



Meeting Packet

**Board of Supervisors
September 26, 2022**



PRESENTATION ITEMS



September 16, 2022

Giovanni and Mario Spatola
403 W Butler Ave
Chalfont, PA 18914

Dear Giovanni and Mario,

We are in receipt of letters on your behalf from David Solan of SLM Commercial, Inc. dated 8/12/22 and 9/6/22. We also met in person the latest time on 8/17/22 at your restaurant. We have informed New Britain Township of our discussions and our inability to secure easements because of your requested terms.

As a result of the discussion with New Britain Township staff and professionals, we have agreed that County Builders will rescind our offer to complete a stormwater improvement on your property. This improvement was of no benefit to our project and was a good faith effort by us to improve the drainage problem created on your property onto your neighbor's property.

Further, we have moved our proposed sanitary sewer main off your property and into Butler Avenue. We are no longer requesting a utility easement.

New Britain Township and County Builders are committed to having sidewalk installed along Butler Avenue, including in front of your property. Enclosed is a revised plan showing a reduced 15-foot-wide sidewalk easement that is located entirely within the ultimate right of way. No underground utilities will be permitted within the easement. New Britain Township joins the request that you grant this reduced sidewalk-only easement. If you do so, we will install the sidewalk and restore the area of disturbance at our cost. We will not, however, accept maintenance or liability responsibilities of the sidewalk along your property.

If you do not grant the sidewalk easement, New Britain Township has informed us that they may proceed with condemnation of the 15' width along your property to facilitate installation of the sidewalk.

76 Griffith Miles Circle * PO Box 2579 Warminster, PA 18974
Phone (215) 675-3141 * Fax (215) 675-3880 www.countybuildersinc.com



We appreciate your response, as we expect to discuss this issue with the New Britain Township Board on September 26, 2022. We are available at 215-675-3141 if you have any questions or to discuss finalizing an agreement on the terms above.

Sincerely,

A handwritten signature in black ink that reads "Michael C. Meister".

Michael C. Meister
County Builders, Inc.

A handwritten signature in black ink that reads "Kevin Reilly".

Kevin Reilly, P.E.
County Builders, Inc.

Cc: David Solan, SLM Commercial, Inc.
Matt West, New Britain Township Manager
Jeffrey Garton, New Britain Township Solicitor
Craig Kennard, New Britain Township Engineer
Kellie McGowan, Obermayer



ACTION ITEMS



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

BOARD MOTION

Date: September 26, 2022

I MOVE THAT: The Board approve the minutes of the August 15, 2022 Workshop/Business Meeting and the September 12, 2022 Workshop Meeting of the New Britain Township Board of Supervisors.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: September 26, 2022

I MOVE THAT: The Board approve the Schedule of Bills dated September 16, 2022, in the amount of \$420,328.67, 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 Paid: Y Void: N
 Rcvd: N Held: N Aprv: N
 Bid: Y State: Y Other: Y Exempt: Y
 First Enc Date Range: First to 12/31/22
 Prior Year Only: N

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
1800H005	1 800 HEATERS INC	22000800	08/30/22	PERMIT REFUND	Open	25.00	0.00		
AASAL005	A & A SALES ASSOCIATES, LLC	22000733	08/07/22	UNIFORMS/PUBLIC WORKS	Open	3,746.68	0.00		
ALDER010	ALDERFER GLASS COMPANY	22000852	09/07/22	AUTO WINDSHIELD REPAIR	Open	75.00	0.00		
ANTHO030	ANTHONY PASSERINI	22000736	08/11/22	JAN - JUN 2022 CELL REIMB	Open	120.00	0.00		
AQUAP010	AQUA PENNSYLVANIA	22000825	09/01/22	FIRE HYDRANT RENTAL	Open	1,281.40	0.00		
ARMOU010	ARMOUR & SONS ELECTRIC I	22000772	08/18/22	TRAFFIC SIGNAL REPAIR	Open	287.50	0.00		
		22000814	08/23/22	TRAFFIC SIGNAL REPAIR	Open	1,168.74	0.00		
						1,456.24			
ASPIR005	ASPIRANT CONSULTING GROUP LLC	22000720	08/01/22	POLICY DEV AND ACCRED	Open	2,908.33	0.00		
ASSOC010	ASSOCIATED TRUCK PARTS	22000818	08/26/22	VEHICLE PARTS	Open	64.40	0.00		
ATTMO010	AT&T MOBILITY	22000771	08/13/22	MOBILE PHONE SERVICE	Open	382.74	0.00		
BEGLE005	BEGLEY CARLIN & MANDIO LLP	22000764	08/18/22	LEGAL EXPENSES	Open	4,988.00	0.00		
		22000792	08/26/22	LEGAL EXPENSES	Open	9,663.00	0.00		
						14,651.00			
BERGE010	BERGEY'S INC.	22000758	08/09/22	PARTS/REPAIRS	Open	78.31	0.00		
		22000790	08/17/22	PARTS/REPAIRS	Open	62.90	0.00		
		22000808	08/26/22	PARTS/REPAIRS	Open	103.53	0.00		
		22000830	08/29/22	PARTS/REPAIRS	Open	121.90	0.00		
						366.64			
BILLM010	BILL MITCHELL'S AUTO SERVICE I	22000802	08/29/22	EMISSION INSPECTION	Open	118.71	0.00		
		22000880	09/07/22	VEHICLE REPAIR 48-22	Open	135.80	0.00		
						254.51			
BKS CT	BKS CTY COURT REPORTERS, LLC	22000735	08/03/22	7/21/22 ZONING HEARING	Open	175.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
BRITT005	BRITTON INDUSTRIES	22000799	08/23/22	DEBRIS REMOVAL	Open	40.80	0.00		
BUCKS155	BUCKS BUBBLES	22000870	09/01/22	FALL FEST - FOAM PARTY	Open	1,400.00	0.00		
BUCKS120	BUCKS COUNTY TMA	22000759	08/01/22	TMA BUCKS MEMBERSHIP	Open	909.00	0.00		
BUCKS130	BUCKS MONT PARTY RENTAL	22000848	08/05/22	FALL FESTIVAL BALANCE	Open	112.28	0.00		
CRICH010	C. RICHARD MICHIE II	22000807	08/31/22	2022 MEDICAL REIMBURSEMENT	Open	676.70	0.00		
CENTR050	CENTRAL BUCKS SCHOOL DISTRICT	22000723	07/01/22	PARCEL 26-005-009	Open	4,075.47	0.00		
CHASE005	CHASE	22000727	08/01/22	INTEREST PAYMENT	Open	21,211.58	0.00		
CHOIC005	CHOICE MARKETING INC	22000776	08/19/22	POLICE TRADING CARDS	Open	1,434.45	0.00		
CLYDE005	CLYDE S. WALTON INC.	22000744	08/11/22	MECH. PERMIT REFUND	Open	25.00	0.00		
		22000752	08/15/22	MECH. PERMIT REFUND	Open	<u>25.00</u>	0.00		
						50.00			
COLON005	Colonial Oil Industries, Inc.	22000740	08/01/22	FUEL	Open	2,408.36	0.00		
COMCA010	COMCAST	22000750	08/06/22	CABLE/INTERNET	Open	547.13	0.00		
		22000779	08/09/22	CABLE/INTERNET	Open	306.16	0.00		
		22000827	08/25/22	CABLE/INTERNET	Open	18.40	0.00		
		22000864	09/06/22	CABLE/INTERNET	Open	<u>547.13</u>	0.00		
						1,418.82			
CONSE005	CONSERVATION RESOURCES LLC	22000721	08/04/22	GEO FILTER FABRIC	Open	455.00	0.00		
		22000863	08/24/22	FILTER FABRIC WALTERS CULVERT	Open	455.00	0.00		
		22000881	09/14/22	STRAW BALES	Open	<u>240.00</u>	0.00		
						1,150.00			
CORBE005	CORBETT, INC.	22000748	08/15/22	ADMIN PLANNING SERVICES	Open	14,675.00	0.00		
COSTC010	COSTCO MEMBERSHIP	22000745	08/12/22	SUPPLIES	Open	334.08	0.00		
COURI010	COURIER TIMES INC.	22000726	07/31/22	ADVERTISING	Open	399.15	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
DANIE020	DANIEL L. BEARDSLEY LTD.	22000835	08/29/22	EQUIP REPAIR	Open	687.15	0.00		
DANIE055	DANIEL SACKS	22000794	08/30/22	2022 MEDICAL REIMBURSEMENT	Open	282.18	0.00		
DEERC010	DEER COUNTRY FARM & LAWN INC.	22000819	08/24/22	MOWER REPAIR	Open	3,012.29	0.00		
DISPL015	Display and Sign Center Inc	22000765	08/18/22	FALL FEST BANNER	Open	95.00	0.00		
DSIME010	DSI MEDICAL SERVICES INC.	22000867	09/01/22	TESTING - DOT MRO BUNDLED	Open	57.71	0.00		
DVHIT010	DVHT	22000719	08/01/22	HEALTH INSURANCE	Open	64,856.57	0.00		
		22000874	09/01/22	HEALTH INSURANCE	Open	66,806.58	0.00		
						131,663.15			
EASTE010	EASTERN AUTOPARTS WAREHOU	22000834	08/31/22	AUTO PARTS	Open	1,651.02	0.00		
ECKER010	ECKERT SEAMANS CHERIN&MELLOTT	22000829	08/24/22	GENERAL LABOR	Open	6,439.00	0.00		
ERICB005	ERIC BAUMHER	22000730	08/09/22	DEED REGISTRATION REFUND	Open	10.00	0.00		
FDHAR010	F.D. HARTZEL SONS CO. INC.	22000815	08/25/22	CONCRETE - AIRY & SCHOOLHOUSE	Open	456.00	0.00		
FOLEY005	FOLEY INC	22000734	08/01/22	CATERPILLAR PARTS	Open	7,326.00	0.00		
		22000876	09/07/22	WALTERS RD CULV RENTAL	Open	8,616.62	0.00		
						15,942.62			
FPMAT005	FP MAILING SOLUTIONS	22000866	09/02/22	POSTAGE METER	Open	117.50	0.00		
GESTE010	G.E. STEEL INC.	22000717	07/31/22	TAX REFUND 26-005-048	Open	10.45	0.00		
GALLS010	GALLS, LLC	22000821	08/05/22	UNIFORM	Open	262.24	0.00		
		22000851	08/15/22	UNIFORM	Open	209.31	0.00		
						471.55			
GARDE010	GARDEN STATE HIGHWAY PRODUCTS	22000805	08/31/22	STREET SIGNS	Open	1,410.36	0.00		
GARYT005	GARY THOMAS	22000742	08/11/22	2022 MEDICAL REIMBURSEMENT	Open	100.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
GARYT005 GARY THOMAS Continued									
		22000844	09/07/22	2022 MEDICAL REIMBURSEMENT	Open	68.54	0.00		
						<u>168.54</u>			
GENER010 GENERAL CODE									
		22000824	08/19/22	CODE ANALYSIS	Open	1,006.57	0.00		
GEORG040 GEORGE ALLEN PORTABLE TOILETS									
		22000872	09/01/22	PORTABLE TOILETS/PARKS	Open	664.00	0.00		
GILMO010 GILMORE & ASSOCIATES INC.									
		22000763	08/18/22	ENGINEERING EXPENSES	Open	52,065.78	0.00		
		22000793	08/26/22	ENGINEERING EXPENSES	Open	43,753.68	0.00		
						<u>95,819.46</u>			
HKMAT010 H & K MATERIALS									
		22000761	08/06/22	DEBRIS REMOVAL	Open	1,113.96	0.00		
		22000806	08/20/22	MATERIALS	Open	1,134.65	0.00		
		22000854	08/27/22	MATERIALS	Open	1,275.51	0.00		
		22000868	09/01/22	MATERIALS - WALTERS RD CULV	Open	1,184.53	0.00		
						<u>4,708.65</u>			
HABER010 H.A. BERKHEIMER INC.									
		22000725	07/29/22	COMMISSION FEE JULY 2022	Open	2.73	0.00		
		22000862	08/31/22	COMMISSION FEE AUG 2022	Open	52.34	0.00		
						<u>55.07</u>			
HARLE015 HARLEYSVILLE PARTY RENTAL									
		22000849	08/04/22	FALL FESTIVAL BALANCE	Open	472.50	0.00		
HEACO010 HEACOCK LUMBER									
		22000816	08/25/22	LUMBER - OAK	Open	112.53	0.00		
HOMED010 HOME DEPOT CREDIT SERVICES									
		22000842	08/28/22	SUPPLIES	Open	248.48	0.00		
		22000843	08/28/22	SUPPLIES	Open	249.83	0.00		
						<u>498.31</u>			
IMADB005 IMAD BENJELLOUN									
		22000718	07/31/22	TAX REFUND 26-004-002-002	Open	57.42	0.00		
INTEG010 INTEGRATED TURF MANAGEMENT INC									
		22000739	08/02/22	POST EMERGENCE WEED CONTROL	Open	785.00	0.00		
JOHN045 JOHN BATES									
		22000731	08/11/22	2022 MEDICAL REIMBURSEMENT	Open	233.51	0.00		
KJDO0010 K.J. DOOR SERVICES INC.									
		22000773	08/23/22	PW DOOR MAINT	Open	1,388.00	0.00		
		22000856	09/02/22	PW DOOR MAINT	Open	638.00	0.00		
						<u>2,026.00</u>			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
KELSE005	KELSEY C. GANTHER	22000846	09/06/22	2022 MEDICAL REIMBURSEMENT	Open	297.35	0.00		
KENCO010	KENCO HYDRAULICS INC.	22000737	08/04/22	BACKHOE REPAIR	Open	204.51	0.00		
KEYBU005	KEY BUSINESS SOLUTIONS	22000755	08/17/22	POSTAGE METER	Open	15.00	0.00		
		22000812	08/23/22	INKJET CARTRIDGE	Open	132.36	0.00		
						147.36			
KEYST070	KEYSTONE TREE EXPERTS	22000747	08/01/22	TREE SPRAY #2	Open	200.00	0.00		
KIMG005	KIM GOODWIN	22000728	08/10/22	2022 ORTHO REIMBURSEMENT	Open	500.00	0.00		
		22000845	09/04/22	2022 MEDICAL REIMBURSEMENT	Open	252.91	0.00		
						752.91			
LANDI010	LANDIS BLOCK & CONCRETE	22000757	08/11/22	DRAINAGE SUPPLIES	Open	287.07	0.00		
		22000811	08/25/22	SHOP SUPPLIES	Open	61.50	0.00		
						348.57			
LAURA015	LAURA DAY	22000847	08/04/22	FALL FESTIVAL BALANCE	Open	300.00	0.00		
LENAP025	LENAPE VALLEY BASEBALL ASSOC.	22000858	09/01/22	SECURITY DEPOSIT RETURN	Open	150.00	0.00		
LENAP040	LENAPE VALLEY GIRLS SOFTBALL	22000860	09/01/22	OVERPAYMENT REFUND	Open	108.00	0.00		
LMGFA010	LMG FAMILY PRACTICE	22000754	08/02/22	PRE-EMPLOYMENT SCREENING	Open	155.00	0.00		
LOUIS005	LOUIS GENTNER	22000762	08/12/22	2022 MEDICAL REIMBURSEMENT	Open	50.00	0.00		
MWPRE005	M&W PRECAST, LLC	22000775	08/15/22	DRAINAGE SUPPLIES	Open	1,531.00	0.00		
		22000781	08/18/22	DRAINAGE SUPPLIES	Open	188.00	0.00		
						1,719.00			
MARIA015	MARIA CLANCY	22000743	08/10/22	2022 MEDICAL REIMBURSEMENT	Open	188.00	0.00		
		22000795	08/26/22	2022 MEDICAL REIMBURSEMENT	Open	75.00	0.00		
						263.00			
MATTH065	MATTHEW WEST	22000878	09/15/22	2022 MEDICAL REIMBURSEMENT	Open	312.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
MCDON010 MCDONALD UNIFORM COMPANY									
		22000760	08/17/22	UNIFORM	Open	4,757.87	0.00		
		22000774	08/16/22	UNIFORM	Open	200.70	0.00		
		22000820	08/24/22	UNIFORM	Open	132.71	0.00		
		22000850	08/31/22	UNIFORM	Open	434.71	0.00		
						<u>5,525.99</u>			
MERCK010 MERCK SHARP & DOHME FCU									
		22000859	09/01/22	RETURN SECURITY DEPOSIT	Open	50.00	0.00		
MICHA170 MICHAEL WALSH									
		22000823	08/31/22	2022 MEDICAL REIMBURSEMENT	Open	121.66	0.00		
MUNIL005 MUNILOGIC									
		22000853	09/07/22	FEE SCHEDULE UPDATE	Open	210.00	0.00		
NORTH050 NORTH PENN WATER AUTHORIT									
		22000798	08/19/22	WATER	Open	182.10	0.00		
NYCOC010 NYCO CORPORATION									
		22000809	08/23/22	PARTS FOR EQUIPMENT	Open	72.26	0.00		
PA MUN PA MUNICIPAL LEAGUE									
		22000749	08/10/22	PELRAS DUES	Open	450.00	0.00		
PENNS020 PA ONE CALL SYSTEM, INC.									
		22000837	08/31/22	PA ONE CALLS	Open	77.70	0.00		
PEACE025 PEACEABLE KINGDOM PETTING ZOO									
		22000766	08/18/22	2022 FALL FEST DEPOSIT	Open	100.00	0.00		
		22000869	09/12/22	2022 FALL FEST BALANCE	Open	1,100.00	0.00		
						<u>1,200.00</u>			
PECOE020 PECO ENERGY-PAYMENT PROCESSING									
		22000724	08/05/22	ELECTRIC	Open	54.70	0.00		
		22000746	08/10/22	ELECTRIC	Open	508.50	0.00		
		22000769	08/18/22	ELECTRIC	Open	1,631.03	0.00		
		22000780	08/17/22	ELECTRIC	Open	75.87	0.00		
		22000797	08/24/22	ELECTRIC	Open	171.48	0.00		
		22000826	08/26/22	ELECTRIC	Open	16.54	0.00		
		22000833	08/30/22	ELECTRIC	Open	442.31	0.00		
		22000865	09/08/22	ELECTRIC	Open	222.12	0.00		
		22000875	09/09/22	ELECTRIC	Open	325.93	0.00		
						<u>3,448.48</u>			
PENNP005 PENN POWER GROUP									
		22000782	08/16/22	GENERATOR SERVICE	Open	1,098.00	0.00		
POWER005 PowerDMS, Inc.									
		22000873	09/01/22	PDMS PROFESSIONAL	Open	5,566.50	0.00		
PSATS020 PSATS									
		22000871	09/14/22	MCCABE SOUTHEAST 2022 REGIONAL	Open	99.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
PSIPE005	PSI PERSONNEL LLC	22000877	09/09/22	M. YOUNG TEMP STAFFING	Open	1,405.81	0.00		
READY005	READY REFRESH BY NESTLE	22000732	08/06/22	BOTTLED WATER	Open	316.43	0.00		
		22000756	08/06/22	BOTTLED WATER	Open	50.96	0.00		
						367.39			
REPUB005	REPUBLIC SERVICES #320	22000778	08/15/22	TRASH SERVICES	Open	726.86	0.00		
RIGGI010	RIGGINS INC.	22000741	08/05/22	FUEL	Open	6,039.41	0.00		
		22000783	08/18/22	POLICE FUEL	Open	3,740.78	0.00		
		22000857	09/01/22	PW DIESEL	Open	4,372.29	0.00		
						14,152.48			
SERVI010	SERVICE TIRE TRUCK CENTERS	22000801	08/26/22	TIRES 48-05	Open	476.00	0.00		
SOSME005	SOSMETAL PRODUCTS INC.	22000810	08/25/22	SHOP SUPPLIES	Open	67.52	0.00		
STAND020	STANDARD DIGITAL IMAGING	22000784	08/17/22	TONER CARTRIDGE	Open	61.50	0.00		
		22000840	08/30/22	TONER CARTRIDGE	Open	61.50	0.00		
						123.00			
STAND015	STANDARD DIGITAL LEASING	22000777	08/20/22	ADMIN COPIER	Open	489.02	0.00		
STAPL015	STAPLES	22000715	07/30/22	PH1014902	Open	47.10	0.00		
		22000822	08/27/22	OFFICE SUPPLIES	Open	300.54	0.00		
						347.64			
STEPH055	STEPHEN PIRRELLO	22000831	09/01/22	FALL FEST REIMBURSEMENT	Open	202.30	0.00		
SUNBE005	SUNBELT RENTALS, INC.	22000791	08/18/22	AUGER RENTAL	Open	60.81	0.00		
TDAME010	TD AMERITRADE INSTITUTIONAL	22000768	08/24/22	EMPLOYEE PENSION CONTRIBUTIONS	Open	9,835.43	0.00		
TELF0005	TELFORD RECYCLING & MATERIALS	22000722	08/03/22	DEBRIS REMOVAL	Open	345.00	0.00		
THOMP010	THOMPSON NETWORKS	22000770	08/24/22	MONTHLY HELP DESK SERVICES	Open	1,341.00	0.00		
TRIPL005	TRIPLE CROWN PRODUCTS	22000817	08/25/22	UNIFORMS	Open	150.45	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
TRIPLE005 TRIPLE CROWN PRODUCTS									
					Continued				
22000855	09/01/22	UNIFORMS	Open		153.75	0.00			
						304.20			
TUSTI005 TUSTIN WATER SOLUTIONS									
22000753	08/02/22	WATER TREATMENT MAINT	Open		256.00	0.00			
UNITE010 UNITED INSPECTION AGENCY INC.									
22000751	08/10/22	OUTSIDE INSPECTIONS	Open		1,375.00	0.00			
22000786	08/25/22	OUTSIDE INSPECTIONS	Open		150.00	0.00			
22000789	08/17/22	OUTSIDE INSPECTIONS	Open		1,250.00	0.00			
22000804	08/24/22	OUTSIDE INSPECTIONS	Open		625.00	0.00			
22000839	08/31/22	OUTSIDE INSPECTIONS	Open		1,740.00	0.00			
22000879	09/07/22	OUTSIDE INSPECTIONS	Open		945.00	0.00			
						6,085.00			
UNIVE015 UNIVEST BANK									
22000838	08/30/22	PRINCIPAL	Open		2,163.26	0.00			
VERIZ010 VERIZON									
22000738	08/01/22	INTERNET	Open		110.99	0.00			
22000767	08/12/22	FIOS SERVICES/EQUIP	Open		22.30	0.00			
22000832	08/05/22	POLICE INTERNET	Open		160.58	0.00			
22000841	08/27/22	INTERNET	Open		110.99	0.00			
						404.86			
VERIZ050 VERIZON WIRELESS									
22000788	08/19/22	POLICE WIRELESS SERVICE	Open		480.12	0.00			
22000796	08/19/22	POLICE WIRELESS SERVICE	Open		136.31	0.00			
22000828	08/23/22	POLICE WIRELESS SERVICE	Open		25.02	0.00			
						641.45			
VOLPE005 VOLPE ENTERPRISES									
22000813	08/29/22	REFUND PERMIT	Open		28.25	0.00			
WEHRU010 WEHRUNG'S									
22000716	07/31/22	MATERIALS	Open		4.84	0.00			
22000836	08/31/22	MATERIALS	Open		59.38	0.00			
						64.22			
WILLI010 WILLIAM A. MAY									
22000787	08/24/22	2022 MEDICAL REIMBURSEMENT	Open		187.66	0.00			
WILLO010 WILLOW TREE & LANDSCAPE SERVIC									
22000785	08/16/22	TREE REMOVAL	Open		3,850.00	0.00			
22000803	08/30/22	TREE REMOVAL	Open		1,950.00	0.00			
						5,800.00			
WITME010 WITMER PUBLIC SAFETY GROUP, INC									
22000729	07/31/22	UNIFORM	Open		27.95	0.00			
WMORR005 WM. ORR & SONS INC.									
22000861	08/23/22	CULVERT GUIDE RAIL	Open		6,600.00	0.00			

Vendor #	Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type

Total Purchase Orders:	167	Total P.O. Line Items:	0	Total List Amount:	420,328.67	Total Void Amount:	0.00
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**EXPENDITURES PREVIEW
APPROVAL**

NBT BOARD OF SUPERVISORS

**APPROVED BY THE BOARD OF
SUPERVISORS**

Attest: _____

Date: _____



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

BOARD MOTION

Date: September 26, 2022

I MOVE THAT: The Board approve all items on the consent agenda, dated September 26, 2022, per the attachment.

Presented By: _____

Seconded By: _____

Consent Agenda Items for the Next Meeting (09/26/2022)

1. RAO Group has executed a Professional Services Agreement for Subdivision and/or Land Development for 545 West Butler Avenue, TMP #26-006-101-001, with corresponding legal and engineering escrow of \$5,000.00.
2. Brian & Barrie Ciccone have executed a Professional Services Agreement for an inground swimming pool for 555 New Galena Road, TMP #26-003-114-002, with corresponding legal and engineering escrow of \$5,000.00.
3. Jason and Constance Smeland have executed a Professional Services Agreement for an addition for 117 Glen Drive, TMP #26-031-003, with corresponding legal and engineering escrow of \$5,000.00.
4. Kellie Lynn Richardson have executed a Professional Services Agreement for an inground swimming pool for 502 New Galena Road, TMP #26-001-094-002, with corresponding legal and engineering escrow of \$5,000.00.
5. Prestige Property Partners, LLC has executed a Professional Services Agreement for Subdivision and/or Land Development for 137 S Limekiln Pike, TMP #26-010-027, with corresponding legal and engineering escrow of \$10,000.
6. Richard and Rebecca Bevilacqua have executed a Stormwater Facilities Operations and Maintenance Agreement for 437 Creek Road, TMP #26-011-038, with a Stormwater BMP maintenance fee of \$675.00.
7. Richard and Rebecca Bevilacqua have executed a Declaration of Conservation Easement Agreement for 437 Creek Road, TMP #26-011-038.
8. Butler Pike Properties LP have executed a Memorandum of Development Agreement for 409 West Butler Avenue, TMP #26-005-023.
9. Jay Mata Di Hospitality, LLC has executed a Deed of Easement Agreement for 413 West Butler Avenue, TMP #26-005-024.
10. Edward Mortimer has executed a Professional Services Agreement for Subdivision and/or Land Development for 55 Curley Mill Road, TMP #26-001-092, with corresponding legal and engineering escrow of \$10,000.00.
11. 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.

12. Butler Pike Properties LP have executed a First Amendment to Development Agreement for 409 West Butler Avenue, TMP #26-005-023.

NEW BRITAIN TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, A.D., 2022, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as “**Township**”) **RAO GROUP**, 3070 Bristol Pike, #2-231, Bensalem, PA 19020 (hereafter referred to as “**Developer**”).

WITNESSETH:

WHEREAS, the Developer is the applicant for Subdivision and/or Land Development of certain real estate bearing Bucks County Tax Map Parcel No. 26-006-101-001 located at 545 W Butler Ave and

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

6. The Developer and the Township further agree that all fees or costs arising out of

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

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

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

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

Development and Financial Security Agreements may incorporate or replace the party's agreement and Escrow Fund established under this contract.

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

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

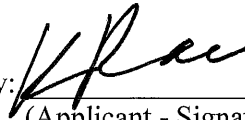
FOR NEW BRITAIN TOWNSHIP:

ATTEST:

Krunal Rao
(Applicant - Print Name)

(Applicant - Print Name)

Matt West, Township Manager

By: 
(Applicant - Signature(s))

By: _____
(Applicant - Signature(s))

NEW BRITAIN TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT
(PERMITS)

THIS AGREEMENT made this 9th day of August, A.D., 2022, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “**Township**”) and **Brian & Barrie Ciccone** 555 New Galena Rd, Chalfont, PA 18914 (hereinafter referred to as “**Developer**”).

WITNESSETH:

WHEREAS, Developer is the applicant for zoning, building, and/or use & occupancy permits concerning certain real estate located at **555 New Galena Rd**, also known as Bucks County Tax Map Parcel No(s). **26-003-114-002** (hereinafter referred to as the “**Property**”); and

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

3. Developer shall pay: (a) any and all engineering charges and fees for the review and/or preparation of any and all plans, documents, correspondence, or other materials and matters or issues related to the Plans and/or Project by the Township Engineer; (b) any and all charges and fees for the inspection, monitoring, and/or testing concerning the Project performed in order to insure compliance with all applicable ordinances of the Township or other applicable rules, regulations and statutes; (c) any and all legal charges and fees for the review and/or preparation of any and all plans, documents, correspondence, or other materials and matters or issues related to the Plans and/or Project by the Township Solicitor; and (d) a monthly administrative charge of 10% of billed expenses that are incurred by the Township by reason of this Contract. All charges and fees shall be paid by Developer as required by the Township and in accordance with Paragraph

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

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

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

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

7. In the event Developer fails to provide sufficient funds for the Escrow Account as required under this Agreement upon fifteen (15) days written notice to Developer or fails make the initial deposit payment described above within five (5) days of the date of this Agreement,

Developer shall be in default of this Agreement.

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

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

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

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

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

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

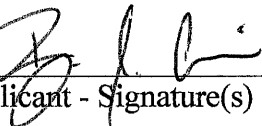
IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused their signatures to be affixed and have affixed their hand and seals the day and year first above written.

FOR NEW BRITAIN TOWNSHIP:


Matt West, Township Manager

FOR APPLICANT:

Brian J. Ciccone
(Applicant - Print Name)

By: 
(Applicant - Signature(s))

BARRIE CICCONE
(Applicant - Print Name)

By: 
(Applicant - Signature(s))

NEW BRITAIN TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT
(PERMITS)

THIS AGREEMENT made this ____ day of _____, A.D., 20___, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “**Township**”) and **Jason and Constance Smeland** of **117 Glen Drive, Chalfont, PA 18914** (hereinafter referred to as “**Developer**”).

WITNESSETH:

WHEREAS, Developer is the applicant for zoning, building, and/or use & occupancy permits concerning certain real estate located at **117 Glen Drive, Chalfont, PA 18914**, also known as Bucks County Tax Map Parcel No(s). **26-031-003** (hereinafter referred to as the “**Property**”); and

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

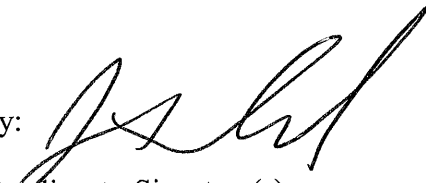
FOR NEW BRITAIN TOWNSHIP:

Michael Walsh, Assistant Township Manager

FOR APPLICANT:

JASON SMELAND

(Applicant - Print Name)

By: 

(Applicant - Signature(s))

Connie Smeland

(Applicant - Print Name)

By: 

(Applicant - Signature(s))

NEW BRITAIN TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT
(PERMITS)

THIS AGREEMENT made this 16th day of August, A.D., 2022, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “**Township**”) and **Kellie Lynn Richardson** 502 New Galena Rd, Chalfont, PA 18914 (hereinafter referred to as “**Developer**”).

W I T N E S S E T H:

WHEREAS, Developer is the applicant for zoning, building, and/or use & occupancy permits concerning certain real estate located at **502 New Galena Rd**, also known as Bucks County Tax Map Parcel No(s). **26-001-094-002** (hereinafter referred to as the “**Property**”); and

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

3. Developer shall pay: (a) any and all engineering charges and fees for the review and/or preparation of any and all plans, documents, correspondence, or other materials and matters or issues related to the Plans and/or Project by the Township Engineer; (b) any and all charges and fees for the inspection, monitoring, and/or testing concerning the Project performed in order to insure compliance with all applicable ordinances of the Township or other applicable rules, regulations and statutes; (c) any and all legal charges and fees for the review and/or preparation of any and all plans, documents, correspondence, or other materials and matters or issues related to the Plans and/or Project by the Township Solicitor; and (d) a monthly administrative charge of 10% of billed expenses that are incurred by the Township by reason of this Contract. All charges and fees shall be paid by Developer as required by the Township and in accordance with Paragraph

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

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

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

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

7. In the event Developer fails to provide sufficient funds for the Escrow Account as required under this Agreement upon fifteen (15) days written notice to Developer or fails make the initial deposit payment described above within five (5) days of the date of this Agreement,

Developer shall be in default of this Agreement.

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

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

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

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

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

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

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

FOR NEW BRITAIN TOWNSHIP:

Matt West, Township Manager

FOR APPLICANT:

Kellie L. Richardson
(Applicant - Print Name)

By: Kellie Richardson
(Applicant - Signature(s))

(Applicant - Print Name)

By: _____
(Applicant - Signature(s))

NEW BRITAIN TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, A.D., 2022, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as “**Township**”) **PRESTIGE PROPERTY PARTNERS, LLC**, 1126 Horsham Rd, Maple Glen, PA 19002 (hereafter referred to as “**Developer**”).

WITNESSETH:

WHEREAS, the Developer is the applicant for Subdivision and/or Land Development of certain real estate bearing Bucks County Tax Map Parcel No. 26-010-027 located at 137 South Limekiln Pike and

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. The Developer and Township hereby authorize and direct the Township’s consulting engineer or his designee(s) (hereinafter referred to as “**Engineer**”) to review the

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

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

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

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

4. The Developer hereby agrees to deposit with the Township the sum of **Ten-Thousand Dollars (\$10,000.00)** payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank as security for the payment of all costs and expenses, charges and fees as set forth in Paragraph 3 above, upon execution of this Agreement, which shall be held in a non-interest-bearing account by the Township.

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR NEW BRITAIN TOWNSHIP:

ATTEST:

Matt West, Township Manager

James O'Angelo

(Applicant - Print Name)

By: [Signature]

(Applicant - Signature(s))

(Applicant - Print Name)

By: _____
(Applicant - Signature(s))

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
P.O. Box 308
Langhorne, PA 19047

TMP # 26-011-038

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 10 day of August, A.D., 2022, by **RICHARD AND REBECCA BEVILACQUA**, adult individuals with a mailing address at 221 Hampshire Drive, Sellersville, PA 18960 (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 2.74 acres, which is a vacant lot located along Creek Road, southwest of the intersection with Cheese Factory Road, within the WS Watershed Zoning District, Chalfont, Pennsylvania, also known as Bucks County Tax Parcel No. 26-011-038 (hereinafter referred to as the "**Property**"); and

WHEREAS, Landowner submitted a Plot Plan Approval for the Property pursuant to plans entitled the Grading & Plot Plan for Richard & Rebecca Bevilacqua, prepared by Lenape Valley Engineering, consisting of five (5) sheets, dated April 14, 2022, last revised June 15, 2022, the Bevilacqua Residence Stormwater Management Report, as prepared by Lenape Valley Engineering dated April 16, 2022, and a Resource Conservation Easement Across Tax Parcel 26-011-038, as prepared by JMD Surveying, LLC, dated July 12, 2022; said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the "**Plan**"); and

WHEREAS, Landowner is proceeding to construct a new 2,042-square-foot dwelling with a detached garage on the Property in accordance with the Plan; and

WHEREAS, the Township, though the implementation of stormwater management regulations, requires that the Stormwater Management Facilities as shown on the Plan be constructed and adequately maintained by Landowner, 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 Six Hundred Seventy Five Dollars and No Cents (\$675.00) 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, Richard and Rebecca Bevilacqua, 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.

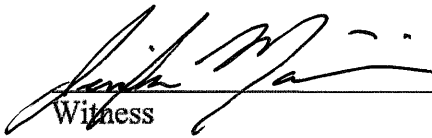
29. In the event that any of the provisions of this Agreement should, for any reason whatsoever, not be noted or recited in any subsequent deed for the Property or any portion thereof, such terms, conditions and restrictions shall attach to the Property or any portion thereof under and pursuant to this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

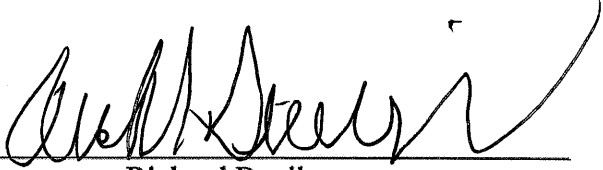
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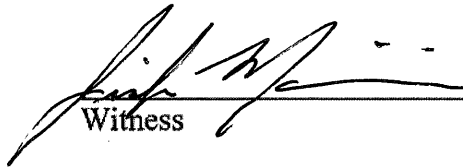
**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
Richard and Rebecca Bevilacqua
(Signatures)**


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:


Witness

By: 
Richard Bevilacqua


Witness

By: 
Rebecca Bevilacqua

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

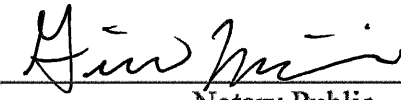
**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
Richard and Rebecca Bevilacqua
(Acknowledgments)**

BY LANDOWNER

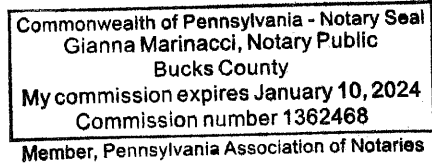
COMMONWEALTH OF PENNSYLVANIA :
: **SS.**
COUNTY OF BUCKS _____ :

On this 10 day of August, 2022, before me a Notary Public, personally appeared **RICHARD BEVILACQUA and REBECCA BEVILACQUA** who executed the foregoing instrument for the purposes therein contained.

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



Notary Public (SEAL)



BY TOWNSHIP

COMMONWEALTH OF PENNSYLVANIA :
: **SS.**
COUNTY OF BUCKS _____ :

On this _____ day of _____, 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)

**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
P.O. Box 308
Langhorne, PA 19047**

TMP # 26-011-038

DECLARATION OF CONSERVATION EASEMENT

THIS DECLARATION OF CONSERVATION EASEMENT ("Declaration") is made this 10 day AUGUST, 2022, by RICHARD and REBECCA BEVILACQUA (hereinafter referred to as "Declarants").

BACKGROUND

A. Declarants are the owners of certain real property consisting of 2.74 acres which is a vacant lot located along Creek Road, southwest of the intersection with Cheese Factory Road, within the WS Watershed Zoning District, New Britain Township, Bucks County, PA, being Tax Map Parcel No. 26-011-038 (the "Property").

B. Declarants, with approval from New Britain Township, propose to construct a new 2,042-square-foot dwelling with a detached garage on the Property, as shown on a plan entitled "Grading & Plot Plan for Richard & Rebecca Bevilacqua" prepared by Lenape Valley Engineering, consisting of five (5) sheets dated April 14, 2022, last revised June 15, 2022, the Bevilacqua Residence Stormwater Management Report, as prepared by Lenape Valley Engineering dated April 16, 2022 and a Resource Conservation Easement Across Tax Parcel 26-011-038, as prepared by JMD Surveying, LLC, dated July 12, 2022, incorporated herein and made a part hereof by reference ("Plan").

C. Declarants desire to limit the use and disturbance of the Conservation Area as set forth herein below as shown on the Plan, and as further described in the metes and bounds prepared by JDM Surveying, LLC, dated July 12, 2022, attached hereto and made a part hereof as "Exhibit A".

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

WHEREFORE, Declarants, for themselves, their successors and assigns, and intending to be legally bound, declare and provide as follows:

1. COVENANTS.

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

2. SUBDIVISION.

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

3. GOVERNING LAW.

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

4. RECORDING.

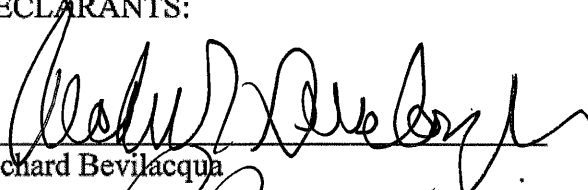
This Declaration shall be recorded in the Office of the Recorder of Deeds for Bucks County, Pennsylvania. Declarants intend and declare that the covenants contained herein shall run with and be appurtenant to title to the Property and shall be a burden upon the Property and shall bind Declarants' successors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

5. ENFORCEMENT.

The owner(s) shall at all times have the right, but not the obligation, to enforce by any proceeding at law or in equity, the covenants contained in this Declaration.

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

DECLARANTS:


Richard Bevilacqua

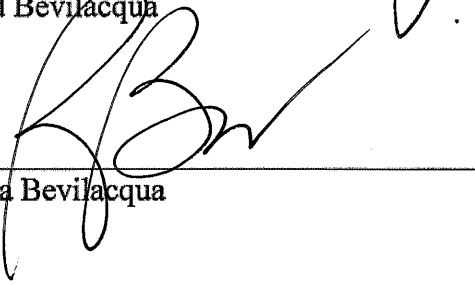

Rebecca Bevilacqua

EXHIBIT "A"

Legal Description

JMD Surveying, LLC

437 Buchanan Road
Perkasie, PA 18944

July 12, 2022

DESCRIPTION OF PROPERTY
NEW BRITAIN TOWNSHIP,
BUCKS COUNTY, PENNSYLVANIA

Resource Conservation Easement
Across Tax Parcel 26-011-038

All that certain parcel of land located on the southeasterly side of Creek Road (T-405)(60' Ultimate Right of Way) in the Township of New Britain, County of Bucks, in the Commonwealth of Pennsylvania, being a Resource Conservation Easement across Tax Parcel 26-011-038, lands now or formerly of Richard and Rebecca Bevilaqua, and being more particularly bounded and described as follows:

Beginning at a point on the southeasterly Ultimate Right of Way of Creek Road, said point being on a northeasterly line of Tax Parcel 26-011-037, lands now or formerly of Harvey and Joyce Lindenmuth, and from said point of beginning, running thence-

- 1) N 42°50'11"E, 155.25 feet, along the southeasterly Ultimate Right of Way of Creek Road, to a point, thence-
- 2) S 54°00'52"E, 30.34 feet, across Tax Parcel 26-011-038 to a point, thence-
- 3) S 45°24'32"E, 49.62 feet, across the same to a point, thence-
- 4) S 31°08'33"E, 44.18 feet, across the same to a point of curvature, thence-
- 5) Southeastwardly, along a curve to the left, having a radius of 10.00 feet, an arc length of 15.19 feet and having a chord bearing of S76°31'25"E with a chord length of 13.77 feet, across the same to a point of tangency, thence-
- 6) N59°57'45"E, 50.50 feet, across the same to a point of curvature, thence-
- 7) Southeastwardly, along a curve to the right, having a radius of 10.00 feet, an arc length of 18.08 feet and having a chord bearing of S68°13'45"E with a chord length of 15.72 feet, across the same to a point of tangency, thence-
- 8) S 16°25'14"E, 48.64 feet, across the same to a point of curvature, thence-
- 9) Southwestwardly, along a curve to the right, having a radius of 10.00 feet, an arc length of 11.50 feet and having a chord bearing of S16°31'20"W with a chord length of 10.88 feet, across the same to a point of tangency, thence-
- 10) S49°27'54"W, 53.96 feet, across the same to a point of curvature, thence-
- 11) Southeastwardly, along a curve to the left, having a radius of 38.00 feet, an arc length of 61.34 feet and having a chord bearing of S03°13'19"W with a chord length of 54.89 feet, across the same to a point of tangency, thence-

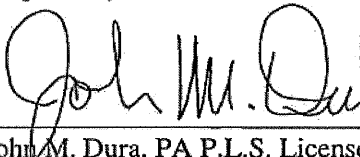
- 12) S43°01'17"E, 14.31 feet, across the same to a point of curvature, thence-
- 13) Northeastwardly, along a curve to the left, having a radius of 50.00 feet, an arc length of 72.28 feet and having a chord bearing of S84°26'10"E with a chord length of 66.15 feet, across the same to a point of tangency, thence
- 14) N54°08'56"E, 44.61 feet, across the same to a point, thence-
- 15) N20°59'26"W, 15.84 feet, across the same to a point, thence-
- 16) N43°15'00"E, 50.85 feet, across the same to a point, thence-
- 17) N46°45'00"W, 21.43 feet, across the same to a point, thence-
- 18) N43°15'00"E, 2.50 feet, across the same to a point of curvature, thence-
- 19) Northwestwardly, along a curve to the left, having a radius of 10.00 feet, an arc length of 15.71 feet and having a chord bearing of N01°45'00"W with a chord length of 14.14 feet, across the same to a point of tangency, thence-
- 20) N46°45'00"W, 12.74 feet, across the same to a point of curvature, thence-
- 21) Southwestwardly, along a curve to the left, having a radius of 10.00 feet, an arc length of 15.71 feet and having a chord bearing of S88°15'00"W with a chord length of 14.14 feet, across the same to a point of tangency, thence-
- 22) S43°15'00"W, 8.75 feet, across the same to a point of curvature, thence-
- 23) Southwestwardly, along a curve to the right, having a radius of 10.00 feet, an arc length of 16.18 feet and having a chord bearing of S89°35'52"E with a chord length of 14.47 feet, across the same to a point of compound curvature, thence-
- 24) Northwestwardly, along a curve to the right, having a radius of 94.85 feet, an arc length of 70.02 feet and having a chord bearing of N22°54'15"W with a chord length of 68.44 feet, across the same to a point of tangency, thence-
- 25) N01°45'16"W, 54.53 feet, across the same to a point of curvature, thence-
- 26) Northwestwardly, along a curve to the left, having a radius of 65.15 feet, an arc length of 51.16 feet and having a chord bearing of N24°15'08"W with a chord length of 49.86 feet, across the same to a point of tangency, thence-
- 27) N43°15'00"E, 4.85 feet, across the same to a point on the southwesterly line of Tax Parcel 26-011-039, lands now or formerly of Florence A. Coleman, thence-
- 28) S46°45'00"E, 314.49 feet, along the southwesterly line of said Tax Parcel 26-011-039 to a point in the northwesterly line of Tax Parcel 26-011-040, other lands now or formerly of Florence A. Coleman, thence-
- 29) S43°15'00"W, 292.00 feet, along the northwesterly line of said Tax Parcel 26-011-040 to a point on the aforementioned northeasterly line of Tax Parcel 26-011-037, thence-

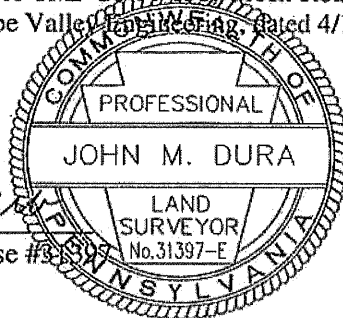
30) N46°45'00"W, 401.99 feet along the northwesterly line of said Tax Parcel to a point on the aforementioned southeasterly Ultimate Right of Way of Creek Road, said point being the first mentioned point and place of Beginning.

Containing 83,711 square feet or 1.9217 acres of land more or less.

The above is intended to describe all that parcel of land shown as "Resource Conservation Easement" across Tax Parcel 26-011-038 as shown on a plan entitled "Grading and Plot Plan, prepared for Richard and Rebecca Bevilacqua as part of TMP 26-11-038, Creek Road, New Britain Township, Bucks County, Pennsylvania" prepared by Lenape Valley Engineering, dated 4/14/22 and revised to 6/15/22.

Prepared by:



John M. Dura, PA P.L.S. License #31397



COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF BUCKS :

On this, the 10 day of August, 2022, before me, the undersigned officer, personally appeared RICHARD BEVILACQUA and REBECCA BEVILACQUA, known to me to be (or satisfactorily proven to be) the people 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.



Notary Public

Commonwealth of Pennsylvania - Notary Seal
Gianna Marinacci, Notary Public
Bucks County
My commission expires January 10, 2024
Commission number 1362468
Member, Pennsylvania Association of Notaries

Commonwealth of Pennsylvania - Notary Seal
Gianna Marinacci, Notary Public
Bucks County
My commission expires January 10, 2024
Commission number 1362468
Member, Pennsylvania Association of Notaries

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
P.O. Box 308
Langhorne, PA 19047

TMP: 26-005-023

MEMORANDUM OF DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT is executed on this _____ day of _____, 2022, in conjunction with a Development Agreement entered into by and between the parties to this Memorandum on the 11th day of July, 2022, the terms and conditions of which are incorporated in this Memorandum by reference, and both this Memorandum and the corresponding Development Agreement constitute an agreement by and between *BUTLER PIKE PROPERTIES LP*, a Pennsylvania Limited Liability Company, (“*Developer*”) and the *TOWNSHIP OF NEW BRITAIN* (“*Township*”) relating to one (1) parcel of land, totaling 7.3 acres, located at 409 West Butler Avenue, New Britain Township, Bucks County, Pennsylvania, also known as Bucks County Tax Parcel No. 26-005-023 (hereinafter referred to as the “*Property*”), and more fully described on a separate set of plans on record in the Township Office entitled the Preliminary and Final Land Development Plans for Butler Avenue Property, prepared by Holmes Cunningham LLC, consisting of twenty-one (21) sheets, dated November 30, 2021, last revised June 13, 2022, said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the “*Plan*”)

THE DEVELOPMENT AGREEMENT sets forth time limits and standards for the construction of public improvements, the need to post financial security to ensure the installation of these improvements, provisions for Township remedies in the event of a default on the part of Developer, and numerous other provisions relating to the construction of a development on this Property.

THIS MEMORANDUM is intended for recording purposes and does not supersede, diminish, add to, or change the terms of the aforesaid Development Agreement.

THIS MEMORANDUM shall automatically terminate upon the completion of the maintenance period for this development as described in the Development Agreement.

THE RECORDER OF DEEDS is requested to index the matter as follows:

Grantor: Butler Pike Properties LP
Grantee: Township of New Britain

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK


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

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

DEVELOPER

BUTLER PIKE PROPERTIES LP,
a Pennsylvania Limited Liability Company

Attest: 

By: 
Name: Kevin Reilly
Title: PARTNER

TOWNSHIP:

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

Approved by the proper action of the Board of Supervisors of New Britain Township on the _____ day of _____, 2022, at an official public meeting of the Township with a quorum present and voting, with the proper officers of the Township being directed to execute this Agreement and the Township Secretary or Assistant Secretary, being directed to note this action upon the minutes of said meeting.

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

ATTEST:

Matt West, Secretary

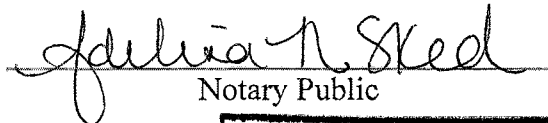
**NEW BRITAIN TOWNSHIP
MEMORANDUM OF DEVELOPMENT AGREEMENT
Butler Pike Properties LP
(Acknowledgments)**

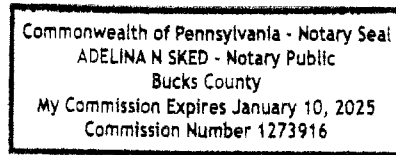
BY DEVELOPER

COMMONWEALTH OF PENNSYLVANIA :
: *ss.*
COUNTY OF BUCKS ^{AS} :

On this 1ST day of SEPTEMBER, 2022, before me a Notary Public, personally appeared KEVIN REILLY, PARTNER of **BUTLER PIKE PROPERTIES LP**, a Pennsylvania Limited Liability Company, and that he/she as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself/herself as such Officer.

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

 (SEAL)
Notary Public



BY TOWNSHIP

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

On this _____ day of _____, 2022, before me a Notary Public, personally appeared **GREGORY 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)

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

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

Tax Map Parcel: 26-005-024

DEED OF EASEMENT

**SIDEWALK AND UTILITY EASEMENT
(413 W. Butler Avenue)**

THIS INDENTURE, made this _____ day of _____, 2022, by and between **JAY MATA DI HOSPITALITY, LLC**, a Pennsylvania limited liability company, maintaining a principal place of business at 413 W. Butler Avenue (hereinafter referred to as "Grantor"), and **NEW BRITAIN TOWNSHIP**, a political subdivision of the Commonwealth of Pennsylvania, with a principal place of business at 207 Park Avenue, Chalfont, Pennsylvania, (hereinafter referred to as "Grantee").

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, unto it well and truly paid by the Grantee at or before the sealing and delivery hereof the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and does hereby grant, bargain, and sell, to the Grantee, its successors and assigns, a sidewalk and utility easement to be utilized by the Grantee, which said easement is located in New Britain Township and is identified as affecting a portion of Bucks County Tax Parcel No. 26-005-024, and which said sidewalk and utility easement is more specifically

described in the metes and bounds description which is attached hereto as **Exhibit "A"**, and is further identified on the plan which is attached hereto as **Exhibit "B"**.

TO HAVE AND TO HOLD all and singularly the privileges aforesaid to it, the Grantee, its successors and assigns, to and for the only proper use and behoof of it, said Grantee, its successors and assigns, forever, in common with it, the Grantor, its successors and assigns, as aforesaid.

AND THAT THE SAID Grantor, for itself, its successors and assigns, do by these presents further covenant, promise and agree to and with the Township of New Britain, its successors and assigns and against all and every person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, by, from or under them, or either of them forever, to defend and warrant said title.

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

ATTEST:

JAY MATA DI HOSPITALITY, LLC

By: _____



EXHIBIT “A”



Carroll Engineering Corporation

**DESCRIPTION OF
UTILITY & SIDEWALK EASEMENT
OVER LANDS N/F OF
JAY MATA DI HOSPITALITY, LLC
TMP 26-005-024
NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PA.**

April 8, 2022

ALL that certain tract of land situate in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania, said area being shown plan titled "Butler Avenue Property, TMP 26-005-023 - Access and Utility Easement over Lands N/F of Jay Mata Di Hospitality, LLC" prepared by Holmes Cunningham, LLC, dated April 8, 2022, bound and described as follows:

BEGINNING at a monument found along the northwesterly ultimate right-of-way of Butler Avenue – LR 178/SR 4202 (having a 50' half width at this location) along the common line of Lands N/F of Jay Mata Di Hospitality (TMP 26-005-024) & Lands N/F of Chalfont Equities, LLC (TMP 26-005-025);

1. Thence, from said point of **BEGINNING**, along the ultimate right-of-way of Butler Avenue, North 48°08'09" East, 200.55' to a point along the line of Lands N/F Butler Pike Properties, LP (TMP 26-005-023);
2. Thence, along the line of Butler Pike Properties, LP, South 41°30'00" West, 27.93' to a point along the legal right-of-way line of Butler Avenue;
3. Thence, along the legal right-of-way of Butler Avenue, South 47°32'36" West, 200.55' to a point along the aforementioned line of Chalfont Equities, LLC;
4. Thence, along the line of Chalfont Equities, LLC, North 41°32'01" West, 30.00' to the first mentioned point and place of **BEGINNING**.

Containing 5,809 square feet of land.



Today's Commitment to Tomorrow's Challenges

Corporate Office:
949 Easton Road
Warrington, PA 18976
215.343.5700

630 Freedom Business Center
Third Floor
King of Prussia, PA 19406
610.489.5100

101 Lindenwood Drive
Suite 225
Malvern, PA 19355
484.875.3075


105 Raider Boulevard
Suite 206
Hillsborough, NJ 08844
908.874.7500

EXHIBIT “B”

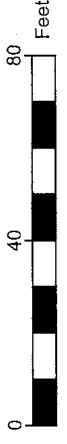
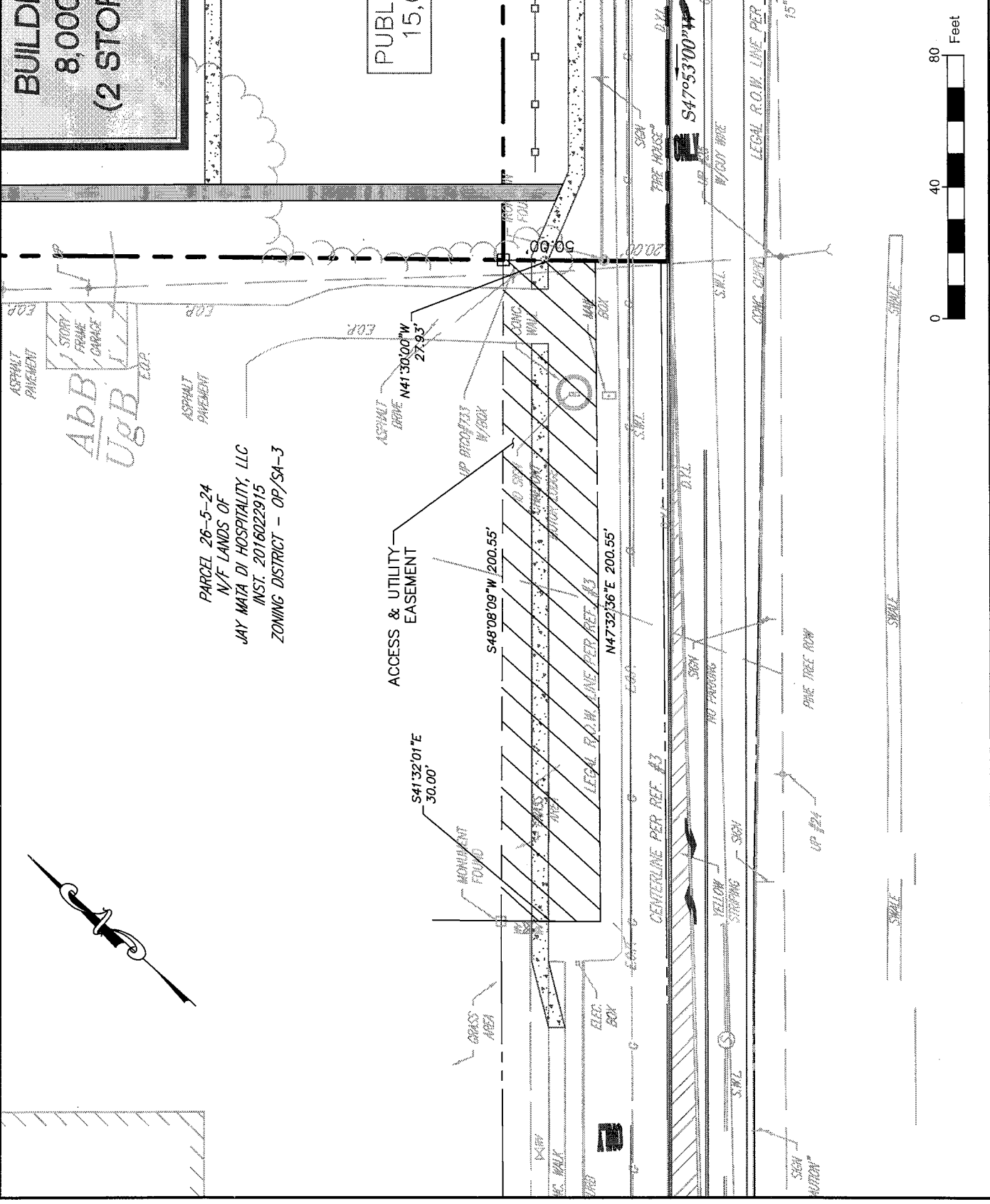
HCE Job No. 1482
 Date 4/8/2022
 Scale 1" = 40'

BUTLER AVENUE PROPERTY
 TMP # 26-005-023
 409 WEST BUTLER AVENUE
 NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PA
 ACCESS AND UTILITY EASEMENT
 OVER LANDS N/F OF
 JAY MATA DI HOSPITALITY, LLC

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



File No.
 1482_EasementExhibit



NEW BRITAIN TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, A.D., 2022, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as “**Township**”) **EDWARD MORTIMER**, 55 Curley Mill Rd, Chalfont, PA 18914 (hereafter referred to as “**Developer**”).

WITNESSETH:

WHEREAS, the Developer is the applicant for Subdivision and/or Land Development of certain real estate bearing Bucks County Tax Map Parcel No. 26-001-092 located at 55 Curley Mill Rd and

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

4. The Developer hereby agrees to deposit with the Township the sum of **Ten-Thousand Dollars (\$10,000.00)** payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank as security for the payment of all costs and expenses, charges and fees as set forth in Paragraph 3 above, upon execution of this Agreement, which shall be held in a non-interest-bearing account by the Township.

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

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

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

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

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

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

6. The Developer and the Township further agree that all fees or costs arising out of

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

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

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

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

Development and Financial Security Agreements may incorporate or replace the party's agreement and Escrow Fund established under this contract.

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

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

FOR NEW BRITAIN TOWNSHIP:

ATTEST:

Matt West, Township Manager

Edward R Mortimer
(Applicant - Print Name)

By: Ed R Mortimer
(Applicant - Signature(s))

(Applicant - Print Name)

By: _____
(Applicant - Signature(s))

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

RECEIVED

2022 AUG 26 P 12: 29

BUCKS COUNTY
RECORDER OF DEEDS

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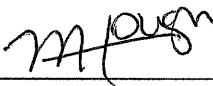
**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
Raymond J. King
(Acknowledgments)**

BY LANDOWNER

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

On this 12th day of September, 2022, before me a Notary Public, personally appeared RAYMOND J. KING, who executed the foregoing instrument for the purposes therein contained.

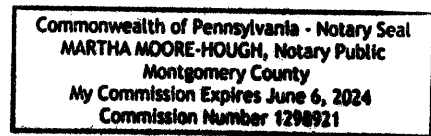
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public (SEAL)

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.

Notary Public (SEAL)

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

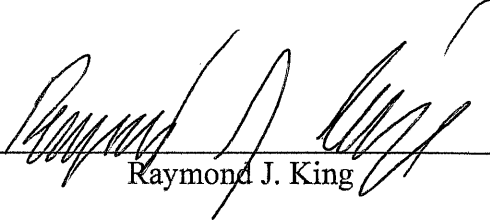
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereby cause this Agreement to be executed the day and year first above written.

LANDOWNER:



Witness

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

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

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

TPN# 26-005-023

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(409 West Butler Avenue / Butler Pike Properties LP)**

THIS FIRST AMENDMENT, made and concluded this ____ day of _____, 2022, by and between **NEW BRITAIN TOWNSHIP**, a political subdivision of the Commonwealth of Pennsylvania, maintaining a principal place of business at 207 Park Avenue, Chalfont, Pennsylvania 18914 (hereinafter referred to as "Township"), and **BUTLER PIKE PROPERTIES LP**, a Pennsylvania Limited Partnership, with a principal place of business at 76 Griffith Miles Circle, Warminster, PA 18974 (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, on or about July 11, 2022, the parties hereto executed a Development Agreement related to a project to be undertaken by the Developer affecting Tax Parcel #26-005-023 located in the Township; and

WHEREAS, pursuant to the provisions of Article IX, Financial Security, of the Development Agreement noted above, Developer was required to post with the Township a bond to be issued by Cincinnati Insurance Company in the amount of One Million Three Hundred

Ninety-Eight Thousand Four Hundred Six Dollars and Thirty-Three Cents (\$1,398,406.33) based upon an estimate of the required Financial Security provided by the Township Engineer; and

WHEREAS, the provisions of Article XXI, Reimbursement for Costs and Expenses, requires the Developer to reimburse the Township for engineering, inspection, legal, and other professional services to be provided in furtherance of the Developer's project which, according to the estimate prepared by the Township Engineer, would be Sixty Thousand Eight Hundred Dollars and Twenty-Eight Cents (\$60,800.28); and

WHEREAS, the bond to be provided pursuant to Article IX of the Agreement included the Sixty Thousand Eight Hundred Dollars and Twenty-Eight Cents (\$60,800.28) within the amount of the bond; and

WHEREAS, Developer desires to post the Sixty Thousand Eight Hundred Dollars and Twenty-Eight Cents (\$60,800.28) with the Township in cash in lieu of including it in the bond, all which shall be in accordance with the terms and conditions of this First Amendment.

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

1. The provisions of Article IX, Financial Security, as noted in the aforementioned Development Agreement, shall be amended so that the amount of the bond to be provided by the Developer shall be One Million Three Hundred Thirty-Seven Thousand Six Hundred Six Dollars and Fifty Cents (\$1,337,606.50) but, it shall be a condition of the Township's acceptance and acknowledgment of the bond amount that the Developer shall post, contemporaneously with delivering the bond, the sum of Sixty Thousand Eight Hundred Dollars and Twenty-Eight Cents (\$60,800.28) with the Township pursuant to Article XXI, Reimbursement for Costs and Expenses, such that the provisions of Article XXI shall be fixed at Sixty Thousand

Eight Hundred Dollars and Twenty Eight Cents (\$60,800.28) and said funds shall be provided in cash to the Township.

2. In all other respects, the terms and conditions of the above-referenced Development Agreement are ratified and reaffirmed subject only to modifications the same as set forth herein.

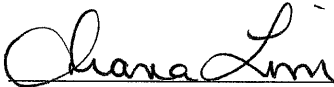
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**NEW BRITAIN TOWNSHIP
DEVELOPMENT AGREEMENT
Butler Pike Properties LP
(Signatures)**

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

DEVELOPER

BUTLER PIKE PROPERTIES LP, a
Pennsylvania Limited Partnership



Witness

By: 

Name: Kevin Reilly
Title: Partner

TOWNSHIP:

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

Approved by the proper action of the Board of Supervisors of New Britain Township on the _____ day of _____, 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

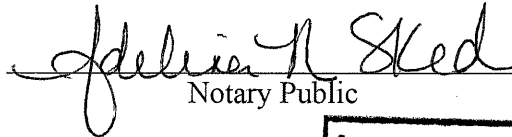
**NEW BRITAIN TOWNSHIP
DEVELOPMENT AGREEMENT
Butler Pike Properties LP
(Acknowledgments)**

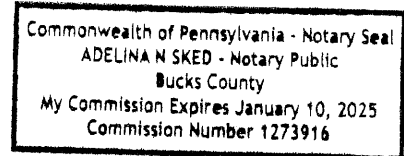
BY DEVELOPER

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

On this 12th day of SEPTEMBER, 2022, before me a Notary Public, personally appeared **Kevin Reilly, Partner**, of **BUTLER PIKE PROPERTIES LP**, a Pennsylvania Limited Partnership, and that he as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as such Officer.

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

 (SEAL)
Notary Public



BY TOWNSHIP

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

On this _____ day of _____, 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.

_____(SEAL)
Notary Public



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

BOARD MOTION

Date: September 26, 2022

I MOVE THAT: The Board approve Resolution 2022-16: King Road & Keller Road Preliminary/Final Approval, per the attachments.

Presented By: _____

Seconded By: _____

RESOLUTION NO. 2022 - 16

(Duly Adopted: 9/26/22)

**NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP GRANTING PRELIMINARY/FINAL SUBDIVISION APPROVAL TO NEW BRITAIN TOWNSHIP RELATED TO THE SUBDIVISION OF A PARCEL OF REAL PROPERTY OWNED BY AUBREY P. GILMORE WHICH SAID PLANS WERE PREPARED BY GILMORE & ASSOCIATES, INC., WERE DATED JULY 21, 2022, CONSISTING OF 1 SHEET, WHICH SAID SUBDIVISION PROPOSES TO CREATE TWO (2) LOTS, ONE LOT TO CONSIST OF APPROXIMATELY 1.94 ACRES AND THE OTHER LOT TO CONSIST OF APPROXIMATELY 31.44 ACRES WHICH SAID LARGER PARCEL SHALL BE PRESERVED WITH A CONSERVATION EASEMENT.

WHEREAS, New Britain Township (“*Applicant*”) has submitted an application for preliminary/final subdivision approval proposing the creation of a total of two (2) Lots (“*Project*”) on a 38.1 acre parcel of land located along Keller and King Roads and identified as Bucks County Tax Map Parcel #26-004-010 (“*Property*”); and

WHEREAS, this proposal is reflected on a plan entitled “Gilmore Minor Subdivision Plan”, prepared by Gilmore & Associates, Inc., dated July 21, 2022, consisting of one (1) sheet (“*Plan*”); and

WHEREAS, the New Britain Township Planning Commission reviewed the Plan at its July 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.

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 Bucks County Planning Commission Review Letter of _____, 2022 unless herein modified. A true and correct copy of this letter is attached hereto and incorporated herein. (Township Code §22-403, §22-502)
2. This approval is subject to the condition that Aubrey P. Gilmore will grant a Conservation Easement to the Applicant of approximately 31.44 acres as described

in a certain Agreement of Sale between Aubrey P. Gilmore and the Applicant dated May 16, 2022.

3. Applicant shall obtain all required approvals from various agencies having jurisdiction over the Project, to the extent applicable, including, but not limited to: Pennsylvania Department of Environmental Protection (“DEP”) NPDES Permit, DEP Sewage Facilities Planning Module, Bucks County Health Department, and Bucks County Conservation District E & S Permit. (Township Code §22-406.1, §22-711, §22-720, §22-721, §22-905)
4. Applicant shall submit to the Township Engineer for review all necessary legal descriptions. (Township Code §22-406.1, §22-903, §22-904)
5. 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)
6. All documentation shall be executed prior to recording of Record Plans. (Township Code §22-406)
7. Applicant and its professionals shall execute, notarize and seal the Final Record Plan. (Township Code §22-406.2)
8. Applicant shall comply with all other applicable Township, County, State, and Federal rules, regulations, codes, ordinances, and statutes. (Township Code §22-905)
9. This approval is conditioned upon the record owner, Aubrey P. Gilmore, granting an access easement to Richard F. Schimpf, III and Sandra L. Schimpf, owners of record of Bucks County Tax Map Parcel #26-004-010-001, which said access easement shall encumber, in part, Lot 2 as identified on the Subdivision Plan and said easement shall be subject to the approval of Applicant.

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. 2022-16

DULY ADOPTED this 26th day of September, 2022, by the Board of Supervisors of New Britain Township, in lawful session duly assembled.

Gregory T. Hood, Chairman

William B. Jones, III, Vice Chair

Cynthia M. Jones, Member

MaryBeth McCabe, Esq., Member

Stephanie Shortall, Member

Attest: Matthew West,
Township Manager



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

BOARD MOTION

Date: September 26, 2022

I MOVE THAT: The Board approve Resolution 2022-17: 315 Old Limekiln Road Preliminary/Final Approval, per the attachments.

Presented By: _____

Seconded By: _____

RESOLUTION NO. 2022-17

(Duly Adopted: 9/26/22)

NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP GRANTING PRELIMINARY/FINAL SUBDIVISION APPROVAL TO AUDAX HOMES, LLC AND VINICIO AND SHARON D’ALESSIO, FOR THE RESIDENTIAL SUBDIVISION OF THE D’ALESSIO TRACT, PREPARED BY VAN CLEEF ENGINEERING ASSOCIATES, DATED OCTOBER 30, 2020, AND LAST REVISED JANUARY 18, 2022, CONSISTING OF 10 SHEETS, WHICH PROPOSE TO CREATE A THREE (3) LOT SUBDIVISION WITH THE CONSTRUCTION OF TWO (2) NEW SINGLE FAMILY DWELLINGS

WHEREAS, AUDAX HOMES, LLC and VINICIO AND SHARON D’ALESSIO (collectively the “*Applicant*”) has submitted an application for Preliminary/Final Subdivision approval of a residential subdivision and proposes to construct two (2) new single family homes and maintain the third existing single family home upon three (3) separate lots (the “*Project*”) on a 10.674 gross acres (10.075 net acres) parcel of land located on Old Limekiln Road, denoted as Bucks County Tax Map Parcel #26-004-005; and

WHEREAS, the proposal is reflected on a plan entitled “Record Plan for D’Alessio Tract”, prepared by Van Cleef Engineering Associates, dated October 30, 2020, last revised January 18, 2022, consisting of 10 sheets (the “*Plan*”); and

WHEREAS, the New Britain Township Planning Commission reviewed the Plan at its July 26, 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, with 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 February 28, 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 August 13, 2020, unless herein modified. 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 comply with all recommendations of the New Britain Township Fire Marshal Review Letter dated September 16, 2021, unless herein modified. A true and correct copy of this letter is attached hereto and incorporated herein as *Exhibit "C."* (Township Code §22-403, §22-502)
4. Applicant shall convey to the Township a Conservation Easement consisting of approximately five (5) acres encompassing portions of Lots 1, 2, and 3 of the proposed subdivision, which said Conservation Easement is described on the Record Plan for the Project. The Conservation Easement area on each of the Lots shall be clearly depicted on each Lot by the inclusion of the appropriate signage on each Lot which said signage shall be approved by the Township prior to its installation. (Township Code §27-502.b.3)
5. Applicant shall construct such public improvements as are shown on the Plan, and shall contribute a fee-in-lieu of improvements to the Township with respect to Fifty percent (50%) of the costs of future improvements to bring the Township's rights-of-way to current standards in accordance with Resolution 2007-12, which said amount shall be determined as of the execution of Development and Financial Security Agreements. (Township Code §22-700, §22-701.8, §22-903, §22-904; Township Resolution 2007-12).
6. Applicant shall contribute to the Township a fee-in-lieu of the required park and recreation improvements. The fee is \$2,500.00 per dwelling unit for a total of \$5,000.00. (Township Code §22-715)
7. Applicant shall execute the required Stormwater Maintenance Agreement in a form approved by the Township Solicitor. Applicant shall pay the required stormwater fee of \$1,587.50 (\$2.50 per linear foot of existing roadway frontage) contemporaneously with execution of Development Agreements. (Township Code §22-712.13, §§26-151 - 164; Township Fee Resolution No. 2021-3)
8. Applicant shall pay the Stormwater BMP Maintenance Guarantee fee applied to all proposed BMPs installed within the Township for the timely installation, proper construction, and continued maintenance of such facilities by the owner of the subject property. The fee is 5% of the construction costs of all the BMPs proposed as a part of the Project, with a minimum fee of \$100.00, but not to exceed \$10,000.00. This fee will be determined by the Township Engineer once Applicant's Opinion of Probable Cost is reviewed and approved by the Township Engineer. (Township Code §22-712.13, §§26-151 - 164; Township Fee Resolution No. 2021-3)
9. Applicant shall obtain all required approvals from various agencies having jurisdiction over the Project, including, but not limited to: Pennsylvania

Department of Environmental Protection (“DEP”) NPDES Permit, DEP Sewage Facilities Planning Module, Bucks County Health Department, Bucks County Conservation District E & S Permit, and Pennsylvania Department of Transportation Highway Occupancy Permit. (Township Code §22-406.1, §22-711, §22-720, §22-721, §22-905)

10. 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)
11. 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)
12. 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)
13. All documentation shall be executed prior to recording of Record Plans. (Township Code §22-406)
14. Applicant and its professionals shall execute, notarize and seal the Final Record Plan. (Township Code §22-406.2)
15. 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/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 aerial map.
- c. Sections 703.4.A.(4) – From the requirement that the depth of any proposed lot shall not exceed three times its width, which said waiver is required for Lots 1 and 2.
- d. Section 22-705.3, 706.1.B and 706.2.B – From the requirement to widen Old Limekiln Road 5 feet and install sidewalk and curb along the frontage, conditioned

on installing the frontage and stormwater improvements as shown on the approved plans.

- e. Section 22-713.4.A - To allow 13 proposed street trees to supplement the 5 existing street trees for a total of 18 street trees, where 21 total trees are required, which is due to the required sight triangles at each driveway.

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. 2022-17

DULY ADOPTED this 26th day of September, 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

February 28, 2022

File No. 20-07074

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

Reference: D'Alessio Tract – Preliminary Subdivision and Land Development Plan Review 3
315 Old Limekiln Road, TMP #26-004-005

Dear Matt:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the preliminary plan submission for the above-referenced project. We offer the following comments for consideration by New Britain Township:

I. Submission

- A. Subdivision and Land Development Plans for D'Alessio Tract, prepared by Van Cleef Engineering Associates, dated October 30, 2020, and last revised January 18, 2022, consisting of sheets 1, 4, 5, 7, 8 and 10 of 10.
- B. Engineer's Response Letter for 315 Old Limekiln Road, prepared by Van Cleef Engineering Associates, dated February 15, 2022.

II. General Information

The Applicant, Audax Homes, LLC, and owners of record Vinicio and Sharon D'Alessio propose a 3-lot subdivision for two new Use B-1, Single Family Detached Dwellings, within the WS, Watershed District. Lot 1 is proposed to contain the existing single-family dwelling with two accessory structures on the north side of Old Limekiln Road (Township Road). Lots 2 and 3 are proposed as new dwelling lots with a community stormwater management facility, wells, and primary and backup septic systems. We note that the Zoning Ordinance has been amended per Ordinance No. 2020-11-04 enacted November 16, 2020. However, the amendment is not applicable because the plan application is dated October 30, 2020. Stormwater is designed for maximum amount of impervious surface permitted by zoning for each lot.

III. Review Comments

A. Zoning Ordinance

We offer the following comments with respect to the New Britain Township Zoning Ordinance:

- 1. §27-502.b – We recommend the Township confirm that the appropriate permits were obtained for the accessory structures on Lot 1 that appear to have been installed prior to 1999 according to aerial images. It appears that the larger structure may be an existing non-conformity with regard to size, which shall be registered with the Township and noted on the plan as such. A Zoning Permit Application shall be obtained for the smaller shed.
- 2. 27-502.b.3 – A conservation easement is shown over the natural resources to be protected. The Township Solicitor shall draft a Conservation Easement Agreement for execution by the owner(s).

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

B. Subdivision and Land Development Ordinance Waivers

The Applicant has requested the following waivers from the Subdivision and Land Development Ordinance:

1. §22-502.D – From the requirement to show existing features within 100 feet of the subdivision. The Applicant has provided an aerial plan; therefore, *we have no objection to this waiver.*
2. §22-703.4.A.(4) – From the requirement that the depth of any proposed lot shall not exceed three times its width. Based on the depth of the existing lot, a waiver is necessary for Lots 1 and 2. *We have no objection to a waiver from this requirement.*
3. §22-705.3, 706.1.B, and 706.2.B – From the requirement to widen Old Limekiln Road 5 feet and install sidewalk and curb along the frontage. *A 4-foot grass shoulder is proposed at a maximum cross-slope of 2%, which we support since the on-lot stormwater facility is designed to over-detain above that required by ordinance (28% reduction (100-to-50-year storm) to 65% (2 to 1-year storm)), the stormwater facility discharge point is shown 10 feet from the property line, and the required driveway culverts are proposed.*
4. §22-713.4.A – To allow 13 proposed street trees to supplement 5 existing street trees for a total of 18 street trees, where 21 total trees are required, due to the required sight triangles at each driveway. *We have no objection to a waiver from this requirement.*
5. An updated waiver request letter shall be submitted prior to attending a public meeting.
6. For any waivers granted from street improvements, the Applicant shall contribute a fee to the Township to cover 50% of the costs of future improvements to bring the Township rights-of-way up to current standards. Resolution 2007-12. The Applicant's engineer shall submit an estimate of the full road improvements to determine the value of the contribution.

C. Subdivision and Land Development Ordinance

We offer the following comments with respect to the current New Britain Township Subdivision and Land Development Ordinance:

1. §22-401.1 – The plans are noted as a preliminary/final submission. The Applicant has indicated a waiver will be requested for the combined submission, *which we support.* This waiver should be included in the updated waiver request letter.
2. §22-406.1.I – Legal descriptions for all proposed lots, conservation easement, backup septic easements, ultimate right-of-way easements, etc., as applicable, shall be submitted to our office for review and approval.
3. §22-715 – The Applicant has indicated they intend to pay a fee-in-lieu of dedication of park and recreation land. We calculate this fee, based on \$2,500.00 per proposed dwelling unit, to be **\$5,000.00.**
4. §22-716 – A written certification letter from a professional land surveyor shall be provided prior to the recording of the plan indicating that the monuments and markers have been installed in accordance with the plan unless included in the financial security.
5. §22-719.7.A. – For all residential subdivisions containing three or more lots, including the existing unit, the Applicant shall submit two copies of a Water Resource Impact Study (WRIS) to the Township in accordance with the section §22-719 of the SALDO. We recommend the WRIS be prepared, submitted, and approved prior to the Supervisors considering the plan for Final Approval.

6. §22-721.3 – A PADEP Sewage Facilities Planning Module mailer is required to be submitted with the preliminary plan application. Prior to approval of the Planning Module to the Township, the planning module shall be approved/executed by the applicant, responsible professional soil scientist, Bucks County Department of Health and Bucks County Planning Commission. The septic permit shall be obtained prior to installation of any septic system.
7. The Applicant is responsible for all other required approvals, permits, etc. (i.e. BCPC, BCCD, PADEP, Bucks County Department of Health, Fire Marshal, etc.) Copies of these permits or approvals shall be forwarded to the Township.
8. Upon final plan approval, the developer shall provide a financial security covering the costs of all public improvements. (§22-903.2) A cost estimate of public improvements shall be submitted.

D. Stormwater Comments

1. §22-711 – The Applicant will be required to secure the necessary NPDES Permit from DEP for the proposed earth disturbance.
2. §22-712.13.D – The Applicant shall be required to pay a Storm Sewer Maintenance fee in accordance with the requirements of this section. Based on \$2.50 per lineal foot of existing roadway frontage, we calculate the fee to be **\$1,587.50**.
3. In addition, per Resolution #2020-03, the Applicant shall pay a BMP Maintenance Guarantee equal to 5% of the construction cost of BMPs. An Engineers Opinion of Probable Cost for the proposed stormwater and public improvements shall be submitted to our office for review.
4. §26-164 – The owner shall sign an O&M agreement with the municipality covering all stormwater facilities and BMPs that are to be privately owned including swales, storm sewer, stormwater facilities, amended soils, etc. The O&M agreement shall be transferred with change in ownership and shall be prepared by the Township Solicitor.

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
Ryan Cressman, Public Works Superintendent
Jeffrey P. Garton, Township Solicitor
Jonathan Thomas, Audax Homes, LLC, Applicant
Samuel Costanza, P.E., Van Cleef Engineering Associates
Vinicio & Sharon D'Alessio, Owner, 315 Old Limekiln Road
Craig D. Kennard, P.E., C.O.O., Gilmore & Associates, Inc.
Timothy Wallace, P.E., Gilmore & Associates, Inc.

EXHIBIT “B”



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

PLANNING COMMISSION:
Craig E. Bryson, *Chairman*
R. Tyler Tomlinson, Esq., *Vice Chairman*
Edward Kisselback Jr., *Secretary*

Joan M. Cullen
Richard Donovan
David R. Nyman
Carol A. Pierce
Tom Tosti
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: December 8, 2020

Subject: BCPC #12531
Preliminary Plan of Subdivision for D’Alessio Tract
TMP #26-4-5
Applicant: Jonathan Thomas, Audax Homes, LLC
Owner: Vinicio and Sharon D’Alessio
Plan Dated: October 30, 2020
Date Received: November 9, 2020

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: Subdivide a 10.67-acre property into three single-family detached residential lots. Lot 1 will be 153,059 square feet, Lot 2 will be 131,254 square feet, and Lot 3 will be 154,547 square feet. A conservation easement area totaling a minimum of 5.05 acres in order to preserve the required amount of agricultural soils is shown, spanning across each of the three lots at the northeastern portion of the tract. The precise acreage is subject to change pending on-lot sewage disposal evaluation. All lots will be served by individual on-lot water and sewerage.

Location: On the northeastern side of Old Limekiln Road, approximately 800 feet from its intersection with Upper Stump 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.

Present Use: Residential.

COMMENTS

1. **Requested waivers**—The site plan indicates that the applicant is requesting waivers from the following subdivision and land development ordinance (SALDO) requirements:

Section 502.D. to permit an aerial image in place of noting all existing features within 100 feet of the subdivision



Section 703.4.A.4.	to permit a lot depth in excess of three times its width
Section 703.4.C.	to permit relief from the requirement to draw lot lines parallel or at right angles to the street
Sections 705.3, 706.1.B., & 713.4.A.	to permit relief from the requirement to improve the street to township standards for ultimate right-of-way and cartway widths
Section 712.4.I.	to permit an emergency spillway length in excess of 75 feet
Section 712.4.L.	to permit relief from the requirement that the inlet grate should only be used as an emergency outflow and should be located at or above the 100-year water surface elevation

Section 512.1(b) of the Pennsylvania Municipalities Planning Code requires applicants to state in full the grounds and facts of unreasonableness or hardship on which the request for each waiver is based. The final plan should note all granted waivers.

2. **Conservation easement**—Section 22-704. of the SALDO outlines the applicant’s obligations pertaining to the proposed conservation easement. Subsection 4 of that section of the SALDO states that nothing shall be placed, planted, or set within the area of an easement and the area shall be kept as lawn or in a natural state. A fire pit is shown on Lot 1 within the bounds of the proposed conservation easement. The township should decide whether the presence of a fire pit constitutes a violation of this provision.
3. **Stormwater management maintenance**—The applicant proposes a stormwater facility on Lot 3 that will manage stormwater runoff for the proposed residential lots. We recommend the applicant provide a manual to the township and to the relevant property owners detailing all required maintenance for the stormwater management facilities. This will help to ensure the long-term maintenance and performance of the stormwater facilities and make homeowners aware of their responsibilities for regular maintenance and repair of the facilities.
4. **Sewage facilities**—The applicant must submit a Sewage Facilities Planning Module Application Mailer to the Pennsylvania Department of Environmental Protection (PaDEP) to determine if an Act 537 Planning Module must be submitted for this proposed subdivision.

This review will be included in the Bucks County Planning Commission board materials for the January 6, 2021, 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:dc/rml

cc: Vinicio & Sharon D’Alessio
Jonathan Thomas, Audax Homes, LLC (via email)
Samuel D. Costanzo, PE, Van Cleef Engineering Associates (via email)
Scott Mill, PE, Van Cleef Engineering Associates (via email)
Janene Marchand, PE, Gilmore & Associates, Township Engineer (via email)
Eileen Bradley, Township Manager (via email)

EXHIBIT “C”



Township of New Britain

Office of Fire Marshal
Office of Code Enforcement

September 16, 2021

RE: Fire Marshal review and Code Enforcement of D'ALESSIO TRACT

Review By: Randal J. Teschner Fire Marshal, Code Enforcement Officer

The following is a list of items to be addressed:

1. Driveway meet township code and are good for access fire Apparatus
2. Note: All new homes in New Britain twp. Are required to have residential sprinklers.



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

BOARD MOTION

Date: September 26, 2022

I MOVE THAT: The Board approve Resolution 2022-18: 84 Schoolhouse Road Preliminary/Final Approval, per the attachments.

Presented By: _____

Seconded By: _____

RESOLUTION NO. 2022-18
(Duly Adopted: September 26, 2022)

NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP GRANTING PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL TO 84 SCHOOLHOUSE, L.P. OF THE SUBDIVISION AND LAND DEVELOPMENT PLANS FOR 84 SCHOOLHOUSE, L.P., PREPARED BY HOLMES CUNNINGHAM, LLC, DATED MAY 24, 2022, CONSISTING OF 17 SHEETS, WHICH PROPOSE TO CREATE FIVE BUILDING LOTS TO BE IMPROVED WITH ONE SINGLE-FAMILY DWELLING ON EACH LOT.

WHEREAS, 84 Schoolhouse, L.P. (“*Applicant*”) has submitted an application for preliminary/final plan approval of a residential land development/subdivision that proposes to construct five (5) single-family homes upon five (5) separate lots (“*Project*”) on a 9.14 acre parcel of land located along Schoolhouse Road and identified as Tax Map Parcel #26-005-003 (“*Property*”); and

WHEREAS, this proposal is reflected on a plan entitled “Final Land Development and Major Subdivision Plans for 84 Schoolhouse, L.P.”, prepared by Holmes Cunningham, LLC, dated May 24, 2022, with no revisions, consisting of 17 sheets (“*Plan*”); and

WHEREAS, the New Britain Township Planning Commission reviewed the Plan at its July 26, 2022 meeting, and recommended approval 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 of July 19, 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 of June 23, 2022 unless herein modified. 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 comply with all recommendations of the New Britain Township Fire Marshal review letter of June 10, 2022 unless herein modified. A true and correct

copy of this letter is attached hereto and incorporated herein as **Exhibit “C”**. (Township Code §22-403, §22-502)

4. Applicant shall provide natural resource protection easements across the Property in accordance with the Township Zoning Ordinance. (Township Code §27-502.3, §27-505 & §27-2401.c)
5. Applicant shall construct all public improvements shown on the Plan, including, but not limited to, water and sewer facilities, stormwater facilities, street trees, roadway widening, installation of appropriate curbs and sidewalks, but the Applicant shall not be required to mill and overlay the adjoining road or widen Schoolhouse Road any further. In lieu of contributing a fee-in-lieu of the improvements, and pursuant to Township Resolution 2007-12, Applicant shall construct a trail across Applicant’s frontage which said trail shall be maintained in perpetuity by the Homeowners Association. Furthermore, in the event the Township acquires offsite right-of-way across two (2) adjoining properties, Applicant shall be required to construct the trail offsite. At the time of the funding and execution of the Development and Financial Security Agreements, Applicant shall post with the Township sufficient funds for the Township to be able to construct the offsite trail in the event the Township has not acquired the right-of-way. If, prior to the completion of the Applicant’s project, the Township has not secured the required right-of-way, then the Township shall utilize the funds escrowed pursuant to this provision so as to construct the offsite trail. If the Applicant constructs the trail after the Township secures the required right-of-way, the funds shall be reimbursed to the Applicant. (Township Code §22-700, §22-701.8, §22-903, §22-904; Township Resolution 2007-12). Following the construction of the off-site trail, neither the Applicant nor the Homeowners Association to be created by the Applicant shall have any responsibilities to maintain the off-site trail.
6. Applicant shall contribute to the Township \$12,500.00 (\$2,500.00/dwelling unit) as a fee-in-lieu of the required park and recreation improvements contemporaneously with execution of Development Agreements. (Township Code §22-715)
7. Applicant shall execute the required Stormwater Maintenance Agreement in a form approved by the Township Solicitor. Applicant shall pay the required stormwater fee of \$3,225.00 (\$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)
8. Applicant shall pay the Stormwater BMP Maintenance Guarantee fee applied to all proposed BMPs installed within the Township for the timely installation, proper construction, and continued maintenance of such facilities by the owner of the subject property. The fee is 5% of the construction costs of all the BMPs proposed as a part of the Project, with a minimum fee of \$100.00, but not to exceed \$10,000.00. This fee will be determined by the Township Engineer once Applicant’s Opinion of

Probable Cost is reviewed and approved by the Township Engineer. (Township Code §22-712.13, §§26-151 - 164; Township Fee Resolution No. 2021-3)

9. Applicant shall obtain all required approvals from various agencies having jurisdiction over the Project, including, but not limited to: Pennsylvania Department of Environmental Protection (“DEP”) NPDES Permit, DEP Sewage Facilities Planning Module, Bucks County Health Department, Bucks County Conservation District E & S Permit, and Pennsylvania Department of Transportation Highway Occupancy Permit. (Township Code §22-406.1, §22-711, §22-720, §22-721, §22-905)
10. Prior to recording of Final Plans, Applicant shall submit all Homeowners’ Association documents in a form approved by the Township Solicitor. (Township Code §22-406.1, §27-2703)
11. Applicant shall submit to the Township Engineer for review all necessary legal descriptions and construction cost estimates of the site improvements. (Township Code §22-406.1, §22-903, §22-904)
12. 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)
13. Applicant shall execute all deeds of dedication, legal descriptions of rights-of-way, access easement descriptions, lot descriptions, notes, etc., all in a form and manner to be approved by the Township Solicitor. Descriptions for those areas of land specified on the Plans for dedication to the Township shall be submitted to the Township Engineer in a form suitable to the Engineer. These deeds shall be accompanied by title insurance to the benefit of the Township indicating that title to these areas is free and clear of all liens, encumbrances and restrictions that could adversely affect the use of these dedicated for roadways and other proper purposes. (Township Code §22-406.1)
14. 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)
15. All documentation shall be executed prior to recording of Record Plans. (Township Code §22-406)
16. Applicant and its professionals shall execute, notarize and seal the Final Record Plan. (Township Code §22-406.2)

17. 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:

1. §22-403 & 404 — From the requirement to provide separate preliminary and final plan submissions.
2. §22-502.1.H — From the requirement to provide a lighting plan.
3. §22-705.3.C, §706.1.A, §706.1.B, §706.2.A, §706.2.B, §22-707.1.A, §22-707.1.B(2), & §713.4.B — From the requirement to provide cartway widening, curb and sidewalk along Schoolhouse Road and curb and sidewalk along the proposed private street subject to the plans and compliance with the conditions noted in the Engineer's Letter noted above.
4. §22-713.4.B — Street trees shall be planted between three and five feet outside the ultimate right-of-way line, and as an alternative, the same quantity of trees may be planted in an informal arrangement along the perimeter of the street, when approved by the Board.
5. A waiver from §22-713.4.B to allow the street trees within the right-of-way.
6. §22-705.3.E — From the requirement that private streets be designed to the specifications of a local street.
7. §22-705.3.G — From the requirement to mill and overlay the entire width of the existing roadway abutting a subdivision to a depth of 1 1/2 inches.
8. §22-705.8.C — From the requirement that cul-de-sac streets be provided with a left side turnaround configuration at the closed end with a minimum paving radius of 50 feet.
9. §22-705.8.D — From the requirement that cul-de-sac streets be permitted only as side streets extending from a through street. Such streets may not create a four-way intersection unless two permanent cul-de-sac streets intersect directly opposite one another along a local access street.
10. §22-705.8.F — From the requirement that a fifteen-foot by twenty-foot snow storage easement is required along the right-of-way of the cul-de-sac bulb at a location approved by the Board.

11. §22-710.4 — From the requirement to provide at least one emergency access for subdivisions with a proposed single access loop street or cul-de-sac street.
12. §22-714.3.A — From the requirement to provide streetlights in residential subdivisions.

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. 2022-18

DULY ADOPTED this 26th day of September 2022, by the Board of Supervisors of New Britain Township, in lawful session duly assembled.

Gregory T. Hood, Chairman

William B. Jones, III, Vice Chair

Cynthia M. Jones, Member

MaryBeth McCabe, Esq., Member

Stephanie Shortall, Member

Attest: Matthew West,
Township Manager

EXHIBIT "A"



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

July 19, 2022

File No. 17-08039

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

Reference: 84 Schoolhouse Road, Preliminary Land Development Plan Review 1
TMP# 26-005-003

Dear Matt:

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

I. Submission

- A. Preliminary and Final Land Development and Major Subdivision Plans for 84 Schoolhouse Road, prepared by Holmes Cunningham, LLC, dated May 24, 2022, consisting of seventeen (17) sheets.
- B. Post Construction Stormwater Management Plan Narrative for 84 Schoolhouse Road, prepared by Holmes Cunningham, LLC, dated May 24, 2022.
- C. Waiver Request letter for 84 Schoolhouse Road, prepared by Holmes Cunningham, LLC, dated May 24, 2022.
- D. Wetland Delineation letter for 84 Schoolhouse Road, prepared by VW Consultants, LLC, dated May 26, 2019.

II. General Information

The subject property is a 9.14-acre parcel along Schoolhouse Road (T-332) within the Township's RR Residential Zoning District. The property currently contains a one-story single-family dwelling, woodlands, floodplain soils and a stream. The Applicant intends to subdivide the property into five lots for 5 new B1 - Single-Family Detached Dwelling uses, which are permitted by right. A private street is proposed and ends in a hammerhead turnaround configuration. Schoolhouse Road is proposed to be improved with a landscaped berm and 6-foot asphalt path. Stormwater will be managed through a detention basin near the western corner of the site. The property is within the Township's public water and sewer services areas.

III. Review Comments

A. Zoning Ordinance

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

- 1. §27-902.b – The following comments related to the dimensional requirements in the RR district shall be addressed:
 - a. The Ratio Base Site Area for Lot 1 subtracts 3,956 sf for a proposed easement, however, it's unclear where the easement is located. The easement area shall be clarified, or the table revised as necessary.

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- b. The Lot Area and Coverage Table shall include a row to document the impervious areas proposed within the right-of-way to verify the proposed site impervious surface coverage.
 - c. Based on the Lot Area and Coverage Table, the proposed Building Coverage in the Zoning table shall be revised to 7%.
 2. §27-2108.f.3 – All new residential construction on lots of one acre or less shall comply with the increased restrictions as noted in the table. Lots 1 and 2 are each 1 acre and shall be revised to show and meet the 85-foot rear yard setback required for the Developer. In addition, the Zoning requirements for these lots shall list the requirements for both the Developer and the purchaser of these lots. Alternatively, the area for these lots could be increased to more than one acre.
 3. §27-2400.i.4 – In cases where a major subdivision or land development is proposed, replanting of the riparian corridor shall be required where there is little or no existing streamside vegetation. The Applicant should provide photographic and written documentation that the existing vegetation along the riparian corridor is sufficient or landscaping along the corridor shall be provided.
 4. §27-2401.c – Restrictions are required to be placed in the deed to provide for the continuance of the natural resource areas. We offer the following comments relative to the natural resources:
 - a. The required resource protection area shall be designated on the plans and conservation easement(s) provided in accordance with §22-704.1.
 - b. We note that the stormwater easement may be included in the conservation easement area.
 - c. Per the eMap PA application, the area labeled "Waters of the US" appears to be a tributary (ID: 25479034) to the West Branch Neshaminy Creek and shall be labeled as such.
 5. §27-2402.b – The Site Capacity Calculations on the Existing Resources and Site Analysis Plan shall be revised to subtract the ultimate right-of-way of Schoolhouse Road for the Base Site Area. In addition, the location of the 12,419-sf area of existing utility right-of-way or easements shall be clarified or noted on the plan.
 6. §27-2402.c – The riparian buffer area at the southern corner of the site should be noted in the Resource Protection Land table and the area included in the Open Space, Buildable Site Area and Density Calculations. We note that a portion of the riparian buffer overlaps the floodplain soils. This overlap of areas should be noted in the table to document the resource area is not counted twice.
 7. §27-2400.f.1, §22-502.1.D.(7), & §22-713.2.B(3) – No more than 20% of woodlands located upon a lot or site shall be altered, regraded, cleared, or built upon in the RR District. The plans indicate that 20% of woodlands are being disturbed. To confirm, the following information shall be added to the plans:
 - a. The ERSAP and Landscape Plan shall be revised to identify the individual living trees to be removed designated by an "X" marked on the tree. The limits of clearing and location of tree protection fence should be shown on the Landscape Plan.
 - b. A note shall be added to the Construction Sequence specifying that individual trees along the limits of tree removal be marked in the field to ensure the woodlands disturbance does not exceed the maximum permitted.
- B. Subdivision and Land Development Ordinance Waivers

The following waivers have been requested by the Applicant from the Subdivision and Land Development Ordinance in a letter dated May 24, 2022:

1. §22-403 & 404 – From the requirement to provide separate preliminary and final plan submissions. Based on the number of comments, we do not support a waiver at this time. We recommend the plans be revised to address the comments herein.
2. §22-502.1.H – From the requirement to provide a lighting plan, which we support.
3. §22-705.3.C, -706.1.B, 2.B & -713.4.B – From the requirement to provide cartway widening, curb and sidewalk along Schoolhouse Road and curb and sidewalk along the proposed private street. Schoolhouse Road is required to be widened approximately 12 feet and improved to include five (5) foot sidewalks, curbing, and a 3 to 6-foot grass strip. We offer the following comments regarding the street improvements:
 - a. §22-707.1.A –The plans show a 6-foot asphalt path along Schoolhouse Road. The maintenance responsibilities shall be noted on the plans. We recommend this walkway be extended to W. Boulder Drive to provide a walkway connection to the Colebrook development.
 - b. §22-707.1.B(2) – The Bucks County Planning Commission review recommended widening the path to eight (8) feet to accommodate bike traffic. The asphalt path installed at Colebrook is 6 feet.
 - c. §22-713.4.B – Street trees shall be planted between three and five feet outside the ultimate right-of-way line, and as an alternative, the same quantity of trees may be planted in an informal arrangement along the perimeter of the street, when approved by the Board. As discussed during the Sketch Plan phase, the plans propose a berm planted with trees between the path and Schoolhouse Road all within the proposed ultimate right-of-way. A waiver from §22-713.4.B shall be requested to allow the street trees within the right-of-way, which we support. However, we recommend the proposed frontage improvements be discussed. Our office recommends a variety of species of varying heights be provided along the berm. The type of species shall consider potential impacts of branches and roots on the cartway and asphalt path.
 - d. If the requested waiver is granted, the Applicant will be required to pay a fee-in-lieu of the improvements in accordance with Township Resolution No. 2007-12 with credit for any on and offsite improvements.
4. §22-705.3.E – From the requirement that private streets be designed to the specifications of a local street. The Applicant is proposing a 20-foot wide cartway ending in a hammerhead turnaround configuration within a 50-foot-wide right-of-way and a 60-foot right-of-way bulb. We support this waiver conditioned on "No Parking" signs being provided along the street and hammerhead turnaround to ensure adequate clear space for emergency vehicles.
5. §22-705.3.G – From the requirement to mill and overlay the entire width of the existing roadway abutting a subdivision a depth of 1 1/2 inches. The proposed improvements require minimal utility connections within the roadway and the Public Works Superintendent has indicated that the road surface is in good condition. We recommend as a condition of the waiver, that the street conditions be documented prior to construction and any damage done as result of construction restored to the Township's satisfaction.
6. §22-705.8.C – From the requirement that cul-de-sac streets be provided with a left side turnaround configuration at the closed end with a minimum paving radius of 50 feet. The Applicant is proposing a hammerhead turnaround area subject to the Fire Marshall's approval.
7. §22-710.4 – From the requirement to provide at least one emergency access for subdivisions with a proposed single access loop street or cul-de-sac street.
8. §22-714.3.A – From the requirement to provide streetlights in residential subdivisions. No new street lighting is proposed at the intersection or at the turnaround, but driveway lampposts are proposed for each lot as was discussed with the Board of Supervisors. However, we recommend that a streetlight be provided at the intersection of Schoolhouse Road for pedestrian and vehicular safety, similar to the Colebrook development.

C. Subdivision and Land Development Ordinance

1. §22-406.1 – The Applicant is responsible for any other required outside agency approvals, permits, etc. (i.e., BCPC, BCCD, PADEP, Municipal Sewer Authority, Fire Marshal, North Wales Water Authority, Township Road Opening Permit, etc.) as applicable.
2. §22-406.1.I – Legal descriptions for all proposed easements, rights-of-way, deed restricted areas, etc., shall be submitted to the Township Engineer for review. Upon the Township Engineer's approval, the Township Solicitor shall prepare the required documents including grants of easement, deeds of dedication, stormwater maintenance agreement, operation and maintenance agreement, etc. It shall be discussed whether the proposed private street and Schoolhouse Road right-of-way will be accepted as an easement or right-of-way.
3. §22-502.1 – The following comments related to plan presentation and notes shall be addressed:
 - a. Asterisks shall be added to the Drawing List for the plans to be recorded.
 - b. A certification shall be provided on the Record Site Plan from the wetlands/soil's scientist stating that no wetlands are present on the site.
 - c. The zoning classification of the abutting parcels shall be noted on the record plan.
 - d. Site Plan Notes 5 and 10 both note that the ultimate right-of-way of Schoolhouse Road Extension is offered for dedication. The duplicate note should be removed as well as the word 'extension'.
 - e. The existing water and sewer connections to the existing dwelling shall be shown on the Existing Features Plan and notes added related to their removal/abandonment in accordance with applicable regulations.
4. §22-502.1.B – A copy of the deed for the subject tract, the Existing Features Plan noted in Site Plan Note #1, and any other reference documents used to create the plans shall be submitted.
5. §22-502.1.J – The following comments related to construction details shall be addressed:
 - a. The HDPE Pipe Detail shall be replaced with the Township Pipe Bedding Detail.
 - b. The Township Storm Sewer & Utility Trench Restoration within Paved Areas Detail shall be added to the plans for the restoration of Schoolhouse Road.
 - c. The Township Residential Driveway Paving Section Detail shall be added to the plan for the individual driveways.
 - d. Details for concrete and HDPE flared end sections shall be added to the plans.
 - e. Details shall be provided for the level spreader cleanouts.
 - f. Clarify the private street specification. See attached local street specification.
6. §22-705.7.B – A profile of the proposed private street shall be provided to demonstrate compliance with the vertical street alignment requirements.
7. §22-705.8.D – Cul-de-sac streets shall be permitted only as side streets extending from a through street. Such streets may not create a four-way intersection unless two permanent cul-de-sac streets intersect directly opposite one another along a local access street. The proposed private street creates a four-way intersection with Boulder Drive, which is not a cul-de-sac. We would support a waiver from this requirement.
8. §22-705.8.F – A fifteen-foot by twenty-foot snow storage easement is required along the right-of-way of the cul-de-sac bulb at a location approved by the Board. We note that the current hammerhead design provides sufficient room for snow storage, and therefore would support a waiver from this section.
9. §22-705.12.B – The proposed street name shall be discussed and approved by the Board of Supervisors and Fire Marshall.

10. §22-705.12.C & §22-705.17 – The location of all signs shall be provided on the Record Site Plan. A stop sign shall be provided at the intersection of the private street with Schoolhouse.
11. §22-705.13.C – All access drives and driveways shall be provided with a stopping area of 20 feet, at a maximum grade of 3%, measured from the edge of cartway. It appears the driveways for lots 3, 4 and 5 exceed a 3% slope within 20 feet of the driveway. Additional spot elevations shall be provided as necessary to confirm the driveway slope.
12. §22-705.15.A & 707.1.B.(8) – Crosswalks shall be required at intersections and at other locations where necessary to facilitate pedestrian circulation and to provide access to community facilities. Curb ramps and a crosswalk shall be provided at the intersection of the asphalt path with the private access street. Crosswalks shall consist of brick red thermoplastic street imprint with herringbone pattern and six-inch white stripes.
13. §22-711 – The Applicant will be required to secure the necessary NPDES and Erosion and Sediment (E&S) Control permits.
14. §22-711.2 – The following issues related to E&S control should be addressed:
 - a. Compost silt sock should be provided at the treeline along the southern side of the Lot 3 dwelling.
 - b. Compost silt sock should be provided along the northern end of the asphalt path and berm grading at Schoolhouse Road.
 - c. Erosion control matting should be provided for all slopes of 3:1 or greater. The location of erosion control matting should be shown on the plan.
 - d. The sediment basin and storm sewer system are proposed as part of the erosion controls. The installation of the storm sewer should precede the building construction.
15. §22-711.3 – The following comments related to site grading shall be addressed:
 - a. Spot elevations shall be provided between the proposed 331 and 332 contours around Inlets CB-3, CB-4, and CB-5 to clarify the high points.
 - b. Spot elevations shall be provided between the swales behind Lots 2 and 5 to demonstrate runoff is directed away from the rear of the dwelling and towards the swales with a minimum slope of 2%.
 - c. The grading for the berm along the southeastern portion of the asphalt path will direct runoff onto the private drive at the intersection with Schoolhouse Road. We recommend the cross slope of the path and berm grading be revised as necessary to allow this runoff to be directed to Inlet CB-6.
 - d. Spot elevations shall be provided at the corners of the hammerhead turnaround area to clarify the grading.
 - e. The contours in the southeast corner of the basin shall be rounded to obtain a more accurate basin volume and avoid the basin being undersized while being constructed.
16. §22-715.2.C.(2) – Park and recreation land is required at a ratio of 2,500 square feet per new dwelling unit or 12,500 square feet. The land shall be dedicated to the Township or other entity as may be approved by the Board. A fee-in-lieu of park and recreation at a rate of \$2,500 per dwelling unit or **\$12,500.00** for 5 new dwellings may be provided at the Board's discretion.
17. §22-716 – Monuments shall be provided at the following locations:
 - a. At all proposed lot corners, including changes in direction of boundary for Lot 4 which exceeds 2 acres.
 - b. At the beginning and end of all easements, including changes in direction of easements.
18. §22-718 – We defer to the North Penn Water Authority (NPWA) for review of the plans regarding the water connection from the existing main on Schoolhouse Road.

19. §22-720 – A Sewage Facilities Planning Module shall be approved by the Township, Authority, and PADEP prior to final plan approval by the Township. The Sewage Planning Module Application Mailer shall be submitted to the Township and a copy of the approved sewer agreement, shall be provided to the Township and our office prior to plan recording.
20. §22-720 – We defer to the Chalfont-New Britain Township Joint Sewer Authority (CNBJSA) for review of the plans with respect to the connection to the sewer system in Schoolhouse Road.

D. Stormwater Management Comments

1. §22-712.4.G. – All basin outlet pipes shall be watertight reinforced concrete having "O-Ring" joints. The 30" RCP outlet pipe from the basin shall be revised to specify "O-Ring" joints.
2. §22-712.4.L. – The outlet control structure shall be a Type "M" inlet grate and box. The inlet grate shall be at least six inches below the emergency spillway elevation. The Plan notes an emergency spillway elevation of 329.65 and an outlet structure grate elevation of 329.50.
3. §22-712.5.H. – A minimum of 1 foot of freeboard shall be provided between the 100-year water surface elevation and the top of inlet grate. The stormwater report notes a 100-year water surface elevation of 329.00 which is the same as the grate elevations of Inlets CB-1 and CB-2. This may result in ponding at these locations. The grading and inlet structures shall be revised to direct stormwater to these inlets.
4. §26-123 – The proposed design utilizes the Managed Release Concept (MRC) developed by PADEP to meet the volume control requirement which is permitted for situations where infiltration is infeasible. We note that the proposed managed release concept is subject to PADEP approval. However, the following issues related to the design of the MRC basins should be addressed:
 - a. The PADEP guidance for MRC basins states that a composite Curve Number is not adequate for the modeling of the 1.2 inch/2-hour storm due to the large error associated with averaging of initial abstractions for storms less than or equal to the 2-year/24-hour storm event. Curve numbers must be separate for this analysis. The stormwater report uses a weighted curve number for the flows to the MRC Basin. Separate hydrographs for the pervious and impervious flows to the basin should be provided to verify they meet the release rate requirement.
 - b. The proposed bottom of the MRC basin is approximately 6 feet below existing grade. The Soils Table indicates the soils in the basin provide 6-8 inches from the high-water table and 60 inches to bedrock, indicating that both will be encountered when installing the basin. The guidance for the MRC specifies an additional 1-foot minimum soil media below the underdrain where the in-situ soils are unsuitable due to the water table and/or bedrock.
5. §26-123.2.C.(5)(b) – The stormwater report shall be revised to include infiltration testing results. The use of the MRC is only permitted when infiltration rates do not meet the ¼ inch per hour minimum.
6. §26-124.C – Onsite drainage facilities shall be designed to safely convey offsite flows through the development site. Based on the existing contours shown on the Post Construction Stormwater Management Plan, it appears the offsite drainage area to the basin may extend further than the boundary shown on the plan. The boundary shall be verified and revised accordingly.
7. §26-125.9 – The following comments related to the modeling of the design in the stormwater management report shall be addressed:
 - a. Watershed PR-1 includes 0.1 acres of future impervious, indicating that the future impervious from three lots will be directed towards the basin. It appears that only future impervious for Lots 2 and 5 would be conveyed to the basin. The runoff coefficient calculations shall be revised to include the future impervious for Lots 2 and 5 in Watershed PR-1 and the future impervious for the remaining lots in Watershed PR-2.

- b. Watershed PR-1 includes the entire Lot 4 dwelling. It appears the rear of this dwelling will drain to the swale that bypasses the basin. The locations of the roof drains shall be clearly shown, and the drainage area revised as necessary.
- c. Time of concentration calculations shall be provided to verify the times used in the report.
8. §26-132 – The following discrepancies with the stormwater management design and plans shall be addressed:
 - a. The Sediment Trap Temporary Riser detail and the Basin #1 Outlet Structure Detail shall be coordinated and revised as necessary to clarify how the temporary riser will be connected to the outlet structure or outlet pipe.
 - b. Inlet CB-1 has a 24" HDPE connection at the narrow side of the box. The design shall be revised to accommodate the pipe within the structure.
 - c. A cleanout shall be provided at the end and 90-degree bend of the MRC underdrain.
 - d. The Basin Berm Construction Notes shall include a note specifying that the basin outlet pipe be backfilled with the same clay soils used to construct the berm.
 - e. The MRC Stormwater Facility Section states that the Planting Soil Mix shall be 60% topsoil and 40% compost while the Underdrain Detail specifies 70% topsoil and 30% compost. The composition of the soil mix shall be clarified.
9. §26-164.1 – The Applicant shall sign an Operation and Maintenance (O&M) and Easement agreement with the municipality covering all stormwater, storm sewer facilities and BMPs that are to be privately owned. The O&M agreement shall be transferred with transfer of ownership and shall be prepared by the Township Solicitor.
10. §22-712.13.D – The Township shall require payment of a fee in order to maintain the stormwater management facilities. The fee shall apply to all storm sewers located in public rights-of-way or any easement owned by the Township. The fee is based on \$2.50 per linear footage of storm sewer within the right of way or easement.
11. Township Resolution #2022-03 – The Applicant will be required to pay a fee for the proposed onsite BMP to provide a financial guarantee for the timely installation, proper construction, and continued maintenance by the owner of the subject property. The fee shall be 5% of the total construction cost of the proposed BMP. The Applicant's professional shall submit a cost estimate once the design is finalized.

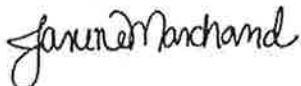
E. Landscape Comments

1. §22-713.6.A – The location, dimensions and spacing of required plantings should be adequate for their proper growth and maintenance. We note that Note 14 of Sheet 5 indicates the Applicant will meet with the Township Engineer after the improvements are constructed to determine the final locations of the required landscaping depending on existing vegetation, space, and canopy conditions. We offer the following comments relative to the locations of the proposed plantings:
 - a. It appears that existing overhead utilities run along a portion of Schoolhouse Road and the southeastern property line where shade trees and evergreens are proposed. Smaller tree species shall be utilized in these locations or planting locations adjusted adequate distances from the overhead lines to prevent conflicts. Acceptable substitutions from the Township's Required Plant Material List for shade trees is 2:1 for evergreens (6-ft min. height), 2:1 for flowering/ornamental trees (8-ft min. height and 1-1/2-inch min. caliper), and 5:1 for shrubs (30-nch min. height).
 - b. Ten feet separation shall be provided between the proposed shade tree (*Quercus bicolor* – Swamp White Oak) and the basin underdrain and the underdrain shown on sheet 16.

Considering the extent of the required plan revisions identified in this letter, we may have additional comments relating to compliance with the Township Ordinances upon resubmission by the Applicant and upon review of the final plan requirements. To help expedite the review process of the resubmission of the plan, the Applicant shall submit a response letter which addresses each of the above comments. Changes that have been made to the application that are unrelated to the review comments shall also be identified in the response letter.

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

Sincerely,

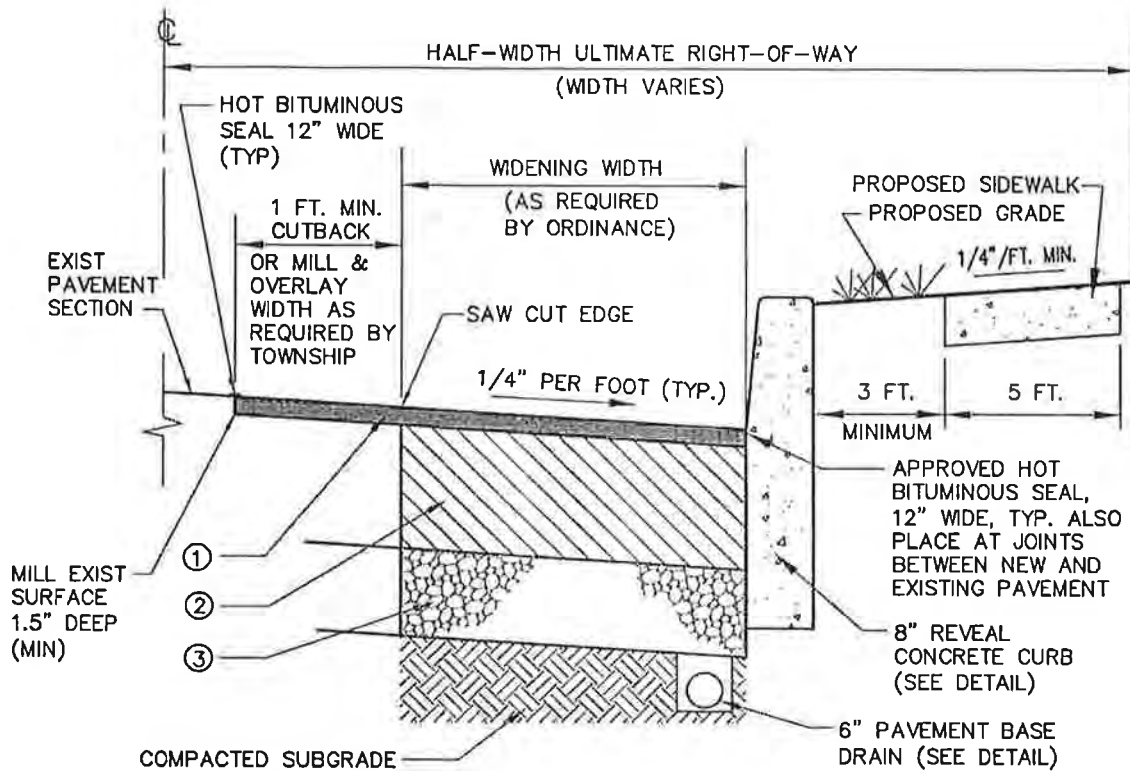


Janene Marchand, P.E.
Gilmore & Associates, Inc.
Township Engineers

JM/tw

Attachments

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
David Brandschain, 84 Schoolhouse Road, LP
Robert Cunningham, Holmes Cunningham, LLC.
Craig D. Kennard, P.E., E.V.P., Gilmore & Associates, Inc.



- ① 1.5" SUPERPAVE ASPHALT MIXTURE DESIGN, 9.5 mm MIX, PG 64-22, HMA WEARING COURSE, 3.0 TO 10.0 MILLION ESALS, SRL-M
- ② 4.5" SUPERPAVE ASPHALT MIXTURE DESIGN, 25 mm MIX, PG 64-22, HMA BASE COURSE, 3.0 TO 10.0 MILLION ESALS
- ③ 6" 2A MODIFIED STONE SUBBASE (MATCH EXISTING IF GREATER)

NOTE: NEW ROADS SHALL COMPLY WITH THE ABOVE SPECIFICATION

TYPICAL ROADWAY WIDENING SECTION DETAIL FOR RESIDENTIAL AND LOCAL ROADS

NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

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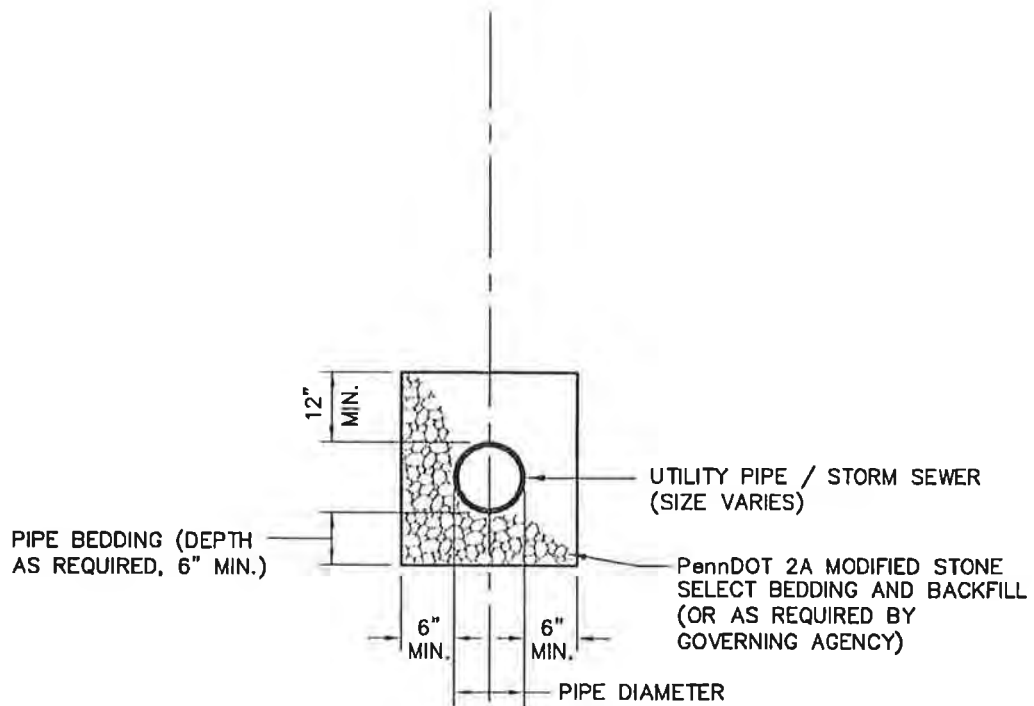
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5/22/09

LAST REVISED:
07/07/21

SCALE:
N.T.S.

DRAWING No:

3 OF 17



PIPE BEDDING DETAIL

NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA



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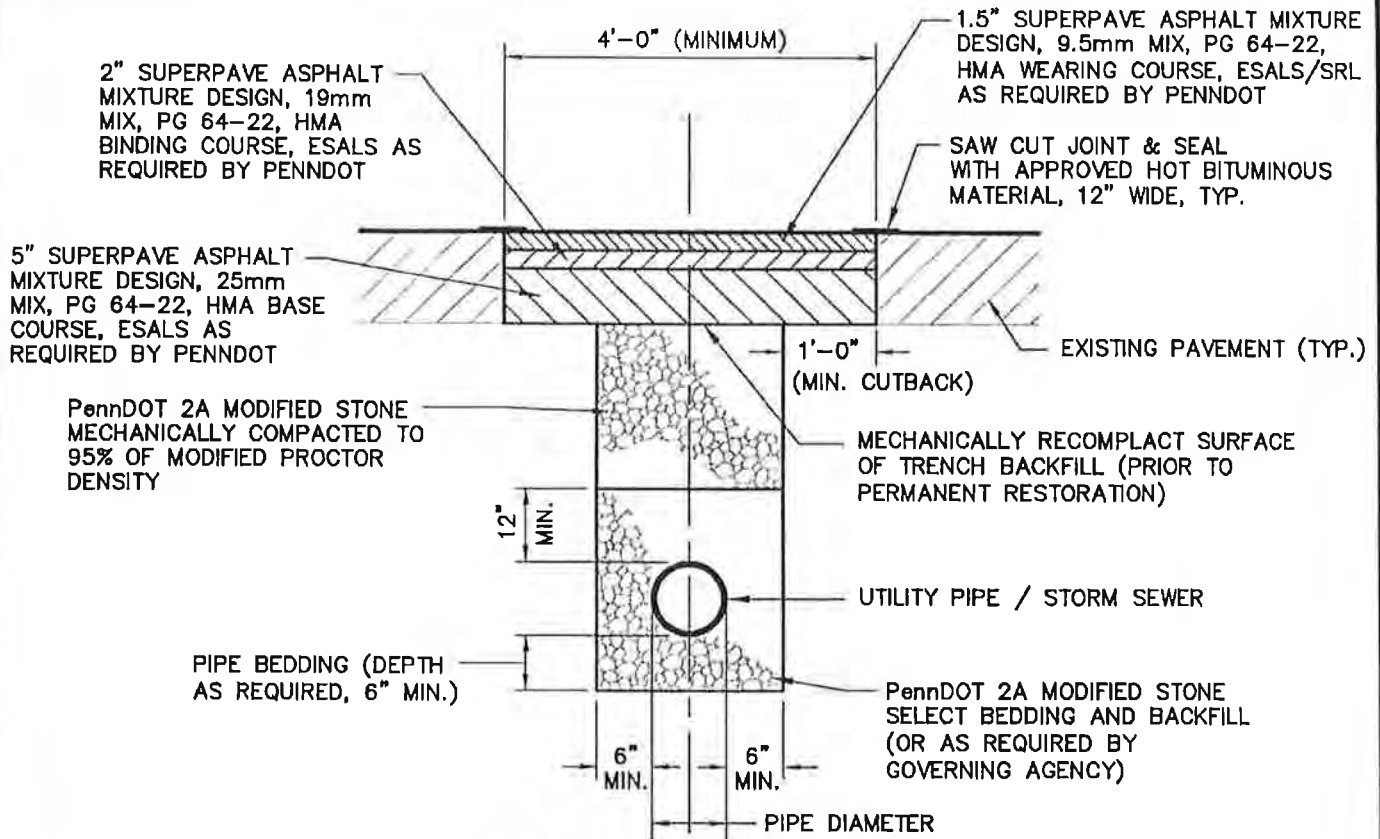
DATE:
5/22/09

LAST REVISED:

SCALE:
N.T.S.

DRAWING No:

4 OF 17



AFTER 90 DAYS RESTORATION

NOTES:

1. BEFORE 90 DAYS, ROADS SHALL BE TEMPORARILY RESTORED WITH 2A COURSE AGGREGATE AND 2" OF PennDOT ID-2 BINDER COURSE (TO GRADE) AND ALLOWED TO SETTLE 90 DAYS PRIOR TO PERMANENT RESTORATION, AS SHOWN ABOVE. PERMANENT RESTORATION OF TRENCHES SHALL BE COMPLETED ONLY AFTER APPROVAL BY TOWNSHIP ENGINEER.
2. RETAINED SUITABLE MATERIAL MAY BE USED AS BACKFILL FOR TRENCHES IN TOWNSHIP RIGHT-OF-WAY (OUTSIDE OF CARTWAY) WHEN MORE THAN THREE (3) FEET FROM EDGE OF EXISTING CARTWAY, CURB, AND/OR SIDEWALK.
3. MINIMUM WIDTH OF ALL RESTORATION SHALL BE FOUR (4) FEET.
4. COLD PATCH SHALL BE APPLIED ON ALL TRENCH RESTORATIONS (PRIOR TO 90 DAYS) WHEN BINDING OR BASE COURSE ARE NOT AVAILABLE DUE TO WEATHER CONDITIONS.
5. FOR PLASTIC UTILITIES, INSTALL DETECTION TAPE OVER PIPE AT TOP OF STONE BACKFILL.

STORM SEWER & UTILITY TRENCH RESTORATION WITHIN PAVED AREAS DETAIL

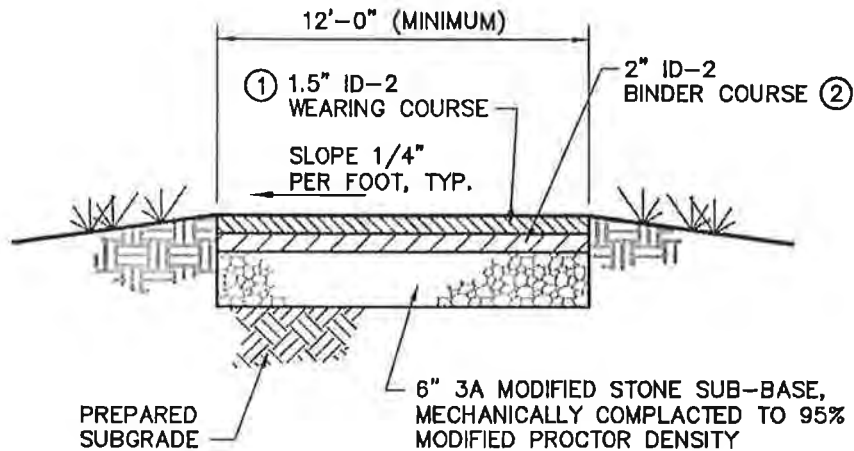
NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA



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ENGINEERING & CONSULTING SERVICES

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DATE: 5/22/09	LAST REVISED:	SCALE: N.T.S.	DRAWING No: 5 of 17
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ALTERNATE SPECIFICATION

- ① 1.5" SUPERPAVE ASPHALT MIXTURE DESIGN, 9.5 mm MIX, PG 64-22, HMA WEARING COURSE, 0.3 TO 3 MILLION ESALS, SRL-M
- ② 2.0" SUPERPAVE ASPHALT MIXTURE DESIGN, 19mm MIX, PG 64-22, HMA BINDER COURSE, 0.3 TO 3 MILLION ESALS

**RESIDENTIAL DRIVEWAY
PAVING SECTION DETAIL**

NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

65 EAST BUTLER AVENUE, SUITE 100, NEW BRITAIN, PA 18901-5106 • (215) 345-4330
www.gilmore-assoc.com

DATE:
5/22/09

LAST REVISED:

SCALE:
N.T.S.

DRAWING No:

7 OF 17

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:
Tom Tosti, *Chairman*
Richard Donovan, *Vice Chairman*
Thomas J. Jennings, Esq., *Secretary*

James J. Keenan
James E. Miller, Jr.
David R. Nyman
Judith J. Reiss
Edward J. Tokmajian
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 23, 2022

Subject: BCPC #12755
Preliminary Plan of Subdivision and Land Development for 84 Schoolhouse Road
TMP #26-5-3
Applicant: 84 Schoolhouse Road, LP
Owner: Same
Plan Dated: May 24, 2022
Date Received: May 27, 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: Subdivide a 9.14-acre parcel into five single-family detached residential lots ranging from 43,560 square feet to 176,424 square feet. A 41,846-square-foot stormwater easement is shown on Lot 4. All five lots will be served by public water and sewerage.

Location: Along the southwest side of Schoolhouse Road, opposite its intersection with Boulder Drive.

Zoning: The RR Rural Residential District permits Use B1 Single-family detached dwellings, on lots of at least 43,560 square feet (1 acre) in size with minimum lot widths of 150 feet. Minimum front, side, and rear yard requirements are 50, 25, and 75 feet, respectively.

Present Use: Residential

COMMENTS

1. **Requested waivers**—The waiver memo attached to this submission indicates that the applicant is requesting waivers from the following subdivision and land development ordinance (SALDO) requirements:



Sections 22-403 & 404

to allow a combined preliminary and final subdivision and land development submission for this proposal; the applicant indicates that all information required for final plans is included on the plan submission

Section 22-502.1.H.

from providing a lighting plan; the applicant indicates that no pole lighting is proposed for this small-scale residential project with five new building lots

Section 22-705.3.C.

from providing cartway widening along Schoolhouse Road; the applicant indicates the existing cartway width is adequate for existing traffic volume, the proposed development won't create a significant amount of traffic, and widening would disrupt the existing drainage swale along the roadway

Section 22-705.3.E.

from providing a proposed private street that meets design specifications of a local street; the applicant indicates the proposed development is intended to provide the aesthetic of a rural neighborhood with only five new lots, the proposed road will be private and maintained by the homeowner's association, and the proposed cartway width provides adequate access to the homes and for emergency vehicles

Section 22-705-3.G.

from providing mill and overlay of the entire width of the roadway at a depth of 1½ inches; the applicant indicates there are minimal improvements within the existing cartway, no widening is proposed as part of this project, and the existing cartway appears to be in good condition

Section 22-705.8.C.

from providing cul-de-sac streets with a left-side turnaround configuration at the closed end and minimum paving radius of 50 feet; the applicant indicates a hammerhead turnaround is proposed with the required right-of-way width for the ability to install a cul-de-sac and the proposed turnaround provides adequate space for emergency vehicles

Section 22-706

from providing curbs and sidewalks along Schoolhouse Road and the proposed private road; the applicant indicates a 6-foot-wide asphalt pedestrian path is proposed across the site frontage and curbing exists along the property side of Schoolhouse Road

Section 22-710.4.

from providing an emergency access for subdivisions with a single access; the applicant indicates the feasibility of providing an emergency access is limited because the lot being subdivided is surrounded by an urbanized area, and an emergency access will generate additional impervious areas and woodlands disturbances

Section 22-714.3.A.

from providing streetlights at any location where improvements are shown; the applicant indicates the proposed development is intended to provide the aesthetic of a rural neighborhood with only five new lots, no internal pedestrian walkways are proposed that require illumination, and individual residential scale post lights will illuminate individual driveways

The final plan should note all granted waivers.

2. **Conservation easement**—Section 27-502.b.3. of the zoning ordinance requires that all unimpacted natural resource protection lands be protected by a conservation easement. The plan does not indicate the required conservation easement for the unimpacted woodlands on the site.
3. **Meadow Road connectivity**—Section 22-705.8.A. of the SALDO states that cul-de-sac streets within the township are to be discouraged and connectivity with existing public streets is required where determined feasible by the township. Further, Sections 22-705.B. and C. of the SALDO state, in relevant part, that streets should be designed to provide for continuation of existing streets and for proper access to adjoining undeveloped tracts. Per the above SALDO provisions, the applicant should be encouraged to pursue connectivity options to a neighboring street, rather than pursuing a cul-de-sac street layout. A connection to Meadow Road, which abuts the site to the southeast, may be a preferred option.
4. **Asphalt trail width**—Section 22-707-1.B.(2) of the SALDO specifies that the minimum width of a pedestrian walkway shall be six feet, while the minimum width of a recreational trail that is anticipated to have bicycle traffic shall be eight feet. The site's proximity to commercial locations along West Butler Avenue to the southeast leaves open the possibility that bicycle traffic may exist in this area. We recommend the applicant widen the proposed asphalt trail to at least eight feet in width.
5. **Park and recreation land**—Section 22-715.2.C.(1) of the SALDO requires that 2,500 square feet of land per new dwelling unit be dedicated to the township for park and recreation uses in all subdivisions. The plan does not indicate whether this provision has been satisfied either through direct dedication or fee-in-lieu.
6. **Landscaping**
 - a. **Registered landscape architect**—We recommend that the landscape plan be prepared, signed, and sealed by a registered landscape architect licensed in the state of Pennsylvania.
 - b. **Oak trees**—The landscape plan (Sheet 16) proposes swamp white, willow, and red oak trees at various locations on the site. Oak trees, specifically red oak, while typically a good native tree for plantings, are subject to bacterial leaf scorch which is an infectious chronic disease that is affecting several species of oaks in southeastern Pennsylvania.¹ Of the types of oak trees affected by leaf scorch, willow and white oaks are somewhat less susceptible to the disease. Municipal officials should monitor planting plans to ensure that oaks are not overplanted, to avoid the risk of infection and eventual loss of these trees.
7. **Stormwater management maintenance**—The applicant proposes a stormwater conveyance system, a vegetated stormwater basin (managed release concept), and tree plantings as a part of its stormwater BMPs on the site. We recommend the applicant provide a manual to the township and to the HOA detailing all required maintenance for the stormwater management facilities. This will help to ensure the long-term maintenance and performance of the stormwater facilities and make the HOA aware of its responsibilities for regular maintenance and repair of the facilities.
8. **Sewage facilities**—The applicant must submit a Sewage Facilities Planning Module Application Mailer to the Pennsylvania Department of Environmental Protection (PaDEP) to determine if an Act 537 Planning Module must be submitted for this proposed land development.

¹ <https://extension.psu.edu/bacterial-leaf-scorch>

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: David Perlman, 84 Schoolhouse Road, LP (via email)
Thomas Borghetti, PE, Holmes Cunningham LLC (via email)
Janene Marchand, PE, Gilmore & Associates, Township Engineer (via email)
Matt West, Township Manager (via email)

EXHIBIT “C”



Township of New Britain

Office of Fire Marshal

June 10, 2022

RE: Fire Marshal review of 84 Schoolhouse Road Preliminary/final subdivision
Review By: Randal J. Teschner Fire Marshal

The following is a list of items to be addressed:

1. Move hydrant from cul-de-sac to between lots one and three



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

BOARD MOTION

Date: September 26, 2022

I MOVE THAT: The Board approve Resolution 2022-19: Authorizing an Arrest without a Warrant, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisors
FROM: Chief Clowser
DATE: September 12, 2022
RE: Resolution 2022-19 Authorizing an Arrest without a Warrant

The police department is adopting policy for Arrest Procedures with and without a warrant. The policy, developed with the assistance of the Accreditation Consultants, references the Township authorizing Township officers to arrest without a warrant under circumstances provided by Commonwealth law.

This resolution is to bring the Township into compliance with accreditation standards and has been reviewed by the Township solicitor.

STAFF RECOMMENDATION:

Approve a motion for Resolution 2022-19 Authorizing an Arrest without a Warrant.

RESOLUTION NO. 2022-19

**New Britain Township
Bucks County, PA**

**A RESOLUTION ENACTED IN ACCORDANCE WITH ACT 25 OF 1995
ESTABLISHING GUIDELINES AUTHORIZING AN ARREST WITHOUT
A WARRANT IN ACCORDANCE WITH THE ACT.**

WHEREAS, on November 17, 1996, the Governor of the Commonwealth of Pennsylvania signed an Act known as Act 25 of 1995; and,

WHEREAS, Title 42 of Pennsylvania Consolidated Statutes was amended by adding Section 8902 authorizing an arrest without a warrant for certain specific summary offenses; and,

WHEREAS, 42 Pa.C.S.A. Section 8902 (B) provides that the governmental body must promulgate guidelines to be followed by a police officer when making a warrantless arrest under 42 Pa C.S. A. Section 8902.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS,

Section 1

Subject to the requirements of Section 2, and pursuant to 42 Pa.C.S. § 8902(a), a police officer employed by New Britain Township shall have the right of arrest without warrant upon probable cause for the following offenses:

- (a) When such offense constitutes a summary offense:
 - a. Disorderly Conduct, 18 Pa.C.S. § 5503,
 - b. Public Drunkenness, 18 Pa.C.S. § 5505,
 - c. Obstructing Highways and Other Public passages, 18 Pa.C.S. §5507,
 - d. Purchase, Consumption, Possession, or Transportation of Liquor or Malt or Brewed Beverages, 18 Pa.C.S. § 6308.

Section 2

Prior to making an arrest under 42 Pa. C.S.A. 8902 any police officer shall ensure that:

- (a) The suspect's conduct is ongoing;
- (b) The conduct constituting the offense is occurring within the officer's view, and
- (c) The conduct imperils the personal security of any person or endangers public or private property.

Section 3

At all times following an arrest without warrant pursuant to 42 Pa. C.S. § 8902, the police officer shall act in compliance with the provisions of Pennsylvania Rule of Criminal Procedure 441 (Procedure Following Arrest without Warrant).

DULY ADOPTED BY THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA, the lawful session duly assembled this 26th day of September, A.D. 2022.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

Gregory T. Hood, Chair

William B. Jones, Co-Chair

SEAL

Cynthia M. Jones, Member

MaryBeth McCabe, Esq., Member

Stephanie Shortall, Member

Attest: _____
Matt West, Township Manager



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

BOARD MOTION

Date: September 26, 2022

I MOVE THAT: The Board approve Resolution 2022-20: Non-Uniform Pension Minimum Municipal Obligation, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisors
CC: Matt West, Michael Walsh
FROM: John Bates
DATE: September 20, 2022
RE: 2023 Minimum Municipal Obligation (MMO) for the Pension Plans

In Pennsylvania, Act 205 was established in 1984 to provide oversight and govern funding for all municipal pension plans. As a result, it is a requirement that the governing body of any municipality with a pension plan, review and consider the expected financial obligations of each plan for the following fiscal year. All municipalities are required to review the Minimum Municipal Obligation (MMO) of their plans no later than the last business day in September at a public meeting. Although the MMO must be submitted to the governing body by the end of September, revisions may be made up to the time the budget is finalized (if needed).

The 2023 MMO Report for both the Non-Uniform and Police Pension Plans was provided by Mockenhaupt Benefits Group on September 18, 2022. The calculation of this obligation is based upon estimated 2022 payroll data for active participants and factors determined by an actuarial valuation. This valuation as of January 1, 2021, reflects a 5% of pay for both Police and Non-Uniformed contributions. ***This results in a 2023 MMO of \$71,397 for Police and \$0 for Non-Uniformed¹.*** Please see the attached Resolutions 2022-20 (Non-Uniform Pension MMO) and 2022-21 (Police Pension MMO) for further details.

As a reminder, the 2022 MMO that will be paid shortly is \$130,751 for the Police and \$9,991 for Non-Uniform. The Township is awaiting the deposit of State Aid, which is anticipated to arrive by end of this month and will be applied to the 2022 MMO that was adopted in 2021. Historically, New Britain Township's receipt of State Aid has exceeded its minimum municipal obligation for both pension funds. As a result, the Board of Supervisors will need to determine the allocation of that excess funding (if applicable) in October 2022. An additional memo will be circulated with further details once they become available.

¹ The historic decrease in the Township's MMO is a result of funding adjustments derived from the latest actuarial valuation. A funding adjustment only exists when the pension plan's assets exceed accrued liabilities as reported in the latest actuarial valuation and is determined pursuant to Section 302 C of Act 205 of 1984.

**NEW BRITAIN TOWNSHIP NON-UNIFORMED EMPLOYEES PENSION PLAN
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2023 MUNICIPAL BUDGET**

A. Normal Cost

1. Normal Cost as a Percent of Payroll	8.612%
2. Estimated 2022 Payroll for Active Participants	\$ <u>1,209,262</u>
3. Normal Cost (A1 x A2)	\$ <u><u>104,142</u></u>

B. Financial Requirement

1. Normal Cost (A3)	\$ 104,142
2. Anticipated Insurance Premiums	0
3. Anticipated Administrative Expense	21,767
4. Amortization Payment, if any	<u>0</u>
5. Financial Requirement (B1 + B2 + B3 + B4)	\$ <u><u>125,909</u></u>

C. Minimum Municipal Obligation

1. Financial Requirement (B5)	\$ 125,909
2. Anticipated Employee Contributions (5.0% of Estimated Payroll)	60,463
3. Funding Adjustment, if any	<u>82,215</u>
4. Minimum Municipal Obligation (C1 - C2 - C3)	\$ <u><u>0</u></u>

NOTES:

1. 2023 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
2. Deposit into the Plan's assets must be made by December 31, 2023 to avoid an interest penalty.
3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2023 budget along with an interest penalty.

I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:

Chief Administrative Officer

Date

Prepared using the January 1, 2021 Valuation.



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

BOARD MOTION

Date: September 26, 2022

I MOVE THAT: The Board approve Resolution 2022-21: Police Pension Minimum Municipal Obligation, per the attachments.

Presented By: _____

Seconded By: _____

**NEW BRITAIN TOWNSHIP POLICE PENSION PLAN
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2023 MUNICIPAL BUDGET**

A. Normal Cost

1. Normal Cost as a Percent of Payroll	13.629%
2. Estimated 2022 Payroll for Active Participants	\$ <u>1,242,362</u>
3. Normal Cost (A1 x A2)	\$ <u><u>169,322</u></u>

B. Financial Requirement

1. Normal Cost (A3)	\$ 169,322
2. Anticipated Insurance Premiums	0
3. Anticipated Administrative Expense	37,271
4. Amortization Payment, if any	<u>0</u>
5. Financial Requirement (B1 + B2 + B3 + B4)	\$ <u><u>206,593</u></u>

C. Minimum Municipal Obligation

1. Financial Requirement (B5)	\$ 206,593
2. Anticipated Employee Contributions (5.0% of Estimated Payroll)	62,118
3. Funding Adjustment, if any	<u>73,078</u>
4. Minimum Municipal Obligation (C1 - C2 - C3)	\$ <u><u>71,397</u></u>

NOTES:

1. 2023 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
2. Deposit into the Plan's assets must be made by December 31, 2023 to avoid an interest penalty.
3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2023 budget along with an interest penalty.

I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:

Chief Administrative Officer

Date

Prepared using the January 1, 2021 Valuation.



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

BOARD MOTION

Date: September 26, 2022

I MOVE THAT: The Board adopt Ordinance 2022-09-03: Stormwater Management Amendment, per the attachments.

Presented By: _____

Seconded By: _____



Erie Times-News | The Intelligencer
 Bucks County Courier Times
 The Daily American | Beaver County Times
 Pocono Record | Burlington County Times

Order Confirmation

Not an Invoice

Account Number:	790961
Customer Name:	New Britain Township
Customer Address:	New Britain Township 207 Park AVE MATT WEST, TWP. MGR. Chalfont PA 18914-2103
Contact Name:	New Britain Township
Contact Phone:	2158221391
Contact Email:	
PO Number:	

Date:	08/25/2022
Order Number:	7705446
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	177.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LNG Intelligencer	1	09/07/2022 - 09/07/2022	Public Notices
LNG classifiedonline.com	1	09/07/2022 - 09/07/2022	Public Notices

Total Order Confirmation	\$652.51
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**NESHAMINY CREEK WATERSHED ACT167
STORMWATER MANAGEMENT ORDINANCE**

**IMPLEMENTING THE REQUIREMENTS OF THE
NESHAMINY CREEK WATERSHED
ACT 167 STORMWATER MANAGEMENT PLAN
(INCLUDES LITTLE NESHAMINY CREEK WATERSHED)**

ORDINANCE NO. 2022-09-03

AN ORDINANCE OF NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA, MENDING CHAPTER 26, STORMWATER/WATER/ WELLS, PART 1, STORMWATER MANAGEMENT, OF THE CODE OF ORDINANCES OF THE TOWNSHIP OF NEW BRITAIN, TO REGULATE DEVELOPMENT WITHIN THE MUNICIPALITY IN A MANNER CONSISTENT WITH THE PENNSYLVANIA STORM WATER MANAGEMENT ACT (ACT 167).

ARTICLE I.

Chapter 26, Stormwater/Water/Wells, Part 1, Stormwater Management, is hereby revised and amended to read as follows:

CHAPTER 26

STORMWATER MANAGEMENT

TABLE OF CONTENTS

A. GENERAL PROVISIONS

- §26-101. Short Title.
- §26-102. Statement of Findings.
- §26-103. Purpose.
- §26-104. Statutory Authority.
- §26-105. Applicability/Regulated Activities.
- §26-106. Exemptions.
- §26-107. Repealer.
- §26-108. Severability.
- §26-109. Compatibility with Other Ordinance or Legal Requirements.
- §26-110. Erroneous Permit.
- §26-110.1 Waivers.

B. DEFINITIONS

§26-111. Interpretation.

§26-112. Definitions.

C. STORMWATER MANAGEMENT

§26-121. General Requirements.

§26-122. Permit Requirements by Other Governmental Entities.

§26-123. Volume Control.

§26-124. Stormwater Peak Rate Control and Management Districts.

§26-125. Calculation Methodology.

§26-126. Other Requirements.

D. STORMWATER MANAGEMENT (SWM) SITE PLAN REQUIREMENTS

§26-131. General Requirement

§26-132. SWM Site Plan Requirements

§26-133. Plan Submission

§26-134. Stormwater Management (SWM) Site Plan Review

§26-135. Modification of Plans

§26-136. Resubmission of Disapproved SWM Site Plans

§26-137. Authorization to Construct and Term of Validity

E. INSPECTIONS

§26-141. Inspections

F. FEES AND EXPENSES

§26-151. Municipal Stormwater Management (SWM) Site Plan Review and Inspection Fee

§26-152. Expenses Covered by Fees

G. MAINTENANCE RESPONSIBILITIES

§26-161. Performance Guarantee

§26-162. Responsibilities for Operations and Maintenance (O&M) of Stormwater Facilities and BMPs

§26-163. Municipal Review of Stormwater Facilities and BMP Operations and Maintenance (O&M) Plan

§26-164. Operations and Maintenance (O&M) Agreement for Privately Owned Stormwater Facilities and BMPs

§26-165. Stormwater Management Easements

H. PROHIBITIONS

§26-171. Prohibited Discharges

§26-172. Roof Drains

§26-173. Alteration of SWM BMPs

I. ENFORCEMENT AND PENALTIES

§26-181. Right of Entry

§26-182. Inspection

§26-183. Enforcement

§26-184. Suspension and Revocation of Permits and Approvals

§26-185. Penalties

§26-186. Appeals

Table 26-106.1 Impervious Surface Exemption Thresholds for the Neshaminy Creek Watershed

Table 26-124.1 Peak Rate Runoff Control Standards by Stormwater Management
Districts in the Neshaminy Creek Watershed

Table 26-125.1 Acceptable Computation Methodologies for Stormwater Management Plans

Table 26-125.2 Rational Runoff Coefficients

PART I

STORMWATER MANAGEMENT

A. General Provisions.

§26-101. Short Title.

This Ordinance shall be known and may be cited as the "Neshaminy Creek Watershed Stormwater Management Ordinance" (a.k.a. Neshaminy/Little Neshaminy Stormwater Management Ordinance).

§26-102. Statement of Findings.

The Governing Body of the Municipality finds that:

- A. Inadequate management of accelerated stormwater runoff resulting from development and redevelopment throughout a watershed increases flood flows and velocities, contributes to erosion and sedimentation, overtaxes the carrying capacity of streams and storm sewers, greatly increases the cost of public facilities to convey and manage stormwater, undermines floodplain management and flood reduction efforts in upstream and downstream communities, reduces groundwater recharge, and threatens public health and safety.
- B. Inadequate planning and management of stormwater runoff resulting from land development and redevelopment throughout a watershed can also harm surface water resources by changing the natural hydrologic patterns, accelerating stream flows (which increase scour and erosion of streambeds and streambanks, thereby elevating sedimentation), destroying aquatic habitat, and elevating aquatic pollutant concentrations and loadings such as sediments, nutrients, heavy metals, and pathogens.
- C. A comprehensive program of stormwater management (SWM), including reasonable regulation of development and activities causing accelerated runoff, is fundamental to the public health, safety, welfare, and the protection of the people of the Municipality and all the people of the Commonwealth, their resources, and the environment.
- D. Stormwater is an important water resource by providing groundwater recharge for water supplies and base flow of streams, which also protects and maintains surface water quality.
- E. Public education on the control of pollution from stormwater is an essential component in successfully addressing stormwater.

- F. Federal and State regulations require certain municipalities to implement a program of stormwater controls. These municipalities are required to obtain a permit for stormwater discharges from their separate storm sewer systems under the National Pollutant Discharge Elimination System (NPDES).

§26-103. Purpose.

The purpose of this Ordinance is to promote the public health, safety, and welfare within the Neshaminy Creek watershed by maintaining the natural hydrologic regime and by minimizing the harms and maximizing the benefits described in Section 102 of this Ordinance, through provisions designed to:

- A. Meet legal water quality requirements under State law, including regulations at 25 Pa. Code 93, to protect, maintain, reclaim, and restore the existing and designated uses of the waters of this Commonwealth.
- B. Minimize increases in stormwater volume and control peak flows.
- C. Minimize impervious surfaces.
- D. Provide review procedures and performance standards for stormwater planning and management.
- E. Preserve the natural drainage systems as much as possible.
- F. Manage stormwater impacts close to the runoff source, requiring a minimum of structures and relying on natural processes.
- G. Focus on infiltration of stormwater to maintain groundwater recharge, to prevent degradation of surface and groundwater quality, and to otherwise protect water resources.
- H. Preserve and restore the flood-carrying capacity of streams.
- I. Prevent scour and erosion of streambanks and stream beds.
- J. Provide standards to meet National Pollution Discharge Elimination System (NPDES) permit requirements.
- K. Address certain requirements of the Municipal Separate Stormwater Sewer System (MS4) NPDES Phase II Stormwater Regulations.
- L. Provide for proper operation and maintenance of all stormwater management facilities and Best Management Practices (BMPs) that are implemented in the Municipality.

§26-104. Statutory Authority.

The Municipality is empowered to regulate land use activities that affect runoff, surface, and groundwater quality and quantity by the authority of:

- A. Pennsylvania Municipalities Planning Code, Act 247, as amended.
- B. Cite applicable municipal code, [e.g. Second Class Township Code (Act 69 of 1933, P.L. 103; 53 P.S. § 65101, as amended) and Borough Code (Act 581 of 1965, P.L. 1656; 53 P.S. § 45101, as amended)].

§26-105. Applicability/Regulated Activities.

1. All Regulated Activities and all activities that may affect stormwater runoff, including Land Development and Earth Disturbance Activity, are subject to regulation by this Ordinance.
2. Regulated Activities include, but are not limited to:
 - A. Land development.
 - B. Subdivisions.
 - C. Prohibited or polluted discharges.
 - D. Alteration of the natural hydrologic regime.
 - E. Construction or reconstruction of, or addition of new impervious or semi-pervious surfaces (i.e., driveways, parking lots, roads, etc.), except for reconstruction of roads where there is no increase in impervious surface.
 - F. Construction of new buildings or additions to existing buildings.
 - G. Redevelopment.
 - H. Diversion piping or encroachments in any natural or man-made channel, and Nonstructural and structural stormwater management Best Management Practices (BMPs) or appurtenances thereto.
 - I. Any of the above Regulated Activities which were approved more than five years prior to the effective date of this Ordinance are resubmitted for Municipal approval.
3. In the event of any conflict between the regulations and requirements set forth in this Ordinance and the Township's Subdivision and Land Development Ordinance, the more restrictive standard or the regulation imposing the higher standard shall be controlling. The standards and requirements set forth in this Ordinance and those similar standards and requirements set forth in the Township's Subdivision and Land Development Ordinance are intended to be read together when determining compliance.

§26-106. Exemptions.

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 Section IV of this Ordinance unless the activity is found to be a significant contributor of pollution to the waters of this Commonwealth.
2. Regulated Activities that create a net increase of impervious surfaces 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 Ordinance.

Table §26-106.1 Impervious Surface Exemption Thresholds for the Neshaminy Creek Watershed

Ordinance Article or Section	Type of Project	Proposed Impervious Surface		
		0 - 1,000 sq. ft.	1,001 - 5000 sq. ft.	5,000 + sq. ft.
Subpart D, SWM Site Plan Requirements	Development	Exempt	Not Exempt	Not Exempt
§26-123 Volume Control Requirements	Development	Not Exempt	Not Exempt	Not Exempt
§26-124 Peak Rate Control Requirements	Development	Exempt	Exempt	Not Exempt
Erosion and Sediment Pollution Control Requirements	Must comply with Title 25, Chapter 102 of the PA Code and any other applicable State, County, and Municipal codes.			

3. Agricultural activity is exempt from the peak rate control requirements and SWM Site Plan preparation requirements of this Ordinance provided the activities are performed according to the requirements of 25 Pa. Code 102.
4. Forest management and timber operations are exempt from the peak rate control requirements and SWM Site Plan preparation requirements of this Ordinance provided the activities are performed according to the requirements of 25 Pa. Code 102.
5. Any aspect of BMP maintenance to an existing SWM system made in accordance with plans and specifications previously approved by the Township is exempt.
6. The use of land for gardening for home consumption is exempt from the requirements of this Ordinance.
7. Exemptions from any provisions of this Ordinance shall not relieve the Applicant from the requirements in Section 301. D. through L.

8. Additional Exemption Criteria:

- A. Exemption Responsibilities - An exemption shall not relieve the Applicant from implementing such measures as are necessary to protect public health, safety, and property.
- B. Drainage Problems - Where drainage problems are documented or known to exist downstream of or is expected from the proposed activity, the Municipality may deny exemptions.
- C. Exemptions are limited to specific portions of this Ordinance.
- D. HQ and EV Streams - The Municipality may deny exemptions in high quality (HQ) or exceptional value (EV) waters and Source Water Protection Areas (SWPA).
- E. Maintenance Exemption - Any maintenance to an existing stormwater management system made in accordance with plans and specifications approved by the Municipal Engineer or Township.

§26-107. Repealer.

Any other ordinance or ordinance provision of the Municipality inconsistent with any of the provisions of this Ordinance is hereby repealed to the extent of the inconsistency only.

§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 Ordinance or Legal 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.

§26-110.1. 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.

B. Definitions

§26-111. Interpretation.

For the purposes of this Ordinance, certain terms and words used herein shall be interpreted as follows:

- A. Words used in the present tense include the future tense; the singular number includes the plural, and the plural number includes the singular; words of masculine gender include feminine gender; and words of feminine gender include masculine gender.
- B. The word "includes" or "including" shall not limit the term to the specific example but is intended to extend its meaning to all other instances of like kind and character.
- C. The word "person" includes an individual, firm, association, organization, partnership, trust, company, corporation, unit of government, or any other similar entity.
- D. The words "shall" and "must" are mandatory; the words "may" and "should" are permissive.
- E. The words "used" or "occupied" include the words "intended, designed, maintained, or arranged to be used, occupied or maintained."

§26-112. Definitions.

ACCELERATED EROSION - The removal of the surface of the land through the combined action of man's activity and the natural processes of a rate greater than

would occur because of the natural process alone.

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.

ALTERATION -As applied to land, a change in topography as a result of the moving of soil and rock from one location or position to another; also the changing of surface conditions by causing the surface to be more or less impervious as the result of changing the land cover including the water, vegetation and bare soil.

APPLICANT - A person who has filed an application for approval to engage in any Regulated Activity defined in Section 105 of this Ordinance.

AS-BUILT DRAWINGS -Engineering or site drawings maintained by the Contractor as he constructs the project and upon which he documents the actual locations of the building components and changes to the original contract documents. These documents, or a copy of same, are turned over to the Qualified Professional at the completion of the project.

BANKFULL - The channel at the top-of-bank or point from where water begins to overflow onto a floodplain.

BASE FLOW - Portion of stream discharge derived from groundwater; the sustained discharge that does not result from direct runoff or from water diversions, reservoir releases, piped discharges, or other human activities.

BEST MANAGEMENT PRACTICES (BMP) - Activities, facilities, designs, measures, or procedures used to manage stormwater impacts from regulated activities, to meet State water quality requirements, to promote groundwater recharge, and to otherwise meet the purposes of this Ordinance. Stormwater BMPs are commonly grouped into one of two broad categories or measures: "structural" or "nonstructural." In this Ordinance, nonstructural BMPs or measures refer to operational and/or behavior-related practices that attempt to minimize the contact of pollutants with stormwater runoff whereas structural BMPs or measures are those that consist of a physical device or practice that is installed to capture and treat stormwater runoff. Structural BMPs include, but are not limited to, a wide variety of practices and devices, from large-scale retention ponds and constructed wetlands, to small-scale underground treatment systems, infiltration facilities, filter strips, low impact design, bioretention, wet ponds, permeable paving, grassed swales, riparian or forested buffers, sand filters, detention basins, and manufactured devices. Structural stormwater BMPs are permanent appurtenances to the project site.

BIORETENTION - A stormwater retention area that utilizes woody and herbaceous plants and soils to remove pollutants before infiltration occurs.

BUFFER - The area of land immediately adjacent to any stream, measured perpendicular to and horizontally from the top-of-bank on both sides of a stream (see Top-of-Bank).

CHANNEL - An open drainage feature through which stormwater flows. Channels include, but shall not be limited to, natural and man-made watercourses, swales, streams, ditches, canals, and pipes that convey continuously or periodically flowing water.

CISTERN - An underground reservoir or tank for storing rainwater.

CONSERVATION DISTRICT - The Bucks County Conservation District.

CULVERT - A structure with its appurtenant works, which carries water under or through an embankment or fill.

CURVE NUMBER - Value used in the Soil Cover Complex Method. It is a measure of the percentage of precipitation which is expected to run off from the watershed and is a function of the soil, vegetative cover, and tillage method.

DAM - A man-made barrier, together with its appurtenant works, constructed for the purpose of impounding or storing water or another fluid or semifluid. A dam may include a refuse bank, fill or structure for highway, railroad or other purposes which impounds or may impound water or another fluid or semifluid.

DEPARTMENT-The Pennsylvania Department of Environmental Protection (PADEP).

DESIGNEE - The agent of the Bucks County, Bucks County Conservation District, and/or agent of the Governing Body involved with the administration, review, or enforcement of any provisions of this Ordinance by contract or memorandum of understanding.

DESIGN PROFESSIONAL (QUALIFIED) - A Pennsylvania Registered Professional Engineer, Registered Landscape Architect or Registered Professional Land Surveyor trained to develop stormwater management plans.

DESIGN STORM - The magnitude and temporal distribution of precipitation from a storm event measured in probability of occurrence (e.g., a 5-year storm) and duration (e.g., 24-hours), used in the design and evaluation of stormwater management systems.

DETENTION BASIN - An impoundment designed to collect and retard stormwater runoff by temporarily storing the runoff and releasing it at a predetermined rate. Detention basins are designed to drain completely soon after a rainfall event and

become dry until the next rainfall event.

DETENTION VOLUME -The volume of runoff that is captured and released into the Waters of the Commonwealth at a controlled rate.

DEVELOPER - A person that seeks to undertake a land development or subdivision.

DEVELOPMENT - Any human-induced change to improved or unimproved real estate, whether public or private, including, but not limited to, land development, construction, installation, or expansion of a building or other structure, land division, street construction, drilling, and site alteration such as embankments, dredging, grubbing, grading, paving, parking or storage facilities, excavation, filling, stockpiling, or clearing. As used in this Ordinance, development encompassing both new development and redevelopment.

DEVELOPMENT SITE - The specific tract or parcel of land where any regulated activity set forth in Section 105 is planned, conducted or maintained.

DIFFUSED DRAINAGE DISCHARGE - Drainage discharge that is not confined to a single point location or channel, including sheet flow or shallow concentrated flow.

DISCHARGE - 1. (verb) To release water from a project, site, aquifer, drainage basin or other point of interest (verb); 2. (noun) The rate and volume of flow of water such as in a stream, generally expressed in cubic feet per second. See also Peak Discharge.

DISCHARGE POINT - The point of discharge for a stormwater facility.

DISCONNECTED IMPERVIOUS AREA (DIA) - An impervious or impermeable surface that is disconnected from any stormwater drainage or conveyance system and is redirected or directed to a pervious area, which allows for infiltration, filtration, and increased time of concentration.

DISTURBED AREAS - Unstabilized land area where an earth disturbance activity is occurring or has occurred.

DITCH - A man-made waterway constructed for irrigation or stormwater conveyance purposes.

DRAINAGE CONVEYANCE FACILITY - A stormwater management facility designed to transport stormwater runoff that includes channels, swales, pipes, conduits, culverts, and storm sewers.

DRAINAGE EASEMENT - A right granted by a landowner to a grantee, allowing the use of private land for stormwater management purposes.

DRAINAGE PERMIT - A permit issued by the Municipality after the SWM Site Plan

has been approved.

EARTH DISTURBANCE ACTIVITY - A construction or other human activity that disturbs the surface of land, including, but not limited to, clearing and grubbing, grading, excavations, embankments, land development, agricultural plowing or tilling, timber harvesting activities, road maintenance activities, mineral extraction, and the moving, depositing, stockpiling, or storing of soil, rock or earth materials.

EMERGENCY SPILLWAY - A conveyance area that is used to pass peak discharge greater than the maximum design storm controlled by the stormwater facility.

ENCROACHMENT - A structure or activity that changes, expands or diminishes the course, current or cross section of a watercourse, floodway or body of water.

EXISTING RESOURCES AND SITE ANALYSIS MAP - A base map which identifies fundamental environmental site information, including floodplains, wetlands, topography, vegetative site features, natural areas, prime agricultural land and areas supportive of endangered species.

EROSION - The process by which the surface of the land, including water/stream channels, is worn away by water, wind, or chemical action.

EROSION AND SEDIMENT CONTROL PLAN - A site-specific plan identifying BMPs to minimize accelerated erosion and sedimentation. For agricultural plowing or tilling activities, the Erosion and Sediment Control Plan is that portion of a conservation plan identifying BMPs to minimize accelerated erosion and sedimentation.

EXCEPTIONAL VALUE WATERS - Surface waters of high quality which satisfy Pennsylvania Code Title 25 Environmental Protection, Chapter 93, Water Quality Standards, §93.4b(b) (relating to antidegradation).

EXISTING CONDITIONS - The initial condition of a project site prior to the proposed alteration.

EXISTING RECHARGE AREA - Undisturbed surface area or depression where stormwater collects and a portion of which infiltrates and replenishes the groundwater.

FLOOD - A temporary condition of partial or complete inundation of land areas from the overflow of streams, rivers, and other waters of the Commonwealth.

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. Pennsylvania DEP Technical Manual for Sewage Enforcement Officers (as amended or replaced from time to time by DEP).

FLOODWAY - The channel of a river or other watercourse and the adjacent land

areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FOREST MANAGEMENT/TIMBER OPERATIONS - Planning and associated activities necessary for the management of forestland. These include timber inventory and preparation of forest management plans, silvicultural treatment, cutting budgets, logging road design and construction, timber harvesting, and reforestation.

FREEBOARD - A vertical distance between the elevation of the design high-water and the top of a dam, levee, tank, basin, swale, or diversion berm. The space is required as a safety margin in a pond or basin.

GOVERNING BODY - Elected municipal officials of municipalities (e.g. Township Supervisors or Township Council or Borough Council).

GRADE - 1. (noun) A slope, usually of a road, channel or natural ground specified in percent and shown on plans as specified herein. 2. (verb) To finish the surface of a roadbed, the top of an embankment, or the bottom of excavation.

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

GROUNDWATER - Water beneath the earth's surface that supplies wells and springs and is often between saturated soil and rock.

GROUNDWATER RECHARGE - The replenishment of existing natural underground water supplies from rain or overland flow.

HEC-HMS -The U.S. Army Corps of Engineers, Hydrologic Engineering Center (HEC) - Hydrologic Modeling System (HMS). This model was used to model the Neshaminy Creek watershed during the Act 167 Plan development and was the basis for the Standards and Criteria of this Ordinance.

HIGH QUALITY WATERS - Surface waters having quality which exceeds levels necessary to support propagation of fish, shellfish, and wildlife and recreation in and on the water by satisfying Pennsylvania Code Title 25 Environmental Protection, Chapter 93 Water Quality Standards, § 93.4b(a).

HOT SPOT - An area where land use or activity generates highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater. Typical pollutant loadings in stormwater may be found in Chapter 8, Section 6, of the Pennsylvania Stormwater Best Management Practices Manual, Pennsylvania Department of Environmental Protection (PADEP) No. 363-0300-002 (2006). More information concerning hot spots may be found in Section 306.A. of this Ordinance.

HYDROGRAPH - A graph representing the discharge of water versus time for a selected point in the drainage system.

HYDROLOGIC REGIME - The hydrologic cycle or balance that sustains quality and quantity of stormwater, baseflow, storage, and groundwater supplies under natural conditions.

HYDROLOGIC SOIL GROUP - A classification of soils by the Natural Resources Conservation Service, formerly the Soil Conservation Service, into four runoff potential groups. The groups range from A soils, which are very permeable and produce little runoff, to D soils, which are not very permeable and produce much more runoff.

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.

IMPOUNDMENT - A retention or detention basin designed to retain stormwater runoff and release it at a controlled rate.

INFILL DEVELOPMENT - Development that occurs on smaller parcels that remain undeveloped but are within or very close proximity to urban or densely developed areas. Infill development usually relies on existing infrastructure and does not require an extension of water, sewer or other public utilities.

INFILTRATION - Movement of surface water into the soil, where it is absorbed by plant roots, evaporated into the atmosphere, or percolated downward to recharge groundwater.

INFILTRATION STRUCTURES - A structure designed to direct runoff into the underground water (e.g., French drains, seepage pits, or seepage trenches).

INITIAL ABSTRACTION (I_a): The value used to calculate the volume or peak rate of runoff in the soil cover complex method. It represents the depth of rain retained on vegetation plus the depth of rain stored on the soil surface plus the depth of rain infiltrated prior to the start of runoff.

INLET - The upstream end of any structure through which water may flow.

INTERMITTENT STREAM - A stream that flows only part of the time. Flow generally occurs for several weeks or months in response to seasonal precipitation or groundwater discharge.

KARST - A type of topography or landscape characterized by surface depressions,

sinkholes, rock pinnacles/uneven bedrock surface, underground drainage, and caves. Karst is formed on carbonate rocks, such as limestone or dolomite.

LAND DEVELOPMENT - Any of the following activities:

- A. The improvement of one lot or two or more contiguous lots, tracts, or parcels of land for any purpose involving:
 - (1) A group of two or more residential or nonresidential buildings, whether proposed initially or cumulatively, or a single nonresidential building on a lot or lots regardless of the number of occupants or tenure; or
 - (2) The division or allocation of land or space, whether initially or cumulatively, between or among two or more existing or prospective occupants by means of, or for the purpose of streets, common areas, leaseholds, condominiums, building groups, or other features.
- B. A subdivision of land.
- C. Development in accordance with Section 503(1.1) of the PA Municipalities Planning Code.

LOT - A designated parcel, tract or area of land established by a plat or otherwise as permitted by law and to be used, developed or built upon as a unit.

LOW IMPACT DEVELOPMENT (LID) PRACTICES - 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.

MAIN STEM (MAIN CHANNEL) - Any stream segment or other runoff conveyance used as a reach in the Neshaminy Creek hydrologic model.

MANNING EQUATION (MANNING FORMULA) - A method for calculation of velocity of flow (e.g., feet per second) and flow rate (e.g., cubic feet per second) in open channels based upon channel shape, roughness, depth of flow and slope. "Open Channels" may include closed conduits so long as the flow is not under pressure.

MUNICIPAL ENGINEER - A professional engineer licensed as such in the Commonwealth of Pennsylvania, duly appointed as the engineer for a municipality, planning agency or joint planning commission.

MUNICIPALITY - New Britain Township, Bucks County,

Pennsylvania. NATURAL HYDROLOGIC REGIME (see Hydrologic Regime).

NONPOINT SOURCE POLLUTION - Pollution that enters a water body from diffuse origins in the watershed and does not result from discernible, confined, or discrete conveyances.

NON-STORMWATER DISCHARGES - Water flowing in stormwater collection facilities, such as pipes or swales, which is not the result of a rainfall event or snowmelt.

NPDES - National Pollutant Discharge Elimination System, the Federal government's system for issuance of permits under the Clean Water Act, which is delegated to PADEP in Pennsylvania.

NRCS - Natural Resource Conservation Service (previously Soil Conservation Service).

OUTFALL - "Point source" as described in 40 CFR § 122.2 at the point where the Municipality's storm sewer system discharges to surface waters of the Commonwealth.

OUTLET - Points of water disposal to a stream, river, lake, tidewater or artificial drain.

PARENT TRACT - The parcel of land from which a land development or subdivision originates, determined from the date of municipal adoption of this Ordinance.

PEAK DISCHARGE - The maximum rate of stormwater runoff from a specific storm event.

PENN STATE RUNOFF MODEL (PSRM) - The computer-based hydrologic model developed at the Pennsylvania State University.

PERENNIAL STREAM - A stream which contains water at all times except during extreme drought.

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

PIPE - A culvert, closed conduit, or similar structure (including appurtenances) that conveys stormwater.

PLANNING COMMISSION - The planning commission of New Britain Township.

POINT SOURCE - Any discernible, confined and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, or conduit from which stormwater is or may be discharged, as defined in State regulations at 25 Pa. Code § 92.1.

POST CONSTRUCTION - Period after construction during which disturbed areas are stabilized, stormwater controls are in place and functioning, and all proposed improvements in the approved land development plan are completed.

PREDEVELOPMENT (see Existing Condition).

PRETREATMENT - Techniques employed in stormwater BMPs to provide storage or filtering to trap coarse materials and other pollutants before they enter the system, but not necessarily designed to meet the volume requirements of Section 303.

PROJECT SITE - The specific area of land where any Regulated Activities in the Municipality are planned, conducted or maintained.

QUALIFIED PROFESSIONAL - Any person licensed by the Pennsylvania Department of State or otherwise qualified by law to perform the work required by the Ordinance.

RATIONAL METHOD-A rainfall-runoff relation used to estimate peak flow.

RECHARGE - The replenishment of groundwater through the infiltration of rainfall, other surface waters, or land application of water or treated wastewater.

RECORD DRAWINGS - Original documents revised to suit the as-built conditions and subsequently provided by the Engineer to the client. The Engineer reviews the contractor's as-built drawings against his/her own records for completeness, then either turns these over to the client or transfers the information to a set of reproducibles, in both cases for the client's permanent records. Record drawings are not the same as record plans submitted for recording with the County in accordance with the PA Municipalities Planning Code (Act 247).

REDEVELOPMENT - Any development that requires demolition or removal of existing structures or impervious surfaces at a site and replacement with new impervious surfaces. Maintenance activities such as top-layer grinding/milling and re-paving are not considered to be redevelopment and are not considered earth disturbance. Interior remodeling projects and tenant improvements are also not considered to be redevelopment. Utility trenches in streets are not considered redevelopment. The limit of disturbance for a utility trench shall be restricted to the trench width and include staging areas outside of an impervious surface.

REGULATED ACTIVITIES - Any earth disturbance activities or any activities that involve the alteration or development of land in a manner that may affect stormwater runoff.

REGULATED EARTH DISTURBANCE ACTIVITY - Activity involving earth disturbance subject to regulation under 25 Pa. Code 92, 25 Pa. Code 102, or the Clean Streams Law.

RELEASE RATE - The percentage of existing conditions peak rate of runoff from a

site or subarea to which the proposed conditions peak rate of runoff must be reduced to protect downstream areas.

REPAVING - Replacement of the impervious surface that does not involve reconstruction of an existing paved (impervious) surface.

REPLACEMENT PAVING - Reconstruction of and full replacement of an existing paved (impervious) surface.

RETENTION BASIN - A structure in which stormwater is stored and not released during the storm event. Retention basins are designed for infiltration purposes, and do not have an outlet. The retention basin must infiltrate stored water in three days or less.

RETENTION VOLUME/REMOVED RUNOFF - The volume of runoff that is captured and not released directly into the surface Waters of the Commonwealth during or after a storm event.

RETURN PERIOD - The probability an event will occur in any given year. Typically displayed as a whole number, e.g. 25-year event, and represents the inverse of the frequency of that event. For example, the 25-year return period rainfall gives the probability, 1/25 or 4 %, which that size storm will occur in any given year.

ROAD MAINTENANCE - Earth disturbance activities within the existing road cross-section, such as grading and repairing existing unpaved road surfaces, cutting road banks, cleaning or clearing drainage ditches and other similar activities.

ROOF DRAINS - A drainage conduit or pipe that collects water runoff from a roof and leads it away from the structure.

RUNOFF - Any part of precipitation that flows over the land surface.

SALDO - Subdivision and Land Development Ordinance.

SEDIMENT - Soils or other materials transported by surface water as a product of erosion.

SEDIMENT POLLUTION - The placement, discharge or any other introduction of sediment into the waters of the Commonwealth.

SEDIMENTATION -The process by which mineral or organic matter is accumulated or deposited by the movement of water or air.

SEEPAGE PIT/SEEPAGE TRENCH-An area of excavated earth filled with loose stone or similar coarse material, into which surface water is directed for infiltration into the underground water. More information on Seepage Pits may be found in the PA BMP Manual, December 2006, Chapter 6, Section 4.

SEPARATE STORM SEWER SYSTEM - A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels or storm drains) primarily used for collecting and conveying stormwater runoff.

SHALLOW CONCENTRATED FLOW - Stormwater runoff flowing in shallow, defined ruts prior to entering a defined channel or waterway.

SHEET FLOW - A flow process associated with broad, shallow water movement on sloping ground surfaces that is not channelized or concentrated.

SOIL COVER COMPLEX METHOD - A method of runoff computation developed by the NRCS that is based on relating soil type and land use/cover to a runoff parameter called Curve Number (CN).

SOURCE WATER PROTECTION AREAS (SWPA) - The zone through which contaminants, if present, are likely to migrate and reach a drinking water well or surface water intake.

SPECIAL PROTECTION SUBWATERSHEDS - Watersheds that have been designated in Pennsylvania Code Title 25 Environmental Protection, Chapter 93 Water Quality Standards, as exceptional value (EV) or high quality (HQ) waters.

SPILLWAY - A conveyance that is used to pass the peak discharge of the maximum design storm that is controlled by the stormwater facility.

STATE WATER QUALITY REQUIREMENTS - The regulatory requirements to protect, maintain, reclaim, and restore water quality under Title 25 of the Pennsylvania Code and the Clean Streams Law.

STORM FREQUENCY - The number of times that a given storm "event" occurs or is exceeded on the average in a stated period of years. See "Return Period".

STORM SEWER - A system of pipes and/or open channels that convey intercepted runoff and stormwater from other sources, but excludes domestic sewage and industrial wastes.

STORMWATER - The surface runoff generated by precipitation reaching the ground surface.

STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES - Is abbreviated as BMPs or SWM BMPs throughout this Ordinance.

STORMWATER MANAGEMENT FACILITY - Any structure, natural or man-made, that, due to its condition, design, or construction, conveys, stores, or otherwise affects stormwater runoff quality, rate, or quantity. Typical stormwater management facilities include, but are not limited to, detention and retention basins, open channels, storm sewers, pipes, and infiltration structures.

STORMWATER MANAGEMENT PLAN - The watershed plan, known as the "Neshaminy Creek Watershed Act 167 Stormwater Management Plan," for managing those land use activities that will influence stormwater runoff quality and quantity and that would impact the Neshaminy Creek Watershed adopted by Bucks and Montgomery Counties as required by the Act of October 4, 1978, P.L. 864 (Act 167).

STORMWATER SWM SITE PLAN - The plan prepared by the Applicant or his representative indicating how stormwater runoff will be managed at the site of interest according to this Ordinance.

STREAM - A flow of water in a natural channel or bed, as a brook, rivulet, or a small river.

STREAM BUFFER - The land area adjacent to each side of a stream, essential to maintaining water quality (See Buffer).

STREAM ENCLOSURE - A bridge, culvert, or other structure more than 100 feet in length upstream to downstream which encloses a regulated water of the Commonwealth.

STREAMBANK EROSION - The widening, deepening, or headward cutting of channels and waterways, caused by stormwater runoff or bankfull flows.

SUBAREA (SUBWATERSHED) - The smallest drainage unit of a watershed for which stormwater management criteria have been established in the Stormwater Management Plan.

SUBDIVISION - The division or redivision of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels, or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs or devisees, transfer of ownership, or building or lot development, provided the subdivision by lease of land for agricultural purposes into parcels of more than ten acres, not involving any new street or easement of access or any residential dwelling, shall be exempted.

SURFACE WATERS OF THE COMMONWEALTH - Any and all rivers, streams, creeks, rivulets, ditches, watercourses, storm sewers, lakes, dammed water, wetlands, ponds, springs, and all other bodies or channels of conveyance of surface waters, or parts thereof, whether natural or artificial, within or on the boundaries of the Commonwealth.

SWALE - A low lying stretch of land that gathers or carries surface water runoff.

SWM SITE PLAN - The documentation of the stormwater management system to be used for a given development site, the contents of which are established in Section 402.

TIMBER OPERATIONS- See Forest Management.

TIME-OF-CONCENTRATION (TC) - The time required for surface runoff to travel from the hydraulically most distant point of the watershed to a point of interest within the watershed. This time is the combined total of overland flow time and flow time in pipes or channels, if any.

TOP-OF-BANK- Highest point of elevation in a stream channel cross-section at which a rising water level just begins to flow out of the channel and over the floodplain.

TOTAL SITE AREA - The area of a site that is to be disturbed and all onsite areas, whether disturbed or undisturbed, that will drain to a proposed stormwater management facility.

VEGETATED SWALE -A natural or man-made waterway, usually broad and shallow, covered with erosion-resistant grasses, used to convey surface water.

VERNAL POOL - Seasonal depressional wetlands that are covered by shallow water for variable periods from Winter to Spring but may be completely dry for most of the Summer and Fall.

WATERCOURSE - A channel or conveyance of surface water having a defined bed and banks, whether natural or artificial, with perennial or intermittent flow.

WATERS OF THE COMMONWEALTH - Any and all rivers, streams, creeks, rivulets, ditches, watercourses, storm sewers, lakes, dammed water, wetlands, ponds, springs, and all other bodies or channels of conveyance of surface and underground water, or parts thereof, whether natural or artificial, within or on the boundaries of the Commonwealth.

WATERSHED - Region or area drained by a river, watercourse, or other body of water, whether natural or artificial.

WET BASIN - Pond for urban runoff management that is designed to detain urban runoff and always contains water.

WETLAND - Those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, fens, and similar areas.

D. Stormwater Management.

§26-121. General Requirements.

1. Applicants proposing Regulated Activities in the Neshaminy Creek watershed that do not fall under the exemption criteria shown in Section I 06 shall submit a Stormwater Management (SWM) Site Plan consistent with the Neshaminy Creek

Watershed SWM Plan to the Municipality for review. The SWM criteria of this Ordinance shall apply to the total proposed development even if development is to take place in stages. Preparation and implementation of an approved SWM Site Plan is required. No Regulated Activities shall commence until the Municipality issues written approval of a SWM Site Plan, which demonstrates compliance with the requirements of this Ordinance.

2. SWM Site Plans approved by the Municipality, in accordance with Article IV, shall be on-site throughout the duration of the Regulated Activity.
3. The Municipality may, after consultation with the Department of Environmental Protection (PADEP), approve measures for meeting the State water quality requirements other than those in this Ordinance, provided that they meet the minimum requirements of, and do not conflict with, State law including, but not limited to, the Clean Streams Law.
4. For all regulated earth disturbance activities, Erosion and Sediment (E&S) Control Best Management Practices (BMPs) shall be designed, implemented, operated, and maintained during the Regulated Earth Disturbance Activities (e.g., during construction) to meet the purposes and requirements of this Ordinance and to meet all requirements under Title 25 of the Pennsylvania Code and the Clean Streams Law. Various BMPs and their design standards are listed in the Erosion and Sediment Pollution Control Program Manual, No. 363-2134-008 (April 15, 2000), as amended and updated.
5. For all Regulated Activities, implementation of the volume controls in Section 303 of this Ordinance is required.
6. Impervious areas:
 - A. The measurement of impervious areas shall include all of the impervious areas in the total proposed development even if development is to take place in stages.
 - B. For development taking place in stages, the entire development plan must be used in determining conformance with this Ordinance.
 - 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.
7. Stormwater flows onto adjacent property shall not be created, increased, decreased, relocated, or otherwise altered without written notification of the adjacent property owner(s). Such stormwater flows shall be subject to the requirements of this Ordinance.

8. All Regulated Activities shall include such measures as necessary to:
 - A. Protect health, safety, and property.
 - B. Meet the water quality goals of this Ordinance by implementing measures to:
 - (1) Minimize disturbance to floodplains, wetlands, and wooded areas.
 - (2) Create, maintain, repair or extend riparian buffers.
 - (3) Avoid erosive flow conditions in natural flow pathways.
 - (4) Minimize thermal impacts to waters of this Commonwealth.
 - (5) Disconnect impervious surfaces (i.e. Disconnected Impervious Areas, DIAs) by directing runoff to pervious areas, wherever possible.
 - 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.
9. Infiltration BMPs should be spread out, made as shallow as practicable, and located to maximize the use of natural on-site infiltration features while still meeting the other requirements of this Ordinance.
10. The design of all facilities over Karst shall include an evaluation of measures to minimize the risk of adverse effects.
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.
12. The design storm volumes to be used in the analysis of peak rates of discharge should be obtained from the Precipitation-Frequency Atlas of the United States, Atlas 14, Volume 2, Version 3.0, U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), National Weather Service,

Hydrometeorological Design Studies Center, Silver Spring, Maryland. NOAA's Atlas 14 can be accessed at <http://hdsc.nws.noaa.gov/hdsc/pfds/>.

13. For all regulated activities, SWM BMPs shall be designed, implemented, operated, and maintained to meet the purposes and requirements of this Ordinance and to meet all requirements under Title 25 of the Pennsylvania Code, the Clean Streams Law, and the Storm Water Management Act.
14. Various BMPs and their design standards are listed in the Pennsylvania Stormwater Best Management Practices Manual (PA BMP Manual).

§26-122. Permit Requirements by Other Governmental Entities.

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.

§26-123. Volume Control.

1. Volume controls will mitigate increased runoff impacts, protect stream channel morphology, maintain groundwater recharge, and contribute to water quality improvements. Stormwater runoff volume control methods are based on the net change in runoff volume for the two-year storm event.
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 Ordinance 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.
 - A. Design-Storm Method (Any Regulated Activity): This method requires detailed modeling based on site conditions. For modeling assumptions refer to Section 305.A.
 - (1) Post-development total runoff should not be increased from pre-development total runoff for all storms equal to or less than the 2-year 24- hour duration precipitation.
 - (2) The following applies to estimate the increased volume of runoff for the 2-year 24-hour duration precipitation event:

To calculate the runoff volume (cubic feet) for existing site conditions (pre-development) and for the proposed developed site conditions

(post- development), it is recommended to use the soil cover complex method as shown on the following page. The calculated volume shall be either reused, evapotranspired, or infiltrated through structural or nonstructural means.

Soil Cover Complex Method:

$$\text{Step 1: Runoff (in)} = Q = (P - 0.2S)^2 / (P + 0.8S)$$

where P = 2-year Rainfall (in)

S = (1000 / CN)- 10, the potential maximum retention
(Including initial abstraction, Ia)

$$\text{Step 2: Runoff Volume (Cubic Feet)} = Q \times \text{Area} \times$$

1/12 Q = Runoff (in)

Area= SWM Area (sq ft)

B. Simplified Method (Regulated activities less than or equal to 1 acre):

- (1) Stormwater facilities shall capture the runoff volume from at least the first two inches (2") of runoff from all new impervious surfaces.

Volume (cubic feet) = (2" runoff/12 inches) * impervious surface (sq ft)

- (2) At least the first inch (1") of runoff volume from the new impervious surfaces shall be permanently removed from the runoff flow-i.e., it shall not be released into the surface waters of the Commonwealth. The calculated volume shall be either reused, evapotranspired or infiltrated through structural or nonstructural means.

Volume (cubic feet) = (1" runoff/12 inches) * impervious surface (sq ft)

- (3) Infiltration facilities should be designed to accommodate the first half inch (0.5") of the permanently removed runoff.
- (4) No more than one inch (1") of runoff volume from impervious surfaces shall be released from the site. The release time must be over 24 to 72 hours.

C. Stormwater Control Measures: The Applicant must demonstrate how the required volume is controlled through Stormwater Best Management Practices (BMPs) which shall provide the means necessary to capture, reuse, evaporate, transpire or infiltrate the total runoff volume.

- (1) If natural resources exist on the site, the Applicant is required to submit a SWM Site Plan shall determine the total acreage of protected area where no disturbance is proposed. The acreage of the protected area should be subtracted from the total site area and not included in the stormwater management site area acreage used in determining the volume controls.

Stormwater Management Site Area =
{Total Site Area (for both pre & post development conditions)- Protected Area}

Natural Resource Areas should be calculated based upon the Municipality's own natural resource protection ordinance. For additional reference see Chapter 5, Section 5.4.1, of the PA BMP manual.

- (2) Calculate the volume controls provided through nonstructural BMPs.
- (3) Volume controls provided through nonstructural BMPs should be subtracted from the required volume to determine the necessary structural BMPs.

$$\text{Required Volume Control (ft')} - \text{Nonstructural Volume Control (ft')} - \text{Structural Volume Control (ft')} = \text{Requirement (ft')}$$

- (4) Calculate the volume controls provided through structural BMPs. See PA BMP manual, Chapter 6, for description of the BMPs.
- (5) Infiltration BMPs intended to receive runoff from developed areas shall be selected based on the suitability of soils and site conditions. Infiltration BMPs shall be constructed on soils that have the following characteristics:
 - (a) A minimum soil depth of 24 inches between the bottom of the infiltration BMPs and the top of bedrock or seasonally high water table.
 - (b) An infiltration rate sufficient to accept the additional stormwater load and dewater completely as determined by field tests. A minimum of 0.25 inches/hour (in/hr) should be utilized and for acceptable rates a safety factor of 50% should be applied for design purposes (e.g., for soil which measured 0.5 in/hr, the BMP design should use 0.25 in/hr to insure safe infiltration rates after construction).
 - (c) All open-air infiltration facilities shall be designed to completely infiltrate runoff volume within three days (72 hours) from the start of the design storm.
- (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.

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.

- (1) Newly planted deciduous trees can reduce runoff volume by 6 cubic feet. Newly planted evergreen trees can reduce runoff volume by 10 cubic feet.
- (2) Projects that proposed between 0 square feet and 500 square feet of new impervious are required to plant trees that would reduce runoff volume by 10 cubic feet. Projects that proposed between 501 square feet and 1,000 square feet of new impervious are required to plant trees that would reduce runoff volume by 20 cubic feet.
- (3) Proposed deciduous or evergreen trees must be selected from the Township's Required Plant Material List from the Subdivision and Land Development Ordinance.
- (4) If an Applicant demonstrates the required number of plantings cannot be accommodated on the property, the Applicant is required to pay a fee-in-lieu of landscaping in an amount equal to \$350 per tree.

§26-124. Stormwater Peak Rate Control and Management Districts.

Peak rate controls for large storms, up to the 100-year event, is essential in order to protect against immediate downstream erosion and flooding. The following peak rate controls have

been determined through hydrologic modeling of the Neshaminy Creek watershed.

- Standards for managing runoff from each subarea in the Neshaminy Creek Watershed for the 2-, 5-, 10-, 25-, 50-, and 100-year design storms are shown in Table 304.1. Development sites must control proposed development conditions runoff rates to existing conditions runoff rates for the design storms in accordance with Table 304.1 on the following page.

**Table §26.124.1
Peak Rate Runoff Control Standards by Stormwater Management
Districts In The Neshaminy Creek Watershed
(includes Little Neshaminy Creek)**

**Table 26-124.1 Peak Rate Runoff Control Standards by Stormwater Management Districts In The Neshaminy
Creek Watershed (includes Little Neshaminy Creek)**

District	Design Storm Post-Development (Proposed Conditions)	Design Storm Pre-Development (Existing Conditions)
New Britain	2-year	1-year
Township	5-year	2-year
	10-year	5-year
	25-year	10-year
	50-year	25-year
	100-year	50-year

2. General - Proposed conditions rates of runoff from any Regulated Activity shall not exceed the peak release rates of runoff from existing conditions for the design storms specified in this Section of the Ordinance.
3. Off-Site Areas - When calculating the allowable peak runoff rates, developers do not have to account for runoff draining into the subject development site from an off-site area. On-site drainage facilities shall be designed to safely convey off-site flows through the development site.
4. 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.
5. Criteria for Redevelopment Sites - For redevelopment sites, meet the full requirements specified by Table 26-124.1 and Sections 26-124.1 through 26-124.4.

§26-125. Calculation Methodology.

1. The following criteria shall be used for runoff calculations:
 - A. For development sites not considered redevelopment, the ground cover used to determine the existing conditions runoff volume and flow rate shall be as follows:
 - (1) For the wooded portion of sites use a ground cover of "woods in good condition." An area is classified as wooded if a continuous canopy of trees exists over a 1/8 acre.
 - (2) The undeveloped portion of the site including agriculture, bare earth, and fallow ground shall be considered as "meadow in good condition," unless the natural ground cover generates a lower curve number (CN) or Rational "c" value (i.e., woods).
 - B. For development and redevelopment sites, the ground cover used to determine the existing conditions runoff volume and flow rate for the developed portion of the site shall be based upon actual land cover conditions, except that 50% of the impervious surface area shall be considered meadow in the model for existing conditions.
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 305.1 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.

Q = Peak flow rate, cubic feet per second (CFS)
 C = Runoff coefficient, dependent on land use/cover
 I = Design rainfall intensity, inches per hour
 A = Drainage Area, acres

3. All calculations consistent with this Ordinance using the Soil Cover Complex Method shall use the appropriate design rainfall depths for the various return period storms according to the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 rain data corresponding to the Doylestown rain gage. These rainfall depths are: 2.7" (1-year), 3.3" (2-year), 4.1" (5-year), 4.8" (10-year), 5.8" (25-year), 6.7" (50-year) and 7.6" (100-year). This data may also be directly retrieved from the NOAA Atlas 14 website: hdsc.nws.noaa.gov/hdsc/pfds/orb/pa_pfds.html. If a hydrologic computer model such as PSRM or HEC-1 /HEC-HMS is used for stormwater runoff calculations, then the duration of rainfall shall be 24 hours.

TABLE 26-125.1
Acceptable Computation
Methodologies for Stormwater
Management Plans

METHOD	METHOD DEVELOPED BY	APPLICABILITY
TR-20 (or commercial computer package based on TR-20)	USDANRCS	Applicable where use of full hydrology computer model is desirable or necessary.
TR-55 (or commercial computer package based on TR-55)	USDANRCS	Applicable for land development plans within limitations described in TR-55.
HEC-1 /HEC-HMS	U.S. Army Corps of Engineers	Applicable where use of full hydrologic computer model is desirable or necessary.
PSRM	Penn State University	Applicable where use of a hydrologic computer model is desirable or necessary; simpler than TR-20 or HEC-1.
Dekalb Rational Method (or commercial computer package based on Rational Method)	Emil Kuichling (1889)	For sites 1 acre or less, or as approved by the Municipality and/or Municipal Engineer.
Other Methods	Varies	Other computation methodologies approved by the Municipality

4. All calculations using the Rational Method shall use rainfall intensities consistent with appropriate times-of-concentration for overland flow & return periods from NOAA Atlas 14, Volume 2 Version 2.1. Times-of-concentration for overland flow shall be calculated using the methodology presented in Chapter 3 of Urban Hydrology for Small Watersheds, NRCS, TR-55 (as amended from time-to-time by NRCS). Times-of-concentration for channel & pipe flow shall be computed using Manning's equation.
5. Runoff Curve Numbers (CN) for both existing and proposed conditions to be used in the soil cover complex method shall be based on TR-55.
6. Runoff coefficients (C) for both existing and proposed conditions for use in the Rational Method shall be consistent with Table 26-125.2 below.

**TABLE 26-125.2. Rational Runoff Coefficients
By Hydrologic Soils Group and Overland Slope (%)**

Land Use	A			B			C			D		
	0-2%	2-6%	6%+	0-2%	2-6%	6%+	0-2%	2-6%	6%+	0-2%	2-6%	6%+
Residential												
Lot Size 1/8 Acre	0.25	0.28	0.31	0.27	0.30	0.25	0.30	0.33	0.38	0.33	0.36	0.42
	0.33	0.37	0.40	0.35	0.39	0.44	0.38	0.42	0.49	0.41	0.45	0.54
Lot Size 1/4 Acre	0.22	0.26	0.29	0.24	0.29	0.33	0.27	0.31	0.36	0.30	0.34	0.40
	0.30	0.34	0.37	0.33	0.37	0.42	0.36	0.40	0.47	0.38	0.42	0.52
Lot Size 1/3 Acre	0.19	0.23	0.26	0.22	0.26	0.30	0.25	0.29	0.34	0.28	0.32	0.39
	0.28	0.32	0.35	0.30	0.35	0.39	0.33	0.38	0.45	0.36	0.40	0.50
Lot Size 1/2 Acre	0.16	0.20	0.24	0.19	0.23	0.28	0.22	0.27	0.32	0.26	0.30	0.37
	0.25	0.29	0.32	0.28	0.32	0.36	0.31	0.35	0.42	0.34	0.38	0.48
Lot Size 1 Acre	0.14	0.19	0.22	0.17	0.21	0.26	0.20	0.25	0.31	0.24	0.29	0.35
	0.22	0.26	0.29	0.24	0.28	0.34	0.28	0.32	0.40	0.31	0.35	0.46
Industrial	0.67	0.68	0.68	0.68	0.68	0.69	0.68	0.69	0.69	0.69	0.69	0.70
	0.85	0.85	0.86	0.85	0.86	0.86	0.86	0.86	0.87	0.86	0.86	0.88
Commercial	0.71	0.71	0.72	0.71	0.72	0.72	0.72	0.72	0.72	0.72	0.72	0.72
	0.88	0.88	0.89	0.89	0.89	0.89	0.89	0.89	0.90	0.89	0.89	0.90
Streets	0.70	0.71	0.71	0.71	0.72	0.74	0.72	0.73	0.76	0.73	0.75	0.78
	0.76	0.77	0.79	0.80	0.82	0.84	0.84	0.85	0.89	0.89	0.91	0.95
Open Space	0.05	0.10	0.14	0.08	0.13	0.19	0.12	0.17	0.24	0.16	0.21	0.28
	0.11	0.16	0.20	0.14	0.19	0.26	0.18	0.23	0.32	0.22	0.27	0.39
Parking	0.85	0.86	0.87	0.85	0.86	0.87	0.85	0.86	0.87	0.85	0.86	0.87
	0.95	0.96	0.97	0.95	0.96	0.97	0.95	0.96	0.97	0.95	0.96	0.97

^a Runoff coefficients for storm recurrence intervals less than 25 years.

^b Runoff coefficients for storm recurrence intervals 25 years or more.

Source: Rawls, W.J., S.L. Wong and R.H. McCuen, 1981, "Comparison of Urban Flood Frequency Procedures," Preliminary Draft, U.S. Department

7. The Manning equation is preferred for one-dimensional, gradually-varied, open

channel flow. In other cases, appropriate, applicable methods should be applied, however, early coordination with the Municipality is necessary.

8. Outlet structures for stormwater management facilities shall be designed to meet the performance standards of this Ordinance using the generally accepted hydraulic analysis technique or method of the Municipality.
9. The design of any stormwater detention facilities intended to meet the performance standards of this Ordinance shall be verified by routing the design storm hydrograph through these facilities using the Storage-Indication Method. For drainage areas greater than one acre in size, the design storm hydrograph shall be computed using a calculation method that produces a full hydrograph. The Municipality may approve the use of any generally accepted full hydrograph approximation technique that shall use a total runoff volume that is consistent with the volume from a method that produces a full hydrograph.

§26-126. Other Requirements.

1. Hot Spots.
 - A. The use of infiltration BMPs is prohibited on hot spot land use areas, such as vehicle fueling stations, public works storage areas, recycling facilities, fleet storage areas, facilities that make or store hazardous materials, etc.
 - B. Stormwater runoff from hot spot land uses shall be pretreated. In no case may the same BMP be employed consecutively to meet this requirement.
2. West Nile Guidance Requirements. All wet basin designs shall incorporate biologic controls to deter the breeding of mosquitoes.

D. Stormwater Management (SWM) Site Plan Requirements.

§26-131. General Requirements.

For any of the activities regulated by this Ordinance, 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.

§26-132. SWM Site Plan Requirements.

1. The SWM Site Plan shall consist of a general description of the project, including calculations, maps, and plans. A note on the maps shall refer to the associated computations and E&S Control Plan by title and date. The cover sheet of the computations and E&S Control Plan shall refer to the associated maps by title and

date. All SWM Site Plan materials shall be submitted to the Municipality in a format that is clear, concise, legible, neat, and well organized; otherwise, the SWM Site Plan shall not be accepted for review and shall be returned to the Applicant.

2. The following items shall be included in the SWM Site Plan:

A. General.

- (1) General description of the project including plan contents described in Section 402.B.
- (2) General description of proposed SWM techniques to be used for SWM facilities.
- (3) Complete hydrologic and hydraulic computations for all SWM facilities.
- (4) All reviews and letters of adequacy from the Conservation District for the Erosion & Sedimentation Plan as required by New Britain Township, County or State regulations.
- (5) A general description of proposed nonpoint source pollution controls.
- (6) Appropriate sections from the Municipality's Subdivision and Land Development Ordinance, and other applicable local ordinances, shall be followed in preparing the SWM Site Plan.

B. Plans: SWM Site Plan shall provide the following information:

- (1) The overall stormwater management concept for the project.
- (2) A determination of natural site conditions and stormwater management needs. This shall include, but not be limited to:
 - (a) Site Features:
 - 1) The location of the project relative to highways, municipal boundaries or other identifiable landmarks.
 - 2) The locations of all existing and proposed utilities, sanitary sewers, and water lines on site and to within 50 feet of property lines.
 - 3) Proposed structures, roads, paved areas, and buildings.
 - 4) The total tract boundary and size with distances marked to the nearest foot and bearings to the nearest degree.
 - 5) Plan and profile drawings of all SWM BMP's, including drainage structures, pipes, open channels, and swales.

At a minimum this should include pre- and post-drainage area maps, an overall post construction stormwater management plan, stormwater details sheets, and landscape plans (if proposing bio-retention facilities, low impact development, bioretention, or vegetative basins).

- 6) The locations and minimum setback distances of existing and proposed on-lot wastewater facilities and water supply wells.
- 7) The location of all erosion and sediment control facilities.
- 8) The location of proposed septic tank infiltration areas and wells in cases where groundwater recharge measures such as seepage pits, beds or trenches are proposed.

(b) Natural Site Conditions:

- 1) An Existing Resource and Site Analysis Map (ERSAM) showing environmentally sensitive areas including, but not limited to:
 - steep slopes
 - ponds
 - lakes
 - streams
 - wetlands
 - hydric soils
 - hydrologic soil groups A and B
 - vernal pools
 - stream buffers
 - open channels
 - existing recharge areas
 - floodplains

The area of each of these sensitive areas shall be calculated and should be consistent with the runoff volume calculation Section 303.C.1.

- 2) A detailed site evaluation for projects proposed in areas of frequent flooding, Karst topography, and other environmentally sensitive areas, such as brownfields and source water protection areas.
- 3) Existing and proposed contour lines (2 ft).

- 4) The total extent of the drainage area upstream from the site and all down gradient receiving channels, swales and waters to which stormwater runoff or drainage will be discharged.
- (c) Stormwater runoff design computations and documentation as specified in this Ordinance, or as otherwise necessary to demonstrate that the maximum practicable measures have been taken to meet the requirements of this Ordinance, including the recommendations and general requirements in Section 301.
- (d) The effect of the project (in terms of runoff volumes, water quality, and peak flows) on surrounding properties and aquatic features and on any existing stormwater conveyance system that may be affected by the project.

C. The format of the plan shall include the following:

- (1) The expected project time schedule.
- (2) The name of the development, the name and address of the owner of the property, and the name of the individual or firm preparing the plan.
- (3) The date of submission.
- (4) A graphic and written scale of one inch equals no more than 50 feet; for tracts of 20 acres or more, the scale shall be one inch equals no more than 100 feet.
- (5) A north arrow.
- (6) An access easement around all stormwater management facilities is required that would provide ingress to and egress from a public right-of- way. The size of the easement shall commensurate with the maintenance and access requirements determined in the design of the BMP.
- (7) A key map showing all existing man-made features beyond the property boundary that would be affected by the project.
- (8) A note on the plan indicating the location and responsibility for maintenance of stormwater management facilities. All facilities shall meet the performance standards and design criteria specified in this Ordinance.
- (9) The following signature block for the Design Engineer: "I, (Design Engineer), on this date (date of signature), hereby certify that the

SWM Site Plan meets all design standards and criteria of The Neshaminy Creek Watershed Act 167 Stormwater Management Ordinance or Plan."

- (10) A statement signed by the Applicant acknowledging that any revision to the approved SWM Site Plan must be approved by the Municipality and that a revised E&S Plan must be submitted to the Conservation District.
- (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.
- D. A soil erosion and sediment control plan, where applicable, as prepared for and submitted to the approval authority.
- E. The SWM Site Plan shall include an Operations & Maintenance (O&M) Plan for all existing and proposed physical stormwater management facilities, as well as schedules and costs for O&M activities. This plan shall address long-term ownership and responsibilities for O&M.

§26-133. Plan Submission.

The Municipality requires submission of a complete SWM Site Plan, as specified in this Ordinance.

- A. Proof of application or documentation of required permit(s) or approvals for the programs listed below shall be part of the plan:
 - (1) NPDES Permit for Stormwater Discharges from Construction Activities.
 - (2) Any other permit under applicable State or Federal regulations.
- B. Six (6) copies of the SWM Site Plan shall be submitted to the following agencies:
 - (1) Two copies to the Municipality accompanied by the requisite municipal review fee, as specified in this Ordinance.
 - (2) Two copies to the County Conservation District.
 - (3) One copy to the Municipal Engineer (where applicable).
 - (4) One copy to the County Planning Commission if the regulated activity is also required to submit a subdivision and/or land development plan to the Planning Commission in accordance with the Pennsylvania Municipal Planning Code.
- C. Any submissions to the agencies listed above that are found to be incomplete shall not be accepted for review and shall be returned to the

Applicant with a notification in writing of the specific manner in which the submission is incomplete.

- D. Additional copies shall be submitted as requested by the Municipality or PADEP.

§26-134. Stormwater Management (SWM) Site Plan Review.

1. The SWM Site Plan shall be reviewed by a qualified professional on behalf of the Municipality for consistency with the provisions of this Ordinance. After review, the qualified professional shall provide a written recommendation for the Municipality to approve or disapprove the SWM Site Plan. If it is recommended to disapprove the SWM Site Plan, the qualified professional shall state the reasons for the disapproval in writing. The qualified professional also may recommend approval of the SWM Site Plan with conditions and, if so, shall provide the acceptable conditions for approval in writing. The SWM Site Plan review and recommendations shall be completed within the time allowed by the Municipalities Planning Code for reviewing subdivision plans.
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.
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.

§26-135. Modification of Plans.

A modification to a submitted SWM Site Plan that involves a change in SWM BMPs or techniques, or that involves the relocation or redesign of SWM BMPs, or that is necessary because soil or other conditions are not as stated on the SWM Site Plan as determined by the Municipality shall require a resubmission of the modified SWM Site Plan in accordance with this Article.

§26-136. Resubmission of Disapproved SWM Site Plans.

A disapproved SWM Site Plan may be resubmitted, with the revisions addressing the Municipality's concerns, to the Municipality in accordance with this Article. The applicable review fee must accompany a resubmission of a disapproved SWM Site Plan.

§26-137. Authorization to Construct and Term of Validity.

The Municipality's approval of an SWM Site Plan authorizes the Regulated Activities

contained in the SWM Site Plan for a maximum term of validity of five years following the date of approval. The Municipality may specify a term_ of validity shorter than five years in the approval for any specific SWM Site Plan. Terms of validity shall commence on the date the Municipality signs the approval for an SWM Site Plan. If an approved SWM Site Plan is not completed according to Section 407 within the term of validity, the Municipality may consider the SWM Site Plan disapproved and may revoke any and all permits. SWM Site Plans that are considered disapproved by the Municipality shall be resubmitted in accordance with Section 406 of this Ordinance.

E. Inspections.

§26-141. Inspections.

1. The Municipality shall inspect all phases of the installation of the Best Management Practices (BMPs) and/or stormwater management (SWM) facilities as deemed appropriate by the Municipality.
2. During any stage of the work, if the Municipality determines that the BMPs and/or stormwater management facilities are not being installed in accordance with the approved SWM Site Plan, the Municipality shall revoke any existing permits or other approvals and issue a cease and desist order until a revised SWM Site Plan is submitted and approved, as specified in this Ordinance and until the deficiencies are corrected.
3. A final inspection of all BMPs and/or stormwater management facilities may be conducted by the Municipality to confirm compliance with the approved SWM Site Plan prior to the issuance of any Occupancy Permit.
4. The Applicant and/or developer shall be responsible for providing as-built plans of all SWM BMPs included in the approved SWM Site Plan. The as-built plans and an explanation of any discrepancies, which were reviewed and received approval by the Municipality, shall be submitted to the Municipality.
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. 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.

F. Fees and Expenses.

§26-151. Municipal Stormwater Management (SWM) Site Plan Review and Inspection Fee.

- 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 Section §26-141. The Municipality shall periodically update the review and inspection fee schedule to ensure that review costs are adequately reimbursed.

- 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.

§26-152. Expenses Covered by Fees.

The fees required by this Ordinance (unless otherwise waived by the Municipality) shall, at a minimum, cover:

- A. Administrative costs.
- B. The review of the Stormwater (SWM) Site Plan by the Municipality.
- C. The review of as-built drawings.
- D. The site inspections.
- E. The inspection of SWM facilities and drainage improvements during construction.
- F. The final inspection at the completion of the construction of the SWM facilities and drainage improvements presented in the SWM Site Plan.
- G. Any additional work required to enforce any permit provisions regulated by this Ordinance, correct violations, and assure proper completion of stipulated remedial actions.
- H. Attendance at meetings.

G. Maintenance Responsibilities.

§26-161. Performance Guarantee.

- 1. For subdivisions and land developments, the Applicant shall provide a financial guarantee to the Municipality for the timely installation and proper construction of all stormwater management (SWM) facilities as:
 - A. Required by the approved SWM Site Plan equal to or greater than the full construction cost of the required controls; or
 - B. The amount and method of payment provided for in the Subdivision and Land Development Ordinance.

2. For other regulated activities, the Municipality may require a financial guarantee from the Applicant.

§26-162. Responsibilities for Operations and Maintenance (O&M) of Stormwater Facilities and BMPs.

1. The owner of any land upon which stormwater facilities and BMPs will be placed, constructed, or implemented, as described in the stormwater facility and BMP O&M plan, shall record the following documents in the Office of the Recorder of Deeds for Bucks County, within 45 days of approval of the stormwater facility and BMP O&M plan by the Municipality:
 - A. The O&M plan, or a summary thereof;
 - B. O&M agreements under Section 704; and
 - C. Easements under Section 705.
2. The Municipality may suspend or revoke any approvals granted for the project site upon discovery of failure on the part of the owner to comply with this Section.
3. The following items shall be included in the stormwater facility and BMP O&M plan:
 - A. Map(s) of the project area, in a form that meets the requirements for recording at the offices of the Recorder of Deeds of Bucks County, and shall be submitted on 24-inch x 36-inch sheets. The contents of the maps(s) shall include, but not be limited to:
 - (1) Clear identification of the location and nature of stormwater facilities and BMPs.
 - (2) The location of the project site relative to highways, municipal boundaries or other identifiable landmarks.
 - (3) Existing and final contours at intervals of two feet, or others as appropriate.
 - (4) Existing streams, lakes, ponds, or other bodies of water within the project site area.
 - (5) Other physical features including flood hazard boundaries, sinkholes, streams, existing drainage courses, and areas of natural vegetation to be preserved.
 - (6) The locations of all existing and proposed utilities, sanitary sewers, and water lines on site and within 50 feet of property lines of the project site.
 - (7) Proposed final changes to the land surface and vegetative cover, including the type and amount of impervious area that would be added.

- (8) Proposed final structures, roads, paved areas, and buildings.
 - (9) A 20-foot-wide access easement around all stormwater facilities and BMPs that would provide ingress to and egress from a public right-of-way.
- B. A description of how each stormwater facility and BMP will be operated and maintained, and the identity and contact information associated with the person(s) responsible for O&M.
 - C. The name of the project site, the name and address of the owner of the property, and the name of the individual or firm preparing the plan.
 - D. A statement, signed by the facility owner, acknowledging that the stormwater facilities and BMPs are fixtures that can be altered or removed only after approval by the Municipality.
4. The stormwater facility and BMP O&M plan for the project site shall establish responsibilities for the continuing O&M of all stormwater facilities and BMPs, as follows:
 - A. If a plan includes structures or lots which are to be separately owned and in which streets, sewers and other public improvements are to be dedicated to the Municipality, stormwater facilities and BMPs may also be offered for dedication to and maintained by the Municipality.
 - B. If a plan includes O&M by single ownership, or if sewers and other public improvements are to be privately owned and maintained, the O&M of stormwater facilities and BMPs shall be the responsibility of the owner or private management entity.
 5. The Municipality shall make the final determination on the continuing O&M responsibilities. The Municipality reserves the right to accept or reject the O&M responsibility for any or all of the stormwater facilities and BMPs.
 6. Facilities, areas, or structures used as BMPs shall be enumerated as permanent real estate appurtenances and recorded as deed restrictions or conservation easements that run with the land.
 7. The O&M Plan shall be recorded as a restrictive deed covenant that runs with the land.
 8. The Municipality may take enforcement actions against an owner for any failure to satisfy the provisions of this Article and this Ordinance.

§26-163. Municipal Review of Stormwater Facilities and BMP Operations and Maintenance (O&M) Plan.

1. The Municipality shall review the stormwater facilities and BMP O&M plan for

consistency with the purposes and requirements of this Ordinance, and any permits issued by PADEP.

2. The Municipality shall notify the Applicant in writing whether the stormwater facility and BMP O&M plan is approved.
3. The Municipality shall require a "Record Drawing" of all stormwater facilities and BMPs.

§26-164. Operations and Maintenance (O&M) Agreement for Privately Owned Stormwater Facilities and BMPs.

1. The owner shall sign an O&M agreement with the Municipality covering all stormwater facilities and BMPs that are to be privately owned. The O&M agreement shall be transferred with transfer of ownership. The agreement shall be prepared by the Municipal Solicitor.
2. Other items may be included in the O&M agreement where determined necessary to guarantee the satisfactory O&M of all stormwater controls and BMPs. The O&M agreement shall be subject to the review and approval of the Municipality.
3. The owner is responsible for the O&M of the SWM BMPs. If the owner fails to adhere to the O&M Agreement, the Municipality may perform the services required and charge the owner appropriate fees. Nonpayment of fees may result in a lien against the property.

§26-165. Stormwater Management Easements.

1. The owner must obtain all necessary real estate rights to install, operate, and maintain all stormwater facilities in the SWM Site Plan.
2. The owner must provide the municipal easements, or other appropriate real estate rights, to perform inspections and maintenance for the preservation of stormwater runoff conveyance, infiltration, and detention areas.

H. Prohibitions.

§26-171. Prohibited Discharges.

1. Any drain or conveyance, whether on the surface or subsurface, that allows any non- stormwater 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 (1) as provided in Subsection C. below, and (2) 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 concentration of Total Residual Chlorine (TRC).
 - C. Non-contaminated irrigation water, water from lawn maintenance, landscape, 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. Residual (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 concentration of TRC
4. If 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.

§26-172. Roof Drains.

Roof drains and sump pumps shall discharge to infiltration or vegetative BMPs and to the maximum extent practicable satisfy the criteria for disconnected impervious areas (DIAs).

§26-173. Alteration of SWM BMPs.

1. No person shall modify, remove, fill, landscape, or alter any Stormwater Management (SWM) Best Management Practices (BMPs), facilities, areas, or structures unless it is part of an approved maintenance program and written approval of the Municipality has been obtained.
2. No person shall place any structure, fill, landscaping, or vegetation into a stormwater facility or BMP or within a drainage easement which would limit or alter the functioning of the stormwater facility or BMP without the written approval of the Municipality.

I. Enforcement and Penalties.

§26-181. Right-of-Entry.

1. Upon presentation of proper credentials, duly authorized representatives of the Municipality may enter at reasonable times upon any property within the municipality to inspect the implementation, condition, or operation and maintenance of the stormwater facilities or Best Management Practices (BMPs) in regard to any aspect governed by this Ordinance.
2. Landowners with stormwater facilities and BMPs on their property shall allow persons working on behalf of the Municipality ready access to all parts of the premises for the purposes of determining compliance with this Ordinance.
3. Persons working on behalf of the Municipality shall have the right to temporarily locate on any stormwater facility or BMP in the municipality such devices as are necessary to conduct monitoring and/or sampling of the discharges from such stormwater facilities or BMP.

§26-182. Inspection.

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 inspections.

§26-183. Enforcement.

All inspections regarding compliance with the Stormwater Management (SWM) Site Plan and this Ordinance shall be the responsibility of the Municipality.

- A. Whenever the Municipality finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the Municipality may order compliance by written notice to the responsible person. Such notice may, without limitation, require the following remedies:
 - (1) Performance of monitoring, analyses, and reporting.

- (2) Elimination of prohibited connections or discharges.
 - (3) Cessation of any violating discharges, practices, or operations.
 - (4) Abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property.
 - (5) Payment of a fine to cover administrative and remediation costs.
 - (6) Implementation of stormwater facilities and Best Management Practices (BMPs).
 - (7) Operation and Maintenance (O&M) of stormwater facilities and BMPs.
- B. Such notification shall set forth the nature of the violation(s) and establish a time limit for correction of these violations(s). Said notice may further advise that, if applicable, should the violator fail to take the required action within the established deadline, the work will be done by the Municipality and the expense may be charged to the violator.
- C. Failure to comply within the time specified may subject a violator to the penalty provisions of this Ordinance. All such penalties shall be deemed cumulative and shall not prevent the Municipality from pursuing any and all other remedies available in law or equity.

§26-184. Suspension and Revocation of Permits and Approvals.

1. Any building, land development, or other permit or approval issued by the Municipality may be suspended or revoked, in whole or in part, by the Municipality for:
 - A. Noncompliance with or failure to implement any provision of the permit.
 - B. A violation of any provision of this Ordinance; or
 - C. The creation of any condition or the commission of any act during construction or development which constitutes or creates a hazard or nuisance, pollution or which endangers the life, health, or property of others.
2. A suspended permit may be reinstated by the Municipality when:
 - A. The Municipality has inspected and approved the corrections to the stormwater facilities and BMPs or the elimination of the hazard or nuisance; and
 - B. The Municipality is satisfied that all applicable violations in this Ordinance have been corrected.
3. Any permit or approval that has been revoked by the Municipality cannot be reinstated. The Applicant may apply for a new permit under the procedures outlined of this Ordinance.

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 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 with the allowed time period, the municipality may revoke or suspend any, or all, applicable approvals and permits pertaining to any provision of this Ordinance.

§26-185. Penalties.

1. Any person violating the provisions of this Ordinance shall be subject to penalties that may range from liens against the property to fines for each violation, recoverable with costs. Each day that the violation continues shall constitute a separate offense and the applicable fines are cumulative.
2. In addition, the Municipality may institute injunctive, mandamus or any other appropriate action or proceeding at law or in equity for the enforcement of this Ordinance. Any court of competent jurisdiction shall have the right to issue restraining orders, temporary or permanent injunctions, mandamus, or other appropriate forms of remedy or relief.

§26-186. Appeals.

1. As per the Pennsylvania Municipalities Planning Code (MPC), Section 909.1(9), any person aggrieved by any action pursuant to this Ordinance may appeal to New Britain Township Zoning Hearing Board within 30 days of that action.
2. Any person aggrieved by any decision of New Britain Township Board of Supervisors, relevant to the provisions of this Ordinance may appeal to the County Court of Common Pleas in the County where the activity has taken place within 30 days of the Municipal decision.

THIS AREA WAS INTENTIONALLY LEFT BLANK

ENACTED and ORDAINED at a regular meeting of the Board of Supervisors of New Britain Township on the 26th of September, 2022.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

Gregory T. Hood, Chair

William B. Jones, III, Vice Chair

Cynthia M. Jones, Member

ATTEST:

Marybeth McCabe, Esq., Member

Matt West, Secretary

Stephanie Shortall, Member

I hereby certify that the foregoing Ordinance was advertised in the _____
(name of publication) on _____, 2022, a newspaper of general
circulation in the Municipality and was duly enacted and approved as set forth at a
regular meeting of the Municipality's governing body held on _____,
2022.

Matt West, Secretary



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

BOARD MOTION

Date: September 26, 2022

I MOVE THAT: The Board adopt Ordinance 2022-09-04: Amendments to Chapter 15 Part 5 of the Township’s Code: Towing, per the attachments.

Presented By: _____

Seconded By: _____



Erie Times-News | The Intelligencer
 Bucks County Courier Times
 The Daily American | Beaver County Times
 Pocono Record | Burlington County Times

Order Confirmation

Not an Invoice

Account Number:	791870
Customer Name:	Begley, Carlin & Mandio
Customer Address:	Begley, Carlin & Mandio 680 Middletown BLVD # 3 PO BOX 308 ELAINE MAYE Langhorne PA 19047-1817
Contact Name:	Begley, Carlin & Mandio
Contact Phone:	2157500110
Contact Email:	
PO Number:	

Date:	08/18/2022
Order Number:	7679324
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	68.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LNG Intelligencer	1	09/07/2022 - 09/07/2022	Public Notices
LNG classifiedonline.com	1	09/07/2022 - 09/07/2022	Public Notices

Total Order Confirmation	\$246.84
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Ad Preview

NOTICE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of New Britain Township, Bucks County, Pennsylvania, will conduct a public hearing on Monday, September 26, 2022 at 7:00 p.m. in the Public Meeting Room of the New Britain Township Offices, located at 207 Park Avenue, Chalfont, Pennsylvania. The purpose of the hearing will be to consider, and if appropriate, adopt a proposed ordinance which is summarized as follows:

The Ordinance, if adopted, would amend Chapter 15, Part 5 of the New Britain Township Code of Ordinances so as to establish regulations related to public towing, vehicle storage, and impound services operating in the Township. The contents of the proposed Ordinance are as follows:

1. Definitions; word usage
2. License required
3. Application for license
4. Standards for issuance of towing license
5. Issuance of license
6. License status
7. Duties of licensees
8. Township Police duty tow
9. Suspension and revocation of license
10. Exemption for Specialized Towing

The full text of the proposed Ordinance may be examined at the New Britain Township Municipal Building located at 207 Park Avenue, Chalfont, Pennsylvania 18914, during normal business hours, and a copy of the Ordinance has been provided to the Bucks County Law Library and to this Newspaper.

Jeffrey P. Garton, Esquire
Solicitor, New Britain
Township
Begley, Carlin & Mandio,
LLP
680 Middletown Blvd.
Langhorne, Pennsylvania
19047
(215) 750-0110

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:

ARTICLE I. § 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.

ARTICLE II. § 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.

ARTICLE III. § 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.

ARTICLE IV. § 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.

ARTICLE V. § 15-505 Issuance of license.

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

ARTICLE VI. § 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.

ARTICLE VII. § 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.

ARTICLE VIII. § 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.

ARTICLE IX. § 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.

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.

ARTICLE X. § 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.

SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional, by any court of competent jurisdiction, such provision shall be separate, distinct and independent, and such holding shall not affect the validity of the remaining portions of this Ordinance.

EFFECTIVE DATE. This Ordinance shall become effective five (5) days after enactment.

The New Britain Township Code of Ordinances are reaffirmed and ratified subject only to modification of same as set forth herein.

Duly enacted and ordained by the Board of Supervisors of New Britain Township on this 26th day of September, 2022.

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

ATTEST:

Matt West, Secretary

Gregory T. Hood, Chair

William B. Jones, Vice Chair

Cynthia M. Jones, Member

Marybeth McCabe, Esquire, Member

Stephanie Shortall, Member



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

BOARD MOTION

Date: September 26, 2022

I MOVE THAT: The Board adopt 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: September 26, 2022

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

Presented By: _____

Seconded By: _____



MEMO

TO: Matt West, Township Manager; NBT Board of Supervisors
FROM: Ryan Cressman, Superintendent of Public Works
DATE: August 17, 2022
RE: 2022-2023 Bucks County Consortium Salt Bid Results

Bids were opened for the 2022-23 Consortium Salt on August 17, 2022, by Doylestown Borough, the hosting municipality.

There was a total of 4 bids received:

Morton Salt, Inc **Delivered price \$ 67.76 per ton.**

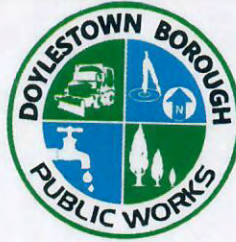
Silvi Concrete Products Delivered price \$ 70.15 per ton.

Eastern Salt Co. Delivered price \$ 85.85 per ton.

American Rock Salt Co. Delivered price \$ 99.90 per ton.

Staff Recommendation:

Award the contract to the lowest bidder, **Morton Salt, Inc. at \$67.76 per ton delivered.** Last year's price was **\$57.88 per ton delivered**; this is an **increase of \$9.88** per ton. Morton has been the low bidder with good delivery times over the past several years.



Department of Public Works

~ Public Service Since 1838 ~

Salt Bid Results for 2022-2023 Season

Bids were opened and publicly read for the purchase of Rock Salt for the 2022-2023 season on Wednesday, August 17, 2022 at 10:00 am. Below is a tabulation of Bids received:

	<u>Delivered Price Per Ton</u>	<u>Undelivered Price Per Ton</u>
1. Morton Salt, Inc	\$ 67.76	\$ 67.00
2. Silvi Concrete Products (DBA Riverside Construction)	\$ 70.15	\$ 70.00
3. Eastern Salt	\$ 85.85	\$ 85.85
4. American Rock Salt	\$ 99.90	N/A
5. Compass Minerals	No Bid	
6. Cargill Deicing Technology	No Submission	
7. Detroit Salt	No Submission	
8. Haven Salt Company, LLC	No Submission	
9. Oceanport Industries	No Submission	
10. Central Salt, LLC	No Submission	



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

BOARD MOTION

Date: September 26, 2022

I MOVE THAT: The Board approve Chalfont-New Britain Joint Sewer Authorities requests for a waiver from posting Financial Security for the Pump Station #4 construction project and any associated stormwater management fee, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisors
FROM: Michael Walsh
DATE: September 21, 2022
RE: Chalfont-New Britain Township Joint Sewer Authority Escrow & Fee Waiver Request

The Township received an escrow & fee waiver request from the Chalfont-New Britain Township Joint Sewer Authority (CNBTJSA) on August 24, 2022.

On September 12, 2022, CNBTJSA presented requests for a waiver from the posting of Financial Security for the construction of a new pump station, as well as a waiver from the posting of stormwater maintenance fees.

STAFF RECOMMENDATION: Staff has no opinion on the matter and will defer to the Board's decision.

Chalfont-New Britain Township Joint Sewage Authority

WILLIAM T. EVANS, Chairman
LAWRENCE D. NUESCH, Secretary
M. PRESTON CAMPBELL, Assistant Secretary

DONALD T. CAMERON, Vice-Chairman
TIMOTHY D. HAGEY, Treasurer
WILLIAM A. MUZIKA, Sr., Assistant Treasurer
JOHN E. SCHMIDT, Executive Director

August 24, 2022
Ref: # 9233

New Britain Township
207 Park Avenue
Chalfont PA 18914

RECEIVED
AUG 29 2022

Attention: Matt West, Township Manager

Reference: Chalfont – New Britain Township Joint Sewage Authority
Pumping Station No. 4 Relocation Project
Requested Waivers

Dear Mr. West:

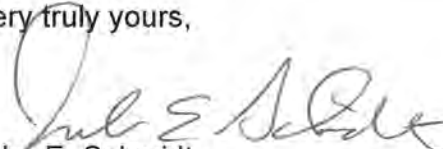
The Chalfont-New Britain Township Joint Sewage Authority has received notification from your Township Engineer that we should request waivers that we require in writing to you for consideration by the Board of Supervisors. The purpose of this letter is to request the following waivers:

1. Posting of Financial Security in conjunction with the construction project.
2. The waiver of any associated stormwater management fees.

We are requesting that this request be provided to the Board of Supervisors in preparation for our next meeting of September 12, 2022. We would be happy to provide you, the Board, or the Township Engineer with any additional information needed in conjunction with this request.

Please do not hesitate to contact me if you have any questions.

Very truly yours,


John E. Schmidt
Executive Director

JES/paf

cc: File



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

BOARD MOTION

Date: September 26, 2022

I MOVE THAT: The Board approve the request for the use of portable light towers at West Branch Park by Lenape Valley/PA Rush Soccer, pending execution of a Use Agreement to the satisfaction of the Township Solicitor.

Presented By: _____

Seconded By: _____



INFORMATION ITEMS



Township of New Britain

Office of Code Enforcement

August 2022

PERMITS ISSUED	68
BUILDING INSPECTION	81
United electrical	21
OCCUPANCY INSPECTIONS	25
RE-INSPECTION	34
COMMERCIAL FIRE INSPECTIONS	4
FIRE CALLS	Total 14
CHALFONT	14
DOYLESTOWN	1 plus (1 with cChalfont)
DUBLIN	1 plus (1 with Chalfont)
HILLTOWN	0 No Report Submitted

Chalfont Fire Company
 Chiefs Report - August 2022

Total # of Incidents - : 30

Types of Calls

1. Fire	8
2. Rescue and Medical assist	5
3. Hazardous Conditions	0
4. Service calls	0
5. Good Intent Call	4
6. Alarm System Calls	13
7. Special Incident	0
8. Severe Weather	0

Total Staff Hours for Calls 137:58:00

Alarms per Municipality

Chalfont Boro	8
Doylestown Twp	2
New Britain Boro	2
Montgomery Twp	3
New Britain Twp	14
Warrington Twp	1

Training and Maintenance Drills 3

Total training hours 211:00:00 Total Available Points 33

TOTAL STAFF HRS FIRES AND TRAINING 348:58:00

Chalfont Chemical Fire Company



Chalfont, PA

This report was generated on 8/31/2022 8:22:25 PM

Incidents per Zone for Date Range

Start Date: 08/01/2022 | End Date: 08/31/2022

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
ZONE: 27 - Chalfont Boro				
2022-13777	745 - Alarm system activation, no fire - unintentional	08/13/2022	32 Westview Ave	34/74
2022-13992	745 - Alarm system activation, no fire - unintentional	08/17/2022	160 Moyer Rd	34/74
2022-14186	350 - Extrication, rescue, other	08/19/2022	56 Sunset Ave	34/74
2022-14267	746 - Carbon monoxide detector activation, no CO	08/20/2022	173 Old Orchard Rd	34/74
2022-14359	746 - Carbon monoxide detector activation, no CO	08/22/2022	1078 Patrick Pl	34/74
2022-14550	600 - Good Intent call, other	08/25/2022	21 Ruthies Way	34/74
2022-14567	745 - Alarm system activation, no fire - unintentional	08/26/2022	320 Patrick Pl	34/74
2022-14956	142 - Brush or brush-and-grass mixture fire	08/31/2022	Railroad Ave	34/74

Total # Incidents for 27: 8

ZONE: 29 - Doylestown Twp.				
2022-14273	311 - Medical assist, assist EMS crew	08/20/2022	1 Country Brook Dr	34/74
2022-14362	611 - Dispatched & cancelled en route	08/22/2022	777 Ferry Rd	34/74

Total # Incidents for 29: 2

ZONE: 47 - New Britian Boro				
2022-13122	142 - Brush or brush-and-grass mixture fire	08/02/2022	430 Town Center	34/74
2022-14278	311 - Medical assist, assist EMS crew	08/21/2022	119 N Tamenend Ave	34/74

Total # Incidents for 47: 2

ZONE: 47-MT - Montgomery Twp.				
2022-13439	111 - Building fire	08/07/2022	1200 Welsh Rd	34/74
2022-13575	111 - Building fire	08/09/2022	941 North Wales Rd	34/74
2022-13936	121 - Fire in mobile home used as fixed residence	08/15/2022	312 Meadow Ct	34/74

Total # Incidents for 47-MT: 3

ZONE: 48 - New Britian Twp.				
2022-13070	745 - Alarm system activation, no fire - unintentional	08/01/2022	181 Old Limekiln Rd	34/74
2022-13319	745 - Alarm system activation, no fire - unintentional	08/05/2022	104 Remington Ct	34/74
2022-13398	745 - Alarm system activation, no fire - unintentional	08/06/2022	104 Remington Ct	34/74
2022-13440	745 - Alarm system activation, no fire - unintentional	08/07/2022	654 Ferry Rd	34/74
2022-13441	360 - Water & Ice-related rescue, other	08/07/2022	264 Creek Rd	34/74

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2022-13603	600 - Good intent call, other	08/10/2022	33 Citadel Cir	34/74
2022-13682	745 - Alarm system activation, no fire - unintentional	08/11/2022	200 Highpoint Dr	34/74
2022-13717	311 - Medical assist, assist EMS crew	08/11/2022	33 Citadel Cir	34/74
2022-13798	745 - Alarm system activation, no fire - unintentional	08/13/2022	118 Cornwall Dr	34/74
2022-13884	600 - Good intent call, other	08/15/2022	306 Rocky Court West	34/74
2022-14074	745 - Alarm system activation, no fire - unintentional	08/18/2022	1500 Horizon Dr	34/74
2022-14215	142 - Brush or brush-and-grass mixture fire	08/20/2022	1600 Manor Dr	34/74
2022-14260	745 - Alarm system activation, no fire - unintentional	08/20/2022	800 Manor Dr	34/74
2022-14296	142 - Brush or brush-and-grass mixture fire	08/21/2022	4275 County Line Rd	34/74

Total # Incidents for 48: 14

ZONE: 75 - Warrington Twp.				
2022-14268	112 - Fires in structure other than in a building	08/20/2022	3014 Bristol Rd	34/74

Total # Incidents for 75: 1

TOTAL # INCIDENTS: 30

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



Doylestown Fire Company No. 1

x

Doylestown, PA

This report was generated on 9/11/2022 10:48:08 AM

Incidents for Zone for Date Range

Zone(s): 48 - New Britain Township | Start Date: 08/01/2022 | End Date: 08/31/2022

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2022 - 13441	365 - Watercraft rescue	08/07/2022	264 Creek RD	C19,DC19,R19
2022 - 13513	745 - Alarm system activation, no fire - unintentional	08/08/2022	1456 Ferry RD	BC19,C19,E19,FP

Total # Incidents: 2

Only REVIEWED incidents included.



Dublin Volunteer Fire Company

Month: **August 2022**

FIRE CALLS ANSWERED		OTHER PERTINENT INFORMATION	
Apartment	1		
Assists			
Engine		Time in Service	15 Hrs 23 Min
Field		Total Man Hours	132 Hrs 41 Min
Full Company		Average Call Length	34 Min
Ladder			
Rescue			
Squad	2		
Tanker		Total Personnel	233
Air Medical Evacuation		Average Personnel per Call	9
Alarm System	5		
Auto Extrication	1		
Auto Response	9	Borough/Township	
Barn			
Brush		Bedminister Township	6
Building		Dublin Borough	5
Chimney		East Rockhill Township	2
CO Alarm	2	Hilltown Township	9
Control Burn		New Britain Township	2
Cover/Up		Plumstead Township	2
Cover/Up Assist		Doylestown Township	1
Domestic Rescue		Doylestown Borough	
Dwelling		Tinicum Township	
Extinguished Dwelling	1	Buckingham Township	
Fuel Spill		Silverdale Borough	
Fumes in a Dwelling		Quakertown Borough	
Gas Alarm			
Hazardous Material			
Investigation			
Marine Rescue			
Rubbish	2		
Special Assignment	1		
Trailer Fires	2		
Vehicle Fire			
Wires	1		
Wire In Dwelling			
Total Number of Calls	27	Total Number of Calls	27

Signature of Chief

Kevin Nugent



New Britain Township

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

Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2022-12123-B2	08/01/2022	40 PASTURE LANE	Building		Approved
2022-12246-B1	08/12/2022	1329 UPPER STUMP ROAD	Building	Residential	Approved
2022-12269-B2	08/01/2022	91 BARRY ROAD	Building		Approved
2022-12383-B2	08/22/2022	309 MYSTIC VIEW CIRCLE	Building		Closed
2022-12413-B2	08/10/2022	201 CASSANDRA DRIVE	Building		Approved
2022-12414-B2	08/22/2022	309 STONYHILL DRIVE	Building	Residential	Approved
2022-12429-B1	08/24/2022	8 VALLEY DRIVE	Building		Approved
2022-12433-B1	08/10/2022	335-339 W BUTLER AVENUE	Building	Commercial	Approved
2022-12442-B1	08/01/2022	18 SUNNYBROOK DRIVE	Building	Residential	Approved
2022-12454-B1	08/24/2022	160 NEW BRITAIN BOULEVARD	Building	Commercial	Approved
2022-12456-B1	08/03/2022	242 INVERNESS CIRCLE	Building	Residential	Closed
2022-12458-B1	08/25/2022	117 NORTH LANE	Building	Residential	Closed
2022-12462-B2	08/26/2022	565 NEW GALENA ROAD	Building		Approved
2022-12463-B1	08/09/2022	147 TOWNSHIP LINE ROAD	Building	Residential	Approved
2022-12469-B1	08/24/2022	200 HIGHPOINT DRIVE	Building	Commercial	Approved
2022-12470-B1	08/10/2022	239 E FAIRWOOD DRIVE	Building	Residential	Approved
2022-12480-B2	08/26/2022	10 SUNNYBROOK DRIVE	Building		Approved
2022-12509-B1	08/25/2022	209 OVERLOOK DRIVE	Building	Residential	Approved
2022-12519-B1	08/31/2022	30 SKYLINE DRIVE	Building	Residential	Approved
2022-12523-B1	08/30/2022	205 SURREY ROAD	Building	Residential	Approved
2022-12123-E3	08/01/2022	40 PASTURE LANE	Electrical		Approved



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2022-12246-E2	08/12/2022	1329 UPPER STUMP ROAD	Electrical	Residential	Approved
2022-12269-E3	08/01/2022	91 BARRY ROAD	Electrical		Approved
2022-12381-E2	08/11/2022	207 PARK AVENUE	Electrical		Approved
2022-12389-E2	08/01/2022	4355 COUNTY LINE ROAD	Electrical	Commercial	Approved
2022-12413-E3	08/10/2022	201 CASSANDRA DRIVE	Electrical		Approved
2022-12429-E2	08/24/2022	8 VALLEY DRIVE	Electrical		Approved
2022-12433-E2	08/10/2022	335-339 W BUTLER AVENUE	Electrical	Commercial	Approved
2022-12442-E2	08/01/2022	18 SUNNYBROOK DRIVE	Electrical	Residential	Approved
2022-12454-E2	08/24/2022	160 NEW BRITAIN BOULEVARD	Electrical	Commercial	Approved
2022-12458-E2	08/25/2022	117 NORTH LANE	Electrical	Residential	Closed
2022-12469-E2	08/24/2022	200 HIGHPOINT DRIVE	Electrical	Commercial	Approved
2022-12506-E1	08/26/2022	144 S LIMEKILN PIKE	Electrical	Residential	Approved
2022-12508-E1	08/25/2022	263 OLD LIMEKILN ROAD	Electrical	Residential	Approved
2022-12519-E2	08/31/2022	30 SKYLINE DRIVE	Electrical	Residential	Approved
2022-12123-P5	08/01/2022	40 PASTURE LANE	Plumbing		Approved
2022-12429-P4	08/24/2022	8 VALLEY DRIVE	Plumbing		Approved
2022-12442-P3	08/01/2022	18 SUNNYBROOK DRIVE	Plumbing	Residential	Approved
2022-12450-P1	08/01/2022	314 ROCKY COURT WEST	Plumbing	Residential	Approved
2022-12454-P3	08/24/2022	160 NEW BRITAIN BOULEVARD	Plumbing	Commercial	Approved
2022-12458-P4	08/25/2022	117 NORTH LANE	Plumbing	Residential	Closed
2022-12469-P5	08/24/2022	200 HIGHPOINT DRIVE	Plumbing	Commercial	Approved



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2022-12519-P3	08/31/2022	30 SKYLINE DRIVE	Plumbing	Residential	Approved
2022-12522-P1	08/29/2022	4 KATHRYN ROAD	Plumbing	Residential	Approved
2022-12524-P1	08/30/2022	201 INVERNESS CIRCLE	Plumbing	Residential	Approved
2022-12457-RO1	08/03/2022	118 RICHARD DRIVE	Road Occupancy	Residential	Approved
2022-12459-RO1	08/04/2022	101 BELLE VIEW WAY	Road Occupancy	Residential	Approved
2022-12485-RO1	08/15/2022	437 CREEK ROAD	Road Occupancy	Residential	Approved
2022-12504-RO1	08/25/2022	12 FARBER DRIVE	Road Occupancy	Residential	Approved
2022-12507-RO1	08/25/2022	12 NEWVILLE ROAD	Road Occupancy	Commercial	Approved
2019-10443-UO1	08/18/2022	233 HOLLY DRIVE	Use & Occupancy	Residential	Closed
2022-12193-UO1	08/17/2022	12 SUNNYBROOK DRIVE	Use & Occupancy	Residential	Closed
2022-12212-UO1	08/23/2022	208 CAYUGA CIR	Use & Occupancy		Closed
2022-12315-UO1	08/08/2022	1111 ANTHEM WAY	Use & Occupancy		Closed
2022-12357-UO1	08/29/2022	216 ANTHEM WAY	Use & Occupancy		Closed
2022-12391-UO1	08/22/2022	92 KING ROAD	Use & Occupancy	Residential	Closed
2022-12397-UO1	08/30/2022	117 NORTH LANE	Use & Occupancy		Closed
2022-12421-UO1	08/08/2022	31 E PEACE VALLEY ROAD	Use & Occupancy	Residential	Closed
2022-12422-UO1	08/10/2022	425 CREEK ROAD	Use & Occupancy	Residential	Closed
2022-12425-UO1	08/09/2022	243 LOCH ALSH DRIVE	Use & Occupancy		Closed
2022-12426-UO1	08/10/2022	250 HAMPSHIRE DRIVE	Use & Occupancy		Closed
2022-12431-UO1	08/02/2022	321 HAMLET DRIVE	Use & Occupancy		Closed
2022-12436-UO1	08/15/2022	216 INVERNESS CIRCLE	Use & Occupancy		Approved



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2022-12437-UO1	08/29/2022	214 CORNWALL DRIVE	Use & Occupancy		Closed
2022-12447-UO1	08/02/2022	59 COUNTRY VIEW LANE	Use & Occupancy		Closed
2022-12449-UO1	08/26/2022	127 GALWAY CIRCLE	Use & Occupancy	Residential	Closed
2022-12452-UO1	08/12/2022	240 INVERNESS CIRCLE	Use & Occupancy		Closed
2022-12453-UO1	08/24/2022	304 SELLERSVILLE ROAD	Use & Occupancy		Closed
2022-12460-UO1	08/10/2022	923 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12465-UO1	08/10/2022	110 SHADY HILL DRIVE	Use & Occupancy	Residential	Closed
2022-12466-UO1	08/23/2022	106 DEVON ROAD	Use & Occupancy	Residential	Closed
2022-12467-UO1	08/16/2022	212 VILLAGE WAY	Use & Occupancy	Residential	Closed
2022-12468-UO1	08/16/2022	221 INVERNESS CIRCLE	Use & Occupancy	Residential	Closed
2022-12472-UO1	08/22/2022	358 W BOULDER DRIVE	Use & Occupancy	Residential	Closed
2022-12475-UO1	08/29/2022	1118 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12486-UO1	08/24/2022	113 GALWAY CIRCLE	Use & Occupancy	Residential	Closed
2022-12487-UO1	08/31/2022	638 CHATHAM COURT	Use & Occupancy	Residential	Closed
2022-12488-UO1	08/24/2022	204 VILLAGE WAY	Use & Occupancy	Residential	Closed
2022-12489-UO1	08/23/2022	220 VILLAGE WAY	Use & Occupancy	Residential	Closed
2022-12493-UO1	08/24/2022	55 KING ROAD	Use & Occupancy	Residential	Closed
2022-12494-UO1	08/24/2022	601 CREEK ROAD	Use & Occupancy	Residential	Closed
2022-12497-UO1	08/17/2022	3202 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2022-12498-UO1	08/30/2022	123 HAMPSHIRE DRIVE	Use & Occupancy	Residential	Closed
2021-11589-Z1	08/12/2022	8 VALLEY DRIVE	Zoning	Residential	Approved



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2021-11841-Z1	08/11/2022	437 CREEK ROAD	Zoning	Residential	Approved
2022-12309-Z1	08/17/2022	201 FOREST PARK DRIVE	Zoning		Approved
2022-12382-Z1	08/04/2022	331 W BOULDER DR	Zoning		Approved
2022-12383-Z1	08/05/2022	309 MYSTIC VIEW CIRCLE	Zoning		Closed
2022-12385-Z1	08/05/2022	133 PEGGY LANE	Zoning		Approved
2022-12411-Z1	08/05/2022	213 DORSET WAY	Zoning		Approved
2022-12412-Z1	08/05/2022	201 SURREY ROAD	Zoning		Approved
2022-12413-Z1	08/05/2022	201 CASSANDRA DRIVE	Zoning		Approved
2022-12414-Z1	08/09/2022	309 STONYHILL DRIVE	Zoning	Residential	Approved
2022-12415-Z1	08/09/2022	4337 COUNTY LINE ROAD	Zoning		Approved
2022-12417-Z1	08/12/2022	200 BRION LANE	Zoning		Approved
2022-12418-Z1	08/12/2022	4317 COUNTY LINE ROAD	Zoning		Approved
2022-12419-Z1	08/12/2022	403 TOWNSHIP LINE ROAD	Zoning		Approved
2022-12420-Z1	08/10/2022	1038 FERRY ROAD	Zoning		Approved
2022-12443-Z1	08/12/2022	1100 HORIZON CIRCLE	Zoning		Denied
2022-12444-Z1	08/17/2022	117 KRISTA COURT	Zoning		Approved
2022-12446-Z1	08/17/2022	64 TREWIGTOWN ROAD	Zoning		Approved
2022-12451-Z1	08/19/2022	12 SUNNYBROOK DRIVE	Zoning		Approved
2022-12462-Z1	08/17/2022	565 NEW GALENA ROAD	Zoning		Approved
2022-12480-Z1	08/17/2022	10 SUNNYBROOK DRIVE	Zoning		Approved
2022-12496-Z1	08/31/2022	20 HICKORY LANE	Zoning		Approved



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2022-12500-Z1	08/31/2022	239 E FAIRWOOD DRIVE	Zoning		Approved
2022-12512-Z1	08/31/2022	199 LENAPE DRIVE	Zoning		Approved
2022-12516-Z1	08/31/2022	109 DOLLY LANE	Zoning		Approved
2022-12526-Z1	08/31/2022	7 BROOKDALE DRIVE	Zoning	Residential	Approved
2022-12123-F6	08/01/2022	40 PASTURE LANE	Fire		Approved
2022-12429-F5	08/24/2022	8 VALLEY DRIVE	Fire		Approved
2022-12454-F5	08/24/2022	160 NEW BRITAIN BOULEVARD	Fire	Commercial	Approved
2022-12469-F4	08/24/2022	200 HIGHPOINT DRIVE	Fire	Commercial	Approved
2022-12123-M4	08/01/2022	40 PASTURE LANE	Mechanical		Approved
2022-12246-M3	08/12/2022	1329 UPPER STUMP ROAD	Mechanical	Residential	Approved
2022-12429-M3	08/24/2022	8 VALLEY DRIVE	Mechanical		Approved
2022-12454-M4	08/24/2022	160 NEW BRITAIN BOULEVARD	Mechanical	Commercial	Approved
2022-12455-M1	08/03/2022	1700 HORIZON DRIVE	Mechanical	Residential	Approved
2022-12458-M3	08/25/2022	117 NORTH LANE	Mechanical	Residential	Closed
2022-12469-M3	08/24/2022	200 HIGHPOINT DRIVE	Mechanical	Commercial	Approved
2022-12471-M1	08/12/2022	9 HICKORY LANE	Mechanical	Residential	Approved
2022-12491-M1	08/17/2022	50 CREEK ROAD	Mechanical	Residential	Approved
2022-12501-M1	08/26/2022	214 DIANA DRIVE	Mechanical	Residential	Approved
2022-12502-M1	08/26/2022	64 TREWIGTOWN ROAD	Mechanical	Residential	Approved
2022-12520-M1	08/30/2022	320 NOTTINGHAM PLACE	Mechanical	Residential	Approved
2022-12454-6	08/24/2022	160 NEW BRITAIN BOULEVARD	Accessibility Permit	Commercial	Approved



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nbt@newbritaintownship.org

Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2022-12469-6	08/24/2022	200 HIGHPOINT DRIVE	Accessibility Permit	Commercial	Approved



New Britain Township Police Department

Monthly Report -

August 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: 10% of policies complete to date.

Objective 3: Pilot testing body worn cameras. Application for a PCCD BWC grant approved.

Objective 4: Directed patrols being conducted in areas identified with increase number of accidents.

Objective 5: Participation in National Night Out. Trading card initiative implemented.

Significant Events:

Completed

- ◆ DUI Roving Details scheduled throughout August.
- ◆ Participation in Doylestown Township National Night Out

Upcoming

- ◆ Additional DUI Roving Details scheduled throughout September.
- ◆ Deployment of Traffic Speed Signs on Swamp Road (313) and Park Avenue
- ◆ Police Officer Trading Cards.
- ◆ Part Time Police Services Clerk
- ◆ Shrine Festival Security Details—September 3,4,5, 10, & 11.
- ◆ Trunk or Treat—October 28 6-8 pm at New Seasons
- ◆ Fall National Drug Take Back October 29 10am—2pm.



New Britain Township Police Department

Monthly Report -

August 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	7	5	40%
Auto Theft	3	0	300%
Arson	0	0	NA
TOTALS	10	5	100%

PART 2 CRIMES	28 DAY		
	2022	2021	% Change
Assaults (non-aggravated)\Harassment	1	3	-66.7%
Fraud	0	3	-300%
Vandalism/Criminal Mischief	0	1	-100%
Disorderly Conduct	1	1	NA
Drug Violations	2	2	NA
Driving Under the Influence	1	1	NA
Public Drunkenness	0	1	-100%
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	1	1	NA
TOTALS	6	13	-53.8%

MOTOR VEHICLE ACCIDENTS	28 DAY		
	2022	2021	% Change
Total Accidents	16	14	14.3%
Injury Accidents	1	2	-50%
Fatal Accidents	0	0	NA
Property Accidents	0	1	-100%



New Britain Township Police Department

Monthly Report -

August 2022

PERFORMANCE STATISTICS

PART 1 CRIMES	YTD		
	2022	2021	% Change
Murder	0	0	NA
Rape	0	2	-200%
Robbery	0	0	NA
Aggravated Assault	0	1	-100%
Burglary	3	0	300%
Theft	31	23	34.8%
Auto Theft	3	2	50%
Arson	0	0	NA
TOTALS	37	28	32.1%

PART 2 CRIMES	YTD		
	2022	2021	% Change
Assaults (non-aggravated)/Harassment	17	7	142.9%
Fraud	16	22	-27.3%
Vandalism/Criminal Mischief	6	15	-60%
Disorderly Conduct	2	9	-77.8%
Drug Violations	5	8	-37.5%
Driving Under the Influence	11	19	-42.1%
Public Drunkenness	4	3	33.3%
Weapons Offenses	2	0	200%
All Other Offenses (Except Traffic)	3	4	-25%
TOTALS	66	87	-24.1%

MOTOR VEHICLE ACCIDENTS	YTD		
	2022	2021	% Change
Total Accidents	144	120	20%
Injury Accidents	24	22	9.1%
Fatal Accidents	0	0	NA
Property Accidents	14	8	75%



New Britain Township

Public Works

Departmental Report

Year: 2022

Month: August

DRAINAGE: We replaced/ repaired inlet tops along Cedar Hill Rd., Holly Dr., Barberry Ct. and Julie Rd.

We installed under drains in roadway on Schoolhouse Rd. and Creek Rd. where springs were pumping through roadways.

We replaced 60 ft. of driveway pipe at #41 Chapman Rd.

We repaired the collapsed storm sewer at the intersection of Schoolhouse Rd. and Airy Ave.

TWP. PROPERTY: Road bank mowing continued, along with all open spaces and parks on an as needed basis.

STREET SIGNS: We installed the 2022 Fall Fest Banner at Schoolhouse Rd. and Rt. 202.

OTHER: On August 15th, we welcomed our new PW crew member Zach Jenkins and Jeremy Bishop returned from long-term disability.

We started the Walters Rd. Culvert repair project and will continue construction until completed, sometime in September.

HOURS:

Drainage 557.5 Hrs.

Patching 103 Hrs.

Street Signs 14.5 Hrs.

Equipment Maint. 82.5 Hrs.

Twp. Property Maint. 337 Hrs.

Ballfield Maint. 38 Hrs.

Other 131.5 Hrs.



Parks & Recreation Monthly Report

September 2022

Next P&R Meeting(s)	The September 20, 2022 meeting has been canceled. The next regularly scheduled Parks & Recreation Advisory Board Meeting is on Tuesday, October 18, 2022 at 7PM.
Park & Recreation Advisory Board Openings	Township is accepting applications from interested residents serving on the P&R Board. Deadline for submissions at the end of September, with the Board of Supervisors considering making an appointment in October.
Fall Festival	Participating sponsored stations: <ul style="list-style-type: none">• Peaceable Kingdom Petting Zoo• Bucks Bubbles Foam Zone Party Raffle Baskets created by Kathi Sexton, Vice Chair. P&R Board Volunteers: Marco Tustanowsky, Kathi Sexton, Jessica Young, Brooke Newborn.
Santa House	Event has been scheduled for December 9 and 10 (Friday and Saturday) this year. Choirs have been contacted to perform.
Parks: North Branch	Township continues to work with Lyons Recreation to narrow down a delivery/install date on the playground equipment. Miracle Playground's manufacturing date is due to take place on the week of September 23, 2022.
Parks: Veterans	Free Little Library was installed on August 18, 2022.