



# **Meeting Packet**

**Board of Supervisors  
October 17, 2022**

**OFFICER CITATION OF COMMENDATION**

**AWARDED TO NEW BRITAIN TOWNSHIP POLICE OFFICER**

**Patrol Officer First Class Paul Zielinski**

**WHEREAS**, on September 21, 2022, the above-named Officer displayed a keen sense of observation and outstanding police work, which resulted in the arrest of a felon during the commission of a commercial burglary.

**WHEREAS**, Patrol Officer First Class Paul Zielinski was working the night shift when he observed a suspicious vehicle in the Mavis Discount Tire parking lot. Upon closer inspection, PFC Zielinski found multiple new tires and trash strewn around the vehicle and no one in sight. Recognizing this to not be normal, the building exterior was checked, and an employee entrance door was found unsecure. Officers entered and were confronted by an intoxicated suspect claiming to be an employee. The business manager was contacted and confirmed that the suspect had no permission to be in the business after hours and the tires found outside were taken without payment.

**WHEREAS**, PFC Zielinski’s dedication to duty, professionalism, and investigative skills lead to the arrest of a burglar whose acts may have gone undetected and further prevented the business from being victimized.

**THEREFORE**, be it further resolved that PFC Zielinski be recognized and presented this Citation of Commendation for his outstanding actions in the performance of his duties as a member of the New Britain Township Police Department.

**Presented this 17<sup>th</sup> day of October 2022    New Britain Township Board of Supervisors**

\_\_\_\_\_  
**Richard C. Clowser**  
**Chief of Police**

\_\_\_\_\_  
**Gregory T. Hood, Chairman**

\_\_\_\_\_  
**Matt West**  
**Township Manager**

\_\_\_\_\_  
**William B. Jones, III, Vice-Chairman**

\_\_\_\_\_  
**Cynthia M. Jones**

\_\_\_\_\_  
**MaryBeth McCabe, Esq.**

\_\_\_\_\_  
**Stephanie M. Shortall**



# **ACTION ITEMS**



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

**BOARD MOTION**

**Date:** October 17, 2022

**I MOVE THAT:** The Board approve the minutes of the September 26, 2022 Workshop Meeting and the October 3, 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:** October 17, 2022

**I MOVE THAT:** The Board approve the Schedule of Bills dated October 7, 2022, in the amount of \$158,488.00, 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  
 Paid Date Range: 09/23/22 to 10/07/22  
 Prior Year Only: N  
 Open: Y Paid: Y Void: N  
 Rcvd: N Held: N Aprv: N  
 Bid: Y State: Y Other: Y Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
180NB005	180 NB BLVD ASSOCIATES LLC	22000959	10/07/22	TAX REFUND 26-001-102	Open	197.44	0.00		
ADTC0005	ADT COMMERCIAL	22000898	09/08/22	SECURITY SYSTEM	Clsd	285.76	0.00		
ALDER010	ALDERFER GLASS COMPANY	22000945	09/29/22	WINDSHIELD 48-13	Open	333.00	0.00		
AQUAP010	AQUA PENNSYLVANIA	22000935	10/03/22	FIRE HYDRANT RENTAL	Open	1,281.40	0.00		
ARMOU010	ARMOUR & SONS ELECTRIC I	22000888	09/13/22	TRAFFIC SIGNAL REPAIR	Clsd	392.00	0.00		
		22000914	09/16/22	TRAFFIC SIGNAL REPAIR	Open	565.82	0.00		
						957.82			
ATTM0010	AT&T MOBILITY	22000912	09/13/22	MOBILE PHONE SERVICE	Open	382.74	0.00		
BCATO020	BCATO	22000908	09/22/22	FALL EVENT - S. SHORTALL	Clsd	50.00	0.00		
		22000909	09/22/22	FALL EVENT - B. JONES	Clsd	50.00	0.00		
						100.00			
BILLM010	BILL MITCHELL'S AUTO SERVICE I	22000904	09/21/22	EMISSION INSPECTION	Clsd	25.57	0.00		
BUCKS150	BUCKS COUNTY TRANSPORT, INC.	22000952	09/30/22	2022 SERVICE MATCH DART WEST	Open	5,000.00	0.00		
CBSD	Central Bucks School District	22000931	09/29/22	PARCEL 26-003-123-002	Open	1,278.40	0.00		
CLYDE005	CLYDE S. WALTON INC.	22000961	09/30/22	MECH. PERMIT REFUND	Open	25.00	0.00		
COMCA010	COMCAST	22000886	09/09/22	CABLE/INTERNET	Clsd	306.16	0.00		
		22000937	09/24/22	CABLE/INTERNET	Open	17.68	0.00		
						323.84			
DELA040	DELAWARE VALLEY WORKERS' COMP	22000955	09/01/22	BALANCE DUE/WORKERS COMP	Open	540.00	0.00		
DISPL015	Display and Sign Center Inc	22000958	09/29/22	BLANK NAME PLATES	Open	159.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
DVHIT010	DVHT	22000956	10/01/22	HEALTH INSURANCE	Open	65,831.58	0.00		
EASTE010	EASTERN AUTOPARTS WAREHOU	22000946	09/30/22	AUTO PARTS	Open	687.42	0.00		
EDISO005	EDISON QUARRY INC	22000963	09/01/22	DEBRIS REMOVAL	Open	2,800.00	0.00		
EMANU010	EMANUEL TIRE OF PENNSYLVANIA I	22000943	10/04/22	WASTE TIRES	Open	108.00	0.00		
EUREK010	EUREKA STONE QUARRY INC.	22000950	09/30/22	PAVING	Open	5,035.34	0.00		
		22000951	09/30/22	PATCHING	Open	<u>21,765.31</u>	0.00		
						26,800.65			
FINCH010	FINCH TURF INC.	22000916	09/01/22	MOWER REPAIR	Open	249.09	0.00		
FOLEY005	FOLEY INC	22000947	09/13/22	WALTERS RD CULV RENTAL	Open	457.00	0.00		
GARYT005	GARY THOMAS	22000894	09/08/22	2022 MEDICAL REIMBURSEMENT	Clsd	257.56	0.00		
		22000895	09/21/22	2022 BOOT ALLOWANCE	Clsd	169.98	0.00		
		22000905	09/21/22	2022 MEDICAL REIMBURSEMENT	Clsd	<u>24.03</u>	0.00		
						451.57			
GEORG040	GEORGE ALLEN PORTABLE TOILETS	22000953	09/30/22	PORTABLE TOILETS/PARKS	Open	664.00	0.00		
GRACE020	GRACE COMMUNITY CHURCH	22000932	09/22/22	SECURITY DEPOSIT REFUND	Open	200.00	0.00		
HKMAT010	H & K MATERIALS	22000887	09/10/22	MATERIALS - WALTERS RD CULV	Clsd	719.08	0.00		
		22000913	09/17/22	MATERIALS - WALTERS RD CULV	Open	<u>106.52</u>	0.00		
						825.60			
HOMED010	HOME DEPOT CREDIT SERVICES	22000954	09/28/22	SUPPLIES	Open	629.30	0.00		
JOSEP050	JOSEPH KARPOVICH	22000896	09/18/22	2022 MEDICAL REIMBURSEMENT	Clsd	1,292.75	0.00		
KELSE005	KELSEY C. GANTHER	22000949	10/05/22	2022 MEDICAL REIMBURSEMENT	Open	175.02	0.00		
MARIA015	MARIA CLANCY	22000889	09/16/22	MILEAGE REIMBURSEMENT	Clsd	15.25	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
MARIA015	MARIA CLANCY	Continued							
		22000918	09/23/22	2022 MEDICAL REIMBURSEMENT	Open	44.13	0.00		
						59.38			
MARYB005	MaryBeth McCabe								
		22000907	09/22/22	FALL FEST REIMBURSEMENT	Clsd	54.97	0.00		
		22000917	09/23/22	2022 MEDICAL REIMBURSEMENT	Open	640.00	0.00		
						694.97			
MUNIL005	MUNILOGIC								
		22000883	09/15/22	MONTHLY HOSTING FEE	Clsd	265.00	0.00		
MUTTM005	MUTT MITT								
		22000919	09/29/22	MUTT MITT SINGLES	Open	1,739.83	0.00		
NORTH100	NORTH AMERICAN SAFETY INC								
		22000903	09/06/22	UNIFORMS	Clsd	475.22	0.00		
NORTH050	NORTH PENN WATER AUTHORIT								
		22000922	09/20/22	WATER	Open	170.41	0.00		
PECOE020	PECO ENERGY-PAYMENT PROCESSING								
		22000897	09/16/22	ELECTRIC	Clsd	74.38	0.00		
		22000911	09/19/22	ELECTRIC	Open	1,721.36	0.00		
		22000921	09/23/22	ELECTRIC	Open	171.48	0.00		
		22000936	09/29/22	ELECTRIC	Open	458.86	0.00		
						2,426.08			
PSIPE005	PSI PERSONNEL LLC								
		22000884	09/23/22	M. YOUNG - 25 HOURS	Clsd	717.25	0.00		
		22000920	09/30/22	M. YOUNG - 25 HOURS	Open	717.25	0.00		
		22000957	10/07/22	M. YOUNG - 25 HOURS	Open	717.25	0.00		
						2,151.75			
QUALT005	QUALTEK WIRELESS								
		22000960	10/03/22	ZONING PERMIT APP REFUND	Open	100.00	0.00		
READY005	READY REFRESH BY NESTLE								
		22000890	09/06/22	BOTTLED WATER	Clsd	284.31	0.00		
		22000901	09/06/22	BOTTLED WATER	Clsd	71.91	0.00		
						356.22			
REPUB005	REPUBLIC SERVICES #320								
		22000910	09/15/22	TRASH SERVICES	Clsd	731.54	0.00		
RICHA085	RICHARD & KATHLEEN CHRISTIE								
		22000882	09/21/22	ZHB REFUND	Clsd	800.00	0.00		
RIGGI010	RIGGINS INC.								
		22000929	09/15/22	PW DIESEL	Open	3,688.29	0.00		
		22000940	09/29/22	PW DIESEL	Open	3,817.35	0.00		
						7,505.64			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
RYANC010	RYAN CRESSMAN	22000893	09/16/22	2022 MEDICAL REIMBURSEMENT	Clsd	24.00	0.00		
RYANL005	RYAN LISCHKE	22000902	09/20/22	2022 MEDICAL REIMBURSEMENT	Clsd	456.97	0.00		
SERV1010	SERVICE TIRE TRUCK CENTERS	22000892	09/09/22	TIRES	Clsd	254.38	0.00		
		22000900	09/13/22	TIRES	Clsd	238.00	0.00		
						492.38			
SHAWN020	SHAWN P. KNIGHT	22000926	09/22/22	UNIFORM	Open	26.70	0.00		
STAND015	STANDARD DIGITAL LEASING	22000923	09/24/22	ADMIN COPIER	Open	489.02	0.00		
STAPL015	STAPLES	22000948	10/01/22	OFFICE SUPPLIES	Open	188.67	0.00		
TDAME010	TD AMERITRADE INSTITUTIONAL	22000906	09/22/22	EMPLOYEE PENSION CONTRIBUTIONS	Clsd	10,148.35	0.00		
TEAML005	TEAM LIFE, INC.	22000927	09/21/22	DEFIBRILLATION PADS	Open	2,497.00	0.00		
THOMA090	THOMAS J. WALSH III, ESQ.	22000891	09/16/22	ZONING LEGAL SERVICES	Clsd	1,456.00	0.00		
THOMP010	THOMPSON NETWORKS	22000915	09/24/22	MONTHLY HELP DESK SERVICES	Open	1,351.00	0.00		
UNITE010	UNITED INSPECTION AGENCY INC.	22000899	09/14/22	OUTSIDE INSPECTIONS	Clsd	380.00	0.00		
		22000928	09/21/22	OUTSIDE INSPECTIONS	Open	450.00	0.00		
		22000941	09/28/22	OUTSIDE INSPECTIONS	Open	250.00	0.00		
						1,080.00			
UNIVE010	UNIVERSAL ELECTRIC LLC	22000944	09/29/22	TROUBLESHOOT POWER	Open	655.00	0.00		
UNIVE015	UNIVEST BANK	22000942	09/29/22	PRINCIPAL	Open	2,163.26	0.00		
VERIZ010	VERIZON	22000885	09/12/22	FIOS SERVICES/EQUIP	Clsd	22.30	0.00		
		22000925	09/05/22	POLICE INTERNET	Open	321.16	0.00		
		22000938	09/27/22	INTERNET	Open	110.99	0.00		
						454.45			
VERIZ050	VERIZON WIRELESS	22000924	09/19/22	POLICE WIRELESS SERVICE	Open	136.06	0.00		
		22000933	09/19/22	POLICE WIRELESS SERVICE	Open	480.12	0.00		

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Vendor #	Name							
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type	
VERIZ050	VERIZON WIRELESS		Continued					
22000939	09/23/22	POLICE WIRELESS SERVICE	Open	<u>25.02</u> 641.20	0.00			
WEHRU010	WEHRUNG'S							
22000962	09/30/22	MATERIALS	Open	26.01	0.00			
WMORR005	WM. ORR & SONS INC.							
22000930	09/21/22	CULVERT GUIDE RAIL	Open	6,800.00	0.00			
Total Purchase Orders:		81	Total P.O. Line Items:	0	Total List Amount:	158,488.00	Total Void Amount:	0.00

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**EXPENDITURES PREVIEW  
APPROVAL**

**NBT BOARD OF SUPERVISORS**

**APPROVED BY THE BOARD OF  
SUPERVISORS**

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**Attest:** \_\_\_\_\_

**Date:** \_\_\_\_\_



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

**BOARD MOTION**

**Date:** October 17, 2022

**I MOVE THAT:** The Board approve all items on the consent agenda, dated October 17, 2022, per the attachment.

**Presented By:** \_\_\_\_\_

**Seconded By:** \_\_\_\_\_



## **Consent Agenda Items for the Next Meeting (10/17/2022)**

1. Mike Thevar has executed a Professional Services Agreement for an inground swimming pool for 308 Dorothy Lane, TMP #26-001-125-013, with corresponding legal and engineering escrow of \$5,000.00.
2. Stephen & Gina Wherry have executed a Professional Services Agreement for a stormwater site plan review for 141 Cheese Factory Road, TMP #26-011-057-001, with corresponding legal and engineering escrow of \$5,000.00.
3. Dominic & Dominica Mazzeo have executed a Professional Services Agreement for an Act 537 Planning Module review for 175 Curley Mill Road, TMP #26-003-030, with corresponding legal and engineering escrow of \$2,500.00.
4. Casadonti Homes, Inc has executed a Professional Services Agreement for a Preliminary Plan review for 396 King Road, TMP #26-004-030, with corresponding legal and engineering escrow of \$10,000.00.
5. Brian & Barrie Ciccone have executed a Stormwater Facilities Operations and Maintenance Agreement for 555 New Galena Road, TMP #26-003-114-002, with a Stormwater BMP maintenance fee of \$500.00.
6. Hallmark Homes-Mill Ridge LLC has executed Escrow Release #11 for the Mill Ridge Subdivision for \$81,949.50, leaving \$185,069.34 remaining.
7. Rose Marie Tecce has executed a Memorandum of Development Agreement for 9 Sellersville Road, TMP #26-001-133.
8. 180 New Britain Blvd Associates, LLC has executed the following documents in reference to, 180 New Britain Boulevard, TMP #26-001-100: Memorandum of Development Agreement, Development Agreement, Stormwater Facilities Operation & Maintenance Agreement, & Record Plan.
9. New Britain Township has executed a Record Plan for King Road & Keller Road (Gilmore Land Preservation) Gilmore Tract, TMP #26-004-010.

**NEW BRITAIN TOWNSHIP**  
**PROFESSIONAL SERVICES AGREEMENT**

(PERMITS)

**THIS AGREEMENT** made this 23<sup>rd</sup> day of September, 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 **MIKE THEVAR** 308 Dorothy Ln, 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 **308 Dorothy Ln**, also known as Bucks County Tax Map Parcel No(s). **26-001-125-013** (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

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,

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.

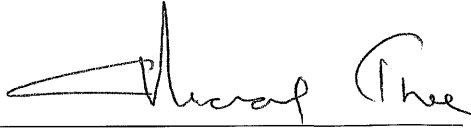
**IN WITNESS WHEREOF**, and intending to be legally bound, the parties have caused their signatures to be affixed and have affixed their hand and seals the day and year first above written.

**FOR NEW BRITAIN TOWNSHIP:**

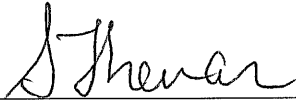
\_\_\_\_\_  
Matt West, Township Manager

**FOR APPLICANT:**

MICHAEL THEVAR  
(Applicant - Print Name)

By:   
(Applicant - Signature(s))

SUSHAMA THEVAR  
(Applicant - Print Name)

By:   
(Applicant - Signature(s))

**NEW BRITAIN TOWNSHIP**  
**PROFESSIONAL SERVICES AGREEMENT**  
(PERMITS)

THIS AGREEMENT made this 29<sup>th</sup> day of September, 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 **STEPHEN & GINA WHERRY** of 141 Cheese Factory Rd, Doylestown, PA 18901 (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 **141 Cheese Factory Rd**, also known as Bucks County Tax Map Parcel No(s). **26-011-057-001** (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.

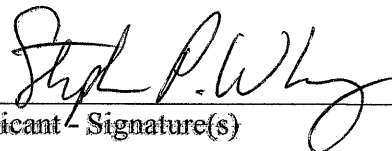
**IN WITNESS WHEREOF**, and intending to be legally bound, the parties have caused their signatures to be affixed and have affixed their hand and seals the day and year first above written.

**FOR NEW BRITAIN TOWNSHIP:**

\_\_\_\_\_  
Matt West, Township Manager

**FOR APPLICANT:**

STEPHEN P. WHERRY  
(Applicant - Print Name)

By:   
(Applicant - Signature(s))

Gina D. Wherry  
(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**”) and **DOMINIC AND DOMINICA MAZZEO**, 175 Curley Mill Rd (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. 26-003-030 located at 175 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 **Two Thousand Five Hundred Dollars (\$2,500.00)** 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

DOMONICA MAZZEO  
(Applicant - Print Name)

By: *Domonica Mazzeo*  
(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**”) **CASADONTI HOMES, INC**, P.O. Box 5, Chalfont, PA 18914 (hereafter referred to as “**Developer**”).

**W I T N E S S E T H:**

**WHEREAS**, the Developer is the applicant for Subdivision and/or Land Development of certain real estate bearing Bucks County Tax Map Parcel No. 26-004-030 located at 396 King 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.

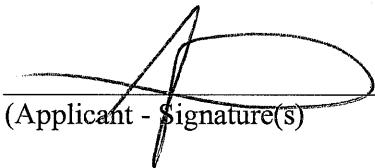
FOR NEW BRITAIN TOWNSHIP:

**ATTEST:**

JOE CASADONTI  
(Applicant - Print Name)

\_\_\_\_\_  
(Applicant - Print Name)

\_\_\_\_\_  
Matt West, Township Manager

By:   
(Applicant - Signature(s))

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: 26-003-114-002

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**STORMWATER FACILITIES  
OPERATION AND MAINTENANCE AGREEMENT**

*THIS AGREEMENT*, made and entered into this 27 day of September 2022, by **BRIAN CICCONE AND BARRIE CICCONE**, adult individuals residing at 555 New Galena Road, Chalfont, PA 18976 (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 1.278 acres, located at 555 New Galena Road, Chalfont, Pennsylvania, also known as Bucks County Tax Parcel No. 26-003-114-002 (hereinafter referred to as the "**Property**"); and

**WHEREAS**, Landowner submitted a proposed pool and patio plan for the Property pursuant to plans entitled the Proposed Pool and Patio Site Plan, prepared by R.L. Showalter & Associates, Inc., consisting of three (3) sheets, dated August 4, 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 develop the Property in accordance with the Plan; and

**WHEREAS**, the Township, through 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 Five Hundred Dollars (\$500.00) 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, Brian and Barrie Ciccone, 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  
Brian Ciccone and Barrie Ciccone  
(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:**

Shannon Gni  
Witness

By: Brian Ciccone  
**BRIAN CICCONE**

Shannon Gni  
Witness

By: Barrie Ciccone  
**BARRIE CICCONE**

**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  
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT  
Brian Ciccone and Barrie Ciccone  
(Acknowledgments)**

**BY LANDOWNER**

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

On this 27 day of September, 2022, before me a Notary Public, personally appeared **BRIAN CICCONE** and **BARRIE CICCONE**, who executed the foregoing instrument for the purposes therein contained.

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

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

Shannon Lee Smith (SEAL)  
Notary Public

**BY TOWNSHIP**

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

On this \_\_\_\_\_ 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)



GILMORE & ASSOCIATES, INC.  
ENGINEERING & CONSULTING SERVICES

September 27, 2022

File No. 17-12046

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

Reference: Hallmark Homes-Mill Ridge LLC, Escrow Release #11  
Mill Ridge Major Subdivision (Assal Tract)  
TMP #26-003-003 (New Britain Township)

Dear Matt:

In response to the Applicant's request for an escrow release associated with the above-referenced project, a representative from our office performed a site observation of the completed improvements on September 22, 2022. We have prepared Certificate of Completion #11 in the amount of **\$81,949.50** for consideration at an upcoming public meeting.

We recommend the release of the funds as delineated on the attached breakdown and which equal \$81,949.50 to Hallmark Homes-Mill Ridge LLC. This leaves \$185,069.34 remaining in the escrow fund for work within New Britain Township. The escrowed site improvements are approximately 99% completed. For future reference, we note that the maintenance amount will be \$143,558.47 equal to 15% of the total project escrow amount.

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

Sincerely,

A handwritten signature in black ink that reads "Janene Marchand".

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

JM/sl

Enclosures: as referenced

cc: Michael Walsh, Assistant Manager  
Jeffrey P. Garton, Esquire, Begley, Carlin, & Mandio, LLP  
Richard R. Carroll, III, President, Hallmark Homes Group, Inc.  
Craig D. Kennard, P.E., E.V.P., Gilmore & Associates, Inc.  
Jerry O'Donnell, Construction Observer, Gilmore & Associates, Inc.





**ESCROW STATUS REPORT**

PROJECT NAME:	Mill Ridge Subdivision-New Britain Township	TOTAL CONSTRUCTION:	\$832,223.00	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ 91,055.00
PROJECT NO.:	17-12046	TOTAL CONSTRUCTION CONTINGENCY:	\$83,222.30	RETAINAGE THIS RELEASE:	\$ 9,105.50
PROJECT OWNER:	Hallmark Homes-Mill Ridge LLC	TOTAL ENG/INSP/LEGAL:	\$41,611.15	RETAINAGE RELEASED THIS PERIOD:	\$ -
		TOTAL ESCROW POSTED:	\$957,056.45	AMOUNT OF THIS RELEASE:	<b>\$ 81,949.50</b>
MUNICIPALITY:	New Britain Township			TOTAL ESCROW RELEASED TO DATE:	\$ 771,987.11
ESCROW AGENT:	Meridian Bank			TOTAL RETAINAGE RELEASED TO DATE*:	\$ 341,892.09
TYPE OF SECURITY:	Acquisition Development and Construction Loan	RELEASE NO.:	11	TOTAL ESCROW REMAINING:	\$ 185,069.34
AGREEMENT DATE:	9/16/2020	RELEASE DATE:	September 26, 2022	TOTAL CONSTRUCTION CONTINGENCY:	\$ 83,222.30
				TOTAL ENG/INSP/LEGAL:	\$ 41,611.15
				TOTAL REMAINING RETAINAGE TO DATE:	\$ 51,042.64
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ 3,125.00

\*Retainage Released to Date is included in Total Escrow Released to Date.

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 12
					TOTAL		TOTAL		TOTAL		
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
<b>I. EROSION CONTROL</b>											
1. Rock Construction Entrance	EA	1	\$2,000.00	\$2,000.00			1	\$2,000.00			
2. Silt Sock - 8" (D,E,F,G,H)	LF	1,740	\$2.85	\$4,959.00			1,740	\$4,959.00			
3. Silt Sock - 12" (O,O,R)	LF	475	\$3.45	\$1,638.75			475	\$1,638.75			
4. Silt Sock - 18" (A,B,C,L,N,Q)	LF	1,210	\$5.50	\$6,655.00			1,210	\$6,655.00			
5. Silt Sock - 24" (I,J,K,P)	LF	520	\$10.00	\$5,200.00			520	\$5,200.00			
6. Silt Sock - 32" (M)	LF	385	\$12.00	\$4,620.00			385	\$4,620.00			
7. Clearing & Grubbing	LS	1	\$6,000.00	\$6,000.00			1	\$6,000.00			
8. Orange Tree Protection Fence	LF	3,435	\$1.80	\$6,183.00			3,435	\$6,183.00			
9. Temporary Seeding (Topsoil Pile Only)	LS	1	\$700.00	\$700.00			1	\$700.00			
10. R5 Rip Rap Lining	SY	80	\$50.00	\$4,000.00			80	\$4,000.00			
11. Rip Rap Lining	SY	40	\$60.00	\$2,400.00			40	\$2,400.00			
12. R7 Rip Rap Lining	SY	4	\$100.00	\$400.00			4	\$400.00			
13. Inlet Filters	EA	12	\$120.00	\$1,440.00			12	\$1,440.00			
14. S75 Matting	SF	190,500	\$0.15	\$28,575.00			190,500	\$28,575.00			
15. Filter Bag	EA	1	\$500.00	\$500.00			1	\$500.00			
16. E&S Maintenance	LS	1	\$2,500.00	\$2,500.00	0.5	\$1,250.00	1	\$2,500.00			
17. E&S Removal	LS	1	\$2,000.00	\$2,000.00	1	\$2,000.00	1	\$2,000.00			
<b>II. BASIN #1</b>											
1. Topsoil 8" Strip/Stockpile	CY	1,490	\$3.00	\$4,470.00			1,490	\$4,470.00			
2. Keyway Excavation	LF	350	\$5.00	\$1,750.00			350	\$1,750.00			
3. Basin Cut/Fill	CY	3,185	\$2.90	\$9,236.50			3,185	\$9,236.50			
4. Site Cut/Basin Fill	CY	2,000	\$2.90	\$5,800.00			2,000	\$5,800.00			
5. RCP O-Ring, CL III - 18"	LF	123	\$32.00	\$3,936.00			123	\$3,936.00			
6. DW Headwalls - 6"	EA	1	\$1,500.00	\$1,500.00			1	\$1,500.00			
7. SDR - 26 PVC - 6"	LF	11	\$26.00	\$286.00			11	\$286.00			
8. Outlet Structure	EA	1	\$2,500.00	\$2,500.00			1	\$2,500.00			
9. Anti-Seep Collars	EA	2	\$750.00	\$1,500.00			2	\$1,500.00			
10. Respread Topsoil - 9"	CY	1,070	\$3.50	\$3,745.00			1,070	\$3,745.00			
11. Emergency Spillway	SF	900	\$1.50	\$1,350.00			900	\$1,350.00			
12. Conversion (Udrain & Amended Soil)	LS	1	\$30,000.00	\$30,000.00			1	\$30,000.00			
<b>III. BASIN #2</b>											
1. Topsoil 8" Strip/Stockpile	CY	760	\$3.00	\$2,280.00			760	\$2,280.00			
2. Keyway Excavation	LF	225	\$5.00	\$1,125.00			225	\$1,125.00			
3. Basin Cut/Fill	CY	890	\$2.90	\$2,581.00			890	\$2,581.00			
4. Basin Cut/Site Fill	CY	2,025	\$2.65	\$5,366.25			2,025	\$5,366.25			
5. Outlet Structure	EA	1	\$2,500.00	\$2,500.00			1	\$2,500.00			
6. RCP O-Ring, CL III - 24"	LF	50	\$45.00	\$2,250.00			50	\$2,250.00			
7. Anti-Seep Collars	EA	2	\$750.00	\$1,500.00			2	\$1,500.00			
8. Respread Topsoil - 9"	CY	515	\$3.50	\$1,802.50			515	\$1,802.50			
9. Emergency Spillway	SF	900	\$1.50	\$1,350.00			900	\$1,350.00			
10. Conversion (Udrain & Amended Soil)	LS	1	\$15,000.00	\$15,000.00			1	\$15,000.00			





**ESCROW STATUS REPORT**

PROJECT NAME:	Mill Ridge Subdivision-New Britain Township	TOTAL CONSTRUCTION:	\$832,223.00	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ 91,055.00
PROJECT NO.:	17-12046	TOTAL CONSTRUCTION CONTINGENCY:	\$83,222.30	RETAINAGE THIS RELEASE:	\$ 9,105.50
PROJECT OWNER:	Hallmark Homes-Mill Ridge LLC	TOTAL ENG/INSP/LEGAL:	\$41,611.15	RETAINAGE RELEASED THIS PERIOD:	\$ -
		TOTAL ESCROW POSTED:	\$957,056.45	AMOUNT OF THIS RELEASE:	<b>\$ 81,949.50</b>
MUNICIPALITY:	New Britain Township			TOTAL ESCROW RELEASED TO DATE:	\$ 771,987.11
ESCROW AGENT:	Meridian Bank			TOTAL RETAINAGE RELEASED TO DATE*:	\$ 341,892.09
TYPE OF SECURITY:	Acquisition Development and Construction Loan	RELEASE NO.:	11	TOTAL ESCROW REMAINING:	\$ 185,069.34
AGREEMENT DATE:	9/16/2020	RELEASE DATE:	September 26, 2022	TOTAL CONSTRUCTION CONTINGENCY:	\$ 83,222.30
				TOTAL ENG/INSP/LEGAL:	\$ 41,611.15
				TOTAL REMAINING RETAINAGE TO DATE:	\$ 51,042.64
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ 3,125.00

\*Retainage Released to Date is included in Total Escrow Released to Date.

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 12		
CONSTRUCTION ITEMS					UNITS	QUANTITY	PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
<b>IV. BASIN #3</b>													
1.	Topsoil 8" Strip/Stockpile	CY	1,540	\$3.00			\$4,620.00	1,540	\$4,620.00				
2.	Keyway Excavation	LF	550	\$5.00			\$2,750.00	550	\$2,750.00				
3.	Basin Cut/Fill	CY	1,990	\$2.90			\$5,771.00	1,990	\$5,771.00				
4.	Basin Cut/Site Fill	CY	3,050	\$2.90			\$8,845.00	3,050	\$8,845.00				
5.	Outlet Structure	EA	1	\$2,500.00			\$2,500.00	1	\$2,500.00				
6.	DW Headwalls - 30"	EA	1	\$2,000.00			\$2,000.00	1	\$2,000.00				
7.	RCP O-Ring, CL III - 30"	LF	45	\$65.00			\$2,925.00	45	\$2,925.00				
8.	Anti-Seep Collars	EA	2	\$750.00			\$1,500.00	2	\$1,500.00				
9.	Respread Topsoil - 9"	CY	880	\$3.50			\$3,080.00	880	\$3,080.00				
10.	Emergency Spillway	SF	900	\$1.50			\$1,350.00	900	\$1,350.00				
11.	Conversion (Udrain & Amended Soil)	LS	1	\$35,000.00			\$35,000.00	1	\$35,000.00				
<b>V. EARTHWORK</b>													
1.	Topsoil 8" Strip/Stockpile	CY	10,800	\$2.90			\$31,320.00	10,800	\$31,320.00				
2.	Diversion Swale Grading	LF	815	\$2.00			\$1,630.00	815	\$1,630.00				
3.	Site Cut/Fill	CY	13,000	\$2.90			\$37,700.00	13,000	\$37,700.00				
4.	Road Excavation for Widening	CY	200	\$15.00			\$3,000.00	200	\$3,000.00				
<b>VI. STORM SEWER</b>													
1.	Saw Cutting	LF	140	\$1.00			\$140.00	140	\$140.00				
2.	DW Headwalls - Double 29x45"	EA	2	\$5,000.00			\$10,000.00	2	\$10,000.00				
3.	RCP Elliptical CL III - Double 29"x45" Crossing Road	LF	35	\$180.00			\$6,300.00	35	\$6,300.00				
4.	DW Headwalls - 24" x 38"	EA	2	\$2,800.00			\$5,600.00	2	\$5,600.00				
5.	RCP O-Ring, CL III - 24"x38" Crossing Road	LF	35	\$120.00			\$4,200.00	35	\$4,200.00				
6.	RCP O-Ring, CL III - 18"	LF	2,000	\$40.00			\$80,000.00	2,000	\$80,000.00				
7.	RCP O-Ring, CL III - 21"	LF	117	\$95.00			\$11,115.00	117	\$11,115.00				
8.	RCP Elliptical, CL III - 24"x38"	LF	72	\$110.00			\$7,920.00	72	\$7,920.00				
9.	RCP Elliptical, CL III - 29"x45"	LF	50	\$120.00			\$6,000.00	50	\$6,000.00				
10.	DW Headwalls - 18"	EA	6	\$1,500.00			\$9,000.00	6	\$9,000.00				
11.	DW Headwalls - 24"x38"	EA	2	\$3,200.00			\$6,400.00	2	\$6,400.00				
12.	DW Headwalls - 29"x45"	EA	1	\$3,500.00			\$3,500.00	1	\$3,500.00				
13.	Type C Inlet - 4'	EA	13	\$2,200.00			\$28,600.00	13	\$28,600.00				
<b>VII. CONCRETE</b>													
1.	Sidewalk	SF	4,610	\$4.00			\$18,440.00	675	\$2,700.00	4,610	\$18,440.00		
2.	Aprons	SF	480	\$5.00			\$2,400.00	120	\$600.00	480	\$2,400.00		
3.	Belgian Block Curb	LF	1,950	\$19.00			\$37,050.00	1,950	\$37,050.00				



**ESCROW STATUS REPORT**

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PROJECT NO.:	17-12046	TOTAL CONSTRUCTION CONTINGENCY:	\$83,222.30	RETAINAGE THIS RELEASE:	\$	9,105.50
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		TOTAL ESCROW POSTED:	\$957,056.45	AMOUNT OF THIS RELEASE:	\$	<b>81,949.50</b>
MUNICIPALITY:	New Britain Township			TOTAL ESCROW RELEASED TO DATE:	\$	771,987.11
ESCROW AGENT:	Meridian Bank			TOTAL RETAINAGE RELEASED TO DATE*:	\$	341,892.09
TYPE OF SECURITY:	Acquisition Development and Construction Loan	RELEASE NO.:	11	TOTAL ESCROW REMAINING:	\$	185,069.34
AGREEMENT DATE:	9/16/2020	RELEASE DATE:	September 26, 2022	TOTAL CONSTRUCTION CONTINGENCY:	\$	83,222.30
				TOTAL ENG/INSP/LEGAL:	\$	41,611.15
				TOTAL REMAINING RETAINAGE TO DATE:	\$	51,042.64
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$	3,125.00

\*Retainage Released to Date is included in Total Escrow Released to Date.

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 12		
CONSTRUCTION ITEMS					UNITS	QUANTITY	PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
<b>VIII. MILL RIDGE ROAD PAVING</b>													
1.	Fine Grade for Paving	SY	3,200	\$0.80			\$2,560.00			3,200	\$2,560.00		
2.	2A Mod Subbase - 6"	SY	3,200	\$4.80			\$15,360.00			3,200	\$15,360.00		
3.	25mm Superpave Base - 4-1/2"	SY	3,200	\$17.00			\$54,400.00			3,200	\$54,400.00		
4.	Sweep & Tack Seal	SY	3,200	\$0.50		3,200	\$1,600.00			3,200	\$1,600.00		
5.	9.5mm Superpave - 1-1/2"	SY	3,200	\$8.00		3,200	\$25,600.00			3,200	\$25,600.00		
6.	Pavement Markings - Hot Thermoplastic	LS	1	\$545.00		1	\$545.00			1	\$545.00		
7.	Signs	EA	8	\$220.00			\$1,760.00			8	\$1,760.00		
8.	Stamped Asphalt Crosswalk	EA	1	\$1,000.00		1	\$1,000.00			1	\$1,000.00		
<b>IX. CURLEY MILL ROAD PAVING</b>													
1.	Mill Curley Mill Road	SY	2,000	\$5.00			\$10,000.00			2,000	\$10,000.00		
2.	Base Repair	CY	50	\$20.00			\$1,000.00			50	\$1,000.00		
3.	Fine Grade Widening	SY	635	\$1.00			\$635.00			635	\$635.00		
4.	2A Mod Subbase - 6"	SY	635	\$4.80			\$3,048.00			635	\$3,048.00		
5.	25mm Superpave Base - 5"	SY	635	\$17.50			\$11,112.50			635	\$11,112.50		
6.	19mm Superpave Binder - 2"	SY	635	\$12.00			\$7,620.00			635	\$7,620.00		
7.	Sweep & Tack Seal	SY	635	\$0.50			\$317.50			635	\$317.50		
8.	9.5mm Superpave Wearing - 1-1/2" (Full Cartway and Widening)	SY	2,635	\$8.00			\$21,080.00			2,635	\$21,080.00		
<b>X. SURVEY AND ASBUILTS</b>													
1.	Survey and Asbuilts	LS	1	\$12,500.00			\$12,500.00			1	\$9,375.00	0.25	\$3,125.00
2.	Pins and Monuments	LS	1	\$5,000.00		1	\$5,000.00			1	\$5,000.00		
<b>XI. LANDSCAPING</b>													
1.	Shade/Street Trees	EA	101	\$400.00		59	\$23,600.00			101	\$40,400.00		
2.	Evergreen Trees	EA	62	\$300.00		42	\$12,600.00			62	\$18,600.00		
3.	Ornamental Trees	EA	70	\$250.00		35	\$8,750.00			70	\$17,500.00		
4.	Shrubs	EA	261	\$30.00		127	\$3,810.00			261	\$7,830.00		
5.	Meadow Mix -Rear Yards	LS	1	\$2,000.00		1.0	\$2,000.00			1	\$2,000.00		
<b>XII. MISCELLANEOUS</b>													
1.	Traffic Control	LS	1	\$5,000.00			\$5,000.00			1	\$5,000.00		
2.	Lighting	EA	1	\$1,500.00			\$1,500.00			1	\$1,500.00		
3.	Community Mailbox	EA	1	\$1,000.00			\$1,000.00			1	\$1,000.00		
4.	R/M Woody Growth/Place 8" Topsoil/Seed (Limekiln Pike ROW)	LS	1	\$1,000.00			\$1,000.00			1	\$1,000.00		

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: 26-001-133

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**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 ***ROSE MARIE TECCE***, an adult individual, ("***Developer***") and the ***TOWNSHIP OF NEW BRITAIN*** ("***Township***") relating to the subdivision of Tax Parcel 26-001-133 into two (2) Lots, located on Sellersville Road, New Britain Township, Bucks County, Pennsylvania, (hereinafter referred to as the "***Property***"), and more fully described on a separate set of plans on record in the Township Office entitled 9 Sellersville Road (Tecce), Preliminary/Minor Subdivision Plan, prepared by R.L. Showalter & Associates, Inc., dated April 21, 2021, last revised October 15, 2021, consisting of sheets 1 through 5, said plans being made a part hereof and incorporated herein by reference although not physically 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:       Rose Marie Tecce  
Grantee:       Township of New Britain

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**NEW BRITAIN TOWNSHIP  
MEMORANDUM OF DEVELOPMENT AGREEMENT  
Rose Marie Tecce  
(Signatures)**

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

**DEVELOPER**

**ROSE MARIE TECCE**

Attest:



By:



**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

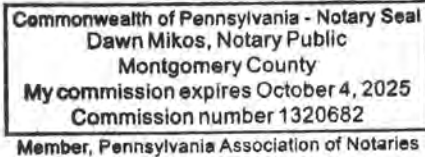
**NEW BRITAIN TOWNSHIP  
MEMORANDUM OF DEVELOPMENT AGREEMENT  
Rose Marie Tecce  
(Acknowledgments)**

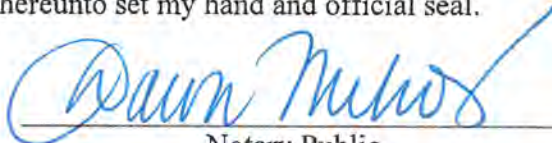
**BY DEVELOPER**

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

On this 31<sup>st</sup> day of AUGUST, 2022, before me a Notary Public, personally appeared **ROSE MARIE TECCE**, who executed the foregoing instrument for the purposes therein contained.

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



 (SEAL)  
\_\_\_\_\_  
Notary Public

**BY TOWNSHIP**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 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: 26-001-100

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**MEMORANDUM OF DEVELOPMENT AGREEMENT**

***THIS MEMORANDUM OF DEVELOPMENT AGREEMENT*** is executed concurrently with a Development Agreement entered into by and between the parties to this Memorandum on this \_\_\_\_ day of \_\_\_\_\_, A.D., 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 ***180 NEW BRITAIN BLVD ASSOCIATES, LLC***, a Pennsylvania Limited Liability Company, ("***Developer***") and the ***TOWNSHIP OF NEW BRITAIN*** ("***Township***") relating to a tract of land consisting of one (1) parcel, totaling 8.51 acres, also known as Bucks County Tax Parcel No. 26-001-100 (hereinafter referred to as the "***Property***"), and more fully described on a separate set of plans on record in the Township Office entitled the Minor Land Development Plan for 180 New Britain Blvd, prepared by Rettew Associates, Inc., consisting of thirteen (13) sheets, dated January 11, 2022, last revised August 22, 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 satisfactory completion of Developer's obligations as described in the Development Agreement.

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

Grantor: 180 New Britain Blvd Associates, LLC  
Grantee: Township of New Britain

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**NEW BRITAIN TOWNSHIP  
MEMORANDUM OF DEVELOPMENT AGREEMENT  
180 New Britain Blvd Associates, LLC  
(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:**

***180 NEW BRITAIN BLVD ASSOCIATES, LLC,***  
a Pennsylvania Limited Liability Company

  
Witness

By: ***180 New Britain Blvd Manager, LLC,***  
a Pennsylvania Limited Liability Company, its  
Manager

By:   
Name: Aaron Repucci  
Title: Member

**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



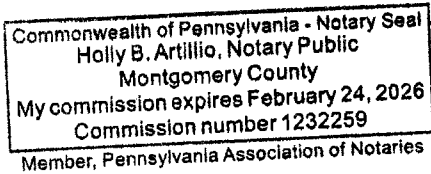
**NEW BRITAIN TOWNSHIP  
MEMORANDUM OF DEVELOPMENT AGREEMENT  
180 New Britain Blvd Associates, LLC  
(Acknowledgments)**

**BY DEVELOPER**

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

On this 30<sup>th</sup> day of September, 2022, before me a Notary Public, personally appeared **AARON REPUCCI, Member of 180 NEW BRITAIN BLVD MANAGER, LLC, a Pennsylvania Limited Liability Company, Manager of 180 NEW BRITAIN BLVD ASSOCIATES, LLC, a Pennsylvania Limited Liability Company**, and that he as such, 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.



Holly B. Artillio (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)

**NEW BRITAIN TOWNSHIP  
DEVELOPMENT AGREEMENT  
(180 New Britain Boulevard / 180 New Britain Blvd Associates, LLC)**

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

**A N D**

***180 NEW BRITAIN BLVD ASSOCIATES, LLC***, a Pennsylvania Limited Liability Company, having offices at 100 Front Street, Suite 560, West Conshohocken, PA 19428 (hereinafter referred to as "***Developer***"), owner of certain premises in the Township of New Britain, Bucks County, Pennsylvania, consisting of one (1) parcel, totaling approximately 8.51 acres, also known as Bucks County Tax Parcel No. 26-001-100 (hereinafter referred to as the "***Property***"), and more fully described on a separate set of plans on record in the Township Office entitled the Minor Land Development Plan for 180 New Britain Blvd, prepared by Rettew Associates, Inc., consisting of thirteen (13) sheets, dated January 11, 2022, last revised August 22, 2022; said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the "***Plan***").

**WITNESSETH**

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

***WHEREAS***, Developer further intends to develop the Property by the construction of an additional parking area (hereinafter referred to as the "***Project***") pursuant to the Plan and Township's grant of conditional preliminary/final land development approval thereof; and

***WHEREAS***, Developer further intends to construct improvements, including, but not limited to, land clearing, stormwater management, erosion and sediment control, certain road construction, installation of landscaping, and other requirements (hereinafter referred to as the "***Improvements***") in accordance with the Plan and Township Resolution 2022-11, which granted conditional preliminary/final plan approval to the Project on June 20, 2022, a copy of which is attached hereto and made a part hereof as ***Exhibit "A"***; and

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

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

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

**I. PLAN AND PROJECT COMPLIANCE**

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

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

**II. FORM, EXECUTION, AND RECORDATION OF PLAN**

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

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

**III. AS-BUILT PLANS TO BE PROVIDED TO TOWNSHIP**

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

**IV. CONSTRUCTION PLANS**

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

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

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

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



which may be assessed upon the transfer of any property interest to Township. The amount of the title insurance shall be no less than Fifty Thousand Dollars (\$50,000.00).

**VI. DEVELOPER TO EMPLOY AN APPROVED REGISTERED PROFESSIONAL ENGINEER**

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

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

**VII. PUBLIC UTILITIES**

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

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

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

**VIII. DEVELOPER'S AGREEMENT TO COMPLETE IMPROVEMENTS**

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

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

**IX. FINANCIAL SECURITY**

The Developer covenants and agrees that prior to commencing any construction activity, and prior to seeking any building permits for any improvements to be erected at the site, and prior to doing any property clearance work in connection with the Project, the Developer will provide to the Township security to guarantee the completion of the public improvements and compliance with the terms and conditions of this Agreement. The form of security shall be a cash deposit made by the Owner to the Township in the amount of Three Hundred Thirty Nine Thousand Twenty Eight Dollars and Twenty-Five Cents (\$339,028.25), which is less the engineer, legal and inspection costs (the *Financial Security*) and the description of the improvements, estimated quantity, estimated costs, which are used as a basis for determining the cash deposit, is attached as *Exhibit "B"* to this Agreement.

As work is completed, pursuant to the terms and conditions of this Agreement, the Township, by and through its Township Engineer and Township Manager, shall process releases, which said releases shall be in the following form:

**CERTIFICATION OF COMPLETION**

We, the undersigned, hereby certify that road, street, drainage, or other improvements required to be made by Owner have been installed to the extent of \$ \_\_\_\_\_ and this certificate authorized the release of \$ \_\_\_\_\_ from the cash deposited pursuant to the Development Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

This certificate is issued in accordance with the Development Agreement and is subject to a final completion certificate issued by the Township Engineer for the entire improvements.

Dated:

\_\_\_\_\_  
Township Engineer

\_\_\_\_\_  
Township Secretary

In the event that the Improvements are not installed pursuant to the terms of this Agreement, Township shall have the right and privilege to use this Financial Security pursuant to the provisions of this Agreement. Developer hereby agrees if Township determines that Developer has defaulted upon any obligation under this Agreement during the construction of the Project, after reasonable notice to Developer and an opportunity to cure such default, Township shall have the right and privilege to utilize all or part of the amount secured by the Financial Security. Any determination of default shall be within the sole discretion of Township. Payment to Township shall not require any affirmative declaration by Township concerning the validity of the announced default, and Developer does hereby authorize said payment. Any such payment shall be used only to cure the announced default and the resulting actual expenses incurred thereby, including but not limited to reasonable engineering fees, reasonable attorney's fees, construction or demolition costs, and repair costs. The Township shall return the remaining balance of said payment, if any, to the Developer, as appropriate, to be held as all or part of the Financial Security.

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

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



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

#### **X. RETAINAGE**

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

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

#### **XI. INDEMNIFICATION**

Unless caused by the gross negligence or willful misconduct of the Township, Developer agrees to exonerate, defend, indemnify, and hold harmless Township, Township officials, Township employees, Township agents, and Township professionals and their respective agents and employees from and against any and all claims, actions, damages, losses, awards, verdicts, judgments, and expenses, including attorney's fees, arising out of or resulting from (a) the construction of the Project; (b) the approval of the Improvements or the Plan; (c) the rough grading and final grading of the Property or any other lands for the Project; (d) any water or storm drainage runoff from the Property resulting from the activities of Developer; (e) the execution or issuance of any permit by any governmental entity in conjunction with the Project; or (f) any other obligation incurred by Township in connection with the Project, unless caused by their gross negligence or willful misconduct. Developer assumes all risks and shall bear all loss



resulting from any injury to property or persons occasioned by neglect or accident during the construction of the Project. Unless caused by the gross negligence or willful misconduct of the Township, in the event a third party, their agents, servants, employees, heirs, assigns, or grantees institute any legal action whatsoever against Township, its officials, employees, agents, and professionals, including the Township Engineer and the Township Solicitor, arising in any way out of the Project, Developer hereby agrees to pay any and all attorney's fees, engineering fees, court costs, and/or any other fees, costs, or expenses incurred by Township and its officials, employees, servants, agents, and professionals.

## **XII. INSURANCE**

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

- a. General Liability - Coverage for bodily injury in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; and property damage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, a combined coverage of One Million Dollars (\$1,000,000.00) for personal injury and property damage per occurrence and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the aggregate may be provided. The general liability insurance shall, at a minimum, include the following endorsements: (1) Comprehensive Form; (2) Premises Operations; (3) Explosion and Collapsed Hazard; (4) Underground Hazard; (5) Products/Completed Operations Hazard; (6) Contractual Insurance; (7) Broad Form Property Damage; and (8) Independent Contractors.
- b. Automobile Liability - Coverage for bodily injury in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; and property damage coverage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, combined coverage of One Million Dollars (\$1,000,000.00) per bodily injury and property damage per occurrence and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the aggregate may be provided. The Automobile Liability Policy shall, at minimum, include the following endorsements: (1) Comprehensive Form; (2) Owned; (3) Hired; and (4) Non-Owned.

- c. Excess Liability - Coverage shall include an umbrella form endorsement insuring against any excess liability with an additional Five Million Dollars (\$5,000,000.00) coverage per occurrence and in the aggregate for bodily injury and property damage combined.
- d. Workers' Compensation - Coverage as is required by the Commonwealth of Pennsylvania. Said coverage may be obtained either by Developer or through Developer's contractor.

Developer agrees that no construction shall commence until the Township Solicitor has reviewed and approved the policies of insurance. Developer shall, upon request and at least annually, furnish the Township with adequate proof that the required insurance is in full force and effect, in form satisfactory to the Township Solicitor. Developer further warrants that said insurance coverage shall not be altered, modified, or canceled until dedication of the Improvements has been officially accepted by Township or until Township has given express written consent of such.

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

### **XIII. SUBCONTRACTORS AND MATERIALS**

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

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



#### **XIV. REMOVAL OF DEBRIS**

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

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

#### **XV. SAFETY PRECAUTIONS**

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

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

## **XVI. EROSION AND SEDIMENTATION CONTROL**

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

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

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



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

The temporary storage and stockpiling of topsoil/subsoil upon the Property shall be in accordance with the Plan and shall be done in such a manner so as to cause minimal inconvenience to residents living on or adjacent to the Property with due regard given to health and safety considerations. Topsoil/subsoil unearthed for the construction of the Project shall be redistributed on-site. Provided there is sufficient topsoil on the Property, any lot, open space area, recreation area, buffer, or other area disturbed by grading activities shall be restored with a minimum of ten (10) inches, plus or minus one-half (½) inch, of topsoil. The storage or berming locations of topsoil shall be approved by Bucks County Conservation District and the Township Engineer prior to any topsoil being stored or stockpiled in those locations. Topsoil removal from the Property will be coordinated with and subject to the express written permission of the Township Engineer.

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

## **XVII. BLASTING**

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

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

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

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

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

In the event any individual or entity makes a written claim for damage allegedly arising out of the blasting activities, Developer shall make contact with such individual or entity within forty-eight (48) hours of receiving notice of the claim, and thereafter Developer shall promptly



notify its insurance carrier(s) providing blasting coverage for the claim with a copy of such written notification transmitted to the individual or entity by ordinary mail.

### **XVIII. OBLIGATIONS OF DEVELOPER DURING CONSTRUCTION**

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

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

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

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

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

At all times during the construction of the Project, Developer shall conduct its work in such a manner as to minimize the obstruction of traffic and any inconvenience to the general public and the use and enjoyment of their residences. During the course of the construction, Developer shall maintain such barricades, warning lights, and/or flares as are necessary to

protect traffic and the traveling public in general. No materials shall be stored upon any street under any circumstance, regardless of whether such street has yet to be dedicated to Township. All storm drainage and sewer inlets shall be kept unobstructed at all times. Fire hydrants on, adjacent to, or serving the Property shall be kept accessible to fire apparatus at all times, and no materials or obstructions shall be placed within fifteen (15) feet of any hydrant. All unfinished work in or upon a street shall be left in such a condition as to ensure that the Property is accessible at all points to police, fire, and other emergency apparatus.

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

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

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

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

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

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

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

No construction work or related activities shall take place after dusk or 7:00 p.m., whichever is earlier, or before dawn or 7:00 a.m., whichever is later, on weekdays. Any construction work or related activity that creates excessive noise and/or disturbs the surrounding neighborhood, such as the running or operation of equipment and machinery, blasting,



hammering, etc., shall be prohibited prior to 7:00 a.m. or after 6:00 p.m. on weekdays and prohibited entirely on Saturdays, Sundays, and Federal holidays. Developer may work on Saturdays subject to the limitations with respect to the time of construction activities as noted previously in this Paragraph, but construction activity on Saturday shall be subject to the prior approval of the Township Manager. Developer agrees to take whatever steps necessary to minimize any negative impacts, such as offensive odors, sights, sounds, vibrations, etc., the construction of the Project has upon the surrounding neighborhood and shall ensure all construction activities will comply with the applicable federal, state, county, and Township statutes, ordinances, rules, and regulations.

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

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

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

**XX. TIME FOR COMPLETION**

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

**XXI. REIMBURSEMENT FOR COSTS AND EXPENSES**

Developer agrees to pay all reasonable bills and invoices for engineering, inspection, legal, and other professional services that Township incurs for the time that the Engineer,

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

To ensure such reimbursement, Developer shall post with the Township cash in the amount of Thirty Thousand Eight Hundred Twenty Dollars and Seventy-Five Cents (\$30,820.75) in accordance with *Exhibit "B"* (hereinafter referred to as the "*Reimbursement Fund*"). Township shall pay any invoices rendered to the Township for engineering, inspection, legal, or other professional services from said fund.

## **XXII. INSPECTIONS AND CERTIFICATE OF OCCUPANCY**

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

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

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



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

**XXIII. TOWNSHIP TO COMPLETE**

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

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

**XXIV. RESERVED**

**XXV. CAPITAL CONTRIBUTIONS**

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

A. Developer shall contribute to the Township the sum of \$25,000.00 as a fee in lieu of road and other improvements in accordance with Township Resolution 2007-12.

B. Developer shall contribute Three Thousand One Hundred Dollars (\$3,100.00) to the Township for the Stormwater BMP fee, as required by *Exhibit "A"*.

C. Developer shall pay the Stormwater BMP Maintenance Guarantee fee applied to all proposed BMP's installed within the Township for the timely installation, proper construction, and continued maintenance of such facilities by the owner of the subject property. The fee is 5% of the construction costs of all the BMP's proposed as a part of the Project, with a minimum fee of \$100.00, but not to exceed \$10,000.00. The fee for the project is One Thousand Six Hundred Forty-Four Dollars and Fifty Cents (\$1,644.50). This fee will be determined by the Township Engineer once Developer's Opinion of Probable Cost is reviewed and approved by the Township Engineer. (Township Code §22-712.13, §§26-151 – 164; Township Fee Resolution No. 2021-3), as required by *Exhibit "A"*.

## **XXVI. REMEDIES AND WAIVER**

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

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

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

In addition to the above-listed remedies, the Township may, upon discovery of a breach or violation of the Plan, *Exhibit "A"*, and/or this Agreement, cease to issue any further permits



for the Project or any portion thereof until the violation has been cured. The Township is not required to provide prior notice to Developer before exercising its rights under this provision.

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

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

**XXVII. THIRD PARTY BENEFICIARIES**

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

**XXVIII. GENDER**

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

**XXIX. ASSIGNMENT**

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

**XXX. SUCCESSORS AND ASSIGNS**

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

**XXXI. AMBIGUITY IN THIS AGREEMENT**

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

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

**XXXII. EXTENT OF AGREEMENT**

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

**XXXIII. GOVERNING LAW**

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

**XXXIV. SEVERABILITY**

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**NEW BRITAIN TOWNSHIP  
DEVELOPMENT AGREEMENT  
180 New Britain Blvd Associates, LLC  
(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:**

**180 NEW BRITAIN BLVD ASSOCIATES, LLC,**  
a Pennsylvania Limited Liability Company

  
\_\_\_\_\_  
Witness

By: **180 New Britain Blvd Manager, LLC,**  
a Pennsylvania Limited Liability Company, its  
Manager

By:

  
\_\_\_\_\_  
Name: Aaron Repucci  
Title: Member

**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  
DEVELOPMENT AGREEMENT  
180 New Britain Blvd Associates, LLC  
(Acknowledgments)**

**BY DEVELOPER**

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

On this 30th day of September, 2022, before me a Notary Public, personally appeared **AARON REPUCCI, Member of 180 NEW BRITAIN BLVD MANAGER, LLC, a Pennsylvania Limited Liability Company, Manager of 180 NEW BRITAIN BLVD ASSOCIATES, LLC, a Pennsylvania Limited Liability Company**, and that he as such, 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.

Commonwealth of Pennsylvania - Notary Seal  
Holly B. Artillio, Notary Public  
Montgomery County  
My commission expires February 24, 2026  
Commission number 1232259  
Member, Pennsylvania Association of Notaries

Holly B. Artillio (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)



EXHIBIT "A"

RESOLUTION NO. 2022-11

NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP GRANTING PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL TO 180 NEW BRITAIN BLVD. ASSOCIATES, LLC, FOR THE LAND DEVELOPMENT PLANS FOR 180 NEW BRITAIN BLVD. ASSOCIATES, LLC, PREPARED BY RETTEW ASSOCIATES, INC., DATED JANUARY 11, 2022, AND LAST REVISED \_\_\_\_\_, CONSISTING OF 13 SHEETS, WHICH PROPOSE THE CONSTRUCTION OF ADDITIONAL PARKING FOR COMMERCIAL PURPOSES.

WHEREAS, 180 New Britain Blvd. Associates, LLC (the "*Applicant*") has submitted an application for preliminary/final plan land development approval for the construction of additional parking on Bucks County Tax Map Parcel #26-001-100, consisting of 8.51 acres (the "*Property*"); and

WHEREAS, the proposal is reflected on a plan entitled "Minor Land Development Plan for 180 New Britain Blvd.", prepared by Rettew Associates, Inc., dated January 11, 2022, and last revised \_\_\_\_\_, consisting of 13 sheets (the "*Plan*"); and

WHEREAS, the New Britain Township Planning Commission at its March 8, 2022, meeting, recommended approval of the Preliminary/Final Land Development Plan, subject to conditions.

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

1. Applicant shall comply with all recommendations of the Gilmore and Associates Review Letter dated February 23, 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 February 16, 2022, except to the extent it recommends that the Applicant study two (2) additional intersections. 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 January 19, 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. If applicable, 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. By this approval, the Board of Supervisors herein grant a waiver from the Subdivision and Land Development Ordinance requirements at §22-705.3.A so as to not be required to improve existing streets to Township standards which said waiver is conditioned upon installing the two (2) curb ramps, upgrading the one (1) existing curb ramp, and installing approximately 235 lineal feet of sidewalk and installing two (2) crosswalks along New Britain Boulevard, as set forth as noted in the Plan attached to Condition #21.
6. By this approval, the Board of Supervisors herein grant a waiver from the Subdivision and Land Development Ordinance requirements at §22-708.5.B so as to not be required to widen the existing service drive to a width of 20 feet which cannot be accomplished because of site constraints.
7. Applicant shall construct all public improvements shown on the Plan at its sole cost and expense, which may include but not be limited to, public water and sewer facilities, stormwater facilities, street trees, roadway widening, installation of curbs and sidewalks, and roadway milling and overlay.
8. Applicant shall execute the required Stormwater Maintenance Agreement in a form approved by the Township Solicitor. Applicant shall pay the required stormwater fee of \$3,100.00 (\$2.50 per linear foot of existing and proposed roads within the development), which shall be paid at the time of the execution of Development and Financial Security Agreements. (Township Code §22-712.13, §§26-151 - 164; Township Fee Resolution No. 2021-3)
9. 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)
10. 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)

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, except to the extent any Township rules, regulations, codes, or ordinances are modified in accordance with this approval. (Township Code §22-905)
18. Plans and project shall be ADA compliant.

19. Applicant shall contribute to the Township as of the execution of Development and Financial Security Agreements, the amount of \$25,000.00 as a fee in lieu of road and other improvements in accordance with the Township Resolution No. 2007-12.
20. Applicant, at its sole cost and expense, shall construct a sidewalk along portions of its frontage in accordance with the attached sketch.
21. The Plans shall provide a note that in the event the Applicant, during construction, damages any public streets and/or other public improvements, Applicant shall repair any damage done to the satisfaction of the Township Engineer.

**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 22-502.1.D.10.a – From the requirement to use the Chalfont-New Britain Township Joint Sewage Authority Vertical datum for surveying purposes, subject however to the approval of the Township Engineer.
- b. Section 22-705.3.G – From the requirement to mill and overlay the entire width of the roadway to a depth of 1 ½ inches.
- c. Section 22-706.1.B & 2.B – From the requirement to install curbing and sidewalk along the public right-of-way.

**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.

**[THIS SPACE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]**

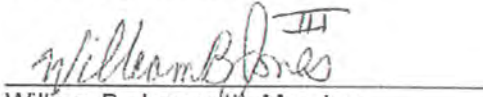
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
RESOLUTION NO. 2022-11

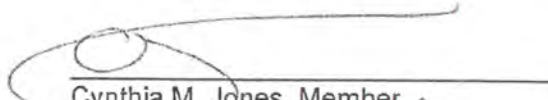
DULY ADOPTED this 20<sup>th</sup> day of June, 2022, by the Board of Supervisors of New Britain Township, in lawful session duly assembled.

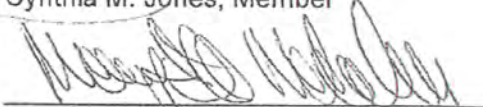
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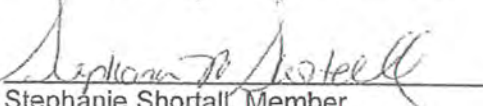
  
Matt West, Township Manager

  
Gregory T. Hood, Chairman

  
William B. Jones, III, Member

  
Cynthia M. Jones, Member

  
MaryBeth McCabe, Esquire, Member

  
Stephanie Shortall, Member

# EXHIBIT "A"





**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

February 23, 2022

File No. 21-07036

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

Reference: 180 New Britain Blvd Associates, LLC – Minor Land Development Plan Review 1  
180 New Britain Boulevard  
TMP # 26-001-100

Dear Matt:

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

I. Submission

- A. Minor Land Development Plan for 180 New Briatin Blvd, as prepared by Rettew Associates, Inc., consisting of thirteen (13) Sheets, dated January 11, 2022.
- B. Post Construction Stormwater Management Plan prepared for Catalyst Commercial Development, LLC, as prepared by Rettew Associates, Inc., dated January 2022.
- C. Traffic Impact Assessment for 180 New Britain Boulevard Site, as prepared by Rettew Associates, Inc., dated October 21, 2021.

II. General Information

The 8.51 acre site is located at 180 New Briatin Boulevard, within the the Industrial/ Office Zoning District and consists of an existing non-residential building with associated driveways and parking areas. The Applicant, 180 New Britain Blvd Associates, LLC, proposes to convert the existing non-residential building from its existing warehouse use (K3) to a flex space use (K18) which is permitted by right in the IO zoning district. To support the change in use, the Applicant proposes to expand the existing on-site parking lot around the southern corner of the building to provide an additional fifty-five (55) parking spaces and widen an existing building driveway access point. Stormwater management will be provided through a subsurface infiltration basin. The building will continue to be serviced by public water and sewer.

III. Review Comments

A. Zoning Hearing Board Decision

On January 21, 2021, the New Britain Township Zoning Hearing Board granted the Applicant's request for the following variance from the Zoning Ordinance:

1. §27-2901.K – To provide less than the required minimum number of off-street parking spaces in connection with a flex space use (K18) on the property subject to the Applicant providing a minimum of 137 off-street parking spaces on the premises and the building's occupant limiting the number of employees, staff, etc. to 65 while conducting flex space use until the expanded parking lot is constructed,

B. Zoning Ordinance

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

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



1. §27-305.K18 – Each flex space area shall have no less than 20%, or more than 50%, of the area devoted to an office use. Warehousing, light manufacturing or assembly shall occupy no more than 80% or less than 50% of the flex space area. 19.7% of office area is proposed (20,077 SF) where 80.2% (81,623 SF) of warehouse is proposed. The areas shall be adjusted to comply.
2. §27-1802.h – The maximum building coverage ratio and maximum impervious surface ratio are required to be based on the Ratio Base Site Area. The building and impervious ratios listed in the Zoning Data table appear to be based on the gross site area and shall be revised. A table listing the area of the existing and proposed impervious surfaces shall be provided to confirm the ratios listed in the table.
3. §27-2301 – Per the Township's August 25, 2021 Zoning Determination letter, the Applicant shall register the Existing and extensions of Non-Conformities with the Township.
4. §27-2402.c – A table for land with resource restrictions and resource protection land should be provided on the plan. Deed restrictions should be placed over any natural resources required to be protected to prevent future disturbance of these areas in accordance with §27-2401.c. Attached an aerial of the private property along the state highway. Ryan previously asked that we respond to his request, and didn't meet with the property owner because the Township didn't have any jurisdiction, so we will follow up. Ryan G. reviewed the file and found no references to any easements on the property that may benefit the Township.
5. §27-2500 – The traffic study was conducted generally in accordance with required standards. However, the following information is required:
  - a. The professional engineer responsible for overseeing the preparation of the traffic impact study must seal and sign the study.
  - b. A brief section shall be provided in the study discussing the anticipated trip generation for trucks and the anticipated truck route. We recommend all trucks be directed to travel to/from the site from the intersection of County Line Road and New Britain Boulevard. A truck generation table shall be added to the study along with a figure showing the site related truck distribution traffic during the AM and PM peak hours.
  - c. The TIA indicates the largest truck that will use the site will be a WB-67. A truck turning template plan shall be provided, showing the circulation a WB-67 onsite. The turning template plan shall also include trash truck circulation showing adequate access to the trash storage area.
6. §27-2904.h.1 – Any lot that would include more than 30 parking spaces shall be required to provide landscaped areas within the paved area. This required landscaped area shall be equal to a minimum of 5% of the total paved area. Calculations of the proposed parking area landscaping shall be provided to demonstrate compliance with this requirement for the expanded parking area of 53 spaces.
7. §27-2904.h.2 – One deciduous tree shall be required for every 4,000 square feet of new paved area. This number of trees shall be in addition to any trees required by any other section or by the Subdivision and Land Development Ordinance. Calculations and required plantings shall be provided to demonstrate compliance with this requirement.
8. §27-2905.b.1 – It appears the off-street loading spaces are provided at the rear of the building, as required. They shall be noted on the plan to demonstrate compliance with this requirement.

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. §22-502.1.B The deed and easements agreements for the subject property shall be submitted to the Township and our office for review.
2. The following information required per §22-502.1.B and D(10) shall be provided:
  - a. B.(8) – The zoning classifications of the surrounding properties noted on the Record Plan.
  - b. B.(11) – Bearings and distances provided for the existing sanitary sewer easement.
  - c. B.(21) – The BCPC number and certification added to the plan.
  - d. D.(10) – The benchmark elevation is based on NAVD88 and shall be revised to be based on the Chalfont-New Britain Township Joint Sewage Authority vertical datum.



3. §22-502.1.J.(1) – The following comments related to the construction details shall be addressed:
  - a. Details shall be provided for Type 'C' inlets, Type 'M' inlets, and a bicycle safe grate.
  - b. The location of the Type 1 curb ramp shall be denoted on the plans.
  - c. The elevation of the perforated pipe within the infiltration bed shall be noted on Sheet 13.
  - d. Specifications for the Engineered Soil in the Infiltration Bed shall be provided.
  - e. Details shall be provided for the sign poles including mounting height.
  - f. A penalty/fine plaque sign shall be provided for the accessible parking sign assembly.
  - g. Faded signs throughout the site shall be replaced.
4. §22-704.4 – Sheet 2 of 13 notes an Encroachment Agreement (R.B. 931, Pg. 1686) within an area of the Texas Eastern Gas Line Right-of-Way. The Applicant shall verify the proposed improvements are not violating any agreements.
5. §22-705.3., 705.4. & 706 – Where a land development abuts or contains an existing street, the applicant is required to improve the street to the Township standards. We offer the following comments related to the required road improvements which shall be discussed with the Township Planning Commission and Board of Supervisors:
  - a. §22-705.3.A. – While New Britain Boulevard appears to be adequate, Trewigtown Road and Schoolhouse Road are less than the required 24' half-width for major collector roads. We note that the existing road widths may not be sufficient at the intersection. The radius at the the southernmost corner of the Trewigtown-Schoolhouse Road intersection is required to be 25 feet wide at a minimum. It appears that increasing the radius could better accommodate bus traffic but would require storm sewer improvements.
  - b. §22-705.3.C. – The portions of the property within the Trewigtown Road and Schoolhouse Road Ultimate rights-of-way shall be offered for dedication to the Township.
  - c. §22-705.3.G. – Where a land development abuts or contains an existing street, the applicant shall be required to mill and overlay the entire width of the roadway a depth of 1 1/2 inches.
  - d. §22-706.1.B. & 2.B – Curbs and sidewalk shall be installed along the property frontage of every existing street abutting a proposed land development. Curbs and sidewalk do not currently exist along the Trewigtown Road and Schoolhouse Road frontages and a portion of New Britain Boulevard. Existing curb ramps shall be upgraded and crosswalks installed as well along the frontage to complete pedestrian connectivity on the property to the sidewalk across New Britain Boulevard.
  - e. We note that Resolution 2007-12 established a policy for the Board of Supervisors to grant or deny ordinance waivers under the Township's Subdivision and Land Development Ordinance subject to a financial contribution. If waivers are required from installing road improvements, the estimated cost for installing the full width road widening, curb and sidewalk, shall be submitted to determine the fee in-lieu-of contribution. The Board may consider at their sole discretion whether to require the improvements, accept a fee in-lieu of the improvements in the amount of 50% of the construction costs, or grant waivers from these sections.
6. §22-706.3.B – All curbs and sidewalks shall provide access for persons with disabilities in accordance with ADA. The finished floor elevation for the building access point adjacent to the proposed accessible parking spaces shall be noted on the plan to demonstrate the sidewalk leading to this building entrance is in accordance with ADA guidelines.
7. §22-708.2.F. – Where parking stalls are proposed adjacent to a sidewalk, the minimum width of the sidewalk shall be increased to a minimum width of 6 feet. The proposed sidewalk along the parking lot shall be increased.
8. §22-708.5.B. – The minimum width for service drives shall be 20 feet and parking shall be prohibited along the service drive. Though the width appears to comply, the width shall be dimensioned on the plan and signs proposed.
9. §22-708.6.B. – The grade of parking areas shall be a minimum of 1%. Based on the proposed grading, the parking lot has a slope of less than 1% from the 341.96 spot elevation at the corner of the parking lot towards Inlet I-4, and from the 343 contour towards Inlet I-7.



10. §22-708.6.E – Based on 137 parking spaces, 5 accessible parking spaces are required. The plan proposes 4 accessible parking spaces to be added in the front lot and shows an existing accessible parking space in the western parking lot. Based on aerial photography, it does not appear that the accessible parking in the western lot exists. The number of accessible parking spaces shall be verified.
11. §22-708.6.H – Parking aisle, access drive and service drive intersections shall be provided with stop signs and painted stop bars. A stop bar shall be provided at the southern parking lot access drive at its intersection with the service drive.
12. §22-710 - The plans shall be revised in accordance with the Fire Marshal's review letter dated January 19, 2022. Any changes to the plan shall be resubmitted to the Fire Marshal for review and approval.
13. §22-711 – The following comments related to the grading design/plan shall be addressed:
  - a. The existing drainage at the parking lot access from New Britain Boulevard appears to drain towards existing Inlet 4. The proposed grading appears to create a low spot at the entrance between the existing and proposed parking areas. Spot elevations shall be provided in this area and along the existing curb radius to clarify the drainage at this location.
  - b. Spot elevations shall be provided at the southern access drive to clarify the low point between the two proposed 343 contours.
  - c. Based on the storm sewer profile, the rim elevation of CO-1 is lower than the grate elevation of Inlet I-8 which will create a low spot at the cleanout. The elevation of these structures shall be revised to provide positive drainage to the inlet.
  - d. Based on the FFE of 343.96 and the proposed 343 contour at the driveway, the driveway has a slope of 5.6% to the contour and then a slope of less than 1% towards the inlet. The grading of the driveway shall be revised to provide a more gradual slope away from the building.
  - e. Top and bottom of curb elevations shall be provided for the curb along the driveway expansion, particularly adjacent to Inlet I-6.
  - f. Additional labels shall be provided for the existing contours on the southern side of the site to clarify the grading.
14. §22-711.2 – The following comments related to erosion controls shall be addressed:
  - a. Inlet protection shall be provided for the existing inlet at the eastern end of the site, behind the loading area.
  - b. A topsoil stockpile location shall be specified on the plan.
15. §§22-712.6 & 8 – The following comments related to the storm structures shall be addressed:
  - a. Note 14 of the sequence of construction specifies the installation of roof drains. Any roof drain connections shall be shown on the plan and the roof drainage area shall be included in the modeling of the stormwater management design.
  - b. The grate elevations listed in the profiles shall be revised as necessary for consistency with the bottom of curb elevations provided on the plans.
  - c. CO-2 is shown over the proposed curb and shall be relocated to eliminate the conflict.
  - d. Perforated pipe shall be clarified for the 15" SLCPP between Inlet I-7 and Outlet Structure OS-1 on the profiles.
  - e. The profiles list invert elevations of 335.70 for the pipes in the infiltration bed. This is the bottom of bed elevation. The clearance between the pipe invert and the bottom of the bed shall be clarified on the details and the profiles revised to specify the correct pipe invert elevations.
  - f. The invert out for OS-1 is listed as the sump elevation for this structure. The invert of the outlet pipe shall be listed on the detail and the profile. The pipe slope between OS-1 and SMH-2 should be revised as necessary.
  - g. The Subsurface Infiltration Bed and Outlet Structure Detail specifies a 2x4 inlet box for Outlet Structure OS-1. This does not appear to be consistent with the detail and would limit accessibility to the structure due to the weir wall. The size of the outlet structure should be clarified.



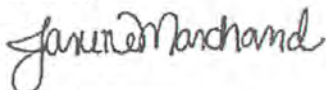
16. §22-712.13.C – When an applicant retains ownership of any stormwater management facility, such entity shall be responsible for repair and maintenance of the facility. The Owner will be responsible for all stormwater management facilities onsite per a Stormwater Operations and Maintenance Agreement. The existing stormwater facilities shall be reviewed to determine if the facilities are functioning properly, in need of maintenance or repair, and being regularly maintained in accordance with the PA BMP Manual.
17. §22-713 – The following comments related to the Landscape Plan should be addressed:
  - a. A compliance chart stating all landscape and lighting requirements associated with the site shall be provided to demonstrate compliance with the same.
  - b. Appendix D, Required Plant Materials List specifies that shade trees shall be a minimum caliper size of 3 inches. The Shade Tree Plant Schedule on Sheet 5 lists a minimum size of 2 inch caliper.
  - c. The Shade Tree Plant schedule shall specify male trees only for the *Ginkgo biloba* trees.
  - d. A majority of the proposed parking area trees are in close proximity to underground utilities. A minimum distance of 10 feet shall be maintained between all utilities and plantings.
  - e. Details for the planting of all proposed landscape material shall be provided.
18. §22-713.5.B(1) – One deciduous or evergreen shrub shall be planted every five feet along the perimeter of off-street parking areas. The required shrubs shall be provided.
19. §27-713.6.D – The landscape plan shall contain plan notation stating that the applicant is required to maintain and guarantee all plant material until the end of the eighteen-month maintenance period.
20. §22-714.2 – The following comments on the Lighting Plan shall be addressed:
  - a. The proposed light fixture symbols shown on the Schedule on Sheet 5 Landscape and Lighting Plan shall correspond to the symbols on the plan. Further, the Schedule appears to propose two free standing light fixtures versus wall mount fixtures and free standing fixtures. Please clarify.
  - b. A note on the Proposed Light with Foot Candle Area detail states "Square, Mirrostar (See Detail Sheet)" but does not appear to coordinate with anything in the plan set. Please clarify.
  - c. A note requiring manufacturer cut sheets for all proposed lighting shall be added to the plan.
21. §22-714.4.B – Light standards shall be a maximum of 20 feet in height, and have a concrete base raised 30 inches above finished grade. Details for the light foundation, pole and fixtures shall be provided on the plan. In addition, the light poles are shown directly adjacent to the parking areas and could be hit by a vehicle that extends over the curb. We recommend that adequate clearance be provided behind the curb for the light pole foundation.
22. §22-714.4.F(1) – The maximum light intensity measured at any point along the property line is 0.2 footcandles. Light intensities shall be extended to the property lines to demonstrate compliance.
23. §22-714.7 – Illumination levels shall have intensities and uniformity ratios in accordance with current recommended IESNA standards. Nonresidential parking, loading facilities and drives associated with industrial uses shall demonstrate maintained footcandles of 0.4 minimum and a 4:1 Avg.:Min ratio. An illumination grid and all pertinent calculations shall be provided to determine light intensities.
24. §22-718 – Correspondence shall be submitted from North Penn Water Authority indicating that they have adequate water supply to service the proposed change in use. In addition, approval and service agreements shall be provided for any additional required connections.
25. §22-720 – A Sewage Planning Module Application Mailer shall be submitted for the proposed change in use or correspondence from PADEP indicating that a Planning Module is not required.
26. §22-905.1.A - The Applicant is responsible for any other required reviews, approvals, permits, etc. (i.e., BCPC, BCCD, CNBTJSA, North Penn Water Authority, etc.) as applicable.

D. Stormwater Management Ordinance

1. §26-121.11 – The PCSM Long Term Operations and Maintenance Requirements shall include monitoring of the system dewatering time to ensure it meets the 72 hour requirement and provide direction to the owner regarding maintenance and/or replacement of the system if the dewatering time extends beyond the 72 hour requirement.
2. §26-121.14 – The BMP manual recommends limiting vehicular traffic over subsurface infiltration facilities to prevent compaction of the underlying soils and to prolong the life of the system. A portion of the proposed infiltration system is located beneath the expanded driveway which is expected to be used by trucks throughout the day. We recommend the infiltration bed be relocated to a location outside of the truck circulation path, if possible.
3. §26-132.2.B.(2)(c) – The Pond Report for Underground Infiltration Basin 1 models an 18-inch outlet pipe which is inconsistent with the 15-inch pipe shown in the details on Sheet 13. The size and elevation of the outlet pipe shall be verified.
4. §26-132.2.C.(9) & 10 – The signature blocks listed in these two sections shall be added to the Overall Post Construction Stormwater Management Plan.
5. §26-162.3.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, shall be added to the plan.
6. §26-164.1 – The Applicant shall sign an Operation and Maintenance (O&M) agreement with the municipality covering all stormwater and 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.
7. §26-165.2 – The owner must provide the municipal easements to perform inspections and maintenance for stormwater runoff conveyance, detention, etc. We recommend a blanket easement be provided via a note on the plan and within the O&M Agreement.
8. 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.

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

Sincerely,



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

JM/tw

cc: Michael Walsh, Assistant Manager  
Ryan Gehman, Assistant Planning and Zoning Officer  
Randy Teschner, Fire Marshall  
Peter Nelson, Esq., Grim, Biehn & Thatcher  
Kim Fasnacht, P.E., Rettew Associates, Inc.  
Craig Melograno, 180 New Britain Blvd Associates, LLC  
John Schmidt, CNBTJSA  
Daniel Preston, North Penn Water Authority  
Craig D. Kennard, P.E., C.O.O, Gilmore & Associates, Inc.

# EXHIBIT "B"





# BCPC

## Bucks County Planning Commission

The Almshouse Neshaminy Manor Center 1260 Almshouse Road  
Doylestown, Pennsylvania 18901 215.345.3400 FAX 215.345.3886  
E-mail: [planningcommission@buckscounty.org](mailto: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: February 16, 2022

Subject: BCPC #12694  
Preliminary Plan of Land Development for 180 New Britain Boulevard  
TMP #26-1-100  
Applicant: 180 New Britain Blvd Associates, LLC  
Owner: Same  
Plan Dated: January 11, 2022  
Date Received: January 18, 2022

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

### GENERAL INFORMATION

Proposal: To change the use designation for the existing building from warehouse/office to flex space and expand and enhance access and parking areas for an existing 101,793-square-foot industrial building. Stormwater BMPs are also proposed as a part of these improvements. The site is currently served by public water and sewer, which is proposed to remain.

Location: At the southeast intersection of Trewigtown Road and Schoolhouse Road and bound on the southwest by New Britain Boulevard.

Zoning: The IO Industrial Office District permits Use K18 Flex Space on lots of at least 3 acres. The maximum permitted building coverage ratio is 50 percent, while the maximum permitted impervious surface ratio is 65 percent. In addition, the minimum setbacks are 50 feet for front and rear yards and 25 feet for side yards.

The plan indicates an existing nonconformity with respect to the parking area's distance from the existing structure.

The plan also references a December 16, 2021, zoning hearing board decision, which granted a variance from the following zoning ordinance provision:

Section 27-2901.K.K18.

requiring 370 parking spaces, based on 101,700 square feet of floor space





Present Use: Warehouse

#### COMMENTS

1. **Flex space use**—Section 27-305.K18. of the zoning ordinance provides that flex space areas shall have no less than 20 percent, or more than 50 percent, of the area devoted to an office use. It further provides that warehousing, light manufacturing, or assembly shall occupy no more than 80 percent or less than 50 percent of the flex space area. Based on the square footage numbers provided, it appears the office portion of the structure falls slightly below the 20 percent threshold, while the manufacturing portion of the structure falls slightly above the 80 percent threshold.
2. **Sidewalks**—Section 385-23.A. of the subdivision and land development ordinance (SALDO) requires that sidewalks be provided along all new and existing streets. Currently, no sidewalks exist on the property along either New Britain Boulevard or Trewigtown Road. Construction of sidewalks along these roads would tie into and benefit the existing surrounding sidewalk network.
3. **Transportation impact statement**—According to the transportation impact statement (TIS), the conversion of the existing building will not have any negative effects to the intersections studied. However, the two intersections north of the site were not studied as a part of the TIS. Specifically, the effects to Schoolhouse Road/Trewigtown Road or Trewigtown Road/New Galena Road were not analyzed. This omission is notable as these intersections are much closer than the New Britain Boulevard/County Line Road intersection, which was included. Overall, it appears that the TIS only studied intersections that occurred along New Britain Boulevard; we recommend a broader approach be taken as it relates to impacts on surrounding intersections.
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 land development.

This review will be included in the Bucks County Planning Commission board materials for the March 2, 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.

JS:emh

cc: 180 New Britain Blvd Associates, LLC (via email)  
Kim Fasnacht, Rettew Associates, Inc. (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

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January 19, 2022

RE: Fire Marshal review of preliminary subdivision plans for 180 NEW BRITAIN BLVD ASSOCIATES, LLC

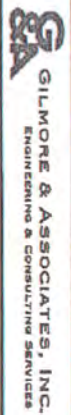
Review By: Randal J. Teschner Fire Marshal

The following is a list of items to be addressed:

1. EXCISTING FIRE HYDRANT LOCATED AT OF BUILDING MUST BE MANTAINED. NEW PROPOSED HYDRANT IS NOT APROVED AS IT DOESN'T PROVIDE AXCESS TO REAR OF BUILDING.

EXHIBIT "B"

**FINANCIAL SECURITY EXHIBIT**



**PROJECT NAME:** 180 New Britain Boulevard  
**PROJECT NO.:** 21-07036  
**PROJECT OWNER:** 180 New Britain Blvd Associates, LLC  
**MUNICIPALITY:** New Britain Township  
**ESCROW AGENT:** TBD  
**TYPE OF SECURITY:** TBD  
**AGREEMENT DATE:** TBD

**TOTAL CONSTRUCTION:** \$ 308,207.50  
**CONSTRUCTION CONTINGENCY:** \$ 30,820.75  
**ENGIN/P/LEGAL:** \$ 30,820.75  
**TOTAL ESCROW:** \$ 369,849.00

**AMOUNT OF WORK IN PLACE THIS PERIOD:** \$ -  
**REQUIRED RETAINAGE THIS RELEASE (10%):** \$ -  
**AMOUNT OF THIS RELEASE:** \$ -  
**TOTAL CONSTRUCTION RELEASED TO DATE:** \$ -  
**TOTAL RETAINAGE TO DATE:** \$ 30,820.75  
**TOTAL CONSTRUCTION CONTINGENCY REMAINING:** \$ 30,820.75  
**TOTAL LEGAL/ENGIN/INSPECTION REMAINING:** \$ 30,820.75  
**TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:** \$ 308,207.50

**SUMMARY OF ESCROW ACCOUNT**

CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 1
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
<b>I. EROSION CONTROL</b>											
1. Rock Construction Eriheroa	EA	1	\$ 1,500.00	\$ 1,500.00							
2. 12" Filter Sock	LF	405	\$ 6.00	\$ 2,430.00					405	\$ 2,430.00	
3. 18" Filter Sock	LF	109	\$ 8.00	\$ 800.00					100	\$ 800.00	
4. Inlet Protection	EA	11	\$ 180.00	\$ 1,980.00					11	\$ 1,980.00	
5. Earthwork/Fire Grading	LS	1	\$ 15,000.00	\$ 15,000.00					1	\$ 15,000.00	
6. Respread Topsoil	CY	285	\$ 2.50	\$ 712.50					285	\$ 712.50	
7. Temporary Seeding	LS	1	\$ 1,000.00	\$ 1,000.00					1	\$ 1,000.00	
8. Permanent Seeding	LS	1	\$ 2,000.00	\$ 2,000.00					1	\$ 2,000.00	
9. E&S Maintenance/Removal	LS	1	\$ 2,000.00	\$ 2,000.00					1	\$ 2,000.00	
<b>II. STORMWATER MANAGEMENT</b>											
<b>Subsurface Retention Basins</b>											
1. Outlet Structure	EA	1	\$ 4,500.00	\$ 4,500.00					1	\$ 4,500.00	
2. Concrete Encasement	LF	20	\$ 55.00	\$ 1,100.00					20	\$ 1,100.00	
3. Class 1 Gravel	SY	1,188	\$ 4.00	\$ 4,752.00					1,188	\$ 4,752.00	
4. AASHTO No. 57 Aggregate	CY	737	\$ 8.00	\$ 5,896.00					737	\$ 5,896.00	
5. 15" Part HDPE	LF	127	\$ 30.00	\$ 3,810.00					127	\$ 3,810.00	
6. Engineered Soil	CY	383	\$ 20.00	\$ 7,660.00					383	\$ 7,660.00	
7. Micro 600 X Geotextile Liner	SY	1,168	\$ 4.00	\$ 4,672.00					1,168	\$ 4,672.00	
8. Cleanout	EA	2	\$ 250.00	\$ 500.00					2	\$ 500.00	
<b>On-Site Drainage</b>											
6. 15" S/CPP	LF	388	\$ 40.00	\$ 15,520.00					388	\$ 15,520.00	
7. 18" S/CPP	LF	10	\$ 60.00	\$ 600.00					10	\$ 600.00	
8. Rim Extension for Existing SMH	EA	1	\$ 500.00	\$ 500.00					1	\$ 500.00	
9. Type C Inlet	EA	7	\$ 2,000.00	\$ 14,000.00					7	\$ 14,000.00	
10. Type M Inlet	EA	1	\$ 2,000.00	\$ 2,000.00					1	\$ 2,000.00	
11. Cleanout Existing Storm Inlet	LS	1	\$ 500.00	\$ 500.00					1	\$ 500.00	
12. Connect to Existing Manhole	EA	1	\$ 1,000.00	\$ 1,000.00					1	\$ 1,000.00	
<b>III. CONCRETE</b>											
1. Concrete Sidewalk	SF	4,145	\$ 8.00	\$ 33,160.00					4,145	\$ 33,160.00	
2. 6" Concrete Vertical Curb (18" Deep)	LF	1,360	\$ 25.00	\$ 34,000.00					1,360	\$ 34,000.00	
<b>IV. PAVING</b>											
1. Township Road Restoration	SY	7	\$ 80.00	\$ 560.00					7	\$ 560.00	
<b>Light Duty Paving</b>											
2. 1.5" 6.5mm Supersave Wearing Course	SY	2,485	\$ 16.00	\$ 39,760.00					2,485	\$ 39,760.00	
3. 2.5" 19mm Supersave Base Course	SY	2,485	\$ 14.00	\$ 34,790.00					2,485	\$ 34,790.00	
4. 8" 3A Modified Course Aggregate	SY	2,485	\$ 9.00	\$ 22,365.00					2,485	\$ 22,365.00	
<b>Heavy Duty Paving</b>											
5. 1.5" 9.5mm Supersave Wearing Course	SY	340	\$ 10.00	\$ 3,400.00					340	\$ 3,400.00	
6. 1.5mm Supersave Binder Course	SY	340	\$ 16.00	\$ 5,440.00					340	\$ 5,440.00	
7. 5" 3A Modified Course Aggregate	SY	340	\$ 8.00	\$ 2,720.00					340	\$ 2,720.00	



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: 26-001-100

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**STORMWATER FACILITIES  
OPERATION AND MAINTENANCE AGREEMENT**

***THIS AGREEMENT***, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2022, by ***180 NEW BRITAIN BLVD ASSOCIATES, LLC***, a Pennsylvania Limited Liability Company, having offices at 100 Front Street, Suite 560, West Conshohocken, PA 19428 (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 (1) parcel, totaling approximately 8.51 acres, also known as Bucks County Tax Parcel No. 26-001-100 (hereinafter referred to as the "***Property***"); and

***WHEREAS***, Landowner submitted a preliminary/final land development plan for the Property pursuant to plans entitled the Minor Land Development Plan for 180 New Britain Blvd, prepared by Rettew Associates, Inc., consisting of thirteen (13) sheets, dated January 11, 2022, last revised August 22, 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 develop the Property in accordance with the Plan; and

***WHEREAS***, the Township, through 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 preliminary/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 One Thousand Six Hundred Forty-Four Dollars and Fifty Cents (\$1,644.50) to provide financial guarantees for the timely and proper installation, construction, inspection, operation, performance, maintenance, repair, and replacement of the Facilities (hereinafter referred to as the "*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. Unless caused by the gross negligence or willful misconduct of the Township, 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, 180 New Britain Blvd Associates, LLC, 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  
180 New Britain Blvd Associates, LLC  
(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:**

***180 NEW BRITAIN BLVD ASSOCIATES, LLC***, a Pennsylvania Limited Liability Company

  
\_\_\_\_\_  
Witness

By: ***180 New Britain Blvd Manager, LLC***,  
a Pennsylvania Limited Liability Company, its  
Manager

By:   
\_\_\_\_\_  
Name: Aaron Repucci  
Title: Member

**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  
180 New Britain Blvd Associates, LLC  
(Acknowledgments)**

**BY LANDOWNER**

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

On this 30<sup>th</sup> day of September, 2022, before me a Notary Public, personally appeared **AARON REPUCCI, Member of 180 NEW BRITAIN BLVD MANAGER, LLC, a Pennsylvania Limited Liability Company, Manager of 180 NEW BRITAIN BLVD ASSOCIATES, LLC, a Pennsylvania Limited Liability Company**, and that he as such, 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.

Commonwealth of Pennsylvania - Notary Seal Holly B. Artillio, Notary Public Montgomery County My commission expires February 24, 2026 Commission number 1232259 Member, Pennsylvania Association of Notaries
---

Holly B. Artillio (SEAL)  
Notary Public

**BY TOWNSHIP**

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

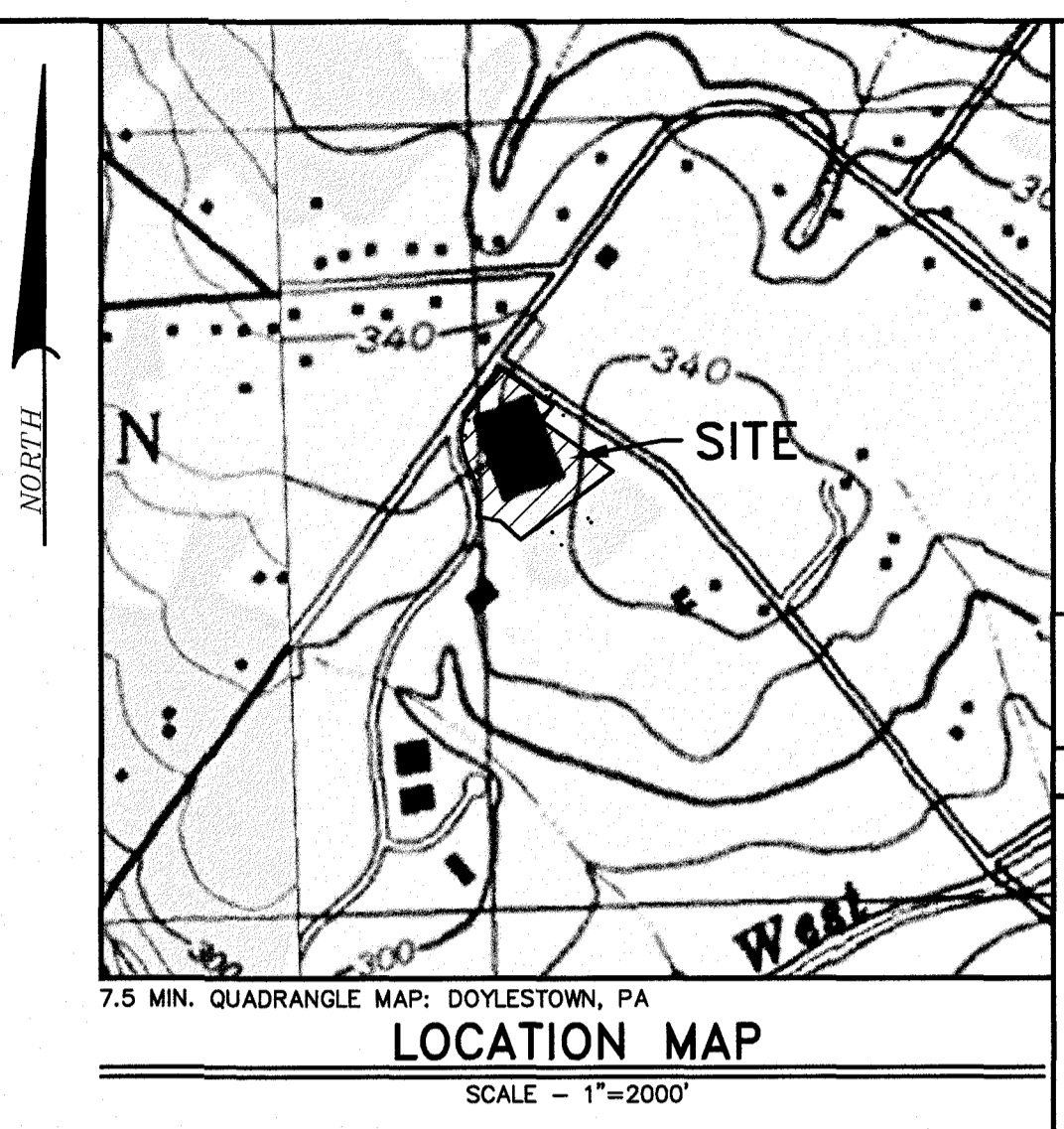
On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me a Notary Public, personally appeared **GREGORY T. HOOD, CHAIRMAN OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP**, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public (SEAL)



# MINOR LAND DEVELOPMENT PLAN FOR 180 NEW BRITAIN BLVD NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PA



NO.	DATE	REVISION
1	3/7/22	PER TWP ENGINEER AND FIRE MARSHAL REVIEW
2	5/9/22	PER TWP ENGINEER REVIEW
3	7/5/22	PER BOS APPROVAL RESOLUTION
4	8/18/22	PER TOWNSHIP REVIEW COMMENTS
5	8/22/22	PER TOWNSHIP REVIEW COMMENTS

## GENERAL NOTES

- BENCHMARK: TOP OF CONCRETE MONUMENT ON THE SOUTHERN PROPERTY LINE, WEST OF THE BASIN.
  - a. DATUM: NAVD 88
  - b. ELEV.: 343.00'
- BASIS OF BEARINGS IS PENNSYLVANIA STATE PLANE COORDINATE SYSTEM, PA SOUTH ZONE, NAD 83-2011.
- UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND WERE DETERMINED FROM VISIBLE LOCATION, PA ONE CALL UTILITY RESPONSES AND/OR BEST AVAILABLE PLAN INFORMATION. PA ONE CALL NOTIFICATION SERIAL NUMBER IS 20212372948, DATED AUGUST 25, 2021. (RETIEW CANNOT GUARANTEE THE EXACT LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES. AN EXACT LOCATION CAN ONLY BE OBTAINED BY SUBSURFACE EXPLORATION, WHICH IS NOT A PART OF THIS CONTRACT PERFORMANCE).
- NOTHING SHALL BE PLACED, PLANTED, SET OR PUT WITHIN AN AREA OF AN EASEMENT THAT WOULD ADVERSELY AFFECT THE FUNCTION OF THE EASEMENT.
- NOTHING EXCEPT EROSION CONTROL AND/OR STORM WATER MANAGEMENT FACILITIES SHALL BE PLACED, PLANTED, OR PUT WITHIN THE AREA OF A STORM WATER MANAGEMENT EASEMENT.
- THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE UTILITIES AT LEAST 72 HOURS PRIOR TO THE START OF ANY CONSTRUCTION. ALL UTILITIES HAVE BEEN IDENTIFIED BASED ON THE BEST AVAILABLE INFORMATION AND LISTED ON THESE PLANS IN ACCORDANCE WITH ACT 187 REQUIREMENTS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF EXISTING UTILITIES AND ALL EFFORTS SHALL BE UNDERTAKEN TO PROTECT EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE. ANY DAMAGE TO UTILITIES BY THE CONTRACTOR SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE. RESTORATION OF ALL EXISTING SURFACE IMPROVEMENTS DAMAGED OR ALTERED DURING CONSTRUCTION, INCLUDING LANDSCAPING, SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR. (RETIEW CANNOT GUARANTEE THE EXACT LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES. AN EXACT LOCATION CAN ONLY BE OBTAINED BY SUBSURFACE EXPLORATION, WHICH IS NOT A PART OF THIS CONTRACT PERFORMANCE).
- THE CONTRACTOR SHALL MAKE PROVISIONS FOR MAINTAINING THE SAFE FLOW OF TRAFFIC DURING CONSTRUCTION WITHIN THE SITE AND THE EXISTING ROAD RIGHT-OF-WAY WHILE ENTERING AND LEAVING THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY PERMITS RELATIVE TO THE CONSTRUCTION PROPOSED ON THIS PLAN.
- ALL STORM SEWERS AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS AND TO THE STANDARDS OF THE MUNICIPAL ORDINANCES.
- THERE SHALL BE NO CHANGES OR DEVIATION FROM THESE PLANS UNLESS APPROVED BY THE TOWNSHIP ENGINEER. SUCH PLAN CHANGES, SHOULD THEY BECOME NECESSARY, ARE SUBJECT TO MUNICIPAL ORDINANCES.
- THE CONTRACTOR SHALL INSPECT EXISTING SITE/PROJECT AREA CONDITIONS AND VERIFY ALL DIMENSIONS, QUANTITIES AND MATERIALS PRIOR TO THE START OF CONSTRUCTION.
- STORMWATER FACILITIES, INCLUDING BASINS, SWALES, STORM PIPING, AND APPURTENANCES SHALL BE MAINTAINED IN GOOD WORKING CONDITION BY THE DEVELOPER OR THE SUCCESSIVE LAND OWNER. NEW BRITAIN TOWNSHIP SHALL HAVE THE RIGHT TO INSPECT THE FACILITIES AT ANY TIME; REQUIRE THE OWNER TO TAKE CORRECTIVE MEASURES AND ASSIGN THE OWNER REASONABLE TIME PERIODS FOR ANY NECESSARY ACTION; AUTHORIZE MAINTENANCE TO BE DONE; AND LIEN ALL COST OF THE WORK AGAINST THE PROPERTIES OF THE OWNER RESPONSIBLE FOR MAINTENANCE.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING ALL PAVEMENT MARKINGS, STREET SIGNS, TRAFFIC DIRECTIONAL AND CONTROL SIGNS SHOWN ON THIS PLAN IN ACCORDANCE WITH APPLICABLE STATE OR MUNICIPAL REGULATIONS AND SPECIFICATIONS. ALL SIGNAGE SHALL BE CONSISTENT WITH EXISTING SIGNAGE WITHIN NEW BRITAIN TOWNSHIP.
- NEW BRITAIN TOWNSHIP SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION OR MAINTENANCE OF ANY AREA NOT DEDICATED FOR THE PUBLIC USE.
- ANY FURTHER EXPANSION OF THE SITE WOULD REQUIRE THE FILING OF A REVISED LAND DEVELOPMENT PLAN.
- CONSTRUCTION OVERSIGHT OF THE INSTALLATION OF THE STORMWATER MANAGEMENT FACILITY IS REQUIRED BY A QUALIFIED PROFESSIONAL GEOLOGIST REGISTERED IN THE COMMONWEALTH PENNSYLVANIA.
- AFTER CONSTRUCTION, THE OWNER SHALL MONITOR THE SITE FOR POTENTIAL SINKHOLE ACTIVITY. IN THE EVENT THAT A SINKHOLE OCCURS, THE OWNER SHALL IMMEDIATELY CONTACT THE TOWNSHIP AND ARRANGE FOR A QUALIFIED PROFESSIONAL GEOLOGIST REGISTERED IN THE COMMONWEALTH PENNSYLVANIA TO MAKE THE APPROPRIATE REMEDIATION.
- A "SITE EVALUATION FOR STORMWATER INFILTRATION" REPORT DATED 01/07/2022, WAS PREPARED BY RETIEW ASSOCIATES.
- THE STORMWATER MANAGEMENT AGREEMENT RECORDED AS PART OF THIS PLAN, FURTHER INDICATES THE REQUIRED RESPONSIBILITIES OF OWNERSHIP AND MAINTENANCE OF THE STORMWATER MANAGEMENT FACILITIES.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR COMPLETING A RECORD SURVEY OF ALL STORMWATER MANAGEMENT FACILITIES INCLUDED IN THE APPROVED STORMWATER MANAGEMENT PLAN. THE RECORD SURVEY AND EXPLANATION OF ANY DISCREPANCIES WITH THE DESIGN PLANS SHALL BE SUBMITTED TO THE TOWNSHIP OR ITS DESIGNEE FOR FINAL APPROVAL.
- THIS PLAN WAS DESIGNED UNDER THE NEW BRITAIN TOWNSHIP ZONING ORDINANCE OF 1995, THE NEW BRITAIN TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE OF 2002 AND THE NEW BRITAIN TOWNSHIP STORMWATER MANAGEMENT ORDINANCE, ADOPTED MAY 7, 2014, ORDINANCE NO. 2011-04-01.
- ANY/ALL SIGNAGE WILL ULTIMATELY NEED TO BE APPROVED BY THE NEW BRITAIN TOWNSHIP ZONING OFFICER.
- DEVELOPER SHALL CONTACT THE INSPECTING ENGINEER TO COORDINATE THE CONSTRUCTION OBSERVATION SCHEDULE AND RELATED DETAILS.
- THE APPLICANT MUST SCHEDULE CONSTRUCTION INSPECTIONS FOR ALL STORMWATER MANAGEMENT FACILITIES WITH THE TOWNSHIP INCLUDING THE PROPOSED REMOVAL OF IMPERVIOUS SURFACES FULL DEPTH.
- AT THE COMPLETION OF THE PROJECT, AND AS PREREQUISITE FOR THE RELEASE OF THE FINANCIAL SECURITY, THE APPLICANT SHALL PROVIDE CERTIFICATION OF COMPLETION FROM AN ENGINEER, LANDSCAPE ARCHITECT, SURVEYOR OR OTHER QUALIFIED PERSON VERIFYING THAT ALL PERMANENT SWM FACILITIES HAVE BEEN CONSTRUCTED ACCORDING TO THE PLANS AND SPECIFICATIONS AND APPROVED REVISIONS THERETO.
- UPON RECEIPT OF THE CERTIFICATE OF COMPLETION, AND PRIOR TO RELEASE OF THE REMAINING FINANCIAL SECURITY THE TOWNSHIP SHALL CONDUCT A FINAL INSPECTION TO CERTIFY COMPLIANCE WITH THIS ORDINANCE.
- A WETLANDS INVESTIGATION WAS COMPLETED ON 9/14/2021, NO STREAMS OR WETLANDS WERE PRESENT ON SITE.
- ULTIMATE R.O.W. TO BE OFFERED TO NEW BRITAIN TOWNSHIP FOR DEDICATION.
- A BLANKET EASEMENT TO PERFORM INSPECTIONS AND MAINTENANCE OF STORMWATER RUNOFF CONVEYANCE, DETENTION, AND ALL OTHER STORMWATER IMPROVEMENTS IS HEREBY GRANTED TO THE TOWNSHIP.
- IN THE EVENT THE APPLICANT, DURING CONSTRUCTION, DAMAGES ANY PUBLIC STREET AND/OR OTHER PUBLIC IMPROVEMENTS, APPLICANT SHALL REPAIR ANY DAMAGE DONE TO THE SATISFACTION OF THE TOWNSHIP ENGINEER.

## CERTIFICATIONS

### CERTIFICATION OF SURVEY ACCURACY

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE SURVEY SHOWN AND DESCRIBED HEREON IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE NEW BRITAIN TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE.

DATE: August 30, 2022

*R. Orner*



### CERTIFICATION OF PLAN ACCURACY

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE PLAN SHOWN AND DESCRIBED HEREON IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE NEW BRITAIN TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE.

DATE: August 30, 2022

*D. Shaw*

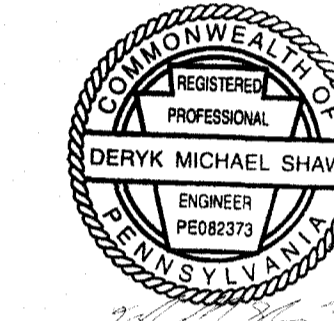


### STORM WATER MANAGEMENT PLAN CERTIFICATION

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE STORM DRAINAGE FACILITIES SHOWN AND DESCRIBED HEREON ARE DESIGNED IN CONFORMANCE WITH THE NEW BRITAIN TOWNSHIP STORM WATER MANAGEMENT ORDINANCE.

DATE: August 30, 2022

BY: *D. Shaw*  
NAME: DERYK M. SHAW, P.E.



### WETLAND DELINEATION CERTIFICATION

I BEING A QUALIFIED WETLAND SCIENTIST, DO HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE WETLAND RELATED INFORMATION CONTAINED ON THIS PLAN IS TRUE AND CORRECT AND HAS BEEN DELINEATED IN ACCORDANCE WITH ACCEPTED WETLAND DELINEATION PRACTICES BASED ON THE 1987 WETLAND DELINEATION MANUAL AND IS IN CONFORMANCE WITH CHAPTER 105 OF THE RULES AND REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION.

(NAME) QUALIFIED WETLAND SCIENTIST (DATE)  
*Ryan J. Coburn* August 30, 2022

### OWNER ACKNOWLEDGEMENT:

180 NEW BRITAIN BLVD ASSOCIATES, LLC HAS LAID UPON ITS LAND SITUATE IN THE TOWNSHIP OF NEW BRITAIN, COUNTY OF BUCKS, COMMONWEALTH OF PENNSYLVANIA CERTAIN LOTS ACCORDING TO THE ACCOMPANYING PLAN WHICH IS INTENDED TO BE RECORDED. WITNESS MY HAND AND SEAL THIS 30th DAY OF August, 2022.

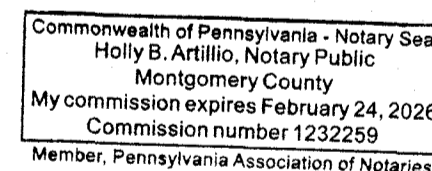
180 NEW BRITAIN BLVD ASSOCIATES, LLC A PA LIMITED LIABILITY COMPANY BY 180 NEW BRITAIN BLVD MANAGER, LLC, A PENNSYLVANIA LIABILITY COMPANY, ITS MANAGER

*A. Repucci*  
BY: AARON REPUCCI  
TITLE: MEMBER

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF BUCKS

ON THIS, the 30th DAY of August, 2022, BEFORE ME, THE UNDERSIGNED NOTARY, PERSONALLY APPEARED AARON REPUCCI, MEMBER OF 180 NEW BRITAIN BLVD MANAGER, LLC, THE MANAGER OF 180 NEW BRITAIN BLVD ASSOCIATES, LLC, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE COMPANY BY HIMSELF AS MEMBER, IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

*Holly B. Artiglio*  
(NOTARY PUBLIC)



BCPC NO. 12694  
PROCESSED AND REVIEWED. REPORT PREPARED BY THE BUCKS COUNTY PLANNING COMMISSION IN ACCORDANCE WITH THE PA MUNICIPALITIES PLANNING CODE.

CERTIFIED THIS DATE: \_\_\_\_\_

### NEW BRITAIN TOWNSHIP'S BOARD OF SUPERVISORS FINAL PLAN APPROVAL CERTIFICATE

THIS PLAN WAS APPROVED BY THE NEW BRITAIN BOARD OF SUPERVISORS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

### RECORDER OF DEEDS CERTIFICATE

RECORDED IN THE OFFICE FOR RECORDING OF DEEDS, IN AND FOR BUCKS COUNTY, PENNSYLVANIA, IN SUBDIVISION PLAN BOOK \_\_\_\_\_ VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_ WITNESS MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

RECORDER \_\_\_\_\_

## EQUITABLE OWNER/DEVELOPER

180 NEW BRITAIN BLVD ASSOCIATES, LLC  
GABE CLARK, PARTNER  
ONE TOWER BRIDGE  
100 FRONT STREET, SUITE 560  
WEST CONSHOHOCKEN, PA 19428

## SOURCE OF TITLE

180 NEW BRITAIN BLVD ASSOCIATES, LLC  
PARCEL ID 25-001-100  
D.B. 677, PG. 2147  
P.B. 256, PG. 28

## SITE DATA

GROSS TRACT AREA	8.403 ACRES
EXISTING USE	K3 WAREHOUSE/OFFICE
EXISTING LOTS	1
PROPOSED USE	K18 FLEX SPACE
SANITARY SEWER	PUBLIC (EXISTING)
WATER	PUBLIC (EXISTING)

## SITE CAPACITY CALCULATIONS

	AREA (SF)	AREA (AC)
GROSS SITE AREA DETERMINED BY ACTUAL ON-SITE SURVEY	365,904	8.40
EXISTING STREETS UNLIMATE RIGHTS-OF-WAY	11,543.40	0.265
EXISTING UTILITY UNLIMATE RIGHTS-OF-WAY OR EASEMENT	51,836.40	1.19
EXISTING PRESERVATION EASEMENTS	0	0
LAND NOT CONTIGUOUS	0	0
LAND SHOWN ON PREVIOUS SUBDIVISION RESERVED FOR OPEN SPACE, PROTECTION, ECT	0	0
LAND IN A DIFFERENT ZONING DISTRICT FROM PRIMARY USE	0	0
BASE SITE AREA	302,524.2	6.945

## ZONING DATA IO - INDUSTRIAL OFFICE

	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA	3 AC.	8.40 AC.	8.40 AC.
MINIMUM LOT WIDTH	200 FT.	>200 FT.	>200 FT.
MINIMUM LOT DEPTH	200 FT.	>200 FT.	>200 FT.
MINIMUM FRONT YARD SETBACK (FROM STREET RIGHT-OF-WAY)	50 FT.	50 FT.	50 FT.
MINIMUM SIDE YARD SETBACK (EACH SIDE)	25 FT. (EACH SIDE)	25 FT.	25 FT.
MINIMUM REAR YARD SETBACK	50 FT.	50 FT.	50 FT.
MAXIMUM IMPERVIOUS COVERAGE	65%	56.6%	64.2%
MAXIMUM BUILDING COVERAGE	50%	33.2%	33.2%
MAXIMUM BUILDING HEIGHT	35 FT.	<35 FT.	<35 FT.

## PARKING COMPUTATIONS

PARKING REQUIREMENTS	REQUIRED	EXISTING	PROPOSED
1 SPACE PER 275 S.F.	101,700 S.F.		
370 SPACES*	84 SPACES		137 SPACES**
* CALCULATIONS BASED ON 101,700 S.F. OF FLOOR SPACE			
** VARIANCE GRANTED 12/16/2021			

## IMPERVIOUS SURFACE CALCULATION

BASE SITE AREA 6.945 ACRES  
MULTIPLY BY MAXIMUM IMPERVIOUS SURFACE RATIO X 0.65  
MAXIMUM PERMITTED IMPERVIOUS SURFACE= 4.51 ACRES  
PROPOSED IMPERVIOUS SURFACE= 4.364 ACRES

COVERAGE CALCULATIONS	S.F.	AC
LOT CALCULATIONS		
GROSS LOT AREA	365,904	8.40
ROW AREA (UTILITY & UTILITY)	63,379.8	1.455
NET LOT AREA	302,524.2	6.945
EXISTING AREAS		
EXISTING BUILDING	101,700	2.33
EXISTING SIDEWALK	1613	0.037
EXISTING PAVEMENT (BITUMINOUS)	55,923	1.28
EXISTING PAVEMENT (CONCRETE)	4544	0.104
TOTAL EXISTING IMPERVIOUS	163,780	3.758
PROPOSED AREAS		
PROPOSED SIDEWALKS	2,613.27	0.06
PROPOSED ASPHALT PATH	0	0
PROPOSED CONCRETE CURB	912.54	0.021
PROPOSED PAVEMENT (BITUMINOUS)	22,835.92	0.524
TOTAL PROPOSED IMPERVIOUS	26,361.73	0.605
TOTAL IMPERVIOUS	190,141.73	4.364
IMPERVIOUS COVERAGE	62.8%	
BUILDING COVERAGE	33.5%	

## NATURAL RESOURCE CALCULATIONS

NATURAL RESOURCES	PROTECTION RATIO	LAND IN RESOURCES (AC)	REQUIRED RESOURCE PROTECTION LAND (AC)	PROVIDED RESOURCE PROTECTION LAND (AC)
WATERCOURSES	1.0	0.00	0.00	0.00
RIPARIAN BUFFER	1.0	0.00	0.00	0.00
FLOODPLAIN	1.0	0.00	0.00	0.00
FLOODPLAIN (ALLUVAL) SOILS	1.0	0.00	0.00	0.00
WETLANDS	1.0	0.00	0.00	0.00
LAKES OR PONDS	1.0	0.00	0.00	0.00
WETLANDS MARGINS	0.80	0.00	0.00	0.00
WOODLANDS	0.50	0.89	0.445	0.445
STEEP SLOPES 8-15%	0.60	0.30	0.18	0.18
STEEP SLOPES 15-25%	0.70	0.18	0.126	0.126
STEEP SLOPES 25% OR MORE	0.85	0.15	0.1275	0.1275

TOTAL LAND WITH RESOURCE RESTRICTIONS	1.52
TOTAL LAND WITH 1.00 PROTECTION RATIO	0.00
TOTAL RESOURCE PROTECTION LAND REQUIRED	0.878
TOTAL RESOURCE PROTECTION LAND PROVIDED	0.878
TOTAL DISTURBED RESOURCES	0.022
OPEN SPACE = THE TOTAL OF RESOURCE PROTECTION LAND WITH A 1.00 PROTECTION RATIO = 0.00	
NET BUILDABLE SITE AREA = BASE AREA - REQUIRED OPEN SPACE = 6.945 - 0.00 = 6.945 AC	

## ZONING - VARIANCE

- SECTION 27-2901-K-18 -- OFF STREET PARKING REQUIREMENTS -- TO PERMIT REDUCTION OF REQUIRED OFF STREET PARKING: 137 SPACES.

APPROVED: PUBLIC HEARING ON DECEMBER 16, 2021.

FOR RETIEW ASSOCIATES BY:

NAME: KIM PASHNACHT  
DESIGN BY: JDN  
SURV. CHIEF: JDN  
DRAWN BY: JDN

CLIENT: 180 NEW BRITAIN BLVD ASSOCIATES, LLC  
DESIGN BY: JDN  
SURV. CHIEF: JDN  
DRAWN BY: JDN

REVIEW Associates, Inc.  
100 FRONT STREET, SUITE 560  
WEST CONSHOHOCKEN, PA 19428  
Phone: (800) 748-8305  
Email: retiew@retiew.com  
Website: www.retiew.com

COVER SHEET  
MINOR LAND DEVELOPMENT PLAN  
180 NEW BRITAIN BLVD  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PA

DATE: 01/11/22

SHEET NO. 1 OF 14

DWG. NO. 111902028



**ZONING REQUIREMENTS:**

THE FOLLOWING REQUIREMENTS ARE TAKEN FROM THE NEW BRITAIN TOWNSHIP ZONING ORDINANCE IN THE WS WATERSHED DISTRICT

EXISTING USES: A1 - GENERAL FARMING.  
PROPOSED USES: LOT 1 B1 SINGLE-FAMILY DETACHED DWELLING  
(2 AC. MAXIMUM ENVELOPE WITHIN CONSERVATION EASEMENT)  
LOT 2 B1 SINGLE-FAMILY DETACHED DWELLING

	REQUIRED / PERMITTED		
	REQUIRED	LOT 1	LOT 2
MINIMUM LOT AREA (SF)	80,000	1,541,274	84,640
(ACRES)	1.84	35.38	1.94
MINIMUM LOT WIDTH (FT)	175	250 (1)	260.18
MINIMUM BUILDING ENVELOPE (FT)	10,000	87,120 (1)	31,315
YARDS - MINIMUM			
FRONT (FT)	100	100	100
SIDE (FT)	30	30	30
REAR (FT)	60	60	60
MAXIMUM BUILDING COVERAGE (%)	8%	N/A	N/A
MAXIMUM BUILDING COVERAGE (SF) (1)			
MAXIMUM IMPERVIOUS COVERAGE (%)	12%	N/A	N/A
MAXIMUM IMPERVIOUS COVERAGE (SF) (1)			
MAXIMUM BUILDING HEIGHT (FT) (4)	35	N/A	N/A

FOOTNOTES:  
(1) ENVELOPE AREA AND LOT WIDTH ON LOT 1 IS BASED ON 2 ACRE MINIMAL PROTECTION AREA.

TO ALL WHOM THESE PRESENTS MAY COME  
I, WE ANNA & AUBREY P. GILMORE SEND GREETINGS, KNOW YE  
THAT I, WE HAVE LAID OUT OR LANDS IN NEW BRITAIN TOWNSHIP, BUCKS  
COUNTY, PA., CERTAIN LOTS ACCORDING TO THIS PLAN, WHICH IS  
INTENDED TO BE FORTHWITH RECORDED, WITNESS MY, OUR HAND AND  
SEAL.

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF BUCKS:  
ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, BEFORE ME THE  
SUBSCRIBER A NOTARY PUBLIC OF THE COMMONWEALTH OF PENNSYLVANIA,  
PERSONALLY APPEARED BEFORE ANNA & AUBREY P. GILMORE

WHO ACKNOWLEDGED THIS PLAN TO BE THE OFFICIAL PLAN OF PROPERTY SHOWN  
HEREON, LOCATED NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PA. AND DESIRED  
THE SAME TO BE RECORDED.

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

APPROVED BY THE NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS  
THIS 17<sup>th</sup> DAY OF October, 2022

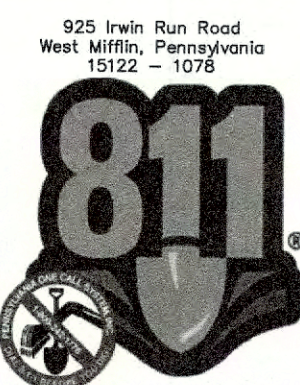
BCPC NO. 26-22-CR-1  
PROCESSED AND REVIEWED. REPORT PREPARED BY THE BUCKS COUNTY  
PLANNING COMMISSION IN ACCORDANCE WITH THE MUNICIPALITIES PLANNING  
CODE. CERTIFIED THIS DATE \_\_\_\_\_, 2022.

RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, IN AND FOR  
THE COUNTY OF BUCKS AT DOYLESTOWN, PENNA. IN PLAN BOOK  
PAGE \_\_\_\_\_ ON \_\_\_\_\_ 20\_\_\_\_

RECORDER OF DEEDS

REVIEWED BY THE NEW BRITAIN TOWNSHIP ENGINEER  
THIS 13<sup>th</sup> DAY OF October, 2022

PENNSYLVANIA ONE CALL SYSTEM, INC.



BEFORE YOU DIG ANYWHERE IN  
PENNSYLVANIA CALL 1-800-442-7776  
NON-MEMBERS MUST BE CONTACTED DIRECTLY  
PA LAW REQUIRES THREE WORKING DAYS  
NOTICE TO UTILITIES BEFORE YOU EXCAVATE,  
DRILL, BLAST OR DEMOLISH  
SERIAL NO. #####

LOCATIONS OF EXISTING UNDERGROUND UTILITIES/FACILITIES  
SHOWN HEREON HAVE BEEN DEVELOPED FROM RECORDS, FIELD  
MARKETS BY UTILITY OWNERS, AND/OR ABOVE-GROUND  
OBSERVATION OF THE SITE. NO EXCAVATIONS WERE PERFORMED  
IN THE PREPARATION OF THESE DRAWINGS; THEREFORE ALL  
UTILITIES SHOWN SHOULD BE CONSIDERED APPROXIMATE IN  
LOCATION, DEPTH, AND SIZE. THE POTENTIAL EXISTS FOR OTHER  
UNDERGROUND UTILITIES/FACILITIES TO BE PRESENT WHICH ARE  
NOT SHOWN ON THE DRAWINGS. ONLY THE VISIBLE LOCATIONS OF  
UNDERGROUND UTILITIES/FACILITIES AT THE TIME OF FIELD  
SURVEY SHALL BE CONSIDERED TRUE AND ACCURATE.  
COMPLETENESS OR ACCURACY OF UNDERGROUND  
UTILITIES/FACILITIES ARE NOT GUARANTEED BY GILMORE &  
ASSOCIATES INC.

ALL CONTRACTORS WORKING ON THIS PROJECT SHALL VERIFY  
LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES/FACILITIES  
PRIOR TO START OF WORK AND SHALL COMPLY WITH THE  
REQUIREMENTS OF P.L. 852, NO. 287 DECEMBER 10, 1974  
AS LAST AMENDED ON APRIL 28, 2018 PENNSYLVANIA ACT 50.  
GILMORE & ASSOCIATES INC. HAS OBTAINED A PA-ONE CALL  
SERIAL NUMBER AS NOTED HEREON FOR DESIGN PURPOSES ONLY.

**GENERAL NOTES:**

1. THIS PLAN IS BASED ON A FIELD SURVEY PERFORMED BY GILMORE & ASSOCIATES, INC. IN JUNE OF 2022.
2. THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. OTHER RIGHTS TO PROPERTY MAY EXIST.
3. SUBJECT TO COVENANTS, RESTRICTIONS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.
4. VERTICAL DATUM IS NAVD88 AND WAS ESTABLISHED BY GLOBAL POSITIONING SYSTEM (GPS) WITH OBSERVATIONS REFERENCED TO THE KEYNET-GPS VIRTUAL REFERENCE STATION SYSTEM. HORIZONTAL DATUM IS BASED ON PENNSYLVANIA STATE COORDINATE SYSTEM (NAD83) ESTABLISHED BY GLOBAL POSITIONING SYSTEM (GPS), WITH OBSERVATIONS REFERENCED TO THE KEYNET-GPS VIRTUAL REFERENCE STATION SYSTEM.
5. REFERENCE PLANS:  
5.a. TAX MAP FOR THE TOWNSHIP OF NEW BRITAIN, COUNTY OF BUCKS, COMMONWEALTH OF PENNSYLVANIA.  
5.b. PLAN ENTITLED "PROPERTY SURVEYED FOR ELMER S. KELLER, NEW BRITAIN TWP., BUCKS CO., PA", PREPARED BY G. MARVIN HENDRICKS, DATED MARCH 3, 1961.  
5.c. PLAN ENTITLED "FINAL SUBDIVISION PLAN PREPARED FOR FOX POND SITUATED IN NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA" PREPARED BY VAN CLEEF ENGINEERING ASSOCIATES, DATED FEBRUARY 21, 1996 (LAST REVISED APRIL 8, 1997) AND RECORDED ON MAY 6, 1997 IN PLAN BOOK 287, PAGE 34.  
5.d. PLAN ENTITLED "FINAL PLAN, PLAN OF PROPERTY OF JOHN M. & HELEN A. VINCK, NEW BRITAIN TWP., BUCKS CO., PA" PREPARED BY G. MARVIN HENDRICKS, DATED MAY 16, 1986 AND RECORDED ON NOVEMBER 25, 1986 IN PLAN BOOK 236, PAGE 74.
6. ■ DENOTES CONCRETE MONUMENT TO BE SET.
7. AREA BETWEEN THE TITLE LINE AND THE ULTIMATE RIGHT-OF-WAY OF KING ROAD (T409) AND KELLER ROAD (T358) SHALL BE OFFERED FOR DEDICATION TO NEW BRITAIN TOWNSHIP.
8. THIS PLAN HAS BEEN PREPARED ON THE BASIS OF SURVEYS PERFORMED BY GILMORE & ASSOCIATES, INC. ONLY THE VISIBLE LOCATIONS SHOWN SHALL BE CONSIDERED TRUE AND ACCURATE.
9. SITE DEVELOPMENT ACTIVITIES ON ALL LOTS SHALL COMPLY WITH THE REQUIREMENTS OF ARTICLE XXIV, NATURAL RESOURCE PROTECTION STANDARDS OF THE ZONING ORDINANCE.
10. CONFIGURATION OF THE MINIMAL PROTECTION AREA FOR LOT 1 SHALL BE IN COMPLIANCE WITH EXHIBIT "A" OF THE CONSERVATION EASEMENT AGREEMENT OF SALE EXECUTED WITH NEW BRITAIN TOWNSHIP.
11. BUILDING SETBACK LINES AS SHOWN IS BASED ON MINIMUM YARD REQUIREMENTS PER THE WS ZONING DISTRICT. ANY FUTURE DEVELOPMENT OF THIS LOT WILL NECESSITATE A COMPLETE FIELD SURVEY OF THE LOT TO ASCERTAIN ALL NATURAL RESOURCE RESTRICTIONS WHICH MAY AFFECT THE ACTUAL BUILDABLE AREA/BUILDING ENVELOPE.
12. LOTS 1 AND 2 ARE PROPOSED TO BE UNIMPROVED AT THIS TIME. NO WATER AND SEWER ARE PROPOSED FOR THESE LOTS AT THIS TIME.
13. ANY PROPOSED WELLS ON NEW LOTS SHALL BE SUBJECT TO THE PROVISIONS OF THE TOWNSHIP'S WELL CONSTRUCTION STANDARDS; INCLUDING REQUIREMENTS FOR PERMITTING, WATER QUALITY TESTING AND WELL PRODUCTION CERTIFICATION. THESE REQUIREMENTS SHALL BE FULFILLED.
14. NO PORTION OF THIS SUBDIVISION HAS BEEN APPROVED BY THE MUNICIPALITY OR THE APPROVING AGENCY FOR THE INSTALLATION OF SEWAGE DISPOSAL FACILITIES. NO SEWAGE PERMIT WILL BE ISSUED FOR THE INSTALLATION, CONSTRUCTION, CONNECTION TO OR USE OF ANY SEWAGE COLLECTION, CONVEYANCE, TREATMENT OR DISPOSAL SYSTEM UNLESS THE MUNICIPALITY AND APPROVING AGENCY HAVE APPROVED ANY REQUIRED SEWAGE FACILITIES PLANNING FOR THE SUBDIVISION LOTS DESCRIBED HEREIN IN ACCORDANCE WITH THE SEWAGE FACILITIES ACT (35 P.S. SECTIONS 7501 ET SEQ.) AND REGULATIONS PROMULGATED THEREUNDER. PRIOR TO SIGNING, EXECUTING, IMPLEMENTING OR RECORDING ANY SALES CONTRACT OR SUBDIVISION PLAN, ANY PURCHASER OR SUBDIVIDER OF THE PROPOSED LOTS SHOULD CONTACT THE PAUPER WHICH IS CHARGED WITH ADMINISTERING THE SEWAGE FACILITIES ACT TO DETERMINE WHAT TYPE OF SEWAGE FACILITIES PLANNING IS REQUIRED AND THE PROCEDURE AND REQUIREMENTS FOR OBTAINING APPROPRIATE PERMITS OR APPROVALS.
15. ALL PUBLIC IMPROVEMENTS ARE REQUESTED TO BE WAIVED.
16. ANY DEVELOPER OF LOTS 1 OR 2 SHALL BE REQUIRED TO SUBMIT ZONING PERMIT PLANS DEMONSTRATING COMPLIANCE WITH ALL APPLICABLE TOWNSHIP REGULATIONS, INCLUDING, BUT NOT LIMITED TO STORMWATER MANAGEMENT PRIOR TO TOWNSHIP REVIEW OF BUILDING PERMIT PLANS.

I, TIMOTHY M. WALLACE (NAME OF PROFESSIONAL ENGINEER) PE092271 (REGISTRATION NUMBER)

DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE INFORMATION CONTAINED IN THE ACCOMPANYING PLANS, SPECIFICATIONS AND REPORTS, HAS BEEN PREPARED IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICE, IS TRUE AND CORRECT, AND IS IN CONFORMANCE WITH THE ZONING ORDINANCE AND THE SUBDIVISION AND LAND DEVELOPMENT ORDINANCE OF NEW BRITAIN TOWNSHIP AS LAST AMENDED.

SIGNATURE

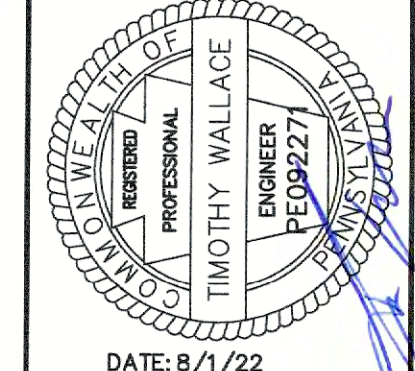
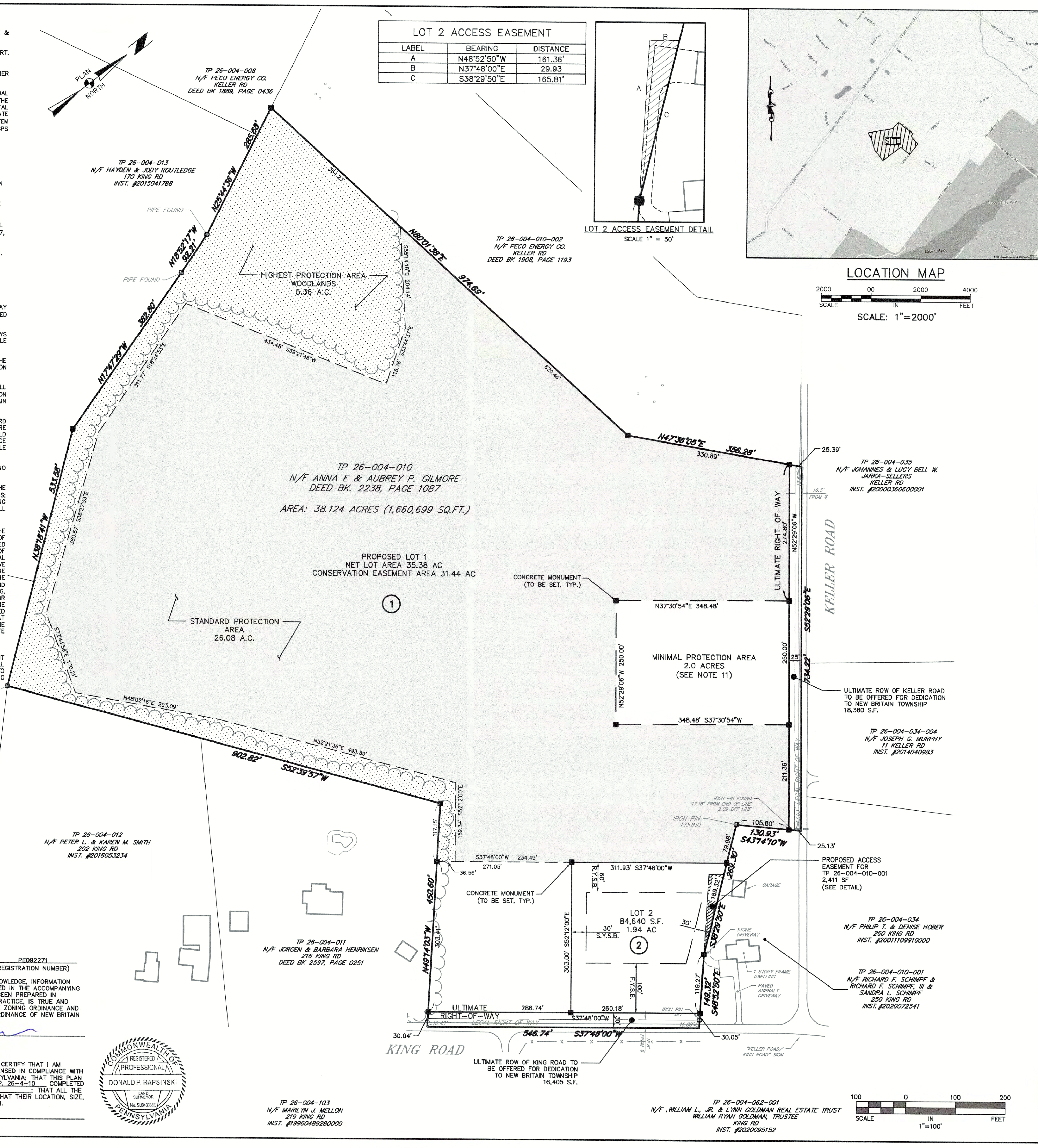
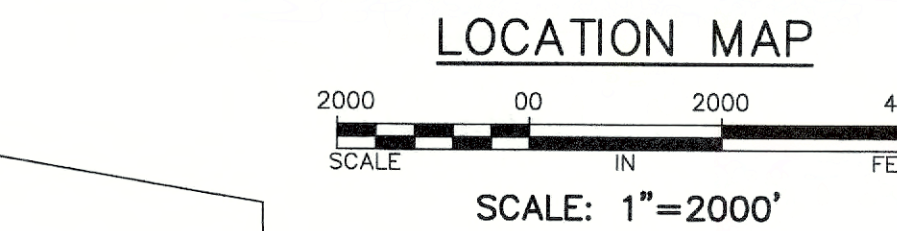
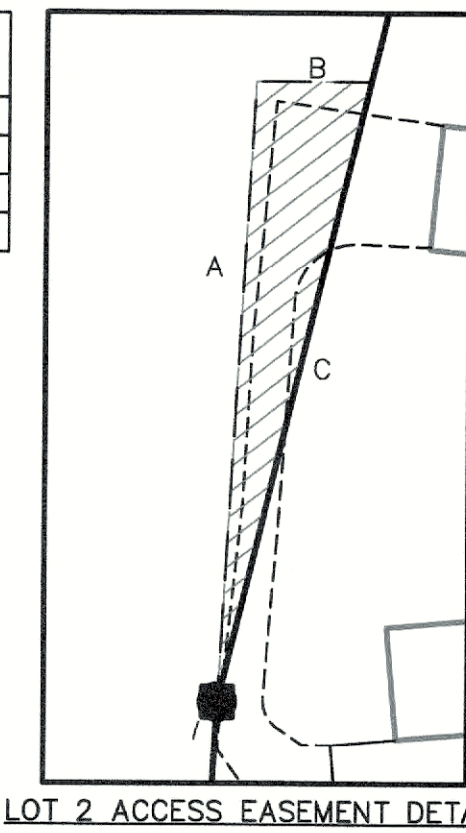
I, DONALD RAPINSKI HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, THAT THIS PLAN CORRECTLY REPRESENTS A SURVEY OF TP 26-04-10 COMPLETED UNDER MY SUPERVISION IN JUNE 2022 THAT ALL THE MARKERS SHOWN HEREON ACTUALLY EXIST; THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN.

SIGNATURE



LOT 2 ACCESS EASEMENT

LABEL	BEARING	DISTANCE
A	N48°52'50"W	161.36'
B	N37°48'00"E	29.93
C	S38°29'50"E	165.81'



RECORD PLAN

NO.	DESCRIPTION	DATE	BY
1	ADDED EASEMENT METES & BOUNDS	09/08/22	TMW
2	ADDED EX FEATURES PLAN	08/09/22	TMW

MINOR SUBDIVISION PLAN  
**GILMORE MINOR SUBDIVISION**  
NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA  
RECORD PLAN

GILMORE & ASSOCIATES, INC.  
ENGINEERING & CONSULTING SERVICES  
PROJECT NO.: 16-10028-01  
OWNERS INFO:  
ANNA & AUBREY GILMORE  
2075 SCHEITZS CHURCH RD  
QUAKERTOWN, PA 18951  
MUNICIPAL FILE NO.: 16-10028-01  
TAX MAP PARCEL NO.: 26-004-010  
TOTAL AREA: 38.12 AC. TOTAL LOTS: 2  
DATE: 07/21/22 SCALE: 1"=100'  
DRAWN BY: TWM CHECKED BY: CK  
SHEET NO.: 1 OF 2

**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES  
CORPORATE HEADQUARTERS  
45 EAST BUTLER AVENUE, SUITE 100, NEW BRITAIN, PA 18901 • (610) 344-4330 • www.gilmore-associates.com  
ONLY THOSE PLANS INCORPORATING THE PROFESSIONAL SEAL SHOULD BE CONSIDERED OFFICIAL AND RELIED UPON BY USER. THIS PLAN IS PREPARED SPECIFICALLY FOR THE CLIENT AND PROJECT DESIGNATED HEREON. CONSENT OF GILMORE & ASSOCIATES, INC. IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF GILMORE & ASSOCIATES, INC. ALL RIGHTS RESERVED  
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NOT APPROVED FOR CONSTRUCTION





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

**BOARD MOTION**

**Date:** October 17, 2022

**I MOVE THAT:** The Board approve Resolution 2022-22: 141 Independence Lane Preliminary/Final Approval, per the attachments.

**Presented By:** \_\_\_\_\_

**Seconded By:** \_\_\_\_\_

**RESOLUTION NO. 2022-22**

**NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP GRANTING PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL TO 101 INDEPENDENCE LANE ASSOCIATES, LLC, FOR THE LAND DEVELOPMENT PLANS FOR 141 INDEPENDENCE LANE\*, PREPARED BY RETTEW ASSOCIATES, INC., DATED JUNE 9, 2022, AND LAST REVISED SEPTEMBER 20, 2022, CONSISTING OF 25 SHEETS, WHICH PROPOSE THE CONSTRUCTION OF AN 88,250 SQUARE FOOT WAREHOUSE BUILDING.

WHEREAS, 101 Independence Lane Associates, LLC (the “*Applicant*”) has submitted an application for preliminary/final plan land development approval for the construction of an 88,250 square foot warehouse building on Bucks County Tax Map Parcel #26-001-100-011, which is a vacant parcel consisting of 7 acres (the “*Property*”); and

WHEREAS, the proposal is reflected on a plan entitled “Preliminary/Final Land Development Plan for 141 Independence Lane\*”, prepared by Rettew Associates, Inc., dated June 9, 2022, and last revised September 20, 2022, consisting of 25 sheets (the “*Plan*”); and

WHEREAS, the New Britain Township Planning Commission at its September 27, 2022, meeting, recommended approval of the Preliminary/Final Land Development Plan, 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:

- Applicant shall comply with all recommendations of the Gilmore and Associates Review Letter dated September 21, 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 July 19, 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 dated September 14, 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. If applicable, Applicant shall provide natural resource protection easements across a portion of the Property in accordance with the Township Zoning Ordinance. (Township Code §27-502.3, §27-505 & §27-2401.c)
5. By this approval, the Board of Supervisors herein grants a waiver from the Subdivision and Land Development Ordinance requirements at §22-403 so as to be permitted to secure Preliminary as Final Land Development approval as opposed to separate Applications.
6. By this approval, the Board of Supervisors herein grants a waiver from the Subdivision and Land Development Ordinance requirements at §22-502.1.D.10.a so as to be permitted to measure the vertical intervals of two (2) feet, as determined by an on-site field survey, and not by virtue of the interpretation of the USGS maps. Further, that the benchmark elevation shall be based upon NAVD88, which is the industry standard, as opposed to the Chalfont-New Britain Township Joint Sewage Authority vertical datum.
7. By this approval, the Board of Supervisors herein grants a waiver from the Subdivision and Land Development Ordinance requirements at §22-505 so as to not be required to provide a Community Impact Assessment Report because the existing development is located on a developable lot within an existing industrial park.
8. By this approval, the Board of Supervisors herein grants a waiver from the Subdivision and Land Development Ordinance requirements at §22-705.3.A. so as to be relieved from the obligation to provide between 3-to-6-foot wide grass strips between the curb and sidewalk so as to be permitted to maintain the sidewalk and grading in the proposed right-of-way and eliminate the further encroachment into the existing stormwater basin.
9. By this approval, the Board of Supervisors herein grants a waiver from the Subdivision and Land Development Ordinance requirements at §22-705.3.G so as to not be required to mill and overlay the entire width of the roadway to a depth of 1-½ inches.
10. By this approval, the Board of Supervisors herein grants a waiver from the Subdivision and Land Development Ordinance requirements at §22-714.7 so as to be granted a partial waiver to allow an average minimum ratio exceeding 4:1 in the truck loading dock area where the Application proposed 22:1 so as to not be required to raise the light pole height above the maximum 20 feet which would cause light to spill over the property line as the loading dock area is unable to achieve minimum ratio, but the proposed lighting levels are sufficient for loading dock operations.
11. By this approval, the Board of Supervisors herein grants a waiver from the Subdivision and Land Development Ordinance requirements at §22-716.2.D so as to be relieved of the requirement of replacing concrete monuments at the beginning and



end of all easements so as to be permitted to use iron pins to set the beginning and end of all easements, including changes in the direction of easement.

12. Applicant shall construct all public improvements shown on the Plan at its sole cost and expense, which may include but not be limited to, public water and sewer facilities, stormwater facilities, street trees, any roadway construction, and the construction of any curbs and sidewalks.
13. In lieu of the construction of any improvements, and in conformity with Township Resolution 2007-12, Applicant shall make a contribution to the Township towards future Township improvements based upon the Applicant paying Fifty percent (50%) of the total estimated construction costs, which is in the amount of Eight Thousand Eight Hundred Seventy-Two Dollars and Twenty-Two Cents (\$8,872.22), which said payment shall be made as of the funding and execution of Development and Financial Security Agreements.
14. In lieu of the Applicant dedicating land for park and recreation areas, Applicant shall pay the sum on Fifty-Five Thousand One Hundred Fifty-Six Dollars and Twenty-Five Cents (\$55,156.25) as a fee-in-lieu of the required park and recreation land, which said payment shall be made as of the funding and execution of Development and Financial Security Agreements.
15. Applicant shall execute and grant to the Township Conservation Easements for the perpetual protection of the resource areas noted on the Plan, which Easement shall be prepared by the Township Solicitor and Executed by the Owner. A metes and bounds description shall be provided for the Conservation Easement on Sheet 12, and in addition, the area of the Easement shall be noted on the Plan and the Legal Description provided once finalized.
16. Applicant shall execute the required Stormwater Maintenance Agreement in a form approved by the Township Solicitor. Applicant shall pay the required stormwater fee of Three Hundred Dollars (\$300.00) (\$2.50 per linear foot of existing and proposed roads within the development), which shall be paid at the time of the execution of Development and Financial Security Agreements. (Township Code §22-712.13, §§26-151 - 164; Township Fee Resolution No. 2021-3)
17. 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)
18. 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)

19. 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)
20. Applicant shall execute Development and Financial Security Agreements and all other development documents (including all necessary guarantees, agreements, easements, deeds, and declarations), 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; and Applicant shall provide proof of sufficient insurance coverage to the Township. (Township Code §22-406.1)
21. To the extent any improvements are to be dedicated to the Township pursuant to the approved plans, Applicant shall execute all deeds of dedication, legal descriptions of rights-of-way, access easement descriptions, lot descriptions, notes, etc., 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)
22. Applicant shall pay a fee-in-lieu of the number of replacement trees in accordance with the September 21, 2022 Gilmore and Associates Review Letter at item IV, Review Comments, (B) Zoning Ordinance, subsection 2, in the amount of Twenty-Eight Thousand Dollars (\$28,000.00).
23. 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)
24. All documentation shall be executed and delivered to the Township prior to recording of Record Plans. (Township Code §22-406)
25. Applicant and its professionals shall execute, notarize, and seal the Final Record Plan. (Township Code §22-406.2)
26. Applicant shall comply with all other applicable Township, County, State, and Federal rules, regulations, codes, ordinances, and statutes, except to the extent any Township rules, regulations, codes, or ordinances are modified in accordance with this approval. (Township Code §22-905)

27. Plans and project shall be ADA compliant.
28. The Plans shall provide a note that in the event the Applicant, during construction, damages any public streets and/or other public improvements, Applicant shall repair any damage done to the satisfaction of the Township Engineer.

**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 – From the requirement to provide separate preliminary and final plan submissions.
2. §22-502.1.D.10.a – From the requirement that contour data be based on the New Britain Township Joint Sewage Authority vertical datum.
3. §22-505 – From the requirement to provide a Community Impact Assessment Report.
4. §22-705.3.A. – From the requirement to provide a 3-to-6-foot grass strip between the curb and sidewalk.
5. §22-705.3.G. – From the requirement to mill and overlay the entire existing roadway width adjacent to development to a depth of 1-½ inches.
6. §22-714.7 – From the requirement that illumination levels have intensities and uniformity ratios in accordance with current recommended IESNA standards with nonresidential parking, loading facilities and drives associated with industrial uses providing a minimum of 0.4 footcandles and a 4:1 average to minimum ratio.
7. §22-716.2.D – From the requirement that concrete monuments be placed along all existing and proposed easements where markers do not currently exist.

**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.

**[THIS SPACE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]**

NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
**RESOLUTION NO. 2022-22**

**DULY ADOPTED** this 17th day of October 2022, by the Board of Supervisors of New Britain Township, in lawful session duly assembled.

ATTEST:

\_\_\_\_\_  
Matt West, Township Manager

\_\_\_\_\_  
Gregory T. Hood, Chairman

\_\_\_\_\_  
William B. Jones, III, Member

\_\_\_\_\_  
Cynthia M. Jones, Member

\_\_\_\_\_  
MaryBeth McCabe, Esquire, Member

\_\_\_\_\_  
Stephanie Shortall, Member



# EXHIBIT “A”



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

September 21, 2022

File No. 22-01173

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

Reference: 141 Independence Lane, Preliminary LD Plan Review 2  
TMP# 26-001-100-011

Dear Matt:

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

I. Submission

- A. Preliminary/ Final Land Development Plan for 141 Independence Lane, prepared by Rettew Associates, Inc., dated June 9, 2022, last revised August 19, 2022, twenty-five (25) sheets.
- B. Post Construction Stormwater Management Report prepared for 101 Independence Lane, prepared by Rettew Associates, Inc., dated June 2022, last revised August 2022.
- C. Traffic Impact Assessment for 101 Independence Lane Warehouse, prepared by Traffic Planning and Design, Inc., dated August 10, 2022.
- D. Waiver letter for 141 Independence Lane, by Rettew Associates, Inc., dated August 19, 2022.
- E. Response Letter, prepared by Rettew Associates, dated August 19, 2022.
- F. Probable Construction Cost Opinion (Tree Replacement – FILO) prepared by Rettew Associates, dated August 10, 2022.
- G. Permanent Utility and Access Easement Agreement over Parcel 26-001-100-011 from the Bucks County Recorder of Deeds, recorded on June 3, 2013.

II. Reference Documentation

- A. New Britain Township Zoning Hearing Board Decision dated May 16, 2022.
- B. Final Plan Altomare/ Corkery Partnership Lot #16-B, as prepared by Showalter & Associates, dated February 16, 2001, last revised October 3, 2001, Sheet 2 of 10 and Adjudication of the NBT BOS concerning the New Britain Corporation's conditional use application dated May 16, 2001.

III. General Information

The 7-acre property is located at the cul-de-sac end of Independence Lane on Lot 15 of the New Britain Business Park (NBBP), in the IO Industrial/Office Zoning District. The lot is vacant and noted to contain woodlands, steep slopes, wetlands, and two existing stormwater facilities. The Applicant is proposing to construct an 88,250-SF Warehouse building, Use K3, which is permitted by right within the IO District. The proposed improvements also include parking and loading areas and an emergency access drive around the perimeter of the building. Stormwater management will be provided through two underground basins that discharge into the two existing detention basins. The building will be serviced by public water and sewer.

BUILDING ON A FOUNDATION OF EXCELLENCE

65 E. Butler Avenue | Suite 100 | New Britain, PA 18901 Phone: 215-345-4330 | Fax: 215-345-8606  
www.gilmore-assoc.com

#### IV. Review Comments

##### A. Zoning Hearing Board Decision

On May 16, 2022, the Township Zoning Hearing Board granted the Applicant's request for relief from the following Zoning Ordinance requirements subject to the non-residential building being in compliance with all reasonable requirements of the New Britain Township Fire Marshal:

1. §27-1802.a – To permit the proposed building to be 42 feet high.
2. §27-2901.K – To permit no less than 53 off-street parking spaces on the Property in connection with a warehouse use (use K3) on the Property.
3. §27-2904.g.5 – To permit the paved areas on the front parking lot to be 9.3 feet from exterior front structural wall of the proposed building.

##### B. Zoning Ordinance

1. §27-2400.f.2 – No more than 50% of woodlands located upon a lot or site may be altered, regraded, cleared, or built upon. The Natural Resource Calculations table notes a total woodlands disturbance area of 0.635 acres. This is not consistent with the tree lines shown on the Existing Conditions/ Demolition Plan which appears to show a disturbance area of 0.78 acres (59%) which would exceed the 50% maximum. The total woodlands and proposed disturbance shall be verified and revised to be consistent with the tree line shown on the plan not to exceed 50% or otherwise clarified.
2. §27-2400.f.2.(a) & (c) – Where more than 20% of the woodlands are being disturbed, all disturbed woodlands exceeding 20% shall be replaced on an acre-for-acre basis through the planting of replacement trees. The actual number of replacement trees shall be calculated by multiplying the acreage of disturbance exceeding 20% by 200 trees per acre. The Applicant has requested to provide a fee-in-lieu of replacement trees due to a lack of available planting space onsite. The submitted Probable Construction Cost Opinion lists a total of 80 replacement trees. This appears inconsistent with the 0.78 acres of woodlands disturbance listed in the previous comment. The total woodlands disturbance should be clarified prior to the Township accepting a fee-in-lieu for the required replacement trees.
3. §27-2401.c – Conservation easements shall be provided for the protection of the resource areas in accordance with the provisions of this Part. A Declaration of Easements shall be prepared by the Township Solicitor and executed by the owner. Metes and bounds shall be provided for the conservation easement on Sheet 12. In addition, the area of the easement shall be noted on the plan and a legal description provided once finalized.

##### C. Subdivision and Land Development Ordinance Waivers

The following waivers from the Subdivision and Land Development Ordinance have been formally requested by the Applicant in a letter dated August 19, 2022:

1. §22-403 – From the requirement to provide separate preliminary and final plan submissions. The Applicant is requesting a single preliminary/final plan submission.
2. §22-502.1.D.10.a – From the requirement that contour data be based on the New Britain Township Joint Sewage Authority vertical datum. The Applicant is proposing to use a benchmark elevation based on NAVD88, which we support.
3. §22-505 – From the requirement to provide a Community Impact Assessment Report. Based on the development being within a developed business park and upon review of the Traffic Impact Assessment, we support this waiver.
4. §22-705.3.A – From the requirement to provide a 3-to-6-foot grass strip between the curb and sidewalk. Due to the existing grading in this area and the location of existing trees which would need to be removed, we support this waiver.

5. §22-705.3.G – From the requirement to mill and overlay the entire existing roadway width adjacent to development to a depth of 1-½ inches. As discussed at the Planning Commission meeting on July 26, 2022 and with the Public Works Director, we recommend a waiver from this section conditioned on a 50% fee in-lieu-of improvements being contributed to the Township's Highway Capital Improvement Fund. Photos shall be taken of the existing road conditions prior to construction.
6. §22-714.7 – From the requirement that illumination levels have intensities and uniformity ratios in accordance with current recommended IESNA standards with nonresidential parking, loading facilities and drives associated with industrial uses providing a minimum of 0.4 footcandles and a 4:1 average to minimum ratio. The Applicant is proposing to exceed the 4:1 ratio to meet the minimum illumination requirement without raising the light poles in the truck loading area, which we support.
7. §22-716.2.D – From the requirement that concrete monuments be placed along all existing and proposed easements where markers do not currently exist. The Applicant is proposing to install iron pins at the changes in direction along the existing easements. Iron pins shall also be at certain points along the proposed Conservation Easement, as approved by our office.
8. If public improvement waivers are granted, Township Resolution 2007-12 requires a contribution towards future improvements based on 50% of the total estimated construction cost. An estimated cost of construction of any waived improvements shall be provided. The Board may adjust the amount based on onsite and offsite improvements not required by Ordinance at their sole discretion.

D. Subdivision and Land Development Ordinance

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

1. §22-406.1 – The Applicant is responsible for any other required approvals, permits, etc. (i.e., BCPC, BCCD, PADEP, Fire Marshal, Chalfont New Britain Sewer Authority, North Penn Water Authority, Township Road Opening Permit, Well Construction Permit, etc.) as applicable.
2. §22-706.3.B – The following comments related to compliance with the Americans with Disability Act shall be addressed:
  - a. A curb ramp shall be provided on the south side of the driveway at the cul-de-sac, allowing ADA access and a future connection.
  - b. Sheet 4 indicates an 8" cheek wall along the accessible ramp. Top and bottom of wall elevations along the cheek wall should be provided to clarify the grading along this ramp.
  - c. Slopes for the triangular areas at the curb ramps around the perimeter of the cul-de-sac shall be provided to demonstrate they shall not exceed 2%.
3. §22-708.4.A – A turning template shall be provided for a garbage truck accessing the proposed dumpster area.
4. §22-710.3.D – Fire lanes shall be designed to have adequate width, radii, and material strength to accommodate and support emergency vehicles. The Han-Le-Co FD Pumper Pierce Enforcer fire truck used to model the circulation path has a total length of 33.96 feet. The New Britain Fire Truck Standards has a specified truck length of 41.92 feet. The Fire Truck Turning Movements plan should be revised to model the specified New Britain Fire Truck.
5. §22-711.2 – Inlet protection shall be provided at the outlet structures of the existing basins. We note that trash racks have been provided, however, measures shall be installed to prevent sediment from entering the outlet structure and leaving the site during construction.



6. §22-715.2.C.(2) – The amount of land to be dedicated for park and recreational areas for nonresidential land developments shall be 2,500 square feet per 4,000 square feet of building area. Based on a building area of 88,250 square feet, 55,156 SF of park and recreation area is required. The Applicant has requested to pay a fee-in-lieu of the required park and recreation land which is calculated to be **\$55,156.25**.
7. §22-718 – We defer to the North Penn Water Authority (NPWA) for review of the water service connection from the existing main on Independence Lane. A copy of the approved agreement shall be submitted to the Township and our office prior to plan recording.
8. §22-720 – We note that DEP provided comments on the Sewage Planning Module Application Mailer on September 7, 2022. The comments shall be addressed, and Sewage Facilities Planning Module approved by the Township, Authority, and PADEP prior to final plan approval by the Township.
9. §22-720 – We defer to the Chalfont-New Britain Township Joint Sewer Authority (CNBJSA) for review of the connection to the force main from Independence Lane. A copy of the approved agreement shall be submitted to the Township and our office prior to plan recording.
10. §22-502.1.J – The following minor plan comments should be addressed:
  - a. The Township Pavement Restoration detail shown on Sheet 13 should be revised to specify 3 < 30 million ESALs.
  - b. The curb radius for the access driveway at the cul-de-sac and at the first internal driveway should be noted on the plan.
  - c. The plan proposes required shrubs along the perimeter of the parking area, however, two of the proposed species (Glacier Azalea and Rose Robles Encore Azalea) are not suitable adjacent to parking areas as they require shade and milder temperatures. Alternate shrubs shall be selected for this location.

E. Stormwater Management Comments

1. §22-712.4.I – The revised stormwater design includes a doghouse inlet over the discharge pipe from Modified Detention Basin 1 to Modified Detention Basin 2. However, a grate elevation shall be provided, and the inlet shall be modeled in the stormwater report to demonstrate adequate storage for the 100-year storm and a minimum freeboard of 1 foot.
2. §22-712.4.S.(5) – An emergency overflow weir shall be provided for outlet structures in order to convey basin inflow in excess of design flows or in the event the outlet structure becomes blocked and is unable to convey the design flow. The minimum capacity of the emergency overflow weir shall be equivalent to the 100-year peak inflow rate for the post-development design storm. The bypass orifice in the MRC Basins shall be modeled with the other orifices blocked to demonstrate they has the capacity to convey the 100-year storm.
3. §22-712.13.C – When an applicant retains ownership of any stormwater management facility, such entity shall be responsible for repair and maintenance of the facility. The existing stormwater facilities shall be reviewed to determine if the facilities are functioning properly, in need of maintenance or repair, and being regularly maintained in accordance with the PA BMP Manual.
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 PADEP guidance for MRC basins states that a composite Curve Number is inadequate for modeling the 1.2 inch/2-hour storm due to the error associated with averaging of initial abstractions for storms less than or equal to the 2-year/24-hour storm. The stormwater report uses a weighted curve number for the flows to MRC Basins 1 and 2. Separate hydrographs for the pervious and impervious flows to these basins shall be provided to verify they meet the release rate requirement.

5. §26-123.2.C.(5)(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. The infiltration results for Existing Basin 1 reported a 0.00 in/hr infiltration rate. Similarly, this is the case for Existing Basin 2. The Applicant has indicated the existing basins will be cleared of overgrowth and inspected to determine if they are infiltrating. Results of the basin analysis should be provided to the Township and the basin design should be revised as necessary to meet the dewatering requirement.
6. §26-125.9 – The following issues related to the modeling of the design in the stormwater management report shall be addressed:
  - a. The inlet label for the outlet structure in Existing basin 1 lists a 15" RCP at 284.40. The response letter has indicated this is a connection from an upstream inlet. The location of this existing pie and inlet should be shown on the plan.
  - b. Existing Basin 2 models two outlet structure grates at an elevation of 283.00. The Existing Conditions/ Demolition Plan notes that this outlet structure is under water, and no grate or orifice openings are provided. It is our understanding that the basin was drained, and additional survey is being conducted to obtain the size and elevation of all openings in the outlet structure. In addition, the outlet structure should be inspected to determine why Basin 2 is not draining and outlet structure is submerged.
  - c. The MRC Basins in the stormwater report are modeled with the weir orifice and bypass orifice connected to the storage volume in the basin. However, the Outlet Structure detail on Sheet 15 appears to show the underdrain as the only outflow from the basin into the outlet structure. This will limit the flows out of the basin to the maximum flow through the underdrain and is not consistent with how the basin outflow is modeled. The basin outlet structure should have direct access from the basin or the basin remodeled per the details.
  - d. The MRC Basins in the stormwater report also model the underdrain with direct discharge to the primary outflow pipe. This is not consistent with the Outlet Structure and basin details which would not begin to discharge until the flows reach the weir orifice elevation. It appears the underdrain should extend into the 18" halfpipe within the structure.
  - e. The MRC basins both model a 36"x12" vertical bypass orifice. However, the Outlet Structure detail proposes a half cut 18" diameter HDPE pipe which would provide a maximum weir length of 2.35 feet. We note that this design will function as a weir and should not be modeled as an orifice. The detail and basin model should be revised as necessary to clarify the bypass orifice.
7. §26-132 – The following discrepancies between the design and plans shall be addressed:
  - a. The 36"x12" bypass orifice at an elevation of 295.00 for MRC Basin 1 shall be verified and coordinated with the details on Sheet 13 that note an elevation of 294.50.
  - b. The location of the two roof drain connections to MRC Basin 1 shown on the Utility Plan should be added to the Overview of Non-Vegetated MRC Basin 1 detail on Sheet 13.
  - c. A detail for the doghouse manhole over the existing 42" RCP between Basins 1 and 2 should be provided on the plans.
  - d. Based on the pipe slopes listed on the profiles for the connections to the MRC basins, the pipe connections enter the system at the bottom of the stone envelope. However, the basin details on Sheet 15 appear to show the pipes connecting to the chambers that are 1 foot above the bottom of stone elevation. The profiles and details should be revised as necessary to clarify the connection to the chambers.
8. §26-164.1 – The Applicant shall sign an Operation and Maintenance (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 the transfer of ownership and shall be prepared by the Township Solicitor.

9. Township Resolution #2022-02 – The Applicant will be required to pay a fee for the proposed onsite BMPs 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 BMPs. The Applicant's professional shall submit a cost estimate once the design is finalized.

In order 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

cc: Michael Walsh, Assistant Manager  
Ryan Gehman, Assistant Planning and Zoning Officer  
Jeffrey P. Garton, Esq., Begley, Carlin, & Mandio  
Kim Fasnacht, Rettew Associates, Inc.  
Andy Miller, 101 Independence Lane Associates, LLC  
Craig D. Kennard, P.E., E.V.P., Gilmore & Associates, Inc.

# EXHIBIT “B”





# BCPC

## Bucks County Planning Commission

The Almshouse Neshaminy Manor Center 1260 Almshouse Road  
Doylestown, Pennsylvania 18901 215.345.3400 FAX 215.345.3886  
E-mail: [planningcommisslon@buckscounty.org](mailto:planningcommisslon@buckscounty.org)

PLANNING COMMISSION:  
Tom Tostl, *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:** July 19, 2022

**Subject:** BCPC #12761  
Preliminary Plan of Land Development for 101 Independence Lane  
TMP #26-1-100-11  
Applicant: 101 Independence Lane Associates, LLC  
Owner: Same  
Plan Dated: June 9, 2022  
Date Received: June 17, 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:** Construct an 88,250-square-foot warehouse on a 7.07-acre lot. The site is to be served by public water and sewer facilities.

**Location:** At the terminus of the Independence Lane cul-de-sac, approximately 500 feet northeast of its intersection with New Britain Boulevard.

**Zoning:** The IO Industrial Office District permits Use K3 Wholesale Business, Wholesale Storage and Warehousing by right on a minimum lot size of 3 acres with a minimum lot width of 200 feet. Minimum front, side, and rear yard requirements are 50, 25, and 50 feet, respectively.

The plan indicates that on April 21, 2022, the zoning hearing board granted relief from the following zoning ordinance provisions:

Section 27-1802.c.

to permit the proposed building to be 42 feet high

Section 27-2901.K.

to permit no less than 53 off-street parking spaces on the property in connection with the proposed K3 Wholesale Business, Wholesale Storage and Warehousing use on the property

Section 27-2904.g.5.

to permit the paved areas of the front parking lot to be 9.3 feet from the exterior front structural wall of the proposed building



Present Use: Vacant

#### COMMENTS

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

Section 22-502.1.D.(10)(a)

to use the Chalfont-New Britain Township Joint Sewage Authority Vertical Datum, whereas contour lines are required to be measured at vertical intervals of 2 feet, as determined by an on-site field survey

Section 22-705.3.G.

from the requirement to mill and overlay the entire width of the roadway to a depth of 1.5 inches

Sections 22-706.1.B. & 2.B.

from constructing a sidewalk along the public right-of-way

Section 22-505

from the requirement to provide a community impact assessment report

The applicant has not provided the reasons for the waiver requests or the proposed changes in lieu of each requirement. 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 and the minimum modification necessary. The final plan should note all granted waivers.

2. **Wetlands mapping**—The plan indicates a small area of wetlands onsite along the northeastern property boundary. Note 26 on Sheet 1 of the plan references a wetlands investigation conducted on September 14, 2021. Per Section 22-502.1.B.(21) of the SALDO, the plan should be revised to provide a notation identifying the source of wetlands mapping so that compliance with the requirement in Section 27-2400.d. of the zoning ordinance can be verified.
3. **Watercourse**—Note 26 on Sheet 1 indicates that no streams were found on the site as a part of a wetlands investigation conducted on September 14, 2021. According to our records, it is possible that a tributary to West Branch Neshaminy Creek runs through the site along the boundary adjacent to the Independence Lane cul-de-sac bulb. Should this watercourse be present on the site, the plan should be revised to include it along with corresponding natural resource protection standards on Sheet 1. Section 27-2400.i. of the zoning ordinance outlines the requirements for providing a riparian buffer along this potential watercourse. A vegetative buffer around the watercourse will prevent runoff from more quickly entering the stream, which exacerbates streambank erosion and increases floodwaters during the flood cycle. In addition, absent a vegetative buffer, pesticides and herbicides will be able to flow directly into the stream's surface waters when it rains. Overall, this riparian buffer area would help maintain the future integrity of the stream channel and shoreline and reduce the impact of upland sources of pollution. The township should confirm the existence (or lack thereof) of this watercourse prior to plan approval. Should it be found to be present on the site, the relevant natural resource protection standards should also be met.
4. **Steep slopes**—Sheet 1 indicates that the steep slopes present on the site are not to be counted toward the natural resource protection standards as the slopes are "manmade." We note that the

site is vacant, and the steep slopes are a part of the site's natural, undisturbed condition. For this reason, we recommend the standards be upheld and met prior to plan approval.

5. **Tree protection**—The plan should identify the tree protection zone, indicate the location of tree protection fencing, and include tree protection details in compliance with Sections 27-201 of the zoning ordinance and Sections 22-713.2., 22-502.1.G.(3), and 22-502.1.G.(5) of the SALDO.
6. **Tree replacement**—Section 27-2400.f.2.(a) of the zoning ordinance provides that where more than 20 percent of the woodlands are being disturbed, all disturbed woodlands exceeding the 20 percent limit shall be replaced on an acre-for-acre basis through the planting of replacement trees. This plan surpasses this 20 percent threshold and is subject to the tree replacement provisions referenced above.
7. **Energy conservation**—Given the size of the project, we strongly encourage the use of alternative forms of energy generation and conservation. This may include green roofs, solar panels, geothermal systems, or a requirement that buildings meet a certified efficiency standard. The Bucks County Planning Commission recently completed a model alternative energy ordinance<sup>1</sup> to provide examples of various incentives which could be included to encourage the use and incorporation of alternative energy systems at the beginning of a residential or nonresidential development proposal.
8. **Stormwater management maintenance**—The applicant proposes stormwater basins, swales, storm piping, and appurtenances as a part of its stormwater BMPs on the site. We recommend the applicant provide a manual to the township and to the property owner 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 property owner aware of their responsibilities for regular maintenance and repair of the facilities.
9. **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.

This review will be included in the Bucks County Planning Commission board materials for the August 3, 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: 101 Independence Lane Associates, LLC (via email)  
Kim Fasnacht, PMP, LEED AP, Rettew Associates, Inc. (via email)  
Janene Marchand, PE, Gilmore & Associates, Township Engineer (via email)  
Matt West, Township Manager (via email)

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<sup>1</sup> <https://communityplanning-bucksgis.opendata.arcgis.com/pages/model-ordinances>

# EXHIBIT “C”





## Township of New Britain

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Office of Fire Marshal

9/14/2022

RE: Fire Marshal review of 141 Independence Lane Parcel # 26-001-100-011  
Review By: Randal J. Teschner Fire Marshal

**The following is a list of items to be addressed:**

1. Due to the width of the Drives, there should be no parking on both sides of driveways (signs still needed on drive going across front of building) ( **Signs have been supplied on plans** )
2. Supply one Hydrant at the split in driveways ( **Hydrant has been supplied on plans** )
3. Fire lane appears to meet all requirements
4. Note Water details show North Wales Water. Water company is North Penn



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

**BOARD MOTION**

**Date:** October 17, 2022

**I MOVE THAT:** The Board approve Resolution 2022-23: 409 West Butler Avenue Preliminary/Final Approval Amendment, per the attachments.

**Presented By:** \_\_\_\_\_

**Seconded By:** \_\_\_\_\_

**RESOLUTION NO. 2022-23**

NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP AMENDING RESOLUTION 2022-07 RELATED TO THE GRANT OF PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL TO BUTLER PIKE PROPERTIES, LP, FOR THE LAND DEVELOPMENT PLANS FOR BUTLER PIKE PROPERTIES, LP, PREPARED BY HOLMES CUNNINGHAM, LLC, DATED NOVEMBER 30, 2021, CONSISTING OF 21 SHEETS, WHICH PROPOSE THE CONSTRUCTION OF TWO BUILDINGS FOR RESIDENTIAL AND COMMERCIAL PURPOSES.

**WHEREAS**, the Board of Supervisors of New Britain Township, adopted Resolution 2022-07 on March 21, 2022, which said Resolution approved the preliminary/final land development plans of Butler Pike Properties, LP for the project depicted on plans prepared by Holmes Cunningham, LLC, dated November 30, 2021, which proposed the construction of two buildings for residential and commercial purposes; and

**WHEREAS**, the Board of Supervisors of New Britain Township desires to make certain amendments to that Resolution which said amendments are made with the concurrence of Butler Pike Properties, LP (the "Applicant") as hereinafter set forth.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, that the Board of Supervisors of New Britain Township herein amends Resolution 2022-07 as follows:

1. The obligation of the Applicant to construct the off-premises sidewalk through the property owned by Giovanni Spatola and Mariano Spatola is revised so as to reduce the width of the easement necessary to construct the sidewalk from 30 feet to 15 feet with a further understanding that the easement shall only be used for the sidewalk and related improvements and shall not contain any utilities. The property owned by Giovanni Spatola and Mariano Spatola is further identified as Bucks County Tax Parcel #26-005-023-002.
2. The obligation to complete certain drainage improvements on the Spatola property is rescinded, except, however, if prior to the completion of the project by the Applicant, the Applicant can secure an easement from the Spatola property owners to permit the construction of the off-site drainage improvements on the Spatola property, Applicant shall complete those drainage improvements.
3. In all other respects, Resolution 2022-07 is reaffirmed and ratified subject only to the modifications to same as set forth in this Resolution.

**[THIS SPACE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]**

NEW BRITAIN TOWNSHIP  
BUCKS COUNTY,  
PENNSYLVANIA  
**RESOLUTION NO. 2022-23**

**DULY ADOPTED** this 17th day of October, 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





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

**BOARD MOTION**

**Date:** October 17, 2022

**I MOVE THAT:** The Board approve Resolution 2022-24: Public Improvement Dedication for New Britain Woods, per the attachments.

**Presented By:** \_\_\_\_\_

**Seconded By:** \_\_\_\_\_



October 12, 2022

File No. 06-03141-01

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

Reference: New Britain Woods, Dedication Recommendation  
Toll Brothers

Dear Matt:

Representatives from our office performed a final site observation of the completed public improvements for the above-referenced project. Upon review, we have found the punchlist items from our May 23, 2022 Pre-Dedication Punchlist letter to be satisfactorily addressed. The public improvements include Haines Court and Rowland Lane rights-of-way, and easements over the existing rights-of-way of Barclay Road and Township Line Roads, including storm sewer within the right-of-way, regulatory signage, etc. as applicable.

It is our understanding that the Township Solicitor has confirmed that the Maintenance Bond #107648562 with The Travelers Casualty and Surety Company of America in the amount of \$305,602.60 signed and sealed September 28, 2022, is acceptable.

Therefore, we have no objection to the Township formally accepting dedication of the new streets via resolution and starting the 18-month maintenance period. Our office will forward the paperwork recommending release of the performance bond in exchange for the aforementioned maintenance bond under separate cover.

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

Sincerely,

A handwritten signature in black ink that reads "Janene Marchand".

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

JM/sl

cc: Michael Walsh, Assistant Manager  
Randy Teschner, Fire Marshal  
Ryan Cressman, Public Works Superintendent  
Jeffrey P. Garton, Esq., Begley, Carlin, & Mandio  
Seth Pellegrini, Toll Brothers  
Craig D. Kennard, P.E., E.V.P., Gilmore & Associates, Inc.  
Brian Dusault, Construction Services Manager, Gilmore & Associates, Inc.

**RESOLUTION NO. 2022-24**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF NEW BRITAIN ACCEPTING THE DEDICATION OF CERTAIN PUBLIC IMPROVEMENTS CONTAINED IN THE SUBDIVISION KNOWN AS NEW BRITAIN WOODS, AND FURTHER ESTABLISHING CONDITIONS PRECEDENT TO THE ACCEPTANCE OF DEDICATION OF THOSE IMPROVEMENTS**

**WHEREAS**, the Township of New Britain has received a request from the Developer of a subdivision known as New Britain Woods, to accept dedication of certain public improvements contained therein; and

**WHEREAS**, the Pennsylvania Municipalities Planning Code requires the Township of New Britain to accept dedication of said public improvements so long as the conditions precedent have been satisfied and the public improvements are ready for dedication.

**NOW THEREFORE**, be it resolved and enacted by the Board of Supervisors of the Township of New Britain and it is hereby resolved and enacted by the authority of same as follows:

1. New Britain Township herein accepts dedication of certain public improvements contained in the project known as New Britain Woods, which said public improvements to be dedicated are noted on the final plans and may include streets, open space, and other public improvements.

2. New Britain Township further authorizes the recording of a Deed of Dedication with the Bucks County Recorder of Deeds Office upon the following conditions:

a. The delivery of a Maintenance Bond in an amount to be determined by the Township Engineer that complies with the terms and conditions of the Development Agreement executed between the Township and the Developer;

b. The certification from the Township Engineer that there are no encroachments on any of the properties to be dedicated to the Township;

c. The certification from the Township Engineer that the improvements to be dedicated are ready for dedication;

d. The receipt of a title insurance policy naming the Township of New Britain as the insured owner in the amount of Fifty Thousand Dollars (\$50,000.00), which said title insurance policy certifies that the Township is receiving the improvements to be dedicated hereunder free and clear of any liens, and that all taxes and other claims which may be outstanding against the said public improvements have been paid and satisfied;

e. The payment of all outstanding bills and obligations owed to the Township by the Developer including those anticipated by virtue of the dedication of the public improvements contemplated herein;

f. All homes are occupied with final certificates of occupancy, and there are no outstanding temporary certificates of occupancies for any homes constructed in New Britain Woods;

g. The payment of all maintenance funds, if any, etc., as required by the Development Agreement, and;

h. The developer provides a list of tax parcel numbers for all open space, if any, to be dedicated to the Township.

3. Developer acknowledges that all Improvements shall be constructed in accordance with the Plan, the Stipulation, and this Agreement. Prior to approval of and/or acceptance of dedication of the Improvements by the Township and during the Maintenance Period, Developer shall be responsible for all maintenance of the Improvements including, but not limited to, normal repairs and upkeep, lawn mowing, and snow and ice removal. Developer also acknowledges that



upon completion of construction and/or completion of the Maintenance Period, a homeowner's association or individual lot owners shall maintain all Improvements not dedicated to and accepted by Township in good repair, including, but not limited to, storm water facilities, signage, buffering, curbing, sidewalks, retaining walls, light standards, parking spaces including striping of same, fire lanes including striping of same, landscaping, and paved areas in accordance with Township ordinances, codes, rules, and regulations. Developer's obligation to repair, replace, and maintain the foregoing-described Improvements shall be deemed a covenant to run with the land and shall be binding upon Developer, its heirs, successors and assigns.

4. The Township Solicitor and the Township Manager are herein authorized on behalf of the Board of Supervisors to file with the Recorder of Deeds Office of Bucks County, the Deed of Dedication upon the satisfactory completion of all conditions as set forth herein.

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NEW BRITAIN TOWNSHIP  
BUCKS COUNTY,  
PENNSYLVANIA  
**RESOLUTION NO. 2022-24**

**DULY ADOPTED** this 17th day of October, 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 Chair

\_\_\_\_\_  
Cynthia M. Jones, Member

\_\_\_\_\_  
MaryBeth McCabe, Esq., Member

\_\_\_\_\_  
Stephanie Shortall, Member



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

**BOARD MOTION**

**Date:** October 17, 2022

**I MOVE THAT:** The Board authorize advertisement of Ordinance 2022-11-05: Zoning Amendment – Stormwater Amendment.

**Presented By:** \_\_\_\_\_

**Seconded By:** \_\_\_\_\_



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

**BOARD MOTION**

**Date:** October 17, 2022

**I MOVE THAT:** The Board approve RoadWay pavement AI Expense for road paving plan, per the attachments.

**Presented By:** \_\_\_\_\_

**Seconded By:** \_\_\_\_\_



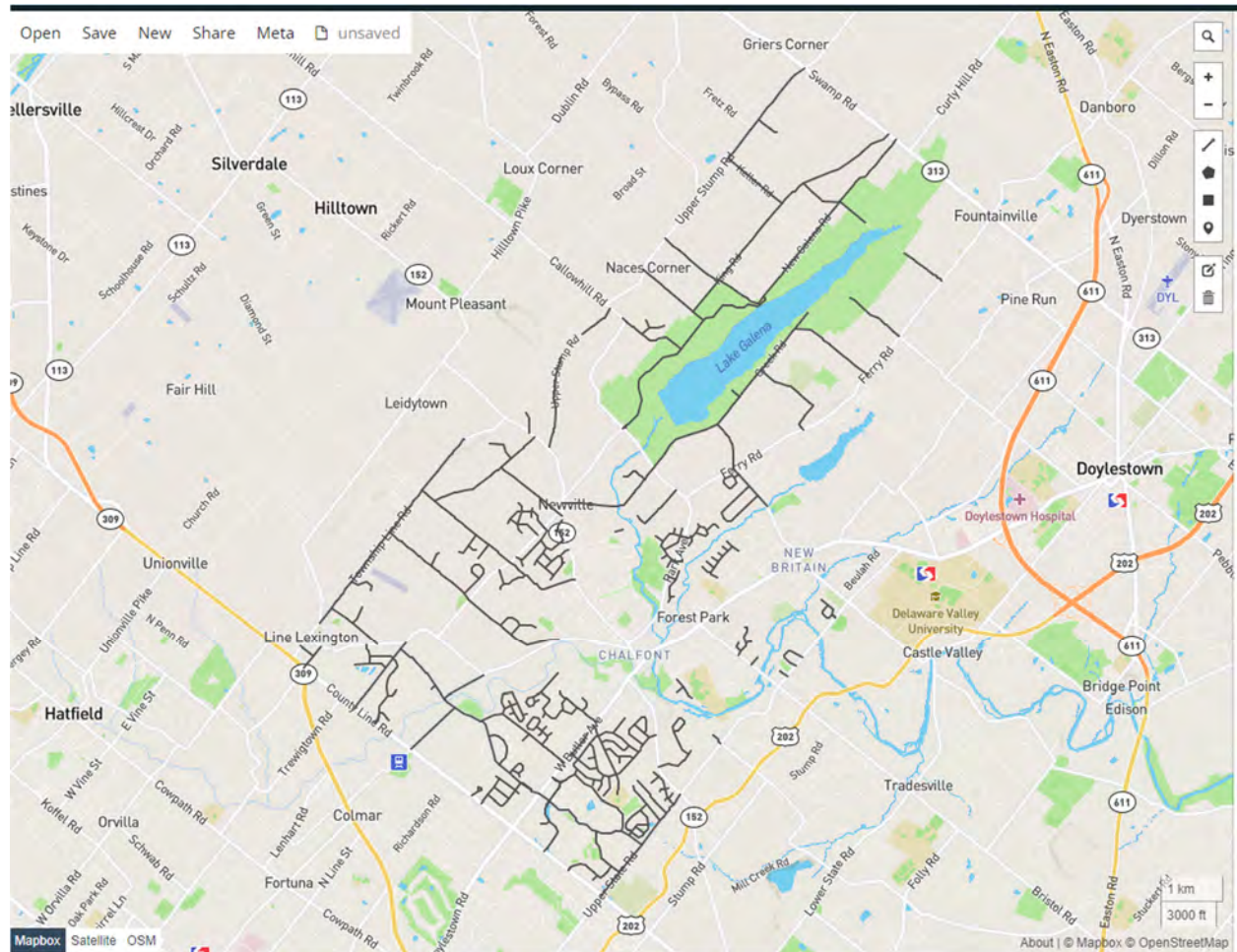
# MEMO



**TO:** Board of Supervisors  
**FROM:** Matt West, Township Manager  
**DATE:** October 13, 2022  
**RE:** RoadWay Pavement AI

Staff have been working on developing a road paving plan (Plan) for all Township-owned roads that uses the power of a Geographic Information System (GIS) to create a data set that prioritizes roadways based on needed improvements. The foundation of the Plan is a GIS data set that generates a roadway surface condition utilizing a surface condition analysis developed by RoadBotics, Inc. As illustrated by Figure 1, staff have submitted to RoadBotics, Inc. a verified road centerline file for all Township-owned roads, which resulted in a total length of 60 miles.

**Figure 1: Verified Road Centerlines for New Britain Township**



Now that the road centerline data has been submitted to RoadBotics, they will develop a turn-by-turn navigation system that utilizes a windshield-mounted mobile device to collect the road surface conditions. Every mile of roadway will need to be driven to collect the road surface

conditions. Once collected and submitted to RoadBotics, the data will be used to generate a conditions assessment to be provided to the Township as a GIS file. The GIS file will be used as the foundation for the Plan, to be developed by staff in coordination with the Township Engineer.

Based on the road centerline data submitted, the total cost for RoadBotics to develop and provide the application for the Township is \$6,000. This project is included in the 2022 budget and is to be funded by the Liquid Fuels Fund. In addition to completing the assessment in 2023, staff recommends the Township continue completing this assessment every 2-3 years in order to keep the Plan up-to-date.

Staff are excited to utilize this technology to assist the Township in continued evaluation of needed infrastructure improvements. To learn more about the technology, please visit: <https://www.roadbotics.com/roadway-pavement-ai/>



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

**BOARD MOTION**

**Date:** October 17, 2022

**I MOVE THAT:** The Board approve the First Amendment to Conservation Easement for 123 Creek Road, per the attachments.

**Presented By:** \_\_\_\_\_

**Seconded By:** \_\_\_\_\_



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

October 13, 2022

File No. 18-01149

Jeffrey P. Garton, Esq.  
Begley, Carlin, & Mandio, LLP  
680 Middletown Boulevard  
Langhorne PA 19047

Reference: Labrozzi Tract – Natural Resource Easement Amendment Exhibit  
123 Creek Road, TMP #26-011-005

Dear Jeff:

The existing 16.17 acres parcel is a through lot with frontage on both Creek Road and East Peace Valley Road, within the WS – Watershed District. The Applicant and owners, David & Melanie Labrozzi, propose to amend the existing conservation easement to install a stream crossing to access the area of their property bisected by an unnamed tributary. Pursuant to your request, Gilmore & Associates, Inc. has reviewed the following information related to the proposed Conservation Easement Amendment for the above-referenced project:

- “Description of Revised Conservation Easement over lands n/f of Dave & Melanie Labrozzi TMP 26-11-5 and Located in New Britain Township, Bucks County, Pennsylvania” (“Description”) dated October 11, 2022 by Matthew D. Kelly, P.L.S., unsigned Draft
- Revised Conservation Easement: TMP 26-11-5 prepared by Nave Newell, Inc. for 123 Creek Road, dated October 12, 2022, sheet 1 of 1, unsealed

Upon review, we find the “Description” and “Revised Conservation Easement: TMP 26-11-5” to be acceptable. The legal description and exhibit shall be finalized, signed and sealed. The hard copies shall be included within the Amended Conservation Easement Agreement to 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

Attachments: “Description” and “Revised Conservation Easement: TMP 26-11-5”

Ecc. Matthew West, Township Manager  
Michael Walsh, Assistant Manager  
Ryan Gehman, Assistant Planning and Zoning Officer  
Ryan Cressman, Public Works Superintendent  
David M. & Melanie D. Labrozzi, Owner/ Applicant  
Greg Newell, P.E., Nave Newell, Inc.  
Craig D. Kennard, P.E., E.V.P., Gilmore & Associates, Inc.

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





Nave Newell No. 2021-039.00

**DESCRIPTION OF REVISED  
CONSERVATION EASEMENT OVER LANDS  
NOW OR FORMERLY OF DAVE & MELANIE LABROZZI  
TMP 26-11-5 AND LOCATED IN  
NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN tract or parcel of land, situate in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania, more particularly described herein, and shown as "Revised Conservation Easement" on an exhibit plan entitled in part "Revised Conservation Easement: TMP 26-11-5", prepared by Nave Newell, Inc. for Dave and Melanie Labrozzi dated October 12, 2022, bound and described as follows:

**BEGINNING AT A POINT** along the southwest legal right-of-way of Creek Road, at a common corner of Lands N/F (now or formerly) of Dave & Melanie Labrozzi & Lands N/F of Andrew T. III (3) & Barbara B. Skapura, in bed of Creek Road; thence,

- 1) South 51°24'00" East a distance of 675.36 feet along the line of the Skapura property and later the property of N/F George M. & Anne Terkanian to a point and common property corner of N/F David & Alice Lawler; thence along the same, **(L1)**
- 2) South 38°36'00" West a distance of 199.53 feet to a point; thence along the same, **(L2)**
- 3) South 51°24'00" East a distance of 642.45 feet to a point located in the bed of Peace Valley Road; thence along the bed of Peace Valley Road, **(L3)**
- 4) South 42°31'00" West a distance of 30.07 feet to a point; thence through the lands N/F Dave & Melanie Labrozzi, **(L4)**
- 5) North 51°24'00" West a distance of 393.90 feet to a point; thence, **(L5)**
- 6) South 46°18'43" West a distance of 400.46 feet to a point; thence, **(L6)**
- 7) South 51°24'00" East a distance of 420.47 feet to a point in the bed of Peace Valley Road, thence along the bed of Peace Valley Road, **(L7)**



- 8) South 42°31'00" West a distance of 38.59 feet to a point, said point being the corner of the lands N/F Gavin J. & Lynne Lingo; thence along the same as well as lands N/F Kenneth J. & Denise M. Carr, **(L8)**
- 9) North 51°24'00" West a distance of 1272.80 feet to a point in the bed of the aforementioned Creek Road; thence along the bed of Creek Road, **(L9)**
- 10) North 37°28'00" East a distance of 347.30 feet to a point; thence through the lands N/F Dave & Melanie Labrozzi, **(L10)**
- 11) South 55°13'59" East a distance of 50.34 feet to a point; **(L11)**
- 12) South 05°41'57" East a distance of 72.65 feet to a point; **(L12)**
- 13) South 35°05'42" West a distance of 62.72 feet to a point; **(L13)**
- 14) South 07°02'27" West a distance of 117.49 feet to a point; **(L14)**
- 15) South 21°57'39" East a distance of 80.50 feet to a point; **(L15)**
- 16) South 44°33'10" East a distance of 151.14 feet to a point; **(L16)**
- 17) South 83°43'03" East a distance of 222.58 feet to a point; **(L17)**
- 18) North 62°39'53" East a distance of 121.40 feet to a point; **(L18)**
- 19) North 22°48'20" West a distance of 15.92 feet to a point; **(L19)**
- 20) North 67°11'40" East a distance of 6.26 feet to a point; **(L20)**
- 21) Along a curve to the right having a radius of 18 feet, an arc length of 22.67 feet, and a chord bearing of South 76°43'31" East, and chord distance of 21.20 feet to a point; **(C1)**
- 22) South 40°38'42" East a distance of 92.29 feet to a point; **(L21)**
- 23) South 49°21'18" West a distance of 6.00 feet to a point; **(L22)**
- 24) South 40°38'42" East a distance of 14.00 feet to a point; **(L23)**
- 25) South 49°21'18" West a distance of 7.25 feet to a point; **(L24)**
- 26) South 40°38'42" East a distance of 12.00 feet to a point; **(L25)**
- 27) North 49°21'18" East a distance of 10.25 feet to a point; **(L26)**
- 28) South 40°38'42" East a distance of 11.00 feet to a point; **(L27)**
- 29) North 49°21'18" East a distance of 3.14 feet to a point; **(L28)**



- 30) South 44°45'27" East a distance of 142.72 feet to a point; **(L29)**
- 31) North 45°52'59" East a distance of 10.00 feet to a point; **(L30)**
- 32) North 44°45'48" West a distance of 142.11 feet to a point; **(L31)**
- 33) North 49°21'18" East a distance of 2.85 feet to a point; **(L32)**
- 34) North 40°38'42" West a distance of 11.00 feet to a point; **(L33)**
- 35) North 49°21'18" East a distance of 10.25 feet to a point; **(L34)**
- 36) North 40°38'42" West a distance of 12.00 feet to a point; **(L35)**
- 37) South 49°21'18" West a distance of 10.20 feet to a point; **(L36)**
- 38) North 40°56'28" West a distance of 11.00 feet to a point; **(L37)**
- 39) South 49°21'18" West a distance of 2.99 feet to a point; **(L38)**
- 40) North 40°38'42" West a distance of 95.29 feet to a point; **(L39)**
- 41) Along a curve to the left having a radius of 28.00 feet, an arc length of 35.26 feet, and a chord bearing of North 76°43'31" West a chord distance of 32.98 feet to a point; **(C2)**
- 42) South 67°11'40" West a distance of 6.26 feet to a point; **(L40)**
- 43) North 84°49'46" West a distance of 29.06 feet to a point; **(L41)**
- 44) North 10°57'11" West a distance of 75.23 feet to a point; **(L42)**
- 45) North 33°39'25" West a distance of 52.33 feet to a point; **(L43)**
- 46) North 70°55'14" West a distance of 43.31 feet to a point; **(L44)**
- 47) North 14°25'08" East a distance of 78.54 feet to a point; **(L45)**
- 48) North 34°40'13" West a distance of 69.04 feet to a point; **(L46)**
- 49) North 46°32'55" West a distance of 102.89 feet to a point; **(L47)**
- 50) South 17°02'49" West a distance of 115.33 feet to a point; **(L48)**
- 51) North 72°27'45" West a distance of 62.61 feet to a point; **(L49)**
- 52) South 63°29'49" West a distance of 38.46 feet to a point; **(L50)**
- 53) North 71°23'18" West a distance of 29.62 feet to a point; **(L51)**
- 54) South 61°53'40" West a distance of 61.52 feet to a point; **(L52)**
- 55) North 10°21'45" West a distance of 108.63 feet to a point; **(L53)**




- 56) North 27°16'32" West a distance of 134.65 feet to a point; **(L54)**
- 57) North 37°28'00" East a distance of 257.24 feet to the first mentioned **POINT AND PLACE OF BEGINNING. (L55)**

CONTAINING in area 436,055+/- square feet or 10.01 acres



Date: October 13, 2022

  
Matthew D. Kelly  
Professional Land Surveyor  
Pennsylvania License No. SU075449







October 12, 2022

VIA FEDEX NEXT PM (215) 822-1391 and Email

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

Reference: 123 Creek Road, TMP #26-011-005  
*Proposed Stream Crossing – Conservation Easement Amendment*  
*New Britain Township, Bucks County, PA*  
*Nave Newell No. 2021-039.00*

Dear Mr. West:

On behalf of our client, David Labrozzi, we are providing the following documents in support of the amended Conservation Easement associated with a proposed stream crossing for the 123 Creek Road property located in New Britain Township, Bucks County, PA:

1. Stream Crossing Exhibit, Lands N/F David M. & Melanie D. Labrozzi, 123 Creek Road, last revised October 12, 2022;
2. Conservation Easement – Inset 1, 123 Creek Road, last revised October 12, 2022;
3. Conservation Easement – Inset 2, 123 Creek Road, last revised October 12, 2022;
4. Description of Revised Conservation Easement Over Lands Now or Formerly of Dave & Melanie Labrozzi, TMP 26-11-5, dated October 12, 2022, and
5. Exhibit "Revised Conservation Easement: TMP 26-11-5", dated October 12, 2022, to accompany the legal description of the revised Conservation Easement.

We are in receipt of the review letter from Gilmore & Associates, Inc. dated September 21, 2022 and we offer the following responses in corresponding order:

C. Review Comments

1. A natural resource easement was established over the existing parcel as part of the building permit for the existing dwelling to preserve the riparian buffer, woodlands, wetlands, and steep slopes. The easement is detailed on an Exhibit Plan entitled Proposed Conservation Easement Over Lands N/L of Dave & Melanie Labrozzi TMP 26-11-5 as prepared by Carroll Engineering Corp., dated March 28, 2018 and last revised June 8, 2018. The recorded easement is attached for reference and the Stream Crossing Exhibit shall reference the existing easement and exhibit.  
Response: The Stream Crossing Exhibit now references the existing easement and exhibit in Note 4.
2. We recommend the proposed path be field located to avoid tree disturbance, then a survey completed after installation to determine the extent of the easement area. The easement location exhibit and legal description could then be created based on the installed location of the path to preserve as much woodlands area as possible.



Matt West  
Nave Newell No. 2021-039.00  
October 12, 2022  
Page 2

Response: Mr. Labrozzi does not plan to remove any living trees to create the proposed path illustrated on the Stream Crossing Exhibit as part of the amended Conservation Easement excluded area. Equipment used to construct the crossing, and lawn/property maintenance equipment that will use the crossing, will maneuver around trees to reach the crossing.

The path is shown because the amended Conservation Easement must include a travel path to the crossing area. As indicated in Note 2 of the Stream Crossing Exhibit, the travel path will remain in a natural state, with the exception of any wet areas, which may be stabilized with wood chips. With the exception of the gravel at the stream crossing, no impervious/semi-impervious materials will be used.

3. Existing vegetation to remain shall be made part of the tree protection zone and shall be protected with a four-foot high, orange construction fence. The extent of tree removal for the path and stream crossing should be shown on the plan. The path shall be marked out in advance and the Township shall review the number and size of trees to be removed which shall be replaced on a caliper inch basis.

Response: As noted in the response to Comment 2, there will not be a formal path, so no tree removal is planned and orange construction fence is not needed.

4. Legal descriptions for the proposed exception and additional easement area shall be submitted to our office for review and approval.

Response: A legal description of the proposed amended Conservation Easement is enclosed. The insets accompanying the Stream Crossing Exhibit note the proposed exception and additional easement areas, and the legal description indicates the overall proposed amended Conservation Easement area, which is 455 square feet greater in area than the current recorded Conservation Easement.

5. Concrete monuments should be provided along the modified easement. A written certification letter from a professional land surveyor shall be provided prior to the recording of the easement indicating that the monuments and markers have been installed in accordance with the plan unless financial security is posted as a guarantee for the improvements.

Response: Craig Kennard of Gilmore & Associates, Inc. and Gregory Newell of Nave Newell, Inc. discussed the nature of the project, and given that there will not be a formal path, it was decided that concrete monuments are not needed at this time.

6. The following plan comments shall be addressed:

- a. The plan shall list the bearings for all lines and the chord bearing and distance for all arcs.

Response: The exhibit **"Revised Conservation Easement: TMP 26-11-5"**, which accompanies the legal description, lists the bearings and distances. Inset 1 and 2, which accompany the Stream Crossing Exhibit, have been updated with the bearing and distance information.



Matt West  
Nave Newell No. 2021-039.00  
October 12, 2022  
Page 3

- b. The areas of the exception area and the area to be added to the easement should be noted on the plan to verify the areas to be swapped are equal.  
Response: The exception area and area to be added to the Conservation Easement are noted on the Insets 1 and 2. The overall proposed amended Conservation Easement area is provided with the legal description, and is 455 square feet greater in area than the current recorded Conservation Easement.
- c. Tie distances for the exception and new area should be provided on the plan.  
Response: The legal description and the accompanying exhibit "**Revised Conservation Easement: TMP 26-11-5**" show the appropriate distances from the point of beginning.
- d. The plan does not show a riprap apron on the downstream side of the culvert pipe. If a riprap apron is required, it should be included in the exception area.  
Response: The proposed design does not include a riprap apron on the downstream side of the culvert, as PADEP requested that the design shows the culvert invert six inches below the stream bed elevation and backfilled with native streambed material.

We look forward to discussing the proposed stream crossing and revised Conservation Easement at the October 17, 2022 Board of Supervisors meeting. Please contact Gregory Newell or me at (610) 265-8323 (or by email [gnewell@navenewell.net](mailto:gnewell@navenewell.net), [pmaz@navenewell.com](mailto:pmaz@navenewell.com)) with any questions.

Sincerely,

A handwritten signature in black ink that reads "L. Paige Maz". The signature is written in a cursive, flowing style.

L. Paige Maz, PE  
Senior Project Engineer

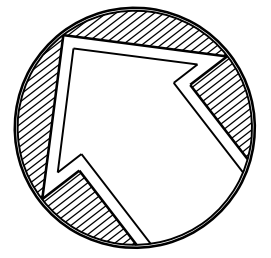
LPM/jjh

Enclosure

cc: David Labrozzi (hard copy with enclosure & email)  
Michael Walsh, Assistant Manager | New Britain Township (email)  
Ryan Gehman, Assistant Zoning and Planning Officer | New Britain Township (email)  
Ryan Cressman, Public Works Superintendent | New Britain Township (email)  
Jeffrey P. Garton, Esquire | Begley, Carlin & Mandio, LLP (email)  
Craig D. Kennard, PE, E.V.P. | Gilmore & Associates, Inc. (email)  
Janene Marchand, PE | Gilmore & Associates, Inc. (email)

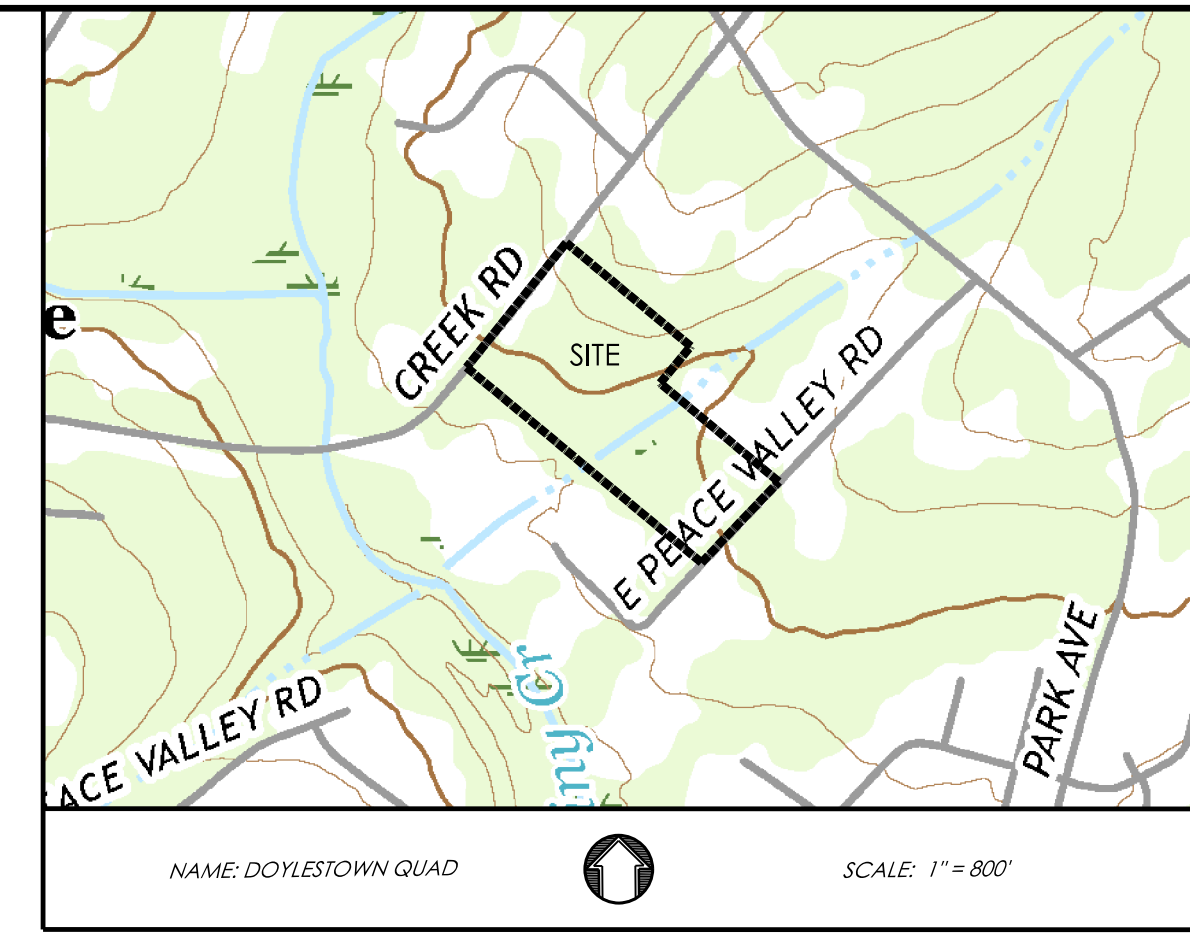
K:\21proj\21039\_123 Creek Road\RevResp\Township\West\_Itr\_22-10-12.docx





LEGEND

- PROPERTY LINE
- NEW PROPOSED LOT LINE
- BUILDING SETBACK LINE
- RIPARIAN BUFFER LINE
- SOILS BOUNDARY LINE
- EXISTING FENCE
- EXISTING LIGHT
- EXISTING AC UNIT
- EXISTING INLET
- EXISTING BUILDING
- EXISTING TREELINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING WETLANDS
- EXISTING CONSERVATION EASEMENT
- PROPOSED CONSERVATION EASEMENT ADJUSTMENT
- PROPOSED PATH TO STREAM CROSSING
- PROPOSED STREAM CROSSING WITH 60" CMP



**Nave NEWELL**

900 West Valley Road - Suite 1100  
 P.O. Box 2658323 - 610 265 4299  
 www.navenewell.com

no.	description	date	checked by
1	REVISION PER TOWNSHIP ENGINEER 9/21/2022 REVIEW	10/12/22	LPM

REVISIONS

DATE: 10/12/22

BY: LPM

PROJECT NO: 2021-039

DATE: 8/23/22

SCALE: 1" = 50'

SHEET NO: 1 of 1

**STREAM CROSSING EXHIBIT**

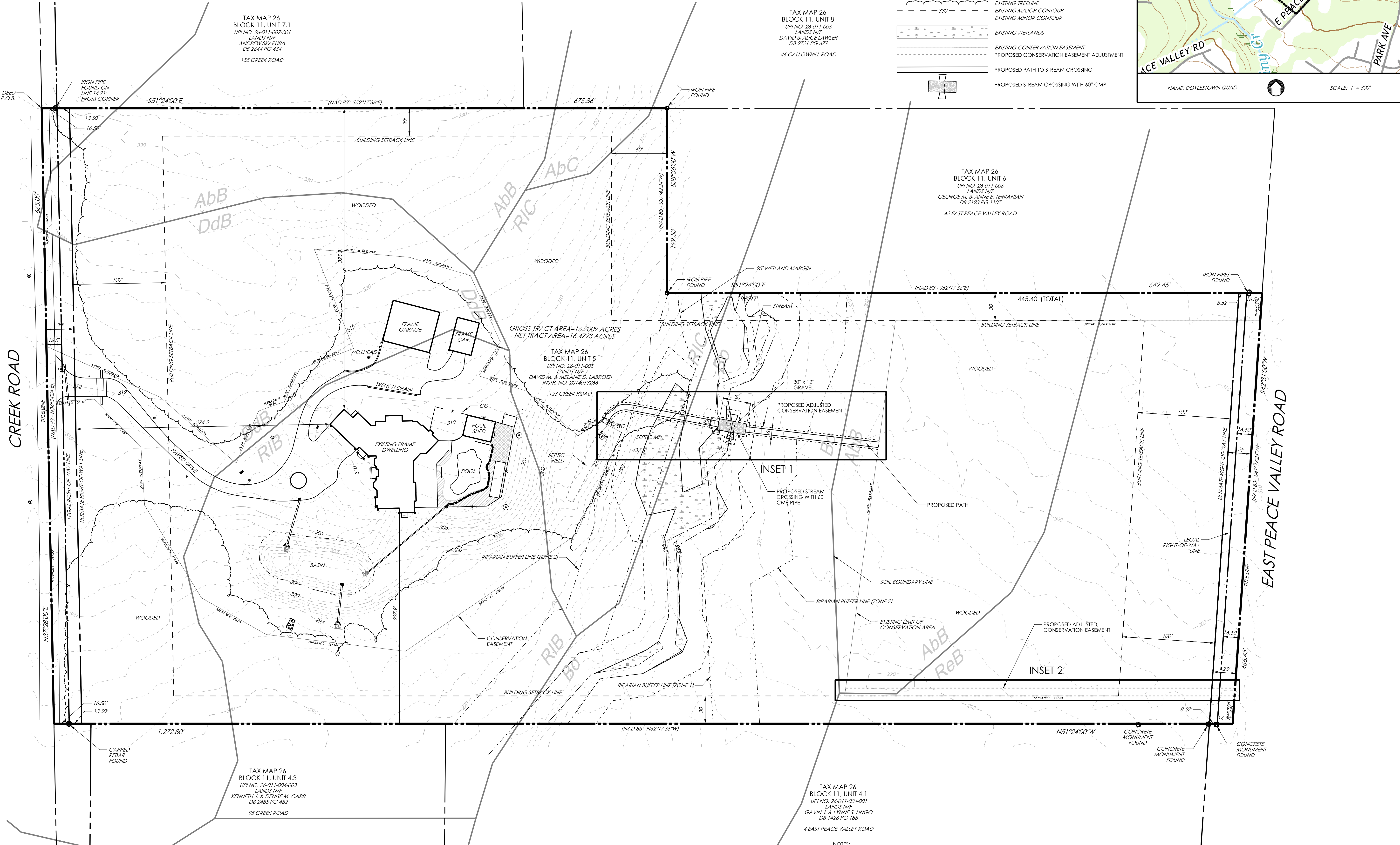
LANDS N/F  
**DAVID M. & MELANIE D. LABROZZI**  
 123 CREEK ROAD  
 TAX MAP 26, BLOCK 11, UNIT 5

TOWNSHIP OF NEW BRITAIN, BUCKS COUNTY, PA.

PROJECT NO: 2021-039  
 DATE: 8/23/22  
 SCALE: 1" = 50'

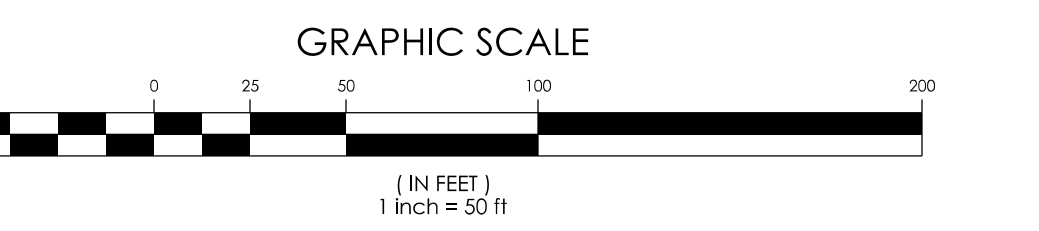
DRAWN BY: DK  
 CHECKED BY: LPM  
 APPROVED BY: GCN

1 of 1



A  
B  
C  
D  
E  
F

PROJECT SERIAL NO. 20211271398  
 CALL BEFORE YOU DIG!  
 PENNSYLVANIA LAW REQUIRES  
 3 WORKING DAYS NOTICE FOR  
 CONSTRUCTION PHASE AND 10 WORKING  
 DAYS IN DESIGN STAGE - STOP CALL  
 Pennsylvania One Call System, Inc.  
 1-800-242-1776



- NOTES:
- THE PROPOSED STREAM CROSSING RECEIVED GENERAL PERMIT 7 REGISTRATION APPROVAL AND FEDERAL AUTHORIZATION ON NOVEMBER 18, 2021.
  - PROPOSED PATH SHOWN IS TO DELINEATE THE TRAVEL PATH OF EQUIPMENT FOR LAWN/PROPERTY MAINTENANCE. AREAS NEEDING STABILIZATION FOR EQUIPMENT WILL HAVE WOOD CHIPS APPLIED; OTHER AREAS OF TRAVEL PATH WILL REMAIN IN THE NATURAL STATE.
  - CONSERVATION EASEMENT WILL BE ADJUSTED TO REMOVE THE AREA OF STREAM CROSSING AND PATH, AND TO PRESERVE THE TOTAL EASEMENT AREA BY ADDING TO THE EASEMENT IN THE SOUTHEASTERN PORTION OF THE PROPERTY.
  - THERE IS AN EXISTING CONSERVATION EASEMENT "DESCRIPTION OF A CONSERVATION EASEMENT OVER LANDS N/F OF DAVID & MELANIE LABROZZI, TWP 26-11-5, LOCATED IN NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PA," AND ACCOMPANYING EXHIBIT, "PROPOSED CONSERVATION EASEMENT OVER LANDS N/F OF DAVID & MELANIE LABROZZI, TWP 26-11-5," BOTH PREPARED BY CARROLL ENGINEERING CORPORATION, DATED MARCH 28, 2018 AND LAST REVISED JUNE 8, 2018. THIS EXHIBIT PROPOSES TO REVISE THE CONSERVATION EASEMENT FOR THE STREAM CROSSING.

**SOILS LEGEND:**  
 SOILS INFORMATION OBTAINED FROM THE USDA-NRCS WEB SOIL SURVEY. SURVEY PERFORMED ON FEBRUARY 23, 2022.

Abb ABBOTTSTOWN SILT LOAM, 3 TO 8 PERCENT SLOPES  
 Abc ABBOTTSTOWN SILT LOAM, 8 TO 15 PERCENT SLOPES  
 Ro BOWMANVILLE-KAHLERS SILT LOAMS  
 Dc DOLLESTOWN SILT LOAM, 3 TO 8 PERCENT SLOPES  
 ReB READINGTON SILT LOAM, 3 TO 8 PERCENT SLOPES  
 Rib REAVILLE CHANNERY SILT LOAM, 3 TO 8 PERCENT SLOPES  
 Ric REAVILLE CHANNERY SILT LOAM, 8 TO 15 PERCENT SLOPES









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

**BOARD MOTION**

**Date:** October 17, 2022

**I MOVE THAT:** The Board authorize advertisement of the Coleman property Demolition Bid.

**Presented By:** \_\_\_\_\_

**Seconded By:** \_\_\_\_\_



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

**BOARD MOTION**

**Date:** October 17, 2022

**I MOVE THAT:** The Board approve the purchase of a new play structure for North Branch Park, per the attachments.

**Presented By:** \_\_\_\_\_

**Seconded By:** \_\_\_\_\_





# MEMO

---

**TO:** Matt West, Township Manager  
**FROM:** Chelle Clancy, Parks & Recreation Coordinator  
**DATE:** October 13, 2022  
**RE:** North Branch Park Playground Equipment : Recreation Resource

---

In October of 2021, the Board approved the purchase of Playground Equipment for North Branch Park. Due to the long delays and still no concrete timeframe from the vendor, Township has cancelled the playground equipment order with Lyon's Recreation. The full refund has already been received by the township.

Township has met with Recreation Resource and has received a new proposal (see attached).

For reference, township includes a comparison review of the two quotes (also attached).

The Park & Recreation Advisory Board has provided their approval to the quote from Recreation Resource. Please review and gather the Board of Supervisors approval to the Recreation Resource Quote.

503 N. Walnut Road Bldg 200  
Kennett Square, PA 19348

610-444-4402 1-800-220-4402

FAX: 610-444-3359

E-mail: info@recreation-resource.com

Website: www.recreation-resource.com

DATE	Quote No.
10/10/2022	Q22-526

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the Purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TO:

New Britain Townahip

Matt West

mwest@newbritaintownship.org

Appropriate State Sales Tax Will Be Added Upon Ordering If Applicable

Quote valid for 30 days. If past 30 days, contact us to verify pricing.

REP
Steve

ITEM	DESCRIPTION	QTY	UOM	UNIT	TOTAL
	RE: North Branch Park				
BCI	Burke SY-3097 Play Structure, Ages 5-12yrs			33,991.00	33,991.00
BCI	Burke 2022 Fall in Love with Play Sale Discount *Must order by December 22, 2022 and ship by April 7, 2023			-10,401.00	-10,401.00
BCI	Burke 3-Bay 3.5" OD Arch Swing, (2) Belt Seats, (2) Tot Seats, (1) Freedom Seat			6,116.00	6,116.00
BCI	Burke Novo Welcome Sign, Ages 5-12	1	ea	363.00	363.00
BCI	Burke 6' StoneBorder with 2 Drive Pins, 12" x 6'	41	ea	80.00	3,280.00
Ship-PA	Estimated Freight			3,627.00	3,627.00
Zeager	WoodCarpet Safety Surface, 200 cy, Duraliner Fabric, Delivered			5,963.00	5,963.00
Install	Assembly and installation of play equipment and spreading of woodcarpet			18,315.00	18,315.00
Notes	*** Installation services are likely to cause dirt on pavement and/or damage to grass/turf from a paved access point to the install location, along with grass/dirt surrounding the work site. Unless specifically stated above, site restoration (smoothing, reseeding, etc.) is not included. ***			0.00	0.00

To Accept Order, Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
 Quote is based upon shipment of all items to a single destination, unless noted.  
 Changes subject to price adjustment. Your signature here accepts all of our terms & conditions.  
 A deposit or payment in full may be required to place your order.  
 There is a 3% service charge for orders that are paid by credit card.

<b>TOTAL</b>
--------------





# Quote

503 N. Walnut Road Bldg 200  
Kennett Square, PA 19348

610-444-4402 1-800-220-4402

FAX: 610-444-3359

E-mail: info@recreation-resource.com

Website: www.recreation-resource.com

DATE	Quote No.
10/10/2022	Q22-526

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the Purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TO:

New Britain Townahip

Matt West

mwest@newbritaintownship.org

Appropriate State Sales Tax Will Be Added Upon Ordering If Applicable

Quote valid for 30 days. If past 30 days, contact us to verify pricing.

REP
Steve

ITEM	DESCRIPTION	QTY	UOM	UNIT	TOTAL
------	-------------	-----	-----	------	-------

NOTES:

- Site prep is not included. This assumes the site is currently level and adheres to typical site conditions and that excavated solid from the site can be disposed of at the building site or within close proximity. Excavation beyond the normal standard due to rock, debris, old foundations, etc. shall incur additional charges.
- Does not include any additional licenses or permits (if required) - if these are required, the cost to obtain them will be added to the final invoice.

Features	ALL Burke playground equipment comes with: - Industry-Leading "Generations Warranty™" - FREE Maintenance Kit and NPPS Safety Kit - UV-20 Protectant Molded into Fade-Free Slides and Roofs - KoreKonnnect™ Direct-Bolt Connections utilizing Stainless Steel Tamper-Resistant Hardware with Factory-Applied Threadlocker			0.00	0.00
LeadTime	Standard lead time approx. 5 to 6 weeks upon receipt of order with completed order processing form and color selection. This may vary, check with us prior to ordering. Installation (if requested) will be scheduled upon receipt of playground structure.			0.00	0.00

COSTARS 014-E22-249

To Accept Order, Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Quote is based upon shipment of all items to a single destination, unless noted.

Changes subject to price adjustment. Your signature here accepts all of our terms & conditions.

A deposit or payment in full may be required to place your order.

There is a 3% service charge for orders that are paid by credit card.

**PLEASE NOTE-OUR ADDRESS HAS CHANGED TO 503 N. WALNUT ROAD, SUITE 200, KENNETT SQUARE, PA 19348. PLEASE CHANGE YOUR DATABASE.**

<b>TOTAL</b>	<b>\$61,254.00</b>
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Color Themes

Posts

Accessories

Rotomold

1-Color HDPE

2-Color HDPE

Platforms





Color Themes

Posts

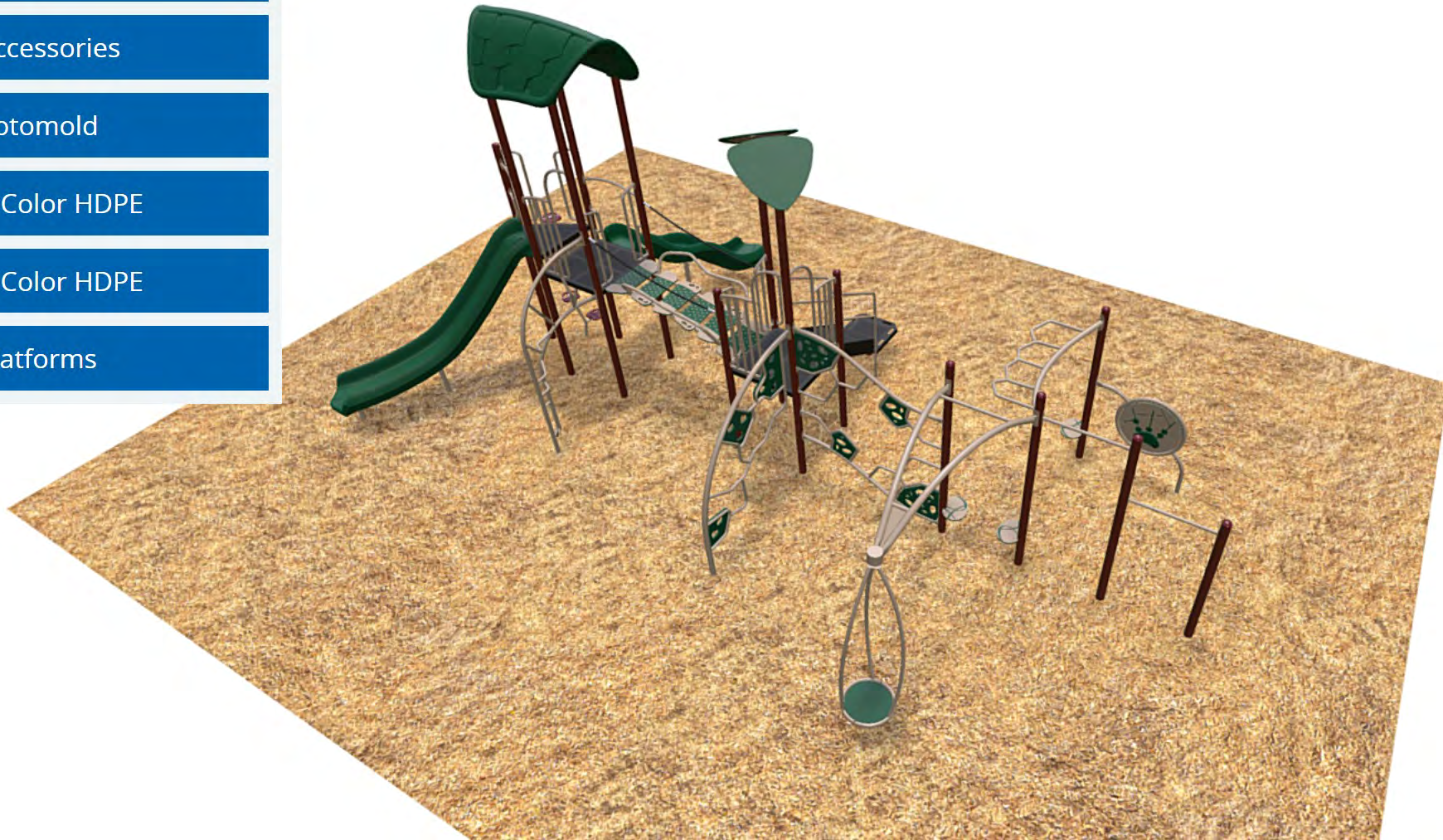
Accessories

Rotomold

1-Color HDPE

2-Color HDPE

Platforms



### North Branch Park Playground Equipment Comparison Review

Recreation Resource				Lyons Recreation					
DATE	QUOTE #	DETAIL	PRICE	DATE	QUOTE #	DETAIL	PRICE	PAID	REFUNDED
10/10/2022	Q22-526	Burke SY-3097 Play Structure, Ages 5-12yrs	\$ 23,590.00	1/28/2022	R0095215154	Miracle Recreation TotsChoiceX; 704S068J Sale Structure w/Free Freight	\$ 27,499.00	\$ 50,000.00	\$ 50,000.00
		Assembly and installation of play equipment and spreading of woodcarpet	\$ 18,315.00			Installation	\$ 19,030.00		
		WoodCarpet Safety Surface, 200 cy, Duraliner Fabric, Delivered	\$ 5,963.00			Miracle Recreation 3 1/2" OD Arch Swg w/6 S/P Seats MC	\$ 2,899.00		
		Burke Novo Welcome Sign, Ages 5-12	\$ 363.00			Freight	\$ 924.52		
		Burke 6' StoneBorder with 2 Drive Pins, 12" x 6'	\$ 3,280.00			Woodcarpet Engineered Wood Fiber (playground mulch) manufactured by Zeager Bros to cover 3,560 SF	\$ 3,590.50		
		Burke 3-Bay 3.5" OD Arch Swing (2) Belt Seats, (2) Tot Seats (1) Freedom Seat	\$ 6,116.00			Freight	\$ 899.92		
		Estimated Freight	\$ 3,627.00			7188526SW; Sale Structure w/Free Freight	\$ 700.00		
						Miracle Recreation Welcome Sign Ages 5-12, Freestanding; 787003	\$ 700.00		
						Miracle Recreation 6' Miracle timber 12" High w/2 30" Stakes	\$ 3,471.00		
						Miracle Recreation Timber Opening Kit-Recycled Black; 4403R	\$ 333.00		
				2/4/2022	R0095211188	ADA & Tot Seats	\$ 1,918.55	\$ -	\$ -
<b>GRAND TOTAL</b>			<b>\$ 61,254.00</b>				<b>\$ 61,265.49</b>	<b>\$ 50,000.00</b>	<b>\$ 50,000.00</b>

Recreation Resource Timing: Standard lead time approx. 5 to 6 weeks upon receipt of order with completed order processing form and color selection. This may vary, check with us prior to ordering. Installation (if requested) will be scheduled upon receipt of playground structure.

Township Notes: By going with Recreation Resource, Township will save \$11.49.

Additional Considerations: Consider instituting a penalty wherein a fee is taken off total of invoice or exchange for equipment surplus for playgrounds, aka swing seat, chain, etc.



# **INFORMATION ITEMS**





## Township of New Britain

Office of Code Enforcement

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September 2022

PERMITS ISSUED	26
BUILDING INSPECTION	83
United electrical	23
OCCUPANCY INSPECTIONS	41
RE-INSPECTION	11
COMMERCIAL FIRE INSPECTIONS	5
FIRE CALLS	Total 11
CHALFONT	9 plus (2 asst with hiltown )
DOYLESTOWN	0 plus (1asst with Hilltown )
DUBLIN	0
HILLTOWN	2 No Report Submitted

Chalfont Fire Company  
Chiefs Report - September 2022

Total # of Incidents - :        22

Types of Calls

1. Fire	5
2. Rescue and Medical assist	2
3. Hazardous Conditions	0
4. Service calls	0
5. Good Intent Call	10
6. Alarm System Calls	5
7. Special Incident	0
8. Severe Weather	0

Total Staff Hours for Calls                    153:39:00

Alarms per Municipality

Chalfont Boro	1
Doylestown Boro	1
Doylestown Twp	1
Dublin Boro	1
Montgomery Twp	7
New Britain Twp	11

Training and Maintenance Drills                    4

Total training hours	321:00:00	Total Available Points:	26
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TOTAL STAFF HRS FIRES AND TRAINING                    474:39:00

# Chalfont Chemical Fire Company

x

Chalfont, PA

This report was generated on 10/4/2022 2:09:35 PM

## Incidents per Zone for Date Range

Start Date: 09/01/2022 | End Date: 09/30/2022

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
<b>ZONE: 27 - Chalfont Boro</b>				
2022-15016	600 - Good intent call, other	09/01/2022	412 Elm Cir	34/74
Total # Incidents for 27:				1
<b>ZONE: 28 - Doylestown Boro</b>				
2022-15171	600 - Good intent call, other	09/04/2022	303 W State St	34/74
Total # Incidents for 28:				1
<b>ZONE: 29 - Doylestown Twp.</b>				
2022-15387	114 - Chimney or flue fire, confined to chimney or flue	09/07/2022	198 S Shady Retreat Rd	34/74
Total # Incidents for 29:				1
<b>ZONE: 31 - Dublin Boro</b>				
2022-15954	745 - Alarm system activation, no fire - unintentional	09/16/2022	6055 Swamp Rd	34/74
Total # Incidents for 31:				1
<b>ZONE: 47-MT - Montgomery Twp.</b>				
2022-15394	600 - Good intent call, other	09/08/2022	104 Edgar Allen Cir	34/74
2022-15898	611 - Dispatched & cancelled en route	09/15/2022	8 Douglas Rd	34/74
2022-16063	111 - Building fire	09/18/2022	515 Stump Rd	34/74
2022-16182	611 - Dispatched & cancelled en route	09/20/2022	125 Witchwood Dr	34/74
2022-16718	600 - Good intent call, other	09/29/2022	109 Guinness Ln	34/74
2022-16803	111 - Building fire	09/30/2022	640 Bethlehem Pk	34/74
2022-16807	111 - Building fire	09/30/2022	640 Bethlehem Pk	34/74
Total # Incidents for 47-MT:				7
<b>ZONE: 48 - New Britian Twp.</b>				
2022-15125	123 - Fire in portable building, fixed location	09/01/2022	15 Maple Ave	34/74
2022-15203	311 - Medical assist, assist EMS crew	09/05/2022	115 Harrison Forge Ct	34/74
2022-15282	745 - Alarm system activation, no fire - unintentional	09/06/2022	800 Manor Dr	34/74
2022-15310	322 - Motor vehicle accident with injuries	09/06/2022	Schoolhouse Rd/ RR Crossing	34/74
2022-15502	611 - Dispatched & cancelled en route	09/09/2022	522 Ferry Rd	34/74
2022-15541	600 - Good intent call, other	09/10/2022	400 Creek Rd	34/74
2022-15835	600 - Good intent call, other	09/14/2022	201 Park Ave	34/74
2022-16123	745 - Alarm system activation, no fire - unintentional	09/19/2022	248 Rue St Andre	34/74
2022-16303	745 - Alarm system activation, no fire - unintentional	09/22/2022	489 W Butler Ave	34/74
2022-16431	600 - Good intent call, other	09/24/2022	105 Ruth Ln	34/74

Only REVIEWED incidents included. Archived Zones cannot be unarchived.

emergencyreporting.com  
Doc Id: 380  
Page # 1 of 2

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2022-16577	745 - Alarm system activation, no fire - unintentional	09/27/2022	223 Forest Park Dr	34/74

Total # Incidents for 48:

11

**TOTAL # INCIDENTS:**

**22**

Only REVIEWED incidents included. Archived Zones cannot be unarchived.





# Doylestown Fire Company No. 1



Doylestown, PA

This report was generated on 10/4/2022 3:26:57 PM

## Incidents for Zone for Date Range

Zone(s): 48 - New Britain Township | Start Date: 09/01/2022 | End Date: 09/30/2022

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2022 - 15025	111 - Building fire	09/01/2022	15 Maple AVE	BC19,R19

Total # Incidents: 1

Only REVIEWED incidents included.



# Dublin Volunteer Fire Company

Month: **September 2022**

FIRE CALLS ANSWERED		OTHER PERTINENT INFORMATION	
Apartment			
Assists			
Engine		Time in Service	7 Hrs 41 Min
Field		Total Man Hours	50 Hrs 56 Min
Full Company		Average Call Length	22 min
Ladder			
Rescue			
Squad	1		
Tanker		Total Personnel	130
Accident with Fire		Average Personnel per Call	7
Alarm System	8		
Auto Extrication	3		
Auto Response	5	Borough/Township	
Barn			
Brush		Bedminister Township	2
Building		Dublin Borough	5
Chimney		East Rockhill Township	3
CO Alarm		Hilltown Township	5
Control Burn		New Britain Township	
Cover/Up		Plumstead Township	4
Cover/Up Assist		Perkaise Borough	1
Domestic Rescue		Nockamixon Township	1
Dwelling		Tinicum Township	
Electrial Wires in a Dwelling		Richland Township	
Fumes Outside	1	Springfield Township	
Fuel Spill		Haycock Township	
Gas Leak In Dwelling			
Hazardous Material			
Investigation	1		
Marine Rescue			
Rubish			
Special Assignment			
Stand by Accident	2		
Vehicle Fire			
Wires			
Water Flow Alarm			
Total Number of Calls	21	Total Numbe of Calls	21

Signature of Chief

*Nora Nugent*



## New Britain Township

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

## Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2022-12521-B1	09/12/2022	4 DEERPATH ROAD	Building	Residential	Approved
2022-12526-B2	09/15/2022	7 BROOKDALE DRIVE	Building	Residential	Approved
2022-12527-B3	09/29/2022	10 OAKMONT WAY	Building		Approved
2022-12528-B2	09/29/2022	69 CREEK ROAD	Building	Residential	Approved
2022-12542-B1	09/13/2022	500 W BUTLER AVENUE	Building	Commercial	Approved
2022-12543-B1	09/13/2022	64 TREWIGTOWN ROAD	Building	Residential	Approved
2022-12568-B1	09/16/2022	278 NEW GALENA ROAD	Building	Residential	Approved
2022-12595-B1	09/19/2022	4 COUNTRY VIEW LANE	Building	Residential	Approved
2022-12598-B1	09/26/2022	21 WOODMOUNT ROAD	Building	Residential	Approved
2022-12618-B1	09/29/2022	371 W BOULDER DRIVE	Building	Residential	Approved
2022-12527-E2	09/29/2022	10 OAKMONT WAY	Electrical		Approved
2022-12543-E2	09/13/2022	64 TREWIGTOWN ROAD	Electrical	Residential	Approved
2022-12559-E1	09/13/2022	109A NORTH LANE	Electrical	Residential	Approved
2022-12598-E2	09/26/2022	21 WOODMOUNT ROAD	Electrical	Residential	Approved
2022-12609-E1	09/26/2022	88 CALLOWHILL ROAD	Electrical	Residential	Approved
2022-12618-E2	09/29/2022	371 W BOULDER DRIVE	Electrical	Residential	Approved
2022-12598-P4	09/26/2022	21 WOODMOUNT ROAD	Plumbing	Residential	Approved
2022-12567-RO1	09/19/2022	14 TERESA LANE	Road Occupancy	Residential	Closed
2022-12576-RO1	09/19/2022	30 HICKORY LANE	Road Occupancy	Residential	Approved
2019-10016-UO1	09/21/2022	564 ASHLEY DRIVE	Use & Occupancy	Residential	Closed
2022-12302-UO1	09/26/2022	18 TERESA LANE	Use & Occupancy		Closed



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2022-12430-UO1	09/14/2022	311 STONYHILL DRIVE	Use & Occupancy	Residential	Closed
2022-12473-UO1	09/21/2022	149 RUE ST. PAUL	Use & Occupancy	Residential	Closed
2022-12476-UO1	09/26/2022	411 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12499-UO1	09/06/2022	104 CORNWALL DRIVE	Use & Occupancy	Residential	Closed
2022-12515-UO1	09/29/2022	25 FARBER DRIVE	Use & Occupancy	Residential	Closed
2022-12518-UO1	09/06/2022	114 LARKSPUR COURT	Use & Occupancy	Residential	Closed
2022-12529-UO1	09/08/2022	111 BONNIE LARK COURT	Use & Occupancy		Closed
2022-12532-UO1	09/07/2022	103 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12536-UO1	09/07/2022	5202 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2022-12538-UO1	09/08/2022	99 PASTURE LANE	Use & Occupancy	Residential	Closed
2022-12540-UO1	09/20/2022	714 REMINGTON COURT	Use & Occupancy	Residential	Closed
2022-12544-UO1	09/20/2022	61 COWBELL LANE	Use & Occupancy	Residential	Closed
2022-12545-UO1	09/15/2022	1456 FERRY ROAD	Use & Occupancy	Commercial	Closed
2022-12546-UO1	09/28/2022	113 KRISTA COURT	Use & Occupancy	Residential	Closed
2022-12562-UO1	09/21/2022	102 CEDAR HILL ROAD	Use & Occupancy	Residential	Closed
2022-12563-UO1	09/21/2022	1015 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12564-UO1	09/21/2022	1013 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12572-UO1	09/29/2022	2103 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2022-12573-UO1	09/29/2022	2104 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2022-12574-UO1	09/29/2022	3205 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2022-12577-UO1	09/29/2022	4202 GREY FRIARS TERRACE	Use & Occupancy	Residential	Approved





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2022-12578-UO1	09/29/2022	4203 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2022-12579-UO1	09/29/2022	4204 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2022-12580-UO1	09/29/2022	5103 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2022-12581-UO1	09/29/2022	5104 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2022-12582-UO1	09/29/2022	5204 GREY FRIARS	Use & Occupancy	Residential	Closed
2022-12592-UO1	09/29/2022	38 TREWIGTOWN ROAD	Use & Occupancy	Residential	Closed
2022-12602-UO1	09/28/2022	103 REMINGTON COURT	Use & Occupancy		Closed
2022-12603-UO1	09/28/2022	603 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12606-UO1	09/29/2022	4104 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2022-12479-Z1	09/29/2022	555 NEW GALENA ROAD	Zoning		Approved
2022-12481-Z1	09/16/2022	306 MILL RIDGE DRIVE	Zoning		Approved
2022-12527-Z1	09/16/2022	10 OAKMONT WAY	Zoning		Processing
2022-12528-Z1	09/21/2022	69 CREEK ROAD	Zoning	Residential	Approved
2022-12550-Z1	09/21/2022	323 HAMLET DRIVE	Zoning		Approved
2022-12552-Z1	09/26/2022	564 ASHLEY DRIVE	Zoning		Approved
2022-12553-Z1	09/21/2022	1820 N LIMEKILN PIKE	Zoning		Approved
2022-12555-Z1	09/28/2022	27 FARBER DRIVE	Zoning		Approved
2022-12556-Z1	09/28/2022	1456 FERRY ROAD	Zoning		Approved
2022-12590-Z1	09/29/2022	301 MILL RIDGE DRIVE	Zoning		Approved
2022-12534-M1	09/07/2022	80 QUEENS CIRCLE	Mechanical	Residential	Approved
2022-12570-M1	09/16/2022	202 HOLLY DRIVE	Mechanical	Residential	Approved



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2022-12571-M1	09/16/2022	62 COWBELL LANE	Mechanical	Residential	Closed
2022-12597-M1	09/21/2022	80 QUEENS CIRCLE	Mechanical	Residential	Approved
2022-12598-M3	09/26/2022	21 WOODMOUNT ROAD	Mechanical	Residential	Approved
2022-12608-M1	09/26/2022	347 STONYHILL DRIVE	Mechanical	Residential	Approved
2022-12618-M3	09/29/2022	371 W BOULDER DRIVE	Mechanical	Residential	Approved



# New Britain Township Police Department

Monthly Report -

September 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:** 14% of policies complete to date.

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

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

**Objective 5:** Trading card initiative.

## Significant Events:

### Completed

- ◆ Deployment of Traffic Speed Signs on Swamp Road (313) and Park Avenue
- ◆ Police Officer Trading Card Initiative
- ◆ Shrine Festival Security Details—September 3,4,5, 10, & 11.

### Upcoming

- ◆ New police vehicle.
- ◆ Deployment of Traffic Speed Signs on Schoolhouse Road and Brittney Drive
- ◆ Part Time Police Services Clerk
- ◆ Trunk or Treat—October 28 6-8 pm at New Seasons
- ◆ Fall National Drug Take Back October 29 10am—2pm.
- ◆ Halloween candy distribution October 31.



# New Britain Township Police Department

Monthly Report -

September 2022

## PERFORMANCE STATISTICS

PART 1 CRIMES	28 DAY		
	2022	2021	% Change
Murder	0	0	NA
Rape	0	1	-100%
Robbery	0	0	NA
Aggravated Assault	0	1	-100%
Burglary	1	0	100%
Theft	1	1	NA
Auto Theft	0	0	NA
Arson	0	0	NA
<b>TOTALS</b>	<b>2</b>	<b>3</b>	<b>-33.3%</b>

PART 2 CRIMES	28 DAY		
	2022	2021	% Change
Assaults (non-aggravated)\Harassment	1	2	-50%
Fraud	1	2	-50%
Vandalism/Criminal Mischief	1	1	NA
Disorderly Conduct	0	0	NA
Drug Violations	0	0	NA
Driving Under the Influence	1	3	-66.7%
Public Drunkenness	0	0	NA
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	0	0	NA
<b>TOTALS</b>	<b>4</b>	<b>8</b>	<b>-50%</b>

MOTOR VEHICLE ACCIDENTS	28 DAY		
	2022	2021	% Change
Total Accidents	14	21	-33.3%
Injury Accidents	4	2	100%
Fatal Accidents	0	0	NA
Property Accidents	0	1	-100%



# New Britain Township Police Department

Monthly Report -

**September 2022**

## **PERFORMANCE STATISTICS**

PART 1 CRIMES	YTD		
	2022	2021	% Change
Murder	0	0	NA
Rape	0	3	-300%
Robbery	0	0	NA
Aggravated Assault	1	2	-50%
Burglary	4	0	400%
Theft	32	26	23.1%
Auto Theft	3	2	50%
Arson	0	0	NA
<b>TOTALS</b>	<b>40</b>	<b>33</b>	<b>21.2%</b>

PART 2 CRIMES	YTD		
	2022	2021	% Change
Assaults (non-aggravated)/Harassment	19	10	90%
Fraud	19	24	-20.8%
Vandalism/Criminal Mischief	6	16	-62.5%
Disorderly Conduct	2	9	-77.8%
Drug Violations	5	8	-37.5%
Driving Under the Influence	12	22	-45.4%
Public Drunkenness	4	3	33.3%
Weapons Offenses	3	0	300%
All Other Offenses (Except Traffic)	3	4	-25%
<b>TOTALS</b>	<b>73</b>	<b>96</b>	<b>-23.9%</b>

MOTOR VEHICLE ACCIDENTS	YTD		
	2022	2021	% Change
Total Accidents	167	142	17.6%
Injury Accidents	28	24	16.7%
Fatal Accidents	0	0	NA
Property Accidents	14	9	55.6%





# New Britain Township

## Public Works

### Departmental Report

Year: 2022

Month: September

**DRAINAGE:** The Walter Rd. Culvert repairs were completed, and Walter Rd. was reopened on September 15<sup>th</sup>.

We repaired storm sewers in Circle Dr.

**PAVING:** Bray Brothers completed the 2022 road program, mill and overlay Cedar Hill Rd. and Schoolhouse Rd. We began in-house scratching/ leveling Creek Rd. to prep for a 1" overlay.

**TWP. PROPERTY:** Road bank mowing continued, along with all open spaces and parks on an as needed basis. PW trimmed around signs and guardrails for visibility.

**STREET SIGNS:** We Installed No Trucks signs in The Reserve. We relocated the speed boards for the NBTPD to Brittany Dr. and also Schoolhouse Rd.

**BRUSHING:** We trimmed back trees at the intersection of Upper State Rd. and Bristol Rd. for visibility around traffic signal. We also trimmed back trees along Cedar Hill Rd., Walter Rd., and Creek Rd. Park/Rec trimmed up trees at North Branch Park.

**OTHER:** The annual Fall Fest was held on Saturday September 17<sup>th</sup> at North Branch Park, and we had a great turnout.

### HOURS:

Drainage	289	Hrs.
Patching	254	Hrs.
Street Signs	15	Hrs.
Equipment Maint.	76.5	Hrs.
Twp. Property Maint.	343.5	Hrs.
Ballfield Maint.	33.5	Hrs.
Brushing	80.5	Hrs.
Other	147	Hrs.



# New Britain Township

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*Public Works*



# Parks & Recreation Monthly Report

October 2022

<b>Next P&amp;R Meeting(s)</b>	Tuesday, October 18, 2022 at 7PM.
<b>Park &amp; Recreation Advisory Board Openings</b>	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.
<b>Santa House</b>	Event is to be scheduled for December 9 and 10 (Friday and Saturday) this year from 5PM – 7PM pending Parks & Recreation Advisory Board review at the next meeting. Choirs have been contacted to perform. As well as representative from the food pantry
<b>Parks: North Branch</b>	Township has cancelled order with Lyon’s recreation, and confirmed a refund is being processed for rear playground. Township has met with Recreation Resource. Currently awaiting a new proposal.
<b>Parks: West Branch Park</b>	Executed agreement for lights at soccer field for PA Rush. Lights were placed on soccer field by Park and Rec crew. PA Rush will be attending P&R Board’s October meeting for turf proposal at West Branch Park.
<b>Parks: Pheasant Run</b>	Free Little Library added to agenda for P&R Advisory Board’s October meeting: Resident Terry Sikora will be presenting.