinley) is woodlands, including the area to be conveyed to TMP #26-011-24 (Frankel). Both properties appear to be serviced by on lot wells and septic systems. No improvements are proposed as part of this lot line change.

III. REVIEW COMMENTS

A. Zoning Ordinance

1. §27-502.b.3 – When a lot undergoes subdivision, all the natural resource protection land on this lot, such as agricultural soils, woodlands, steep slopes, etc., shall be protected with a conservation easement in accordance with §§ 27-505 and 27-2400. A defined easement shall be shown and identified on the Record Plan and described by metes and bounds and shall include agricultural soils (Class I, II and III). These soils should be included the resource protection table on Sheet 2. An easement agreement shall be prepared by the Township Solicitor. We note that the existing non-conformities for the Frankel lot with regard to rear yard setback and impervious area would be eliminated by this proposal.
2. §27-305.H3 – The new fence on TMP #26-011-024 shall be permitted with the Township and less than 4 feet within the front yard.

B. Subdivision and Land Development Ordinance

We have identified the following issues regarding the requirements and provisions of the current New Britain Township Subdivision and Land Development Ordinance:

1. §22-406.I – Legal descriptions for the revised parcels, conservation easement(s) and right-of-way area to be dedicated to the Township shall be submitted for review.
2. §22-500.3 – Any requests for modifications and/or waivers of any provisions of this Chapter shall be in accordance with §512.1 of the MPC and submitted with the next submission and prior to being added to a public meeting agenda. Any waiver requests shall be noted on the plan and the letter shall state the reason for the waiver request and justification of hardship.
3. §22-502.1.A.(4) – A note shall be added to the plan offering the area between the title line and the ultimate right-of-way line for dedication to the Township. Metes and bounds shall be provided to describe the right of way.
4. §22-502.1.B.(11) – Property deeds for the existing parcels shall be submitted for review to verify the property boundaries and to confirm there are no deed restrictions preventing the lot line change.
5. §22-502.1.B.(12) – The existing building coverage and impervious percentages provided in the Impervious tables on Sheet 1 shall include the existing lot areas prior to the lot line change and right-of-way dedication.
6. §22-502.1.B.(21) – The following issues related to plan recording notes and certifications should be addressed:
 - a. The Bucks County Planning Commission review number shall be provided on the plan.
 - b. Only 5 signature lines are necessary for the Board of Supervisors. The signature line for the Board Chairperson shall be removed.
7. §22-705.3.C., 706.1 & 2 – Where a subdivision abuts or contains an existing street, the applicant shall be required to improve the street to the Township standards for ultimate right-of-way and existing cartway widths, curb and sidewalk. Creek Road is considered a minor collector road which requires a 60-ft ultimate right-of-way (30-ft half-width) and a 36-ft cartway (18-ft half-width). If waivers are granted, the Applicant is required to submit a fee-in-lieu of road improvements based on 50% of the estimated cost of construction (Township Resolution 2007-12). We estimate this fee to be \$25,000. We recommend this requirement be waived since no additional lots are being created and no improvements proposed.
8. §22-712.13.D – The Applicant is required to contribute a stormwater maintenance fee based on street frontage, prior to recording the final plans. Based on \$2.50 per linear foot of existing street frontage, we calculate the fee to be \$1,115.00 for TMP #26-011-024 and \$90.00 for TMP #26-011-026 (**\$1,205.00 total**).
9. §22-713.4.A – Street trees shall be planted every 30 feet along all existing streets when they abut or lie within the proposed subdivision. Based on 446 feet of frontage for TMP #26-011-024, 15 street trees are required. There appear to be 9 existing trees along the frontage. Therefore, 6 trees shall be planted from the Township's Plant List.
10. §22-716.2 – A concrete monument shall be placed at all outbound existing and proposed property corners, including changes in direction of boundary. Monuments shall be specified for the proposed property corners. A written certification letter from a professional land surveyor shall be provided prior to the recording of the plan indicating that they have been installed.
11. §22-721.6 – The approximate location of the existing on-lot septic system for TMP #26-011-024 shall be added to the plans. The owners shall submit to the Township acknowledgment from the Bucks County Department of Health that both existing systems have been inspected and are functioning properly.

We recommend that the plans be approved as Preliminary/Final due to the minimal impact of the proposed lot line adjustment and conditioned on the above comments from this letter being addressed to the Township's satisfaction.

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

Sincerely,



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

JM/tw

cc: Michael Walsh, Assistant Manager
Ryan Gehman, Assistant Planning and Zoning Officer
Randy Teschner, Code Enforcement/Fire Marshal
Ryan Cressman, Public Works Superintendent
Jeffrey P. Garton, Township Solicitor
Adam D. Crews, P.L.S., Crews Surveying, LLC.
Caleb Frankel, Applicant (267 Creek Rd)
Joseph McGinley, Owner (283 Creek Rd)
Craig D. Kennard, P.E., S.E.V.P., Gilmore & Associates, Inc.

EXHIBIT “B”



BCPC

Bucks County Planning Commission

The Almshouse Neshaminy Manor Center 1260 Almshouse Road
Doylestown, Pennsylvania 18901 215.345.3400 FAX 215.345.3886
E-mail: planningcommission@buckscounty.org

PLANNING COMMISSION:

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Richard Donovan, *Vice Chairman*
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Walter S. Wydro

Evan J. Stone
Executive Director

MEMORANDUM

To: New Britain Township Board of Supervisors
New Britain Township Planning Commission

From: Staff of the Bucks County Planning Commission

Date: June 13, 2022

Subject: BCPC #12748
Preliminary Plan of Frankel/McGinley Lot Line Adjustment
TMP #26-11-24, 26-11-26
Applicant: Caleb Frankel and Joseph McGinley
Owner: Same
Plan Dated: March 24, 2022
Date Received: May 18, 2022

This proposal has been reviewed by the Bucks County Planning Commission professional staff, which prepared the following comments in accordance with the Pennsylvania Municipalities Planning Code (Section 502).

GENERAL INFORMATION

Proposal: Convey 18,629 square feet from TMP #26-11-26 to TMP #26-11-24. The resulting two parcels are 10.00 acres (TMP #26-11-26) and 2.14 acres (TMP #26-11-24). Two existing dwellings will remain, one on each of the two proposed lots. No new improvements are proposed. The parcels are currently served by individual on-lot water and sewage disposal.

Location: Along the southside of Creek Road, approximately 1,650 feet northeast of its intersection with Callowhill Road.

Zoning: The WS – Watershed District permits Use B1 Single-family detached dwellings on lots of at least 80,000 square feet (1.84 acres) in size with minimum lot widths of 175 feet. Minimum front, side, and rear yard requirements are 100, 30, and 60 feet, respectively.

The plan indicates existing non-conformities with respect to the minimum rear lot for TMP #26-11-24. While not directly noted, the plan also shows an existing non-conformity with respect to maximum lot impervious surface coverage on TMP #26-11-24.

The plan further shows that the existing nonconformities with respect to minimum rear lot and maximum lot impervious surface coverage would be corrected with the proposed lot line revision.

Present Use: Residential.



COMMENTS

We recognize that this submission is consistent with major ordinance requirements. We recommend that the plan be approved if it meets all ordinance requirements, as determined through the municipal engineer's review, and if the plan complies with the requirements of other applicable reviewing agencies.

This review will be included in the Bucks County Planning Commission board materials for the July 6, 2022, meeting. It is not necessary for you to attend this meeting, but you are welcome to do so and to offer comments on the proposal to the BCPC board and staff.

In order that we may be more aware of your concerns, please send us a copy of all municipal decisions sent to this applicant.

JWS:emh

cc: Caleb Frankel (via email)
Joseph McGinley
Adam Crews, PLS, CFM, Crews Surveying, LLC (via email)
Janene Marchand, PE, Gilmore & Associates, Township Engineer (via email)
Matt West, Township Manager (via email)



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

BOARD MOTION

Date: August 15, 2022

I MOVE THAT: The Board authorize advertisement of Ordinance 2022-09-03: Stormwater Management Amendment.

Presented By: _____

Seconded By: _____

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

ORDINANCE NO. 2022-09-03

AN ORDINANCE OF THE TOWNSHIP OF NEW BRITAIN, BUCKS COUNTY, PENNSYLVANIA; PROVIDING FOR THE AMENDMENT OF CHAPTER 26, PART I STORMWATER MANAGEMENT, OF THE NEW BRITAIN TOWNSHIP CODE TO REGULATE DEVELOPMENT WITHIN THE MUNICIPALITY IN A MANNER CONSISTENT WITH THE PENNSYLVANIA STORM WATER MANAGEMENT ACT (ACT 167).

The Pennsylvania Storm Water Management Act (Act 167) requires municipalities to “adopt or amend, and shall implement such ordinances and regulations, including zoning, subdivision and development, building code, and erosion and sedimentation ordinances, as are necessary to regulate development within the municipality in a manner consistent with the applicable watershed storm water plan and the provisions of this act.”

NOW THEREFORE, be it, and it is hereby ENACTED and ORDAINED by the Board of Supervisors of the Township of New Britain, Bucks County, Commonwealth of Pennsylvania, as follows:

ARTICLE I. Amend §26-106.

§26-106.1. Regulated activities that create a net increase of impervious surface area smaller than or equal to 1,000 square feet are exempt from the peak rate control requirements and the SWM site plan preparation located in Subpart D of this Part unless the activity is found to be a significant contributor of pollution to the waters of this commonwealth.

§26-106.2. Regulated activities that create a net increase of impervious surface area between 1,001 square feet up to and including 5,000 square feet are exempt only from the peak rate control requirements of this Part.

ARTICLE II. Add the following Sections §26-108-111:

§26-108. **Severability**

In the event that a court of competent jurisdiction declares any section or provision of this Ordinance invalid, such decision shall not affect the validity of any of the remaining provisions of this Ordinance.

§26-109. **Compatibility with Other Requirements**

Approvals issued and actions taken under this Ordinance do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other code, law, regulation or ordinance.

§26-110. Erroneous Permit

Any permit or authorization issued or approved based on false, misleading or erroneous information provided by an applicant is void without the necessity of any proceedings for revocation. Any work undertaken or use established pursuant to such permit or other authorization is unlawful. No action may be taken by a board, agency or employee of the Municipality purporting to validate such a violation.

§26-111. Waivers

- A. If the Municipality determines that any requirement under this Ordinance cannot be achieved for a particular regulated activity, the Municipality may, after an evaluation of alternatives, approve measures other than those in this Ordinance, subject to Section 111, paragraphs B and C.
- B. Waivers or modifications of the requirements of this Ordinance may be approved by the Municipality if enforcement will exact undue hardship because of peculiar conditions pertaining to the land in question, provided that the modifications will not be contrary the public interest and that the purpose of the Ordinance is preserved. Cost or financial burden shall not be considered a hardship. Modification may be considered if an alternative standard or approach will provide equal or better achievement of the purpose of the Ordinance. A request for modifications shall be in writing and accompany the Stormwater Management Site Plan submission. The request shall provide the facts on which the request is based, the provision(s) of the Ordinance involved and the proposed modification.
- C. No waiver or modification of any regulated stormwater activity involving earth disturbance greater than or equal to one acre may be granted by the Municipality unless that action is approved in advance by the Department of Environmental Protection (DEP) or the delegated county conservation district.

ARTICLE III: Amend or Add Definitions §26-112.

AGRICULTURAL ACTIVITY Activities associated with agriculture such as agricultural cultivation, agricultural operation, and animal heavy use areas. This includes the work of producing crops including tillage, land clearing, plowing, disking, harrowing, planting, harvesting crops or pasturing and raising of livestock and installation of conservation measures. Construction of new buildings or impervious area is not considered an agricultural activity with the exception of

hoop barns (high tunnels) only in accordance with Storm Water Management Act 15, Act of April 18, 2018, P.L. 91.

FLOODPLAIN Any land area susceptible to inundation by water from any natural source or as delineated by applicable FEMA maps and studies as being a special flood hazard area. Also includes areas that comprise Group 13 Soils, as listed in Appendix A of the Pennsylvania DEP Technical Manual for Sewage Enforcement Officers (as amended or replaced from time to time by DEP).

GREEN INFRASTRUCTURE Systems and practices that use or mimic natural processes to infiltrate, evapotranspire, or reuse stormwater on the site where it is generated.

IMPERVIOUS SURFACE Surfaces which prevent the infiltration of water into the ground, including all buildings, streets, parking areas, driveways, roads, sidewalks, and any area in concrete, asphalt, pavers, compacted gravel, compacted stone or similar materials. Impervious surfaces also include other areas determined to be impervious by the Township Engineer. Decks, parking areas, stone areas, and driveway areas are not counted as impervious areas if they do not prevent infiltration.

LOW IMPACT DEVELOPMENT –Site design approaches and small-scale stormwater management practices that promote the use of natural systems for infiltration, evapotranspiration, and reuse of rainwater. LID can be applied to new development, urban retrofits, and revitalization projects. LID utilizes design techniques that infiltrate, filter, evaporate, and store runoff close to its source. Rather than rely on costly large-scale conveyance and treatment systems, LID addresses stormwater through a variety of small, cost-effective landscape features located on-site.

PERVIOUS SURFACE A surface that allows the infiltration of water into the ground or any area not defined as impervious surface.

ARTICLE IV. Amend §26-121, -123 and -124 as follows:

§26-121.6.C For projects that add impervious area to a parcel, the total impervious area on the parcel is subject to the requirements of this Ordinance; except that the volume controls in Section 123 and the peak rate controls of Section 124 do not need to be retrofitted to existing impervious areas that are not being altered by the proposed regulated activity.

§26-121.8.C To the maximum extent practicable, incorporate the techniques for low impact development practices (e.g., protecting existing trees, reducing area of impervious surface, cluster development, and protecting open space) described in the Pennsylvania Stormwater Best Management Practices Manual, Pennsylvania Department of Environmental Protection (PADEP) No. 363- 0300-002 (2006). If methods other than green infrastructure and LID methods are proposed to achieve the volume and rate

controls required under this Ordinance, the SWM Site Plan must include a detailed justification demonstrating that the use of LID and green infrastructure is not practicable.

§26-121.11 Normally dry, open top storage facilities should completely drain both the volume control and rate control capacities over a period of time not less than 24 and not more than 72 hours from the end of the design storm, unless otherwise approved by the Township Engineer.

§26-123.2 The green infrastructure and low impact development practices provided in the BMP Manual shall be utilized for all regulated activities wherever possible. Volume controls shall be implemented using the design storm method in Subsection A or the simplified method in Subsection B below. For regulated activities equal to or less than one acre, this Part establishes no preference for either methodology; therefore, the applicant may select either methodology on the basis of economic considerations, the intrinsic limitations of the procedures associated with each methodology, and other factors. All regulated activities greater than one acre must use the design storm method. For small projects that propose 1,000 square feet or less of impervious Subsection D should be used.

§26-123.2.C(6) Soils. A soils evaluation of the project site shall be required to determine the suitability of infiltration facilities for all subdivisions and land developments, any projects that propose 5,000 sf or more of new impervious surface or as deemed necessary by the Township Engineer. A soils evaluation is recommended for all other applications. All regulated activities are required to perform a detailed soils evaluation by a qualified design professional which at minimum address soil permeability, depth to bedrock, and subgrade stability. The general process for designing the infiltration BMP shall be:

- (a) Analyze hydrologic soil groups as well as natural and man-made features within the site to determine general areas of suitability for infiltration practices. In areas where development on fill material is under consideration, conduct geotechnical investigations of sub-grade stability; infiltration may not be ruled out without conducting these tests.
- (b) Provide field tests such as double ring infiltrometer or hydraulic conductivity tests (at the level of the proposed infiltration surface) to determine the appropriate hydraulic conductivity rate.
- (c) Design the infiltration structure based on field determined capacity at the level of the proposed infiltration surface and based on the safety factor of 50%.
- (d) If on-lot infiltration structures are proposed, it must be demonstrated to the municipality that the soils are conducive to infiltrate on the lots identified.
- (e) An impermeable liner will be required in detention basins where the possibility of groundwater contamination exists. A detailed hydrogeologic investigation may be required by the municipality.

§26-123.2.D Small Project Stormwater Management Volume Control Requirements. This section applies to only small projects (residential and non-residential) that propose less than 1,000 square feet of new impervious.

§26-124.1.D Site Areas. The stormwater management site area is the only area subject to the management district criteria. The stormwater management site area includes on-site areas that are not proposed to be disturbed, but drain to a proposed stormwater management facility. Non-impacted areas or non-regulated activities bypassing the stormwater management facilities would not be subject to the management district criteria.

§26-125.2 Stormwater runoff peak discharges from all development sites with a drainage area greater than one acre shall be calculated using a generally accepted calculation technique that is based on the NRCS Soil Cover Complex Method. Table 26-125.1 summarizes acceptable computation methods. The method selected by the design professional shall be based on the individual limitations and suitability of each method for a particular site. The municipality may allow the use of the Dekalb Rational Method (Q=CIA) to estimate peak discharges from drainage areas that contain one acre or less.

ARTICLE V. Amend §26-131

For any of the activities regulated by this Part, the preliminary or final approval of subdivision and/or land development plans, the issuance of any building or occupancy permit, the commencement of any earth disturbance, or activity may not proceed until the property owner or applicant or his/her agent has received written approval of a SWM site plan from the municipality. Approval of an adequate erosion and sediment (E&S) control plan review is required from the County Conservation District for all earth disturbance activities exceeding 5,000 square feet including an adequate erosion and sediment control (E&SC) plan properly designed and implemented, and available on site. For earth disturbance activities less than 5,000 square feet, an E&SC plan is not required, but the appropriate BMPs are still required to be implemented. Swimming pool projects under 2,000 SF are exempt from Bucks County Conservation District E&S Review.

ARTICLE VI. Amend §26-132.C.(9) & Add §26-132.C(11) to read as follows:

§26-132.C.(9) The following signature block for the municipality:

~~"The Township Engineer, on this date _____ has reviewed and hereby certifies that the SWM Site Plan meets all design standards and criteria of the Municipal Ordinance Chapter 26, Part 1."~~

§26-132.C.(11) A justification must be included in the SWM Site Plan if BMPs other than green infrastructure methods and LID practices are proposed to achieve the volume, rate and water quality controls under this Ordinance.

ARTICLE VII. Amend §26-134.2. & Add §26-134.3

§26-134.2. The municipality will notify the applicant in writing within 45 days whether the SWM site plan is approved or disapproved. If the SWM site plan involves a subdivision and land development plan, the notification period is 90 days. If a longer

notification period is provided by other statute, regulation, or ordinance, the applicant will be so notified by the municipality. If the municipality disapproves the SWM site plan, the municipality shall cite the reasons for disapproval in writing. The Municipality also may approve the SWM Site Plan with conditions and, if so, shall provide the acceptable conditions for approval in writing.

§26-134.3. For any SWM Site Plan that proposes to use any BMPs other than green infrastructure and LID practices to achieve the volume and rate controls required under this Ordinance, the Municipality will not approve the SWM Site Plan unless it determines that green infrastructure and LID practices are not practicable.

ARTICLE VIII. **Amend 26-135.5.**

§26-135.5. The as-built submission shall include a certification of completion signed by a qualified professional verifying that all SWM BMPs have been constructed according to the approved plans and specifications. If any qualified professionals contributed to the construction plans, they must sign and seal the completion certificate. The latitude and longitude coordinates for all permanent SWM BMPs must also be submitted, at the central location of the BMPs. ~~After receipt of the completion certification by the Municipality, the Municipality may conduct a final inspection.~~ **The Township Engineer shall conduct a final inspection once notified the project is completed and prior to the Township closing out the project or starting the maintenance period.**

ARTICLE IX. **Add §26-152.1.H**
§26-152.1.H. Attendance at meetings.

ARTICLE X. **Amend §26-171 to read as follows:**

1. Any drain or conveyance, whether on the surface or subsurface, that allows any nonstormwater discharge, including sewage, process wastewater, and wash water to enter a regulated small MS4 or to enter the waters of the commonwealth is prohibited.
2. No person shall allow, or cause to allow, discharges into a regulated small MS4, or surface waters of this commonwealth which are not composed entirely of stormwater, except (A) as provided in Subsection 3 below, and (B) discharges allowed under a state or federal permit.
3. The following discharges are authorized unless they are determined to be significant contributors to pollution to a small regulated MS4 or to the waters of the commonwealth:
 - A. Discharges or flows from firefighting activities.

- B. Discharge from potable water sources, including water line flushing and fire hydrant flushing, if such discharges do not contain detectable concentrations of Total Residual Chlorine (TRC).
- C. Non-contaminated irrigation water, water from lawn maintenance, landscape drainage, and flows from riparian habitats and wetlands.
- D. Non-contaminated HVAC condensation and water from geothermal systems.
- E. Diverted stream flows and springs.
- F. Non-contaminated pumped ground water and water from foundation and footing drains and crawl space pumps.



- G. Residential (i.e. not commercial) vehicle wash water where cleaning agents are not utilized.
- H. Non-contaminated hydrostatic test water discharges, if such discharges do not contain detectable concentrations of TRC.

4. In the event that the municipality or PADEP determines that any of the discharges identified in Subsection 3 significantly contribute to pollution of a regulated small MS4 or the waters of this commonwealth, the municipality or PADEP will notify the responsible person(s) to cease the discharge.

ARTICLE XI. Amend §26-151 to read as follows:

§26-151.A. Fees shall be established by the municipality to cover plan review and construction inspection costs incurred by the municipality. All fees shall be paid by the applicant at the time of SWM site plan submission. A review and inspection fee schedule shall be established by resolution of the municipal governing body based on the size of the regulated activity and based on the municipality's costs for reviewing SWM site plans and conducting inspections pursuant to § 26-141. The municipality shall periodically update the review and inspection fee schedule to ensure that review costs are adequately reimbursed.

§26-151.B. Fees may be established by the municipality to cover continued maintenance by the owner of the subject property. Small projects costing under \$500.00 may be exempt from this fee at the discretion of the Township.

ARTICLE XII. Amend §26-161 to read as follows:

§26-161.2. For other regulated activities, the municipality **may** require a financial guarantee from the applicant.

ARTICLE XII. Amend §26-182 to read as follows:

§ 26-182 Inspection.

1. Stormwater management (SWM) best management practices (BMPs) should be inspected for proper operation by the landowner, or the owner's designee (including the municipality for dedicated and owned facilities), according to the following list of minimum frequencies:
 - A. Annually for the first five years,
 - B. Once every three years thereafter,
 - C. Inspections should be conducted during or immediately following precipitation events. A written inspection report shall be created to document each inspection. The inspection report shall contain the date and time of the inspection, the individual(s) who completed the inspection, the location of the BMP, facility or structure inspected, observations on performance, and recommendations for improving performance, if applicable. Inspection reports shall be submitted to the Municipality within 30 days following completion of the inspection.

ARTICLE XIV. Add §26-184.4.

§26-184.4. If a violation causes no immediate danger to life, public health, or property, at its sole discretion, the Municipality may provide a limited time period for the owner to correct the violation. In these cases, the Municipality will provide the owner, or the owner's designee, with a written notice of the violation and the time period allowed for the owner to correct the violation. If the owner does not correct the violation within the allowed time period, the municipality may revoke or suspend any, or all, applicable approvals and permits pertaining to any provision of this Ordinance.

ENACTED and **ORDAINED** at a regular meeting of the
Board of Supervisors

on this _____ day of _____, 20_____.

This Ordinance shall take effect immediately.

Gregory T. Hood, Chair

William B. Jones, III, Vice Chair

Cynthia M. Jones, Member

MaryBeth McCabe, Esquire, Member

Stephanie Shortall, Member

ATTEST:

Matt West, Secretary



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

BOARD MOTION

Date: August 15, 2022

I MOVE THAT: The Board authorize advertisement of Ordinance 2022-09-04: Amendments to Chapter 15 Part 5 of the Township's Code: Towing.

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisors
FROM: Chief Clowser
DATE: August 15, 2022
RE: Updated Tow Ordinance

The Township's current ordinance that addresses towing (Chapter 15) is vague on regulating tow contractors and facilities. The police department desires the ability to regulate tow contractors and facilities to ensure the best services and feasibility possible are provided to Township residents.

The proposed ordinance establishes minimum regulations for the operation and oversight of providers of public towing and vehicle storage and impounding services that will be utilized by the Township.

- Establishes licensing requirements
- Duties of those that are licensed

STAFF RECOMMENDATION:

Approve a motion to advertise Ordinance 2022-09-04 Amending Chapter 15 part 5 of the Township's Code: Towing

NEW BRITAIN TOWNSHIP

ORDINANCE #2022-09-04

WHEREAS, pursuant to the Pennsylvania Vehicle Code, 75 Pa.C.S §6109(a)(22), New Britain Township possesses the authority to establish procedures governing the removal and impounding of vehicles parked on highways or public property of the Township in violation of the New Britain Township Code of Ordinances; and

WHEREAS, the New Britain Township desires to establish minimum regulations for the operation and oversight of providers of public towing and vehicle storage and impound services who operate in the township.

NOW, THEREFORE, it is hereby AMENDS, ENACTS, and ORDAINS that Chapter 15, Part 5 of the New Britain Township Code of Ordinances shall be amended as follows:

§ 15-501 Definitions; word usage.

For the purpose of this chapter, the following words and phrases shall have the meanings indicated hereinbelow. When not inconsistent with the context, words used in the present tense shall include the future; words used in the plural shall include the singular. The word "shall" is always mandatory and not merely directory.

DISABLED OR WRECKED OR ABANDONED OR IMPOUNDED VEHICLE

—
An automobile, truck, truck tractor, trailer, motorcycle, motor home, or other vehicle or device in, upon or by which any person or property is or may be transported or drawn upon a highway, road or street, which is no longer capable of safe operation on a highway, road or street and presents a safety hazard to the public by virtue of its location on or adjacent to a public highway, road or street in the Township of New Britain.

FLATBED WRECKER — A flatbed vehicle equipped with a roll body and winch designed for and capable of lifting and transporting passenger and commercial vehicles.

HEAVY-DUTY WRECKER — A vehicle with a minimum twenty-five (25) ton capacity designed for, and capable of lifting and transporting passenger and commercial vehicles.

LEASED — Vehicles must be leased for a fixed period of greater than three years and for a fixed flat rate. Lessor must be a business, company, entity or corporation whose usual and customary business is that of leasing motor vehicles.

LICENSEE — A tower who has been issued a license by the Township of New Britain pursuant to the terms of this chapter.

LIGHT-DUTY WRECKER; WHEEL-LIFT WRECKER — A vehicle designed for and capable of lifting and transporting passenger vehicles.

PERSON — Any individual person, firm, partnership, association, corporation, company or organization of any kind.

POLICE DEPARTMENT — The Police Department of the Township of New Britain, County of Bucks.

TOWER — A person engaged in the business of offering the services of vehicle towing, removal, and storage of towed vehicles by utilization of a wrecker, tow truck, car carrier, or other vehicle, whereby disabled, wrecked, abandoned vehicles are towed or otherwise removed from the place where they are

disabled or wrecked or abandoned by use of a vehicle so adapted to that purpose.

TOWNSHIP — The Township of New Britain, County of Bucks.

§ 15-502 License required.

No person shall offer his/her services to or be called by the Township or the Police Department as a tower for the purpose of removal of disabled or wrecked or abandoned vehicles unless that person is the holder of a current towing license as hereinafter provided.

§ 15-503 Application for license.

- A. An application for a towing license shall be made to the Police Department on a form provided by the Police Department, which application shall require the following minimum information and documents:
- (1) The name, address and telephone number of the business for which the towing license is sought;
 - (2) The type of business organization under which the business is operated (i.e., sole proprietorship, partnership, corporation, etc.);
 - (3) The name, home and business address and telephone numbers of all the owner(s) or, in the case of a corporation, stockholder(s) of the business for which the towing license is sought;
 - (4) The signature of the owner(s) or chief executive officer of the business for which the towing license is sought;
 - (5) A list of tow trucks, vehicle wreckers, car carriers, or other vehicles available for service to the Township, including a description of each vehicle or piece of equipment (type, make, model, year, etc.), the name and address of the owner/ lessee of each vehicle or piece of equipment and their location and hourly availability;
 - (6) The address and description of the premises upon which any disabled, wrecked, or impounded vehicles will be towed and/or stored, including the size of the area on the premises available for storage of vehicles, the approximate number of vehicles which may be stored in the area, whether said area is fenced, and a description of any security precautions or protection methods for vehicles stored in said area;
 - (7) A certificate of insurance or other proof acceptable to the Township that the applicant has obtained the general liability and garage keeper's liability insurance required for the issuance of a towing license.
 - (8) The tower's schedule of fees and costs to be charged for the towing and storage of vehicles, which schedule shall remain in effect for the duration of the prospective licensing period.
- B. The application for a towing license shall be accompanied by an application fee in the amount of \$100. The application fee may be amended from time to time by

resolution of the Township Board of Supervisors.

- C. The application for a towing license shall be reviewed by the Police Department within 31 days of receipt of the application and the application fee. The Police Department shall thereafter advise the applicant whether or not the license has been approved.
- D. Towing licenses shall be issued for a period of one year, commencing on January 1 and terminating on December 31 of each year. Any applicant whose application for a license has been approved shall be issued a license effective the following January
 - 1. In the event that there are less than two licensed towers approved by the Police Department, the Police Department may issue licenses during the calendar year in order to increase the number of licensed towers to two.
- E. An application shall not be deemed received by the Police Department unless it contains all the information and documents set forth in this section and the application fee.
- F. All successful applicants shall be required to indemnify and hold harmless the Township of New Britain for any and all losses or expenses incurred by virtue of any acts performed in the course of service by the tower.

§ 15-504 Standards for issuance of towing license.

A towing license shall be issued to all applicants who meet all of the following requirements:

- A. The following vehicles shall be owned or leased exclusively by the applicant, garaged on the premises from which the applicant's towing business is conducted, and available on call for the service at the request of the Township or the Police Department:
 - (1) One light-duty wrecker, wheel-lift wrecker; and
 - (2) One flatbed wrecker; and
 - (3) One light-duty wrecker, wheel lift wrecker, or One flatbed wrecker.
- B. All of the aforesaid required vehicles shall bear a sign indicating the name and telephone number of the applicant's towing business. The applicant shall make said vehicles available for inspection by the Township or Police Department.
- C. A six-foot-high fenced-in storage yard or other secure facility, open or closed, shall be located on the premises from which the applicant's towing business is conducted, and such yard or storage area shall be authorized by the appropriate zoning, use, occupancy and other municipal permits. A storage area shall be a minimum of 10,000 square feet must be provided and shall have a building that is capable of storing at least two vehicles inside. The applicant shall install screening and comply with all the provisions of the state and federal highway beautification acts.
 - (1) The applicant shall permit inspection of the storage yard or facility

by the Township or Police Department; and

(2) The Police Department shall inspect all required vehicles for compliance with the requirements and standards established herein.

D. The applicant's place of towing business shall be located within five (5) miles of the Township.

boundaries in order that the response time to a call for service is immediate.

- E. All applicants shall maintain the following insurance and present proof thereof to the Township or Police Department, at the time of application or upon request:
 - (1) General public liability insurance in the minimum amount of \$1,000,000; and
 - (2) Garage keepers' legal liability insurance in the minimum amount of \$100,000.
- F. Each insurance policy required herein shall contain an endorsement providing 10 days' notice to the Township of New Britain in the event of any material change or cancellation for any cause. Written notice to the Township shall be the responsibility of the issuing company.
- G. All of the aforesaid vehicles shall be equipped with a two-way communication system such as two-way radios or mobile telephones.

§ 15-505 Issuance of license.

A towing license shall be issued to each applicant whose application has been approved by the Police Department.

§ 15-506 License status.

A towing license is issued by the Police Department on condition of, and with the express agreement of the licensee, that the licensee shall, at all times, act as independent contractor to, and not as an employee of the Township or the Police Department, and that payment for services pursuant to said license shall be by the owner, operator or custodian of the disabled, wrecked, impounded or abandoned vehicle.

§ 15-507 Duties of licensees.

- A. All licensees shall keep and maintain all of the vehicles listed on their applications in a safe and operable condition, and in a condition that shall pass the motor vehicle inspection standards of the Commonwealth of Pennsylvania. Said vehicles shall be immediately available to answer calls for service by the Police Department. All licensees shall not use or employ a vehicle that is not listed on the towing license application (or filed an amendment to the application listing any new equipment).
- B. All licensees shall insure any operator of their equipment possesses a current and valid Pennsylvania driver's license for the class vehicle they are operating. The licensee is further responsible to ensure that his/her operator obeys all laws of the Vehicle Code of the Commonwealth of Pennsylvania.¹
- C. All licensees shall respond within 15 minutes from their receipt of the Police Department's call requesting service to the arrival of the licensee's appropriate towing vehicle at the location of the disabled, wrecked, impounded, or abandoned vehicle, except in bad weather or adverse road conditions.
- D. Fees charged by the licensee, when towing or storing towed vehicles as an

independent contractor at the request of the Police Department shall be as detailed in the schedule of fees and costs which were included as part of licensee's application for license. Failure to comply with the terms and with this Subsection D may result in the immediate revocation of the towing license in accordance with § 15-509 below.

- E. All licensees shall be responsible for removing vehicular parts and debris from the highway.
- F. All wreckers must be equipped with the following:
 - (1) Broom.
 - (2) Fire extinguisher (ABC type, not less than 10 pounds.)
 - (3) Light bar, amber in color.
 - (4) Sand or oil dry (for minor oil or fuel leaks).
 - (5) Shovel.
 - (6) Portable rear lighting for towed vehicles.

§ 15-508 Township Police duty tow.

- A. All disabled or wrecked vehicles shall be removed from the roadway immediately following an accident, in accordance with the Vehicle Code of Pennsylvania.²
- B. If the owner or operator cannot remove the disabled or wrecked or abandoned vehicle or refuses or fails to have the vehicle removed within a reasonable time, the Police Department shall call the towing licensee assigned to the police duty tow to effect such a removal. Requests by the owner or operator will be honored for outside wreckers if, within the officer's opinion, traffic will not be impeded and the vehicle is to be towed away within a reasonable time.
- C. The Police Department shall establish reasonable rules and regulations to implement this chapter, including but not limited to the establishment of a duty tow schedule, rotation of assignments, and the use of the duty tow by the Township police officers.

§ 15-509 Suspension and revocation of license.

- A. The Township reserves the right to suspend the license of a licensee at any time if:
 - (1) An inspection by a Township police officer or a Township official determines that the required equipment is missing or inoperable or unsafe.
 - (2) The tower fails to respond to a service call within 15 minutes.
 - (3) The tower attempts to charge or charges fees that are not normal and customary and/or in excess of the fees and costs detailed in the schedule of fees and costs submitted with tower's application for license.

- (4) The tower's facilities are found to be in violation of the minimum conditions imposed by this ordinance or other ordinance of New Britain Township.
- B. Any such suspension of any licensee's license shall continue, without rebate of either the application fee or license fee until such time as the Township determines the licensee is in full compliance with the terms and conditions of the regulation.
 - (1) Any suspension of license pursuant to §509 A(2) above shall continue until such time that the Township (or insert "Chief of Police") shall be satisfied that steps have been taken to ensure prompt and timely response to future calls.
 - C. Towers shall be deemed ineligible to perform towing work in and for the Township of New Britain unless and until the tower receives written notice that said suspension has been lifted from the Township or the Police Department.
 - D. The licensee shall agree to execute a hold-harmless agreement for any and all claims, actions or causes of action arising from suspension of license for the reasons set forth above at the time of initial application for towing license.
 - E. The Township shall give the operator warnings or notice that the licensee is in violation of the provisions and terms of this regulation prior to any formal action to suspend the license. The Township shall permit the licensee to correct deficiencies within the time frames as follows:
 - (1) In the case of a non-safety violation, the licensee shall have 10 days in which to correct deficiencies.
 - (2) In the case of safety-related violations, the licensee shall have until the next call for a tow to correct deficiencies.

1. 75 Pa. C.S.A. § 101 et seq.

F. A towing license shall be revoked upon a finding by the Township any of the following grounds:

- (1) The license was procured by fraudulent conduct or false statement or omission of a material fact, and, in this event, the license shall be null and void and as if an application had never been filed.
- (2) The licensee failed to perform or violated any of the duties of a licensee set forth in this chapter.
- (3) The licensee no longer meets all the standards for issuance of a towing license.
- (4) The licensee's application is found to be defective in any way or contains misinformation or omissions of fact, and, in this event, the license shall be null and void and as if an application had never been filed.
- (5) The licensee failed to correct safety related or non-safety-related deficiencies within the allotted time as provided above.
- (6) The licensee's license had been suspended three times.
- (7) Failure of the licensee to comply with any of the terms of this chapter when, in the sole discretion of the Chief of Police, such failure is willful and intentional or when such failure or the reckless conduct of the licensee or its operator jeopardizes the personal safety of any individual or police officer.

G. Complaints.

- (1) The owner or person in charge of any vehicle that this Department has caused to be towed and who has a complaint against the towing service may file a written complaint with the Chief of Police.
- (2) The Chief of Police shall make a determination of the merit of such complaint and take such action as necessary to correct the matter, if the complaint is validated.

§ 15-510 Exemption for Specialized Towing

- A. The Township or Police Department is authorized to contact an owner or operator of a heavy-duty wrecker not licensed pursuant to this chapter in order to remove disabled, wrecked, abandoned or impounded vehicles if, in the judgment of the Township or Police Department, such service is necessary and cannot be provided by a licensed tower.
 - (1) The ownership or lease of a heavy-duty wrecker shall not in and of itself relieve a tower from compliance with this chapter.



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

BOARD MOTION

Date: August 15, 2022

I MOVE THAT: The Board advertise the 2022 Capital Improvement Plan, per the attachments.

Presented By: _____

Seconded By: _____



New Britain Township Capital Improvement Plan (CIP) 2022-2027

Supervisors

Greg Hood, *Chair*
Bill Jones, *Vice-Chair*
Cynthia Jones
MaryBeth McCabe
Stephanie Shortall

Capital Planning Committee

Greg Hood
MaryBeth McCabe
Matt West
Mike Walsh
John Bates
Chief Richard Clowser
Ryan Cressman
Chelle Clancy
Fred Schea

August 2022

The Capital Improvement Plan (CIP) is a planning document representing a five-year schedule of anticipated significant improvements to the Township's physical property, including equipment and infrastructure. This plan is a result of an intensive review process undertaken by Township staff in coordination with the Capital Planning Committee (Committee) over the past several months. The CIP, attached as **Appendix A**, includes estimated project costs through the year 2026-2027 with a total estimated cost of \$1.3M for 2022-2023, and an additional \$4.1M in projects/assets expected between 2024 and 2027.

Purpose

At the direction of the Board of Supervisors (Board), and through coordination with the Committee, the CIP was created for New Britain Township to provide guidance on known near-future capital investments. The continued volatility of the global, national, and local economies places added pressures on municipalities to better prepare for present and future budgetary needs including capital investments.

In an effort to support continued sound financial planning and decision-making, the CIP offers six primary benefits to the Township:

- The CIP allows for the practical project and financial management of capital expenses within the annual budget to minimize variability;
- Allows for the prioritization of capital needs to ensure funding for the most critical projects/assets;
- Allows the Board of Supervisors and Township staff to consider current expenditures' financial effects on future projects/assets;
- Allows Township staff to identify funding opportunities for projects/assets well in advance of their need for replacement;
- Reduces Township costs by replacing, repairing, or upgrading capital needs before maintenance or emergency repair costs escalate; and
- Allows the Township to maintain and/or improve its quality of service provided to residents and business owners.

The CIP will allow New Britain Township to anticipate upcoming capital needs, identify funding sources, and view projects/assets across all departments to determine how they fit into the Township's long-term goals and future budgets.

Criteria

The projects/assets included in the CIP are those that have been identified as the highest priority over the next five years, as determined by Township staff in coordination with the Committee. To qualify as a capital project/asset, each item must have an estimated life span of more than one year and a one-time cost exceeding \$5,000.

Process

Over the course of several months, township staff developed a comprehensive list of all known projects, assets, maintenance, and/or staff issues to be used as the starting point for the CIP. This list was developed by the Township’s management team with input from support staff, with an emphasis placed on the estimated costs of replacement and an overall priority. The list was then reviewed by the Committee with each item being assigned a priority of High, High-Medium, Medium, Medium-Low, & Low. Each item was then assigned a category of Staff, Maintenance, or Capital. The current inventory list resulted in a total of 208 unique items, with the distribution of items across each of the categories shown in **Figure 1**. Additionally, **Figure 2** shows the distribution of the 166 capital items across the priority sub-categories.

Figure 1: Category Distribution

Category	# of Items
Staff	7
Maintenance	35
Capital	166

Source: NBT, 2022

Figure 2: Capital Priority Distribution

Priority	# of Items
High	57
Medium-High	18
Medium	25
Medium-Low	14
Low	52
Total	166

The CIP focuses on the 57 capital items that have been labeled as a “High” priority, with each item being assigned an anticipated year of completion over the next five years. As the CIP is designed to be reviewed and adopted mid-year, each of the next five years are labeled as multi-year: 2022-2023; 2023-2024; 2024-2025; 2025-2026; and 2026-2027.

Funding

The CIP is designed as a planning document that is to be funded through the Township's annual Budget process. This plan is meant to provide quality near-term data to the Board as a way to better anticipate and prepare for known capital expenses. As the CIP is not a funding document, the annual operating Budget is the mechanism for which the CIP should be funded, with an informed discussion by the Board determining how to fund the CIP, including millage rate adjustments and long-term debt obligations.

Included in the CIP is a current funding forecast using the existing tax millage rates as set by the 2022 budget, details of which are attached as **Appendix B**. The Township budget includes six non-capital Funds and four capital-related Funds. **Figure 3** shows each of the Township’s Funds and the millage and revenue generated for each.

Figure 3: Current Funds & Millage Rates

REAL ESTATE TAXES		
Tax Year	Mills/Rate	Total Possible
2022	13.0625	\$ 2,351,240
Assessment	\$ 179,999,260	
Non-Capital Funds		
	Mills	Amount
01 - General Fund	6.1	\$ 1,065,275
02 - Street Lights Fund	0	\$ -
03 - EMS Protection Tax Fund	0.5	\$ 87,318
03 - Fire Protection Tax Fund	1.25	\$ 218,294
04 - Land Preservation FundLand Pres.	0	\$ -
07 - Parks & Recreation Operating Fund	2.4625	\$ 430,039
15 - General Reserve Fund	0	\$ -
	10.3125	
Capital Funds		
	Mills	Amount
07 - Parks & Recreation Capital Fund	0	\$ -
18 - Capital Improvement & Equipment Fund	0	\$ -
20 - Other Capital Debt Service	1	\$ 174,635
20 - Public Works Building (Debt Service)	1.25	\$ 218,294
30 - Road Machine Capital Reserve Fund	0.5	\$ 87,318
	2.75	

Source: NBT, 2022

To fund the CIP, the Board should consider adjusting future millage rates to fund as much of the plan as possible. In addition to adjusting millage rates, the Board should consider long-term debt as an option to fund larger capital expenses that fall outside the typical CIP expense level. The Township continues to benefit from strong Fund balances which has resulted in favorable long-term debt obligations, and future long-term debt considerations must be carefully considered as to not negatively effect the Township’s financial standing.

Future

It is recommended that the CIP be reviewed on an annual basis by Township staff and the Capital Planning Committee for mid-year approval by the Board of Supervisors. Staff and the Board of Supervisors will then use the annually adopted CIP to guide discussions in creating future annual budgets. The master inventory list should be updated to reflect current status of projects, with completed projects being moved to the lowest priority, and newly identified items being added. The CIP should be a living document that is updated on a regular basis to provide quality near and long-term data to the Board for continued good decision-making for generations to come.

Appendix A

Detailed Capital Improvement Plan (CIP): 2022-2027

New Britain Township

Five-Year Capital Improvement Plan (CIP): 2022-2027

Fund 07 - Parks & Recreation Capital Fund						
Department	Asset/Item Detail	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Parks & Recreation	NB Park: Build visual barrier/move Mulch/Materials Storage Pile(s) to other location	\$ -	\$ 15,000	\$ -	\$ -	\$ -
Parks & Recreation	NB Park: Concession Stand (Renovate for Storage & Irrigation Control Unit)	\$ -	\$ -	\$ 75,000	\$ -	\$ -
Parks & Recreation	Veterans Park: Phase 1: Fix Existing Walking Trail with proper drainage and regrading	\$ 75,000	\$ -	\$ -	\$ -	\$ -
Parks & Recreation	Veterans Park: Phase 1: Finish Planting Trees Along New Galena Road	\$ 15,000	\$ -	\$ -	\$ -	\$ -
Parks & Recreation	All Parks: Multi-Use Trails & Parking Lots (Planning, Paving, Mile markers)	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Parks & Recreation	Veterans Park: Phase 1: Planning & Installation of Reflection Area	\$ -	\$ 75,000	\$ -	\$ -	\$ -
Parks & Recreation	Highlands Park: 4 Basketball Half Courts: Resurface, Paint, New Hoops, Plexi Back Boards	\$ -	\$ -	\$ -	\$ 35,000	\$ -
Parks & Recreation	Highlands Park: Resurface One (1) 1500' x 6' wide walking trail	\$ -	\$ -	\$ -	\$ 35,000	\$ -
		\$ 90,000	\$ 90,000	\$ 75,000	\$ 70,000	\$ 75,000

Fund 18 - Capital Improvement & Equipment Fund						
Department	Asset/Item Detail	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Administration	Lobby Area Upgrade (Furniture, Flooring, Ceiling, Windows, Etc)	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Administration	Gutters	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Administration	Concrete Repair of Walkways & Steps	\$ -	\$ -	\$ -	\$ -	\$ 35,000
Administration	Code Enforcement Vehicle Replacement	\$ -	\$ -	\$ 75,000	\$ -	\$ -
Administration	Code Enforcement Vehicle Replacement	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Parks & Recreation	Brittany Farms Streambank Restoration	\$ 225,000	\$ -	\$ -	\$ -	\$ -
Parks & Recreation	NB Park: Technology Update to Digital Sign Board for Township Announcements	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Police Department	Patrol Vehicle with upfitting (Computer, Camera, and Emergency Equipment)	\$ 87,500	\$ -	\$ -	\$ -	\$ -
Police Department	Training/Conference Room Furniture	\$ -	\$ 35,000	\$ -	\$ -	\$ -
Police Department	Facility Security (Windows, bollards, access control)	\$ -	\$ -	\$ -	\$ 100,000	\$ -
Police Department	Patrol Room Upgrade	\$ -	\$ -	\$ -	\$ 35,000	\$ -
Police Department	Sally Port Upgrade	\$ -	\$ -	\$ -	\$ 35,000	\$ -
Police Department	Armory Upgrade	\$ -	\$ -	\$ -	\$ 35,000	\$ -
Police Department	Records Storage Upgrade	\$ -	\$ -	\$ -	\$ 35,000	\$ -
Police Department	Secure Interview Room Upgrade	\$ -	\$ -	\$ -	\$ 35,000	\$ -
Police Department	Kitchen/Break Room Upgrade	\$ -	\$ -	\$ -	\$ 35,000	\$ -
Police Department	Lobby area upgrade	\$ -	\$ -	\$ -	\$ 7,500	\$ -
Police Department	Cell Block Upgrade	\$ -	\$ -	\$ -	\$ 75,000	\$ -
Police Department	Evidence Room Upgrade (Ventilation and Pass Thru Temporary Lockers)	\$ -	\$ -	\$ -	\$ 75,000	\$ -
Police Department	Mens locker room expansion	\$ -	\$ -	\$ -	\$ 75,000	\$ -
Police Department	Construction of female locker room	\$ -	\$ -	\$ -	\$ 75,000	\$ -
Police Department	Exterior secure evidence storage and property storage area	\$ -	\$ -	\$ -	\$ 75,000	\$ -
Public Works	Keller Rd. Bridge	\$ -	\$ 750,000	\$ 750,000	\$ -	\$ -
Public Works	Walters Rd. Culvert/ Pipe	\$ 100,000	\$ -	\$ -	\$ -	\$ -
Public Works	Traffic Signal Upper Stump Rd. @ Rt. 313 (Swamp Rd.)	\$ -	\$ -	\$ -	\$ 375,000	\$ -
		\$ 412,500	\$ 785,000	\$ 825,000	\$ 1,067,500	\$ 335,000

Fund 20 - Public Works & Municipal Building (Debt Service)						
Department	Asset/Item Detail	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Public Works	Future borrowing for Keller Road bridge	\$ -	\$ -	\$ -	\$ -	\$ -
Current G.O.N	RSLPP Streetlights - Series 2007	\$ 21,287	\$ 21,287	\$ -	\$ -	\$ -
Current G.O.N	G.O.N. Series 2005	\$ 51,128	\$ 51,128	\$ 51,128	\$ -	\$ -
Current G.O.N	G.O.N. Series 2020	\$ 336,032	\$ 336,032	\$ 336,032	\$ 336,032	\$ 336,032
		\$ 408,447	\$ 408,447	\$ 387,160	\$ 336,032	\$ 336,032

New Britain Township
Five-Year Capital Improvement Plan (CIP): 2022-2027

Fund 30 - Road Machine Capital Reserves						
Department	Asset/Item Detail	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Public Works	2009 GMC Sierra 3500 Pickup	\$ 62,500	\$ -	\$ -	\$ -	\$ -
Public Works	2004 John Deere TC-54H Wheel Loader - Replace rims	\$ -	\$ 6,250	\$ -	\$ -	\$ -
Public Works	2004 Mack Granite Dump Truck 10-wheeler - Replace Frame Rails	\$ -	\$ -	\$ 62,500	\$ -	\$ -
Public Works	Pole Barn/ Morton Building - Replace existing	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Public Works	1992 Cross Country 1.5 Ton Trailer	\$ -	\$ -	\$ -	\$ 15,000	\$ -
		\$ 62,500	\$ 6,250	\$ 62,500	\$ 15,000	\$ 150,000

American Rescue Plan Act of 2021						
Department	Asset/Item Detail	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Administration	Digitizing historical paper records	\$ -	\$ -	\$ 20,000	\$ -	\$ -
Administration	Administration Office Furniture (7 Offices)	\$ 40,000	\$ -	\$ -	\$ -	\$ -
Administration	Common Area Furniture	\$ 52,500	\$ -	\$ -	\$ -	\$ -
Administration	Small Conference Room Furniture	\$ 40,000	\$ -	\$ -	\$ -	\$ -
Administration	Large Meeting Room Furniture	\$ 35,000	\$ -	\$ -	\$ -	\$ -
Administration	Server Upgrade & Consolidation	\$ -	\$ 32,500	\$ -	\$ -	\$ -
Administration	Large Meeting Room Technology	\$ -	\$ 35,000	\$ -	\$ -	\$ -
Parks & Recreation	NB Park: 6 Basketball Half Courts (Resurface, Paint, New Hoops & Plexi Back Boards)	\$ 35,000	\$ -	\$ -	\$ -	\$ -
Parks & Recreation	NB Park: Update design & build 1 Mile Walking Trail - 8' wide (Multi-use Trail System)	\$ -	\$ 112,500	\$ -	\$ -	\$ -
Police Department	Patrol Vehicle with upfitting (Computer, Camera, and Emergency Equipment)	\$ -	\$ 87,500	\$ -	\$ -	\$ -
Police Department	Patrol Vehicle with upfitting (Computer, Camera, and Emergency Equipment)	\$ 87,500	\$ -	\$ -	\$ -	\$ -
Police Department	New lockers	\$ 40,000	\$ -	\$ -	\$ -	\$ -
Police Department	Administration Office Furniture (5 Offices)	\$ -	\$ 35,000	\$ -	\$ -	\$ -
Police Department	Common Area Furniture	\$ -	\$ 35,000	\$ -	\$ -	\$ -
Police Department	Small Conference/Interview Room Furniture	\$ -	\$ 7,500	\$ -	\$ -	\$ -
Police Department	Server Upgrade & Consolidation	\$ -	\$ 32,500	\$ -	\$ -	\$ -
Public Works	2004 Freightliner Johnston 605 Series (street sweeper)	\$ 325,000	\$ -	\$ -	\$ -	\$ -
Public Works	1997 John Deere 410-E Backhoe	\$ -	\$ 150,000	\$ -	\$ -	\$ -
		\$ 655,000	\$ 527,500	\$ 20,000	\$ -	\$ -

Summary: All Capital Funds		2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	Total
Administration	Total proposed capital investments	\$ 167,500	\$ 67,500	\$ 95,000	\$ -	\$ 260,000	\$ 590,000
Parks & Recreation	Total proposed capital investments	\$ 125,000	\$ 202,500	\$ 75,000	\$ 70,000	\$ 75,000	\$ 547,500
Police Department	Total proposed capital investments	\$ 215,000	\$ 232,500	\$ -	\$ 692,500	\$ -	\$ 1,140,000
Public Works	Total proposed capital investments	\$ 487,500	\$ 906,250	\$ 812,500	\$ 390,000	\$ 150,000	\$ 2,746,250
		\$ 995,000	\$ 1,408,750	\$ 982,500	\$ 1,152,500	\$ 485,000	\$ 5,023,750
Total Debt Service commitments		\$ 408,447	\$ 408,447	\$ 387,160	\$ 336,032	\$ 336,032	\$ 1,876,118
Total of ALL Funds		\$ 1,403,447	\$ 1,817,197	\$ 1,369,660	\$ 1,488,532	\$ 821,032	\$ 6,899,868

Appendix B
CIP Funding Forecast (2022)

New Britain Township

Five-Year Capital Improvement Plan

Current Funding

FUND 07 - Parks & Recreation Capital Fund

Budgeted Fund Bal. @ 12/31/2022	\$	83,313			
Fund Balance Rollover from PY	-	(6,687)	588,313	605,813	628,313
Anticipated Developer Fees	-	685,000	92,500	92,500	-
Anticipated Tax Revenue	-	-	-	-	-
Row Labels	'2022-2023	'2023-2024	'2024-2025	'2025-2026	'2026-2027
Parks & Recreation	90,000	90,000	75,000	70,000	75,000
Grand Total	90,000	90,000	75,000	70,000	75,000
Remaining Rollover Balance	(6,687)	588,313	605,813	628,313	553,313

FUND 18 - Capital Improvement & Equipment Fund

Budgeted Fund Bal. @ 12/31/2022	\$	796,325			
Row Labels	'2022-2023	'2023-2024	'2024-2025	'2025-2026	'2026-2027
Administration	-	-	75,000	-	260,000
Parks & Recreation	225,000	-	-	-	75,000
Police Department	87,500	35,000	-	692,500	-
Public Works	100,000	750,000	750,000	375,000	-
Grand Total	412,500	785,000	825,000	1,067,500	335,000
Remaining Rollover Balance	383,825	(401,175)	(1,226,175)	(2,293,675)	(2,628,675)

FUND 20 - Public Works & Municipal Building (Debt Service)

Budgeted Fund Bal. @ 12/31/2022	\$	545,656			
Row Labels	'2022-2023	'2023-2024	'2024-2025	'2025-2026	'2026-2027
Public Works	-	-	-	-	-
Current G.O.N	408,447	408,447	387,160	336,032	336,032
Grand Total	408,447	408,447	387,160	336,032	336,032
Remaining Rollover Balance	530,138	514,621	520,390	577,287	634,185

New Britain Township

Five-Year Capital Improvement Plan

Current Funding

FUND 30 - Road Machine Capital Reserves

Budgeted Fund Bal. @ 12/31/2022 \$ **207,728**

Row Labels	'2022-2023	'2023-2024	'2024-2025	'2025-2026	'2026-2027
<i>Public Works</i>	62,500	6,250	62,500	15,000	150,000
Grand Total	62,500	6,250	62,500	15,000	150,000
<i>Remaining Rollover Balance</i>	232,546	313,613	338,431	410,749	348,066

American Rescue Plan Act of 2021

Row Labels	'2022-2023	'2023-2024	'2024-2025	'2025-2026	'2026-2027
<i>Administration</i>	167,500	67,500	20,000	-	-
<i>Parks & Recreation</i>	35,000	112,500	-	-	-
<i>Police Department</i>	127,500	197,500	-	-	-
<i>Public Works</i>	325,000	150,000	-	-	-
Grand Total	655,000	527,500	20,000	-	-
<i>Remaining Rollover Balance</i>	551,208	23,708	3,708	-	-



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

BOARD MOTION

Date: August 15, 2022

I MOVE THAT: The Board adopt the revised Township staff Organization Chart, per the attachments.

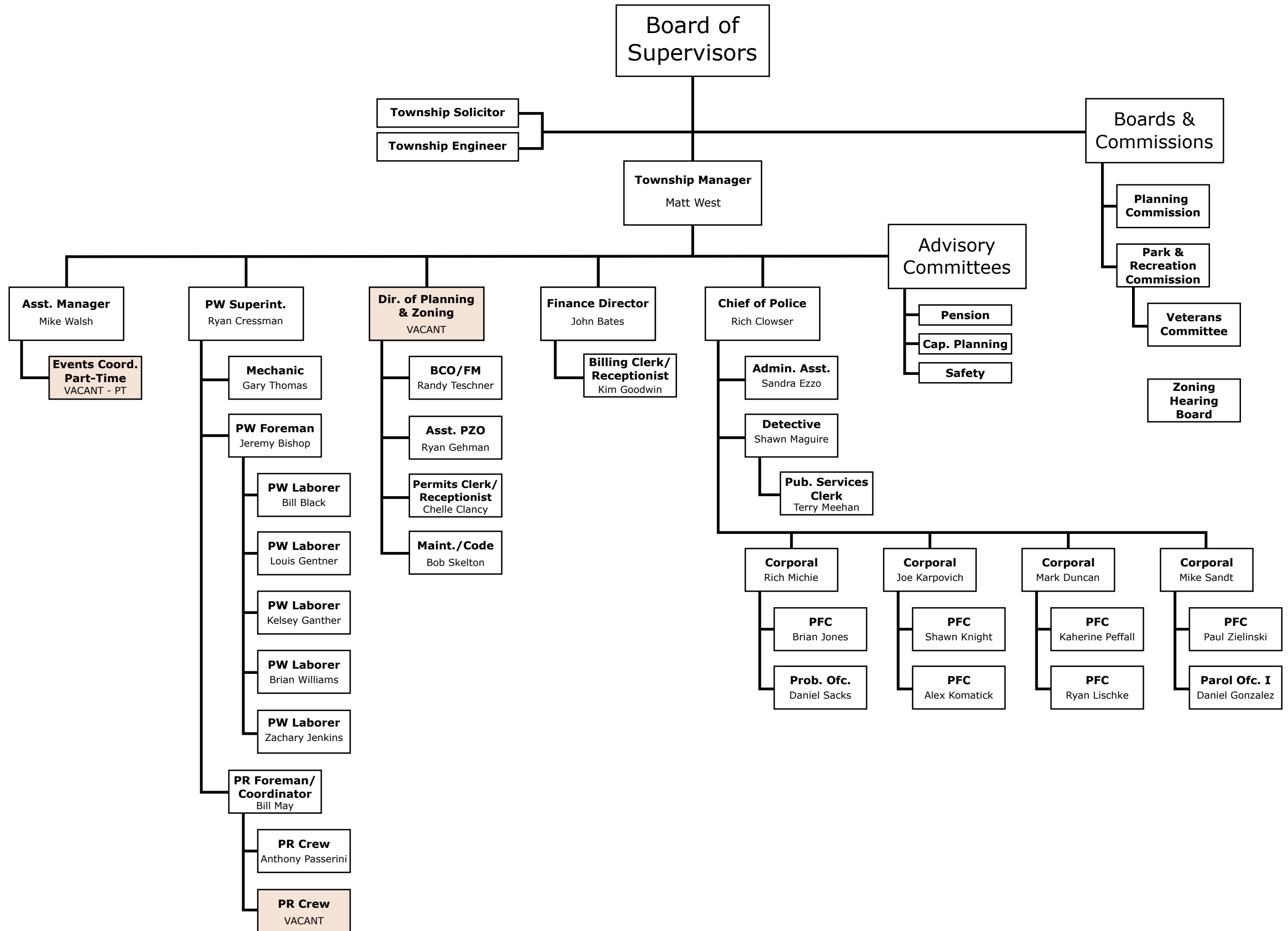
Presented By: _____

Seconded By: _____



Organization Chart

Approved - Currently Open



**Proposed Board Adoption:
August 15, 2022**



INFORMATION ITEMS



Township of New Britain

Office of Code Enforcement

July 2022

PERMITS ISSUED	46
ZONING	10
BUILDING INSPECTION	67
United electrical	15
OCCUPANCY INSPECTIONS	22
RE-INSPECTION	19
COMMERCIAL FIRE INSPECTIONS	5
FIRE CALLS (June 2022 Reports)	Total 18
CHALFONT	12 plus 2 with Hilltown & 3 with Dublin
DOYLESTOWN	0 (3 with Dublin)
DUBLIN	4
HILLTOWN	2 No Report Submitted

Chalfont Fire Company
 Chiefs Report - June 2022

Total # of Incidents - ; 31

Types of Calls

1. Fire	2
2. Rescue and Medical assist	1
3. Hazardous Conditions	2
4. Service calls	2
5. Good Intent Call	4
6. Alarm System Calls	20
7. Special Incident	0
8. Severe Weather	0

Total Staff Hours for Calls 133:09:00

Alarms per Municipality

Chalfont Boro	9
Hilltown Twp	1
New Britain Boro	2
Montgomery Twp	1
New Britain Twp	17
Warrington Twp	1

Training and Maintenance Drills 4

Total training hours 464 Total Available Points 35

TOTAL STAFF HRS FIRES AND TRAINING 597:09:00

Doylestown Fire Company No. 1



Doylestown, PA

This report was generated on 7/13/2022 1:56:47 PM

Incidents for Zone for Date Range

Zone(s): 48 - New Britain Township | Start Date: 06/01/2022 | End Date: 06/30/2022

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2022 - 9140	743 - Smoke detector activation, no fire - unintentional	06/01/2022	170 King RD	BC79,TW79
2022 - 9277	743 - Smoke detector activation, no fire - unintentional	06/03/2022	170 King RD	TW79
2022 - 10851	743 - Smoke detector activation, no fire - unintentional	06/28/2022	112 King RD	TW79,UT79

Total # Incidents: 3

Only REVIEWED incidents included.



Dublin Volunteer Fire Company

Month: **June 2022**

FIRE CALLS ANSWERED		OTHER PERTINENT INFORMATION	
Apartment	1		
Assists			
Engine		Time in Service	8 Hrs 31 Min
Field		Total Man Hours	62 Hrs 32 Min
Full Company		Average Call Length	18 Min
Ladder			
Rescue			
Squad	1		
Tanker		Total Personnel	196
Air Medical Evacuation		Average Personnel per Call	8
Alarm System	11		
Auto Extrication	1		
Auto Response	2	Borough/Township	
Barn			
Brush		Bedminister Township	7
Building	1	Dublin Borough	9
Chimney		East Rockhill Township	
CO Alarm		Hilltown Township	5
Control Burn		New Britain Township	4
Cover/Up	1	Plumstead Township	1
Cover/Up Assist		Nockamixon Township	1
Domestic Rescue		Chalfont Borough	
Dwelling		Springfield Township	
Extinghished Appliance	1	Tinicum Township	
Fuel Spill			
Fumes in Dwelling	2		
Garage			
Hazardous Material	1		
Investigation			
Med-A-Vac			
Rubbish			
Special Assignment	1		
Stand by Accident	3		
Van Fire	1		
Wires			
Total Number of Calls	27	Total Numbe of Calls	27

Signature of Chief

Garrett Nugent



New Britain Township

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

Permit List

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2022-12396-U01	07/20/2022	606 CHATHAM COURT	Use & Occupancy		Closed
2022-12438-U01	07/27/2022	847 LONGMEADOW COURT	Use & Occupancy		Closed
2022-12186-Z1	07/08/2022	204 W FAIRWOOD DRIVE	Zoning	Residential	Approved
2022-12269-Z1	07/27/2022	91 BARRY ROAD	Zoning		Approved
2022-12326-Z1	07/15/2022	529 W BUTLER AVENUE	Zoning		Approved
2022-12329-Z1	07/08/2022	202 DIANA DRIVE	Zoning		Approved
2022-12347-Z1	07/08/2022	123 GLEN DRIVE	Zoning		Approved
2022-12349-Z1	07/25/2022	49 CARTLANE CIRCLE	Zoning		Approved
2022-12379-Z1	07/27/2022	107 S LIMEKILN PIKE	Zoning		Approved
2022-12380-Z1	07/13/2022	4355 COUNTY LINE ROAD	Zoning		Processing
2022-12381-Z1	07/29/2022	207 PARK AVENUE	Zoning		Approved
2022-12399-Z1	07/14/2022	4373 COUNTY LINE ROAD	Zoning		Approved
2022-12389-F3	07/22/2022	4355 COUNTY LINE ROAD	Fire	Commercial	Approved
2022-12401-F4	07/25/2022	4275 COUNTY LINE ROAD	Fire	Commercial	Approved
2022-12018-M4	07/12/2022	9 PATRICIA LANE	Mechanical	Residential	Approved
2022-12360-M1	07/07/2022	38 TREWIGTOWN ROAD	Mechanical	Residential	Approved
2022-12362-M1	07/11/2022	145 WALTERS ROAD	Mechanical		Approved
2022-12366-M1	07/08/2022	513 W BUTLER AVENUE	Mechanical	Residential	Approved
2022-12375-M1	07/08/2022	246 INVERNESS CIRCLE	Mechanical	Residential	Approved
2022-12377-M1	07/08/2022	212 MOHEGAN STREET	Mechanical	Residential	Approved
2022-12400-M1	07/14/2022	110 CIRCLE DRIVE	Mechanical	Residential	Approved



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2022-12408-M1	07/19/2022	42 NEWVILLE ROAD	Mechanical	Residential	Approved
2022-12434-M1	07/28/2022	252 OLD LIMEKILN ROAD	Mechanical	Residential	Approved
2022-12435-M1	07/28/2022	832 LONGMEADOW DRIVE	Mechanical	Residential	Approved
2022-12439-M1	07/29/2022	32 EDINBORO CIRCLE	Mechanical	Residential	Approved
2022-12440-M1	07/28/2022	42 NEWVILLE ROAD	Mechanical		Approved
2022-12441-M1	07/28/2022	42 NEWVILLE ROAD	Mechanical		Approved
2022-12018-B2	07/12/2022	9 PATRICIA LANE	Building	Residential	Approved
2022-12183-B2	07/14/2022	30-32 MAPLE AVENUE	Building	Residential	Approved
2022-12186-B2	07/13/2022	204 W FAIRWOOD DRIVE	Building	Residential	Approved
2022-12308-B2	07/12/2022	321 MYSTIC VIEW CIRCLE	Building		Approved
2022-12310-B2	07/14/2022	385 STONYHILL DRIVE	Building		Approved
2022-12328-B2	07/13/2022	105 GLEN DRIVE	Building	Residential	Approved
2022-12363-B1	07/07/2022	59 WOODSIDE AVENUE	Building	Residential	Approved
2022-12373-B1	07/12/2022	117 HARRISON FORGE COURT	Building	Residential	Approved
2022-12388-B1	07/12/2022	229 HOLLY DRIVE	Building	Residential	Approved
2022-12389-B1	07/22/2022	4355 COUNTY LINE ROAD	Building	Commercial	Approved
2022-12401-B1	07/25/2022	4275 COUNTY LINE ROAD	Building	Commercial	Approved
2022-12018-E3	07/12/2022	9 PATRICIA LANE	Electrical	Residential	Approved
2022-12183-E3	07/14/2022	30-32 MAPLE AVENUE	Electrical	Residential	Approved
2022-12186-E3	07/13/2022	204 W FAIRWOOD DRIVE	Electrical	Residential	Approved
2022-12308-E3	07/12/2022	321 MYSTIC VIEW CIRCLE	Electrical		Approved



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2022-12364-E1	07/07/2022	38 TREWIGTOWN ROAD	Electrical	Residential	Approved
2022-12368-E1	07/07/2022	105 BARRY ROAD	Electrical	Residential	Closed
2022-12373-E2	07/12/2022	117 HARRISON FORGE COURT	Electrical	Residential	Approved
2022-12378-E1	07/12/2022	306 MILL RIDGE DRIVE	Electrical	Residential	Approved
2022-12387-E1	07/12/2022	302 MILL RIDGE DRIVE	Electrical	Residential	Approved
2022-12401-E2	07/25/2022	4275 COUNTY LINE ROAD	Electrical	Commercial	Approved
2022-12407-E1	07/19/2022	263 OLD LIMEKILN ROAD	Electrical	Residential	Approved
2022-12432-E1	07/26/2022	HAINES CRT	Electrical	Commercial	Approved
2022-12432-E2	07/26/2022	HAINES CRT	Electrical	Commercial	Approved
2022-12372-P1	07/08/2022	201 MOHEGAN STREET	Plumbing	Residential	Approved
2022-12373-P3	07/12/2022	117 HARRISON FORGE COURT	Plumbing	Residential	Approved
2022-12394-P1	07/14/2022	129 TAFT AVENUE	Plumbing	Residential	Approved
2022-12401-P3	07/25/2022	4275 COUNTY LINE ROAD	Plumbing	Commercial	Approved
2022-12409-P1	07/19/2022	103 INDIAN CREEK WAY	Plumbing	Residential	Approved
2022-12424-P1	07/25/2022	322 OLD LIMEKILN ROAD	Plumbing	Residential	Approved
2022-12334-RO1	07/14/2022	123 GLEN DRIVE	Road Occupancy	Residential	Approved
2022-12359-RO1	07/07/2022	117 NORTH LANE	Road Occupancy	Residential	Closed
2022-12361-RO1	07/07/2022	208 CAYUGA CIR	Road Occupancy	Residential	Approved
2022-12369-RO1	07/08/2022	NEWVILLE ROAD	Road Occupancy	Commercial	Approved
2022-12370-RO1	07/08/2022	CURLEY MILL ROAD	Road Occupancy	Commercial	Approved
2022-12371-RO1	07/08/2022	SELLERSVILLE ROAD	Road Occupancy	Commercial	Approved



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2022-12402-RO1	07/20/2022	58 SCHOOLHOUSE ROAD	Road Occupancy	Commercial	Approved
2022-12403-RO1	07/18/2022	12 SUNNYBROOK DRIVE	Road Occupancy	Residential	Approved
2022-12405-RO1	07/20/2022	TREWIGTOWN ROAD	Road Occupancy	Commercial	Approved
2022-12406-RO1	07/20/2022	BARCLAY ROAD	Road Occupancy	Commercial	Approved
2022-12423-RO1	07/25/2022	18 TERESA LANE	Road Occupancy	Residential	Approved
2022-12346-S1	07/28/2022	4309 COUNTY LINE ROAD	Sign		Approved
2019-9797-UO1	07/27/2022	1820 N LIMKILN PIKE	Use & Occupancy	Residential	Closed
2021-11392-UO7	07/06/2022	109 KING ROAD	Use & Occupancy	Residential	Approved
2021-11901-UO1	07/22/2022	117 NORTH LANE	Use & Occupancy	Residential	Closed
2022-11978-UO7	07/14/2022	300 MILL RIDGE DRIVE	Use & Occupancy	Residential	Closed
2022-12049-UO7	07/27/2022	15 PASTURE LANE	Use & Occupancy		Closed
2022-12225-UO1	07/19/2022	156 GALWAY CIRCLE	Use & Occupancy		Closed
2022-12293-UO1	07/25/2022	409 ANTHEM WAY	Use & Occupancy		Closed
2022-12294-UO1	07/11/2022	613 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12304-UO1	07/13/2022	50 CREEK ROAD	Use & Occupancy		Approved
2022-12311-UO1	07/21/2022	529 W BUTLER AVENUE	Use & Occupancy	Commercial	Approved
2022-12330-UO1	07/19/2022	4317 COUNTY LINE ROAD	Use & Occupancy		Closed
2022-12331-UO1	07/12/2022	4275 COUNTY LINE ROAD	Use & Occupancy	Commercial	Closed
2022-12348-UO1	07/27/2022	105 BARRY ROAD	Use & Occupancy		Closed
2022-12351-UO1	07/11/2022	136 TARTAN TERRACE	Use & Occupancy		Closed
2022-12352-UO1	07/05/2022	820 LONGMEADOW COURT	Use & Occupancy		Approved



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2022-12353-UO1	07/13/2022	236 HAMPSHIRE DRIVE	Use & Occupancy		Closed
2022-12354-UO1	07/13/2022	201 PEBBLE COURT	Use & Occupancy	Residential	Closed
2022-12356-UO1	07/12/2022	538 MEADOW ROAD	Use & Occupancy	Residential	Closed
2022-12367-UO1	07/26/2022	104 SUFFIELD COURT	Use & Occupancy	Residential	Closed
2022-12390-UO1	07/19/2022	184 UPPER CHURCH ROAD	Use & Occupancy		Closed
2022-12392-UO1	07/13/2022	803 ANTHEM WAY	Use & Occupancy		Closed
2022-12393-UO1	07/13/2022	720 ANTHEM WAY	Use & Occupancy		Approved
2022-12395-UO1	07/18/2022	22 PASTURE LANE	Use & Occupancy		Closed



New Britain Township Police Department

Monthly Report -

July 2022

Current Goals and Objectives:

Objective 1: Leadership Team Professional Development

Objective 2: Update and standardize policy and procedure

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

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

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

Result of Goals & Objectives:

Objective 1: Monthly one on ones with corporals.

Objective 2: 6% of policies complete 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 completed.

Significant Events:

Completed

- ◆ DUI Roving Details scheduled throughout July.
- ◆ Deployment of Traffic Speed Signs on Swamp Road (313) and Park Avenue
- ◆ Coordination and participation in July 4th Parade.
- ◆ Completed individual response to active assailant scenario training.
- ◆ Coffee with a cop at Bagel Barn.

Upcoming

- ◆ Additional DUI Roving Details scheduled throughout August.
- ◆ Participation in Doylestown Township National Night Out August 2nd.
- ◆ Police Officer Trading Cards.
- ◆ Part Time Police Services Clerk
- ◆ Shrine Festival Security Details—September 3,4,5, 10, & 11.



New Britain Township Police Department

Monthly Report -

July 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	2	3	-33.33%
Auto Theft	0	0	NA
Arson	0	0	NA
TOTALS	2	3	-33.33%

PART 2 CRIMES	28 DAY		
	2022	2021	% Change
Assaults (non-aggravated)\Harassment	1	4	-75%
Fraud	3	1	-200%
Vandalism/Criminal Mischief	0	2	-100%
Disorderly Conduct	0	1	-100%
Drug Violations	1	0	NA
Driving Under the Influence	1	2	-50%
Public Drunkenness	0	1	-100%
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	0	3	-100%
TOTALS	6	14	-57.14%

MOTOR VEHICLE ACCIDENTS	28 DAY		
	2022	2021	% Change
Total Accidents	17	18	-5.55%
Injury Accidents	3	4	-25%
Fatal Accidents	0	0	NA
Property Accidents	2	0	NA



New Britain Township Police Department

Monthly Report -

July 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	23	18	27.77%
Auto Theft	0	2	-100%
Arson	0	0	-100%
TOTALS	24	23	4.34%

PART 2 CRIMES	YTD		
	2022	2021	% Change
Assaults (non-aggravated)/Harassment	16	4	300%
Fraud	13	19	-31.57%
Vandalism/Criminal Mischief	5	14	-64.28%
Disorderly Conduct	1	8	-87.5%
Drug Violations	4	6	-33.33%
Driving Under the Influence	8	18	-55.55%
Public Drunkenness	2	2	0%
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	3	3	NA
TOTALS	55	74	-25.67%

MOTOR VEHICLE ACCIDENTS	YTD		
	2022	2021	% Change
Total Accidents	120	106	13.20%
Injury Accidents	23	20	15%
Fatal Accidents	0	0	NA
Property Accidents	14	7	100%



New Britain Township

Public Works

Departmental Report

Year: 2022

Month: July

- DRAINAGE:** We replaced/ repaired inlet tops along Cedar Hill Rd. in preparation for the 2022 road program. We replaced a cross pipe at #66 Cedar Hill Rd. 28" x 60'. We replaced driveway pipes at #489 and #527 Creek Rd. and also a cross pipe under the Pheasant Run walking trail.
- TWP. PROPERTY:** Road bank mowing continued, along with all open spaces and parks on an as needed basis due to high temps and no rainfall. Park and Rec. removed tree stumps at N. Branch Park, topsoiled and seeded excavated areas.
- STREET SIGNS:** We continued trimming for sign visibility, guiderails, and intersections.
- OTHER:** The annual 4th of July Parade was successful for another year. We interviewed 5 candidates for a new Laborer/Driver/Equip Operator position and are pleased to welcome Zach Jenkins to our crew, starting next month.

HOURS:

Drainage	178	Hrs.
Patching	99.5	Hrs.
Street Signs	15	Hrs.
Equipment Maint.	88.5	Hrs.
Twp. Property Maint.	235.5	Hrs.
Ballfield Maint.	28	Hrs.
Other	104.5	Hrs.



Parks & Recreation Monthly Report

August 2022

Next P&R Meeting(s)	September 20, 2022, 7PM.
Park & Recreation Advisory Board	Park & Recreation Advisory Board Chair resignation from July 19, 2022 meeting.
Fall Festival	Seeking Sponsor for Peacable Kingdom Petting Zoo (\$1200). <ul style="list-style-type: none">• Arrives 9AM, Open by 10AM. \$100 Deposit Required. Tiny Miracles Pet Rescue Invitation to attend event. Call for Volunteers.
Parks: Highlands	Awaiting Costars quotes for two (2) tot seat & hardware.
Parks: North Branch	Lyons Recreation Update: Miracle's production delays have not improved. Please see attached letter.
Parks: Veterans	Free Little Library potential installation date on Thursday, August 18, 2022 at 10:00AM with Park & Recreation Department & Cocca Family.
Park Field Use: Fall Season	Invitations to apply for Fall Field Rentals have been sent out to various Sports Organizations. Applications being received.



**P.O. BOX 53
STRATFORD, NJ 08084**

**877-808 -PLAY(7529)
fax: 856-302-1132
Info@lyonsrecreation.com
www.lyonsrecreation.com**

July 21, 2022

New Britain Township
207 Park Ave
Chalfont, PA 18914

RE: New Britain Township Playground Equipment

Dear Michelle Clancy:

I would like to take a moment and apologize for the disappointing lead times that we are currently facing. I would like to provide a brief explanation to the issues that we are experiencing regarding longer than normal lead times in the current environment when dealing the manufacturers that we represent. Due to the impact of COVID in the manufacturing plants, increased demand, and raw material shortages, the manufacturer is constantly experiencing delays which is putting them behind original schedule. The manufacturer is working around the clock to complete orders and ship. But, they too are facing issues such as labor shortages, equipment going down, and freight delays.

These delays are detrimental to our company, as well as, our relationship with our customers. As of today, the shipping report shows New Britain Township's order is due to be manufactured the week of September 23, 2022. With that being said, the date is subject to change.

Again, I apologize for the difficulties these delays may cause.

Sincerely,

Joel M. Lyons, Jr., Owner
Lyons Recreation
877-808-7529
888-324-3929
joel@lyonsrecreation.com