



Meeting Packet

**Board of Supervisors
November 21, 2022**



ACTION ITEMS



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

BOARD MOTION

Date: November 21, 2022

I MOVE THAT: The Board approve the minutes of the October 17, 2022 Business Meeting and the November 7, 2022 Business Meeting of the New Britain Township Board of Supervisors.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: November 21, 2022

I MOVE THAT: The Board approve the Schedule of Bills dated November 10, 2022, in the amount of \$1,122,342.88, and authorize the Township Manager to pay all bills, per the attachment.

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisors
CC: Matt West, Michael Walsh
FROM: John Bates
DATE: November 10, 2022
RE: Bills List

This memo serves as an explanation for the attached schedule of bills dated November 10, 2022, in the amount of \$1,122,342.88. The reason for the increased amount is twofold:

1 – The prior schedule of bills approved at the meeting on October 17, 2022, only totaled \$157,488.00 due to timing of invoices received, resulting in increased daily activity for this schedule of bills

2 – The current schedule of bills includes several items that fall outside of the Township's daily expenditures and carry a higher price point. Among these items are:

- 2022 Third Quarter Fire/EMS Tax Distribution in the total amount of \$105,000.00
- 2022 Volunteer Fire Relief Association Distribution in the total amount of \$108,770.40, which was funded from the Act 205 Payment received by the Township
- 2022 MMO Pension payment in the amount of \$110,135.44, which was funded from the deposit of State Aid
- 2022 Road Program payment from the Township's Liquid Fuels Fund to Bray Bros. Inc. in the amount of \$266,719.60
- Return of Escrow funds totaling \$60,584.51, as Township staff continues to improve it's legal & engineering escrow process and reconcile accounts

The breakdown by Fund is as follows:

<i>Fund Description</i>	<i>Fund Number</i>	<i>Amount</i>
General Fund	01	\$ 524,231.20
Street Lighting Fund	02	860.74
Fire/Ambulance Tax Fund	03	105,000.00
Land Preservation Fund	04	10,066.31
Parks & Recreation Fund	07	38,597.32
Capital Improve./Equip. Fund	18	3,375.15
Cap. Infrastructure & PW Bldg. Fund	20	7,708.27
Liquid Fuels Fund	35	272,719.60
Escrow Fund	90	150,303.17
		\$ 1,122,342.88

P.O. Type: All
 Range: First to Last
 Format: Condensed
 Vendors: All
 Rcvd Batch Id Range: JB101022 to JB110822

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

Paid Date Range: 10/06/22 to 11/10/22
 Include Non-Budgeted: Y Prior Year Only: N

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
1800H005	1 800 HEATERS INC	22001117	11/08/22	PERMIT REFUND	Open	15.00	0.00		
ADTCO005	ADT COMMERCIAL	22001070	10/09/22	SECURITY SYSTEM	Open	450.73	0.00		
AQUAA005	AQUA AMERICA INC.	22001093	10/25/22	PERMIT FEE REFUND	Open	820.00	0.00		
AQUAP010	AQUA PENNSYLVANIA	22001066	11/01/22	FIRE HYDRANT RENTAL	Open	1,281.40	0.00		
ARMOU010	ARMOUR & SONS ELECTRIC I	22000980	10/05/22	TRAFFIC SIGNAL REPAIR	Open	230.00	0.00		
		22001008	10/10/22	TRAFFIC SIGNAL REPAIR	Open	276.20	0.00		
		22001088	10/27/22	TRAFFIC SIGNAL REPAIR	Open	825.40	0.00		
						<u>1,331.60</u>			
ASPIR005	ASPIRANT CONSULTING GROUP LLC	22000992	09/05/22	POLICY DEV AND ACCRED	Open	2,908.33	0.00		
ATTMO010	AT&T MOBILITY	22001028	10/13/22	MOBILE PHONE SERVICE	Open	381.32	0.00		
AUTOZ005	AutoZone, Inc.	22000983	10/11/22	AUTO PARTS	Open	94.74	0.00		
BEGLE005	BEGLEY CARLIN & MANDIO LLP	22001032	10/25/22	LEGAL EXPENSES	Open	14,249.00	0.00		
		22001061	10/28/22	LEGAL EXPENSES	Open	15,809.50	0.00		
						<u>30,058.50</u>			
BERGE010	BERGEY'S INC.	22000986	10/13/22	PARTS/REPAIRS	Open	5,692.61	0.00		
		22001078	10/28/22	PARTS/REPAIRS	Open	227.34	0.00		
		22001109	10/31/22	PARTS/REPAIRS	Open	236.27	0.00		
						<u>6,156.22</u>			
BILLM010	BILL MITCHELL'S AUTO SERVICE I	22001048	10/20/22	VEHICLE REPAIR	Open	79.71	0.00		
BOVAF010	BOVA FOODS DISTRIBUTORS INC.	22001121	11/09/22	RETURN OF ESCROW	Open	2,046.75	0.00		
BRAYB010	BRAY BROS. INC.	22000993	09/30/22	2022 ROAD PROGRAM	Open	266,719.60	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
BRAYB010	BRAY BROS. INC.				Continued				
		22000994	09/30/22	2022 ROAD PROGRAM	Open	2,794.20	0.00		
						<u>269,513.80</u>			
BRIT005	BRITTON INDUSTRIES								
		22000987	09/01/22	WALTERS RD REPAIR	Open	66.26	0.00		
BUCKS030	BUCKS COUNTY CONSORTIUM								
		22001064	10/28/22	BCC LUNCHEON	Open	120.00	0.00		
CRICH010	C. RICHARD MICHIE II								
		22001037	10/15/22	2022 MEDICAL REIMBURSEMENT	Open	30.00	0.00		
		22001122	11/09/22	2022 MEDICAL REIMBURSEMENT	Open	402.41	0.00		
						<u>432.41</u>			
CARRO020	CARROT-TOP INDUSTRIES INC.								
		22001051	10/24/22	FLAGS	Open	546.43	0.00		
CENTR020	CENTRAL BUCKS AMBULANCE								
		22001054	10/28/22	3RD QUARTER 2022 DISTRIBUTION	Open	1,740.00	0.00		
CHAL-030	CHAL-BRIT REGIONAL EMS								
		22001053	10/28/22	3RD QUARTER 2022 DISTRIBUTION	Open	27,260.00	0.00		
CHALF060	CHALFONT FIRE CO RELIEF ASSOCI								
		22000964	10/10/22	FIRE RELIEF DISTRIBUTION 2022	Open	95,717.95	0.00		
CHALF080	CHALFONT FIRE COMPANY								
		22001055	10/28/22	3RD QUARTER DISTRIBUTION	Open	66,880.00	0.00		
COMCA010	COMCAST								
		22001005	10/06/22	CABLE/INTERNET	Open	544.99	0.00		
		22001006	10/09/22	CABLE/INTERNET	Open	305.37	0.00		
		22001071	10/24/22	CABLE/INTERNET	Open	18.04	0.00		
						<u>868.40</u>			
CONN005	CONNECTED SOLUTIONS GROUP								
		22000970	10/07/22	NETCLOUD MOBILE	Open	1,846.40	0.00		
COSTC010	COSTCO MEMBERSHIP								
		22000968	10/06/22	SUPPLIES	Open	257.21	0.00		
COUNT020	COUNTY BUILDERS INC.								
		22001036	10/26/22	REFUND OF ESCROW	Open	25,000.00	0.00		
CYNTH035	CYNTHIA JONES								
		22001060	10/27/22	2022 MEDICAL REIMBURSEMENT	Open	1,500.00	0.00		
DALEJ010	DALE WETHERILL								
		22001095	10/28/22	RETURN OF ESCROW	Open	1,754.70	0.00		
DANIE055	DANIEL SACKS								
		22001081	11/02/22	2022 MEDICAL REIMBURSEMENT	Open	155.04	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
DAWNF005	DAWN FOURNIER	22001123	11/09/22	RETURN OF ESCROW	Open	295.24	0.00		
DELA020	DEL VALL PROP & LIABILITY TRST	22001001	10/03/22	PROPERTY & LIABILITY INSURANCE	Open	25,412.75	0.00		
DELA040	DELAWARE VALLEY WORKERS' COMP	22001002	10/03/22	WORKERS COMP INSURANCE	Open	24,708.25	0.00		
DELLM010	DELL MARKETING LP	22001116	10/01/22	POLICE COMPUTER EQUIP	Open	1,463.62	0.00		
DOYLE060	DOYLESTOWN FIRE COMPANY	22001058	10/28/22	3RD QUARTER 2022 DISTRIBUTION	Open	1,520.00	0.00		
DOYLE070	DOYLESTOWN FIREFIGHTERS' RELIE	22000967	10/10/22	FIRE RELIEF DISTRIBUTION 2022	Open	2,175.41	0.00		
DUBLI010	DUBLIN FIRE COMPANY	22001057	10/28/22	3RD QUARTER 2022 DISTRIBUTION	Open	3,040.00	0.00		
DUBLI020	DUBLIN FIRE COMPANY RELIEF ASS	22000966	10/10/22	FIRE RELIEF DISTRIBUTION 2022	Open	4,350.82	0.00		
DVHIT010	DVHT	22001120	11/01/22	HEALTH INSURANCE	Open	65,831.58	0.00		
EASTE010	EASTERN AUTOPARTS WAREHOU	22001108	10/31/22	AUTO PARTS	Open	792.38	0.00		
ECKER010	ECKERT SEAMANS CHERIN&MELLOTT	22001031	10/18/22	GENERAL LABOR	Open	1,332.50	0.00		
EDISO005	EDISON QUARRY INC	22001110	11/01/22	PAVING	Open	990.00	0.00		
EUREK010	EUREKA STONE QUARRY INC.	22000976	10/10/22	PAVING	Open	13,774.51	0.00		
		22000998	10/11/22	PAVING	Open	12,900.79	0.00		
		22001003	10/12/22	PAVING	Open	8,612.22	0.00		
		22001035	10/17/22	PAVING	Open	6,334.87	0.00		
		22001068	10/27/22	PATCHING	Open	2,345.35	0.00		
						<u>43,967.74</u>			
FEDEX010	FEDEX	22001052	10/18/22	SUB DIV & LAND DEV APP RETURN	Open	39.70	0.00		
FOLEY005	FOLEY INC	22001042	10/21/22	SKIDSTEER PARTS	Open	244.86	0.00		
		22001086	10/25/22	EQUIP REPAIR	Open	72.75	0.00		
						<u>317.61</u>			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
FRANK025 FRANK CALLAHAN CO., INC.									
		22001041	10/23/22	EQUIP REPAIR	Open	200.70	0.00		
		22001085	10/24/22	EQUIP REPAIR	Open	15.72	0.00		
						<u>216.42</u>			
GALLS010 GALLS, LLC									
		22000995	10/06/22	UNIFORM	Open	233.36	0.00		
		22001044	10/11/22	UNIFORM	Open	301.78	0.00		
						<u>535.14</u>			
GARDE010 GARDEN STATE HIGHWAY PRODUCTS									
		22000979	10/04/22	STREET SIGNS	Open	1,315.00	0.00		
		22001013	10/18/22	STREET SIGNS	Open	74.80	0.00		
						<u>1,389.80</u>			
GATEH005 GATEHOUSE MEDIA PA HOLDINGS									
		22001016	10/20/22	ADVERTISING 3-086712006	Open	912.98	0.00		
GEORG040 GEORGE ALLEN PORTABLE TOILETS									
		22001069	10/28/22	PORTABLE TOILETS/PARKS	Open	664.00	0.00		
GILMO010 GILMORE & ASSOCIATES INC.									
		22001033	10/25/22	ENGINEERING EXPENSES	Open	71,201.71	0.00		
		22001062	10/28/22	ENGINEERING EXPENSES	Open	58,578.07	0.00		
						<u>129,779.78</u>			
HKMAT010 H & K MATERIALS									
		22001089	10/22/22	PAVING	Open	535.29	0.00		
		22001102	10/31/22	PATCHING	Open	2,300.40	0.00		
						<u>2,835.69</u>			
HABER010 H.A. BERKHEIMER INC.									
		22000971	09/30/22	COMMISSION FEE SEPT 2022	Open	15.42	0.00		
		22001101	10/31/22	COMMISSION FEE OCT 2022	Open	6.15	0.00		
						<u>21.57</u>			
HALLM005 HALLMARK HOMES-MILL RIDGE, LLC									
		22001017	10/20/22	REFUND OF ESCROW	Open	20,500.00	0.00		
		22001094	11/04/22	300 MILL RIDGE	Open	2,500.00	0.00		
						<u>23,000.00</u>			
HILLT010 HILLTOWN FIRE CO. RELIEF ASSOC									
		22000965	10/10/22	FIRE RELIEF DISTRIBUTION 2022	Open	6,526.22	0.00		
HILLT020 HILLTOWN FIRE COMPANY									
		22001056	10/28/22	3RD QUARTER 2022 DISTRIBUTION	Open	4,560.00	0.00		
HOMED010 HOME DEPOT CREDIT SERVICES									
		22001112	10/28/22	SUPPLIES	Open	654.36	0.00		
HOPEN005 HOP ENERGY/BRINKERS									
		22000988	10/13/22	105 BARRY RD PERMIT FEES	Open	50.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
HPT	HPT SYSTEMS, INC.	22000981	09/30/22	MONTHLY CLOUD BACKUP - Q3 2022	Open	275.63	0.00		
INTERCO	Intercounty Investigations	22001083	11/03/22	BACKGROUND INVEST PRE EMPLOY	Open	495.00	0.00		
KIMG005	KIM GOODWIN	22001038	10/27/22	2022 MEDICAL REIMBURSEMENT	Open	129.55	0.00		
LOUIS005	LOUIS GENTNER	22001105	10/27/22	2022 HEALTH CLUB REIMB	Open	250.00	0.00		
MWPRE005	M&W PRECAST, LLC	22001014	10/19/22	DRAINAGE SUPPLIES	Open	899.49	0.00		
MARIA015	MARIA CLANCY	22001026	10/21/22	2022 MEDICAL REIMBURSEMENT	Open	215.41	0.00		
MATTH065	MATTHEW WEST	22001059	10/28/22	2022 MEDICAL REIMBURSEMENT	Open	205.51	0.00		
		22001079	10/31/22	2022 MEDICAL REIMBURSEMENT	Open	319.00	0.00		
						524.51			
MCDON010	MCDONALD UNIFORM COMPANY	22001091	11/04/22	UNIFORM	Open	386.98	0.00		
MOTOR010	MOTOROLA SOLUTIONS INC.	22001090	10/01/22	AUDIO EQUIP	Open	1,286.79	0.00		
MUNIL005	MUNILOGIC	22001009	10/15/22	MONTHLY HOSTING FEE	Open	265.00	0.00		
NICOL010	NICOLE PERCETTI	22001046	10/25/22	PSTCA REIMBURSEMENT	Open	406.43	0.00		
NORTH050	NORTH PENN WATER AUTHORIT	22001074	10/20/22	WATER	Open	238.51	0.00		
NYCOC010	NYCO CORPORATION	22001084	10/24/22	SHOP SUPPLIES	Open	21.29	0.00		
PENNS020	PA ONE CALL SYSTEM, INC.	22001103	10/31/22	PA ONE CALLS	Open	62.58	0.00		
PECOE020	PECO ENERGY-PAYMENT PROCESSING	22000977	10/07/22	ELECTRIC	Open	222.12	0.00		
		22000996	10/10/22	ELECTRIC	Open	325.93	0.00		
		22001020	10/17/22	ELECTRIC	Open	74.38	0.00		
		22001027	10/18/22	ELECTRIC	Open	1,767.00	0.00		
		22001073	10/24/22	ELECTRIC	Open	188.01	0.00		
		22001100	10/31/22	ELECTRIC	Open	442.32	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
PECOE020	PECO ENERGY-PAYMENT PROCESSING				Continued				
		22001119	11/03/22	ELECTRIC	Open	39.55	0.00		
						<u>3,059.31</u>			
PLAST010	PLASTERER EQUIPMENT CO. INC.								
		22001011	10/14/22	ROLLER REPAIR	Open	902.66	0.00		
PSIPE005	PSI PERSONNEL LLC								
		22000997	10/14/22	M. YOUNG - 25 HOURS	Open	717.25	0.00		
		22001004	10/21/22	M. YOUNG - 25 HOURS	Open	717.25	0.00		
		22001049	10/28/22	M. YOUNG - 25 HOURS	Open	717.25	0.00		
		22001067	11/04/22	M. YOUNG - 25 HOURS	Open	717.25	0.00		
						<u>2,869.00</u>			
RANDA010	RANDAL TESCHNER								
		22001025	10/25/22	2022 MEDICAL REIMBURSEMENT	Open	456.09	0.00		
READY005	READY REFRESH BY NESTLE								
		22000978	10/06/22	BOTTLED WATER	Open	336.27	0.00		
RECRE005	RECREATION RESOURCE USA								
		22001034	10/25/22	BURKE SY-3097	Open	30,627.00	0.00		
REPUB005	REPUBLIC SERVICES #320								
		22001022	10/15/22	TRASH SERVICES	Open	801.54	0.00		
RICHA095	RICHARD CLOWSER								
		22001039	10/26/22	2022 MEDICAL REIMBURSEMENT	Open	2,500.00	0.00		
RIGHT010	RICHTER DRAFTING & OFFICE SUPP								
		22001065	10/31/22	MOBILE SHRED	Open	315.00	0.00		
RIGGI010	RIGGINS INC.								
		22000985	10/10/22	PW DIESEL	Open	735.45	0.00		
		22001007	10/13/22	FUEL	Open	4,623.20	0.00		
		22001075	10/27/22	PW DIESEL	Open	1,813.36	0.00		
		22001111	10/28/22	FUEL	Open	2,566.14	0.00		
						<u>9,738.15</u>			
ROADB005	ROADBOTICS, INC.								
		22001124	10/27/22	ROADWAY CHARGES	Open	6,000.00	0.00		
ROBER040	ROBERT E. GOLDMAN								
		22001063	10/27/22	REFUND OF ESCROW	Open	3,865.56	0.00		
ROBER270	ROBERT E. LITTLE, INC.								
		22000984	10/07/22	INFIELD MACHINE PARTS	Open	65.99	0.00		
		22001076	10/26/22	MOWER PARTS	Open	309.01	0.00		
						<u>375.00</u>			
SANDRA	SANDRA EZZO								
		22000973	10/06/22	2022 MEDICAL REIMBURSEMENT	Open	296.36	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
SANDRA SANDRA EZZO Continued									
		22001080	11/01/22	2022 MEDICAL REIMBURSEMENT	Open	<u>255.97</u>	0.00		
						552.33			
SEAU005 SEAU PARK									
		22001018	10/20/22	REFUND OF ESCROW	Open	4,917.50	0.00		
SERVI010 SERVICE TIRE TRUCK CENTERS									
		22001024	10/12/22	TIRES 48-06	Open	622.64	0.00		
SHAWN020 SHAWN P. KNIGHT									
		22000972	10/10/22	2022 MEDICAL REIMBURSEMENT	Open	340.00	0.00		
		22001082	10/30/22	2022 MEDICAL REIMBURSEMENT	Open	<u>900.00</u>	0.00		
						1,240.00			
SOSME005 SOSMETAL PRODUCTS INC.									
		22001043	10/20/22	SHOP SUPPLIES	Open	177.98	0.00		
		22001087	10/26/22	SHOP SUPPLIES	Open	<u>44.53</u>	0.00		
						222.51			
STAND015 STANDARD DIGITAL LEASING									
		22001040	10/22/22	COPIERS	Open	489.02	0.00		
STAND010 STANDARD INSURANCE COMPANY									
		22000990	09/14/22	LIFE/DISABILITY INSURANCE	Open	3,064.69	0.00		
		22000991	09/14/22	LIFE/DISABILITY INSURANCE	Open	3,324.28	0.00		
		22001029	10/17/22	LIFE/DISABILITY INSURANCE	Open	<u>3,292.85</u>	0.00		
						9,681.82			
STAPL015 STAPLES									
		22001092	10/29/22	OFFICE SUPPLIES	Open	158.57	0.00		
TACTI010 TACTICAL & SURVIVAL SPECIALTIE									
		22000969	10/01/22	FIREARMS/SUPPLIES	Open	3,080.00	0.00		
TDAME010 TD AMERITRADE INSTITUTIONAL									
		22000989	10/13/22	2022 PENSION STATE AID	Open	110,135.44	0.00		
		22000999	10/20/22	EMPLOYEE PENSION CONTRIUTIONS	Open	<u>9,481.12</u>	0.00		
						119,616.56			
THOMA090 THOMAS J. WALSH III, ESQ.									
		22001015	10/16/22	ZONING LEGAL SERVICES	Open	1,200.00	0.00		
THOMP020 THOMPSON DETAIL CENTER									
		22001023	10/17/22	DETECTIVE VEHICLE TINT	Open	182.32	0.00		
THOMP010 THOMPSON NETWORKS									
		22001030	10/24/22	MONTHLY HELP DESK SERVICES	Open	1,351.00	0.00		
		22001113	11/01/22	COMPUTER EQUIP PURCHASE	Open	<u>13,109.54</u>	0.00		
						14,460.54			
TIGER010 TIGER PRINTING GROUP									
		22001050	10/25/22	NBT 2022 EVENTS MAILER	Open	1,497.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
TOWNS015 TOWNSHIP OF NORTHAMPTON									
		22001010	10/12/22	BCC VERIZON FRANCHISE	Open	51.02	0.00		
TRIPL005 TRIPLE CROWN PRODUCTS									
		22001077	10/24/22	UNIFORMS	Open	23.66	0.00		
TUSTI005 TUSTIN MECHANICAL SERVICES									
		22001096	10/24/22	BUILDING MAINTENANCE	Open	601.20	0.00		
		22001118	11/01/22	WATER TREATMENT MAINT	Open	256.00	0.00		
						<u>857.20</u>			
USPOS010 U.S. POSTMASTER									
		22001000	10/18/22	EVENTS MAILER POSTAGE	Open	1,109.29	0.00		
UNITE010 UNITED INSPECTION AGENCY INC.									
		22001019	10/12/22	OUTSIDE INSPECTIONS	Open	450.00	0.00		
		22001045	10/19/22	OUTSIDE INSPECTIONS	Open	165.00	0.00		
		22001097	10/26/22	OUTSIDE INSPECTIONS	Open	350.00	0.00		
		22001115	11/02/22	OUTSIDE INSPECTIONS	Open	110.00	0.00		
						<u>1,075.00</u>			
UNIVE015 UNIVEST BANK									
		22001099	10/30/22	PRINCIPAL	Open	2,163.26	0.00		
VERIZ010 VERIZON									
		22001021	10/12/22	FIOS SERVICES/EQUIP	Open	22.30	0.00		
		22001098	10/27/22	INTERNET	Open	110.99	0.00		
		22001114	11/05/22	POLICE INTERNET	Open	301.16	0.00		
						<u>434.45</u>			
VERIZ050 VERIZON WIRELESS									
		22001047	10/19/22	POLICE WIRELESS SERVICE	Open	135.93	0.00		
		22001072	10/19/22	POLICE WIRELESS SERVICE	Open	480.12	0.00		
		22001104	10/23/22	POLICE WIRELESS SERVICE	Open	25.10	0.00		
						<u>641.15</u>			
WALLE010 WALL ENTERPRISES INC.									
		22001012	10/11/22	BLADE GRINDER	Open	898.00	0.00		
WEHRU010 WEHRUNG'S									
		22001107	10/31/22	MATERIALS	Open	11.99	0.00		
WILLO30 WILLIAM BLACK									
		22000974	10/13/22	2022 MEDICAL REIMBURSEMENT	Open	163.84	0.00		
		22000975	10/13/22	2022 HEALTH CLUB REIMB	Open	159.00	0.00		
						<u>322.84</u>			
WILLO010 WILLOW TREE & LANDSCAPE SERVIC									
		22000982	10/12/22	TREE REMOVAL	Open	2,650.00	0.00		
NEWT0020 WORKPLACE CENTRAL									
		22001106	11/01/22	OFFICE SUPPLIES	Open	215.00	0.00		

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

Total Purchase Orders:	161	Total P.O. Line Items:	0	Total List Amount:	1,122,342.88	Total Void Amount:	0.00
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**EXPENDITURES PREVIEW
APPROVAL**

NBT BOARD OF SUPERVISORS

**APPROVED BY THE BOARD OF
SUPERVISORS**

Attest: _____

Date: _____



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

BOARD MOTION

Date: November 21, 2022

I MOVE THAT: The Board approve all items on the consent agenda, dated November 21, 2022, per the attachment.

Presented By: _____

Seconded By: _____

Consent Agenda Items for the Next Meeting (11/21/2022)

1. Coleman Hay Farms, LLC has executed a Professional Services Agreement for a Stormwater Site Plan for 138 Walters Road, TMP #26-001-111, with corresponding legal and engineering escrow of \$5,000.00.
2. Nolen Development Group, LLC has executed a Professional Services Agreement for a Sketch Plan Application for 505 West Butler Avenue, TMP #26-006-696, with corresponding legal and engineering escrow of \$5,000.00.
3. Kellie Lynn Richardson has executed a Stormwater Facilities Operations and Maintenance Agreement for 502 New Galena Road, TMP #26-001-094-002, with a Stormwater BMP maintenance fee of \$261.60.
4. Butler Pike Properties LP has executed a Stormwater Facilities Operations and Maintenance Agreement for 409 West Butler Avenue, TMP #26-005-023, with a Stormwater BMP maintenance fee of \$1,522.50.
5. Mario Giannini has executed a Stormwater Facilities Operations and Maintenance Agreement for 1737 Upper Stump Road, TMP #26-004-016-002, with a Stormwater BMP maintenance fee of \$712.80.

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 **Coleman Hay Farms, LLC** of **52 Cedar Hill Road, 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. 26-001-111 located at 138 Walter Rd and

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

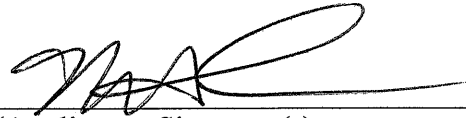
FOR NEW BRITAIN TOWNSHIP:

ATTEST:

Michael Coleman
(Applicant - Print Name)

Coleen Coleman
(Applicant - Print Name)

Matt West, Township Manager

By: 
(Applicant - Signature(s))

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 **NOLEN DEVELOPMENT GROUP, LLC**, 70 East Lancaster Ave, Frazer, PA 19355 (hereafter referred to as “**Developer**”).

WITNESSETH:

WHEREAS, the Developer is the applicant for Subdivision and/or Land Development of certain real estate bearing Bucks County Tax Map Parcel No. 26-006-096 located at 505 W Butler Ave and

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR NEW BRITAIN TOWNSHIP:

ATTEST:

Matt West, Township Manager

*Richard J. Sudall, PE Partner
Nolen Development Group, LLC*

(Applicant - Print Name)

By: *Richard J. Sudall*

(Applicant - Signature(s))

(Applicant - Print Name)

By: _____
(Applicant - Signature(s))

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

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

TMP: #26-001-094-002

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by ***KELLIE LYNN RICHARDSON***, an adult individual residing at 502 New Galena Road, Chalfont, PA 18914 (hereinafter referred to as "***Landowner***"), and ***NEW BRITAIN TOWNSHIP***, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the "***Township***").

WITNESSETH

WHEREAS, Landowner is the owner of certain premises in the Township of New Britain, Bucks County, Pennsylvania, consisting of one parcel, totaling approximately 1.528 acres, located at 502 New Galena Road, Chalfont, Pennsylvania, also known as Bucks County Tax Parcel No. 26-001-094-002 (hereinafter referred to as the "***Property***"); and

WHEREAS, Landowner submitted a Plot Plan for the Property pursuant to plans prepared by LVL Engineering Group, consisting of two (2) sheets, dated July 28, 2022, last revised September 14, 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 Two Hundred Sixty-One Dollars and Sixty Cents (\$261.60) 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, Kellie Lynn Richardson, 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.

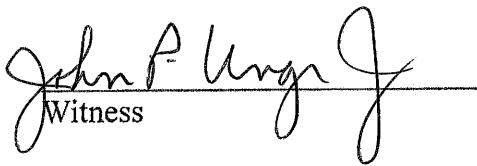
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**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
Kellie Lynn Richardson
(Signatures)**

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:

KELLIE LYNN RICHARDSON


Witness

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:

Matthew West, Secretary

NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
Kellie Lynn Richardson
(Acknowledgments)

BY LANDOWNER

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

On this 19 day of Oct, 2022, before me a Notary Public, personally appeared **KELLIE LYNN RICHARDSON**, 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 Patricia Laporta, Notary Public Bucks County My commission expires March 19, 2023 Commission number 1347295 Member, Pennsylvania Association of Notaries
--

Patricia Laporta (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: 26-005-023

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by *BUTLER PIKE PROPERTIES LP*, a Pennsylvania Limited Partnership, having offices at 76 Griffith Miles Circle, Warminster, PA 18974 (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 7.3 acres, located at 409 West Butler Avenue, Chalfont, Pennsylvania, also known as Bucks County Tax Parcel Nos. 26-005-023 (hereinafter referred to as the "*Property*"); and

WHEREAS, Landowner submitted a preliminary/final land development plan for the Property pursuant to plans entitled the Preliminary and Final Land Development Plans for Butler Avenue Property, prepared by Holmes Cunningham LLC, consisting of twenty-six (26) sheets, dated November 30, 2021, last revised June 13, 2022; said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the "*Plan*"); 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 One Thousand Five Hundred Twenty-Two Dollars and Fifty Cents (\$1,522.50) 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. 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, Butler Pike Properties LP, 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
BUTLER PIKE PROPERTIES LP
(Signatures)**

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

LANDOWNER:

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

Olivera Lini
Witness

By: Kevin Reilly
Name: KEVIN REILLY
Title: PARTNER

TOWNSHIP:

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

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

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

ATTEST:

Matthew West, Secretary

**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
BUTLER PIKE PROPERTIES LP
(Acknowledgments)**

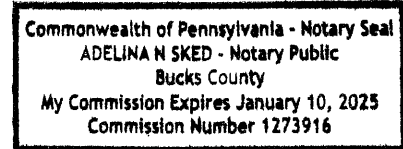
BY LANDOWNER

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

On this 20th day of OCTOBER, 2022, before me a Notary Public, personally appeared KEVIN REILLY, PARTNER of **BUTLER PIKE PROPERTIES LP**, a Pennsylvania Limited Liability Company, and that he/she as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself/herself as such Officer.

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

 (SEAL)
Notary Public



BY TOWNSHIP

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

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

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

Notary Public (SEAL)

Prepared By: Jeffrey P. Garton, Esquire
Begley, Carlin & Mandio, LLP
680 Middletown Boulevard
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: #26-004-016-002

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 27th day of October, 2022, by *MARIO GIANNINI*, an adult individual residing at 7 Andorra Hill Road, Lafayette Hill, PA 19444 (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 3 acres, located at 1737 Upper Stump Road, Chalfont, Pennsylvania, also known as Bucks County Tax Parcel No. 26-004-016-002 (hereinafter referred to as the "*Property*"); and

WHEREAS, Landowner submitted a Permit Plan for the Property pursuant to plans prepared by Renew Design Group, Inc., consisting of six (6) sheets, dated May 24, 2021, last revised June 28, 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 Seven Hundred Twelve Dollars and Eighty Cents (\$712.80) 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, Mario Giannini, 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
Mario Giannini
(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:

MARIO GIANNINI

Brenda Phillips
Witness
Brenda Phillips

By: *M. Giannini*
MARIO GIANNINI

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

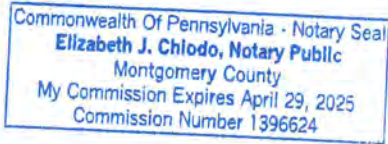
**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
Mario Giannini
(Acknowledgments)**

BY LANDOWNER

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

On this 27th day of October, 2022, before me a Notary Public, personally appeared **MARIO GIANNINI**, 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)



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

BOARD MOTION

Date: November 21, 2022

I MOVE THAT: The Board approve canceling the December 5, 2022, Board of Supervisors meeting.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: November 21, 2022

I MOVE THAT: The Board approve the advertising of a Board of Supervisor's Business meeting for December 12, 2022.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: November 21, 2022

I MOVE THAT: The Board award the Coleman Property Demolition Bid, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisors, Matt West
FROM: Michael Walsh
DATE: November 15, 2022
RE: Coleman Property Demolition – 1606 Upper State Road

On November 14, 2022, at 10:00 AM, New Britain Township held a public bid opening for the following project: **Coleman Property Demolition – 1606 Upper State Road**. The project was bid to maintain the Township's flexibility, with a Base Bid (Farmhouse) and Alternative #1 (Apartment/Garage), allowing the project to be awarded/rejected in its entirety or to award the Base Bid and reject the bid for Alternative #1.

New Britain Township received only one bid for the project from **Geppert Bros., Inc.**, making them the lowest qualified bidder.

Base Bid:	\$41,925.00
Alternative #1:	<u>\$27,075.00</u>
Total Bid:	\$69,000.00

Staff Recommendation: Award the Base Bid to the lowest qualified bidder **Geppert Bros., Inc.** and reject Alternative #1.



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

BOARD MOTION

Date: November 21, 2022

I MOVE THAT: The Board approve Resolution 2022-25: 55 Curley Mill Road Preliminary/Final Approval, per the attachments.

Presented By: _____

Seconded By: _____

RESOLUTION NO. 2022-25

(Duly Adopted: 11/21/2022)

NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP GRANTING PRELIMINARY/FINAL SUBDIVISION APPROVAL TO EDWARD MORTIMER FOR THE MINOR SUBDIVISION OF TAX PARCEL #26-001-092 LOCATED AT 55 CURLEY MILL ROAD, WHICH SAID PLANS WERE PREPARED BY R. L. SHOWALTER & ASSOCIATES, INC., WERE DATED AUGUST 23, 2022, AND LAST REVISED _____ CONSISTING OF 7 SHEETS, WHICH PROPOSE THE CREATION OF TWO SINGLE-FAMILY RESIDENTIAL LOTS, ONE OF WHICH IS OCCUPIED BY A SINGLE-FAMILY HOME.

WHEREAS, Edward Mortimer (“*Applicant*”) has submitted an application for preliminary/final plan approval of a minor subdivision which proposes the subdivision of Tax Map Parcel #26-001-092 into two (2) separate lots and the construction of a single-family dwelling on one (1) of the lots, as there is already a single-family dwelling on the other lot (“*Project*”). Lot 1 will consist of 2.32 acres and Lot 2 will consist of 7.42 acres (“*Property*”); and

WHEREAS, this proposal is reflected on a plan entitled Minor Subdivision & Preliminary/Final Plan for Edward Mortimer, prepared by R. L. Showalter & Associates, Inc., dated August 23, 2022, last revised ____, consisting of seven (7) sheets (“*Plan*”); and

WHEREAS, the New Britain Township Planning Commission reviewed the Plan at its October 25, 2022 meeting, and having found it to be in substantial compliance with the requirements of the Township Zoning Ordinance, the Township Subdivision and Land Development Ordinance, and other applicable Township regulations, recommended that preliminary/final approval be granted subject to conditions.

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

1. Applicant shall comply with all requirements and recommendations of the Gilmore and Associates Review Letter of October 14, 2022 unless herein modified. A true and correct copy of this letter is attached hereto and incorporated herein as **Exhibit “A”**. (Township Code §22-403, §22-502)
2. Applicant shall comply with all requirements and recommendations of the Bucks County Planning Commission Review Letter of October 6, 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 the Court Order entered by the Honorable Robert O. Baldi, dated June 6, 2022, with the understanding that minor changes to the Plan attached to the Settlement Stipulation and Agreement and Court Order are acceptable. A true and correct copy of the Court Order is attached hereto and incorporated herein as **Exhibit “C”**.
4. Applicant shall move the proposed garage within the side yard setback lines, effectively treating it as a primary structure rather than an accessory structure.
5. Applicant shall informally plant the required street trees on the property rather than pay a fee-in-lieu of the street trees.
6. The locations of the proposed roof drainage will be shown on the plans for the proposed detached garage.
7. Applicant shall preserve as open space the wetlands noted on the property with the understanding that a Conservation Easement shall be conveyed to the Township in order to guarantee the integrity and preservation of the wetlands. Two Conservation Easements are noted on the plans and legal descriptions for each easement shall be provided by the Applicant.
8. Applicant has requested waivers from the following provisions of the Subdivision and Land Development Ordinance as noted in correspondence received from the Applicant dated September 1, 2022:
 - a. §22-705.3.A, C & G – From the requirement to provide road widening and to mill and overlay Curley Mill Road along the property frontage. The street currently has a 50-foot Ultimate Right-of-Way where a 60-foot Ultimate Right-of-Way is required and a 24-foot cartway where a 36-foot cartway is required, or 6 feet of widening.
 - b. §22-706 – From the requirement to provide curb and sidewalk along the property frontage.
 - c. §22-713.4.A – From the requirement to provide street trees due to the location of overhead utilities. Based on 399 feet of frontage, 14 street trees would be required where 4 trees currently exist. Ten (10) street trees shall be planted informally along the property frontage, or between the new driveway and TMP #26-001-092-007 common property line.

- d. §22-716.2 –To allow iron pins be installed in lieu of concrete monuments at the proposed property corners not along the right-of-way and sanitary easement.
 - e. §22-401/6 & 403 – From the requirement to provide separate preliminary and final plan submissions.
9. Applicant shall provide confirmation that a Sanitary Sewer Easement affecting Tax Map Parcel #26-001-092-006 has been recorded of record with the Recorder of Deeds of Bucks County, which said Easement shall be recorded prior to recording and shall be approved by the Township Solicitor prior to recording.
 10. Applicant shall construct all public improvements shown on the Plan, including, but not limited to, water and sewer facilities, stormwater facilities, street trees, roadway widening, installation of curbs and sidewalks, and roadway milling and overlay; or else, install partial improvements as approved by the Township; and/or contribute a fee-in-lieu of these improvements. When contributing a fee-in-lieu of, Applicant shall be required to submit payment of 50% of the estimated cost of the required public improvements that have been waived as set forth below. This fee will be determined once the Opinion of Probable Cost is reviewed and approved by the Township Engineer. (Township Code §22-700, §22-701.8, §22-903, §22-904; Township Resolution 2007-12).
 11. Applicant shall contribute to the Township \$2,500.00 (\$2,500.00/dwelling unit) as a fee-in-lieu of the required park and recreation improvements contemporaneously with execution and funding of Township Development Agreements. (Township Code §22-715)
 12. Applicant shall execute the required Stormwater Maintenance Agreement in a form approved by the Township Solicitor. Applicant shall pay the required stormwater fee of \$1,000.00 (\$2.50 per linear foot of existing and proposed roads within the development) contemporaneously with execution of the Development Agreement. (Township Code §22-712.13, §§26-151 - 164; Township Fee Resolution No. 2021-3)
 13. 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)

14. 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)
15. 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)
16. 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)
17. 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. 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)
18. 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)
19. All documentation shall be executed prior to recording of Record Plans. (Township Code §22-406)
20. Applicant and its professionals shall execute, notarize and seal the Final Record Plan. (Township Code §22-406.2)
21. Applicant shall comply with all other applicable Township, County, State, and Federal rules, regulations, codes, ordinances, and statutes. (Township Code §22-905)
22. The plans shall be ADA compliant.

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

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NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA
RESOLUTION NO. 2022-25

DULY ADOPTED, this 21st day of November, 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, Vice Chair

Cynthia M. Jones, Member

MaryBeth McCabe, Esq., Member

Stephanie Shortall, Member

EXHIBIT “A”



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

October 14, 2022

File No. 20-03068

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

Reference: Mortimer Subdivision Plan – Preliminary Plan Review 1
55 Curley Mill Road, TMP #26-001-092

Dear Matt:

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

I. Submission

- A. Minor Subdivision and Preliminary/ Final Plan for Edward Mortimer, as prepared by R.L. Showalter & Associates, Inc., consisting of seven (7) Sheets, dated August 23, 2022.
- B. Post Construction Stormwater Management Report for Mortimer Residential Subdivision, as prepared by R.L. Showalter & Associates, Inc., dated September 1, 2022.
- C. Waiver Request Letter for Mortimer – 2 Lot Minor Subdivision, as prepared by R.L. Showalter & Associates, Inc., dated September 1, 2022.

II. Reference Documentation

- A. Settlement Stipulation and Agreement between New Briatin Township Board of Supervisors and Edward Mortimer, Land Use Appeal Docket No. 2020-06335 dated May 24, 2022.

III. General Information

The subject tract is located at 55 Curley Mill Road (T-342), north of Sellersville Road which contains one existing single-family dwelling and was created by the Borden Farm Subdivision in 2004. Existing natural resources include wetlands, wetlands margin, and woodlands. The Applicant proposes to subdivide the property into two total lots for one new single-family detached lane lot, use B1, which is permitted by right within the SR-2 Zoning District. Lot 1 is proposed to be 2.32 acres, while Lot 2 is proposed to be a 7.42-acre lane lot. Lot 2 proposes a connection to public sewer through an easement on Lot 1 to an existing sanitary sewer main on the adjacent property. No proposed water service is shown on the plans, however, the plan notes that Lot 2 is to be served by a new well. No road frontage improvements are proposed along Curley Mill Road.

New Britain Township Board of Supervisors and Edward Mortimer entered into a Settlement Stipulation and Agreement which permitted the subdivision of Parcel No. 26-001-092 as a lane lot even though the parcel does not comply with the lane lot requirements of §27-2104.

III. Review Comments

A. Stipulated Agreement

The Stipulated Agreement was based on the "2-Lot Minor Subdivision Plan", prepared by R.L. Showalter & Associates, Inc., dated February 17, 2020, Exhibit B (A2), hereafter referenced as the "Settlement Plan". We offer the following comments below related to the Stipulated Agreement and Settlement Plan where the numbers referenced are as noted within the filed Stipulated Agreement:

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

1. Stipulated Agreement #3 – The Settlement Plan shall be the general configuration of the proposed two (2) residential lots to be created from TMP 26-001-092. We note that the submitted plan deviates from the Settlement plan. The Township shall discuss the following deviations and determine if there are any issues with the proposed plan:
 - a. The Settlement Plan depicted a lane width of 25 feet, while the current Minor Subdivision Plan now proposes a lane width of 49 feet.
 - b. The Settlement Plan depicted a generic footprint of the proposed dwelling. The Minor Subdivision Plan shows a revised dwelling footprint, in a different location, with two detached garages now shown.
 - c. Per our comment below, the sewer was relocated to a different location than what was shown on the Settlement Plan and as discussed in Stipulated Agreement #4.
 2. Stipulated Agreement #4 – Lot 2 on the attached Plan shall be served by public sewer and the connection to public sewer shall not be made through wetland, but rather, Lot 2 shall be connected to the sewer main on Curley Mill Road. The Grading and Utility Plan shows a 20' Wide Sanitary Sewer Easement adjacent to the wetlands and through Lot 1 to connect to the sanitary sewer main on TMP 26-001-092-006. The proposed sewer connection shall be revised to connect to the sewer main on Curley Mill Road.
 3. Stipulated Agreement #5 – The wetlands shall be preserved as open space with appropriate conservation easement conveyed to the Township in order to guarantee the integrity and preservation of the wetlands. Two conservation easements are currently shown on the plan. Legal descriptions for each easement shall be provided for review against the Record Plan. In addition, the limits of the conservation easements shall be designated with monuments and a Declaration of Covenants, Restrictions, Easements, and Conditions shall be prepared by the Township Solicitor.
- B. Zoning Ordinance
- We have no comments related to the Township's Zoning Ordinance.
- 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 September 1, 2022:
1. §22-705.3.A, C & G – From the requirement to provide road widening and to mill and overlay Curley Mill Road along the property frontage. The street currently has a 50-foot Ultimate Right-of-Way where a 60-foot Ultimate Right-of-Way is required and a 24-foot cartway where a 36-foot cartway is required, or 6 feet of widening.
 2. §22-706 – From the requirement to provide curb and sidewalk along the property frontage.
 3. §22-713 – From the requirement to provide street trees due to the location of overhead utilities. Based on 399 feet of frontage, 14 street trees would be required where 4 trees currently exist. We recommend the 10 deficient street trees be installed in line with the existing trees or informally along the frontage. This waiver request for street trees shall be revised to specify §22-713.4.A.
 4. §22-716.2 – From the requirement to provide monumentation at the proposed property corners and along the sanitary sewer easement.
 5. 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 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. §22-401.6 & 403 – The plans imply the Applicant is seeking preliminary/final approval. A waiver is required to approve the plan as preliminary/final.
2. §22-502.1.A.(4) – Legal descriptions shall be submitted for the proposed lots, the conservation easements, and the proposed sanitary sewer easement.
3. §22-502.1.B – The following issues related to the Site Plan should be addressed:
 - a. The existing building coverage calculations for the existing tract and proposed building coverage for Lot 1 shall be verified and revised as applicable.
 - b. The bearing and distance of the ultimate right-of-way line at the eastern corner of Lot 1 shall be noted on the plan.
 - c. The distance of 397.94' for the ultimate right-of-way line along the Lot 1 frontage shall be verified and revised.
 - d. Parking requirements for Lots 1 and 2 shall be noted on the plan.
4. §22-502.1.C – An Aerial Photograph Plan shall be provided at a scale not exceeding one inch equals 400 feet, which shows the overall tract outlined, as well as all features up to 1,600 feet from the tract boundary.
5. §22-502.1.D – Existing features within 100 feet of the tract boundary shall be shown on the plans. Due to the location of the proposed level spreader in relation to the McCarter's driveway, and detached garage proposed 15 feet from the property line, the existing features shall be provided.
6. §22-704 – If a sanitary sewer connection is approved on TMP 26-001-092-006, documentation shall be provided to verify an easement exists. In addition, the easement agreement should be reviewed to determine if additional access or any maintenance responsibilities shall be addressed as part of this project.
7. §22-705.5 & 6 – The clear sight triangles and minimum sight distances for the proposed driveway shall be shown on the plan. Any obstructions shall be removed or the driveway relocated.
8. §22-705.13.C – All access drives and driveways shall be provided with a stopping area of 20 feet, at a maximum grade of 3%, measured from the edge of cartway. The proposed grade for the Lot 2 driveway shall be provided on the plan.
9. §22-705.13.F – A minimum distance of five feet shall be maintained between any access drive or driveway and any side or rear lot line. The distance between the driveway and the lane lot line shall be dimensioned on the plan.
10. §22-711.2 – The following comments related to erosion controls shall be addressed:
 - a. A sequence of construction is provided on both Sheets 4 and 7 which are inconsistent. The sequences of construction shall be reviewed and revised as necessary.
 - b. Compost filter sock or some other form of erosion control shall be provided downslope of the sanitary sewer lateral installation.
 - c. Erosion control matting and any channel lining shall be shown on the E&S Plan.
 - d. The limits of disturbance and acreage shall be shown and noted on the E&S Plan.
 - e. A detail shall be provided for the riprap aprons listing the dimensions and type of stone.
 - f. A water-tolerant seed mix shall be specified for the bottom of the basin.
11. §22-711.3 – The following issues related to grading shall be addressed:
 - a. Spot elevations shall be provided at the following locations to demonstrate adequate drainage:
 - 1.) the corners of the dwelling
 - 2.) in the driveway area between the two smaller garages
 - 3.) around the corners of the 2,400-sf detached garage
 - 4.) along the propertyline downgrade of the driveway and 2,400-sf detached garage

- b. The floor elevations for the attached and detached garage nearest the proposed dwelling shall be noted on the plan.
 - c. The location of the roof drains for the proposed 2,400-SF detached garage along the southern property line shall be provided to demonstrate the entire garage shall drain to the rain garden.
 - d. The flared end section notes an 8-inch pipe with an invert of 347.43. Based on the proposed contours, this will result in pipe being exposed above finished grade. The pipe slope and grading shall be revised as necessary to provide a minimum 1 foot of cover over this pipe.
 - e. The proposed contours shall be labeled on the PCSM Plan.
12. §22-711.4 – The Existing Features Plan shows the existing shed, paved track, and a portion of the existing driveway on Lot 1 to be removed. Any area where existing impervious surface is removed shall be restored to a minimum depth of 12 inches of topsoil and permanent vegetation with the intent to restore compacted areas to pervious surfaces.
 13. §22-715.2.G(2) – The Applicant is required to pay a fee-in-lieu of dedication of park and recreation land within the Township, based on \$2,500.00 per each proposed dwelling unit, or \$2,500.00.
 14. §22-719 – The plan notes that water service to Lot 2 will be provided via a new well. The location of the proposed well shall be shown on the plan. As noted on the plans, wells are subject to the regulations set forth in §26-404 & 405 regarding well construction standards, well permitting, water quality testing and well production certification. We recommend the Applicant obtain a well construction permit from the Township.
 15. §22-720 – The planning module mailer was submitted to the Township on October 12, 2022. A completed PADEP Sewage Facilities Planning Module shall accompany all preliminary plan applications submitted for subdivision and/or land development that propose connection to a public sewer system. Prior to submitting the planning module to the Township for approval, the planning module shall have been approved and executed by the applicant, responsible professional engineer, Chalfont-New Britain Township Joint Sewage Authority, Bucks County Department of Health and Bucks County Planning Commission.
 16. The Applicant is responsible for any other required approvals, permits, etc. (i.e., BCPC Review, BCCD adequacy, PADEP NPDES & Planning Module, CNBJSA, Fire Marshal, Township Road Opening Permit, etc.) as applicable. Copies of these permits and approvals shall be submitted to the Township.

E. Stormwater Management Ordinance

1. §22-712.2.J - All as-constructed stormwater management facilities shall be surveyed by a professional land surveyor licensed in the commonwealth, to verify compliance with the stormwater management facilities as depicted on the approved final plan. As-constructed plans shall be submitted to the Township for review and approval upon completion of all facilities. A note stating this requirement shall be provided on the plans.
2. §22-712.3.G – The time of concentration path to POI #1 appears to start in the drainage area to the Basin in POI #2. The time of concentration path shall be revised and the time revised as necessary based on a location within the drainage area to POI #1.
3. §22-712.4. – The proposed stormwater facility is proposed to meet the Township's peak rate requirements and is therefore considered a detention basin. Stormwater detention basins are required to meet the standards of this section and it's unclear if any waivers are intended to be requested:
 - a. G – All basin outlet pipes shall be watertight reinforced concrete having "O-Ring" joints, with a minimum size of 18 inches.
 - b. H – Emergency spillways shall be constructed with a suitable liner.
 - c. J – All portions of the detention basin bottom shall be sloped towards the outlet structure at a minimum slope of 2%.

- d. K – The minimum basin berm width at the design elevation is required to be 10 feet. A cutoff trench (keyway) of impervious material is required under all fill embankments.
 - e. L – For all detention basins, the permanent outlet control structure shall be a Type "M" inlet grate and box. The inlet grate shall only be used as an emergency outflow and the grate elevation shall be equal to or higher than the 100-year water surface elevation, but at least six inches below the emergency spillway elevation. The plan currently proposes a 6-inch diameter or 12" diameter riser pipe as the primary outlet structure which shall be clarified in the Rain Garden Cross Section Detail once the design is finalized.
 - f. M – Two anti-seep collars shall be installed around the basin outlet pipe and shall be centered within the normal saturation zone of the berm.
 - g. Q – Basins shall be screened and landscaped at a rate of one deciduous or evergreen tree planted every 20 feet, plus one deciduous or evergreen shrub every 10 feet along the basin perimeter, planted in an informal arrangement.
4. §22-712.5 – All storm sewer systems shall provide the required capacity for the 100-hundred-year design storm based on the Rational Method. Pipe capacity calculations shall be provided for the roof drain pipes and storm sewer pipes on Lot 2.
 5. §§22-712.6 & 8 – The following comments related to the storm structures shall be addressed:
 - a. Note on the grading plan that the proposed driveway on Lot 2 shall drain towards the storm inlets and conveyance swale.
 - b. If the land is currently agricultural land and the intent is to convert the area to lawn, this shall be identified on the plan.
 - c. A detail shall be provided for the basin outlet structure which clearly shows a valve for the underdrain and the elevation of the outlet pipe.
 - d. A second cleanout shall be provided at the opposite end of the level spreader to remove any debris being washed out.
 - e. The size and minimum slope of the roof drain pipes shall be specified on the plan. In addition, an emergency overflow detail shall be provided for the roof drains.
 - f. A specification for the turf reinforcement matting downslope of the level spreader shall be provided.
 6. §22-712.13.D – The storm sewer fee based on \$2.50 per linear foot of existing and proposed streets is \$1,000.00.
 7. §26-123.2.C.(5)(a) – A minimum soil depth of 24 inches is required between the bottom of the infiltration BMPs and the top of bedrock or seasonally high water table. The summary for Test Pit #1 indicates that groundwater was encountered 1.2 feet below the bottom of the amended soils elevation of 336.50. The basin design should be revised to provide a minimum of 2 feet below the amended soils layer or the storage volume from the amended soils shall be excluded in the modeling of the basin in the volume control calculation.
 8. §26-123.2.C.(5)(b) & (6)(b) – Field tests are required the level of the proposed infiltration surface to determine the appropriate hydraulic conductivity rate. A minimum of 1/4 inches/hour shall be utilized. The infiltration test at Test Pit #1 was performed 3.5 feet above the bottom elevation of the basin and 5 feet above the bottom elevation of the amended soils and an infiltration rate of 0.22 inches per hour was noted for Test Pit #1. Additional infiltration testing shall be conducted at the bottom of the amended soils elevation or else the stormwater calculations revised to assume 0 inches per hour.

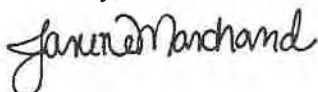
9. §26-124.1.A – The Proposed Permanent BMP Calculations section of the stormwater report on page 7 indicates that an additional 5,000 square feet of future impervious has been included in the design for the proposed lot. This additional 5,000 square feet has been included in the drainage area to the basin, however, the entire area behind the dwelling is graded to bypass the basin. Notes should be added to the Subdivision Plan and the Post Construction Stormwater Management Plan specifying that any additional impervious area drain to the basin.
10. §26-162 – The PCSM BMP Long Term Operation, Maintenance and Inspection Schedule notes that an HOA will be responsible for the stormwater management facilities and shall be revised to specify the homeowner of Lot 2.
11. §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.
12. 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.

F. General Comments

1. The Township does not have any record of a Zoning Permit for the existing pool house on Lot 1. The owner shall obtain a permit retroactively for the Township's files.
2. The referenced 2004 Subdivision Plan shows an area on proposed Lot 2 noted as a "filled pit with soil and concrete debris from former dairy farm barn and outbuildings." We recommend soil testing be performed and this area identified on the plan so that any prospective buyer is aware of the soil conditions prior to development.

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
Jeffrey P. Garton, Esq., Begley, Carlin, & Mandio
Ryan Cressman, Superintendent of Public Works
Edward Mortimer, Owner/ Applicant
Rachel Butch, P.E., R.L. Showalter & Associates, Inc.
Craig D. Kennard, P.E., E.V.P., Gilmore & Associates, Inc.

EXHIBIT “B”



The Almshouse Neshaminy Manor Center 1260 Almshouse Road
Doylestown, Pennsylvania 18901 215.345.3400 FAX 215.345.3886
E-mail: 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: October 6, 2022

Subject: BCPC #12508
Preliminary Plan of Subdivision for Mortimer Project
TMP #26-1-92
Applicant: Edward Mortimer
Owner: Same
Plan Dated: August 23, 2022
Date Received: September 9, 2022

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

GENERAL INFORMATION

Proposal: Subdivide a 9.73-acre lot into two single-family detached residential lots. Lot 1 (2.32 acres) contains an existing dwelling, proposed to remain, while a new dwelling is proposed on Lot 2 (7.42 acres). Two conservation easements are proposed, the first of which straddles Lots 1 and 2 and comprises of 0.05 acres on Lot 1 and 0.19 acres on Lot 2. The second conservation easement is located on Lot 2 and comprises 0.51 acres. Both conservation easements are proposed with respect to wetland and wetlands margin located on the site. Lot 2 is proposed to be served by on-lot water through a newly proposed well and public sewerage.

Location: Along the south side of Curley Mill Road, approximately 725 feet east of its intersection with Sellersville Road.

Zoning: The SR-2 Suburban Residential District permits Use B1 Single-family detached dwellings on lots of at least 2 acres in size with minimum lot widths of 200 feet. Minimum front, side, and rear yard requirements are 50, 25, and 75 feet, respectively.

The site is subject to a Settlement Stipulation and Agreement (Land Use Appeal No.2020-06335). The agreement includes flag lot land development terms and conditions pertaining to wetland preservation, routing of public sewerage, and restriction from further subdivision.

Present Use: Residential



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 22-705-3.A., C. and G.

from making roadway improvements along Curley Mill Road due to the rural nature of the existing roadway

Section 22-706

from installing sidewalks and curbing along Curley Mill Road to maintain the look of the roadway as no adjacent sidewalks are present

Sections 22-713

from providing street trees along Curley Mill Road due to the location of overhead utilities

Section 22-716.2

from the requirement to provide concrete monuments along the sanitary easement and along the property lines and instead provide iron pins as an alternative

The applicant has not provided the reason for the waiver request from Section 22-716.2 of the SALDO. 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 the waiver is based and the minimum modification necessary. The final plan should note all granted waivers.

2. **Park and recreation land**—Section 22-715.2.C.(1) of the SALDO requires that 2,500 square feet of land per new dwelling unit be dedicated to the township for park and recreation uses in all subdivisions. The plan does not indicate whether this provision has been satisfied either through direct dedication or fee-in-lieu.
3. **Stormwater management maintenance**—The applicant proposes a bioretention basin on Lot 2. We recommend the applicant provide a manual to the township and to the relevant property owner detailing all required maintenance for the stormwater management facility. This will help to ensure the long-term maintenance and performance of the stormwater facility and make the homeowner aware of their responsibilities for regular maintenance and repair of the facilities.
4. **Sewage facilities**—The applicant must submit a Sewage Facilities Planning Module Application Mailer to the Pennsylvania Department of Environmental Protection (PaDEP) to determine if an Act 537 Planning Module must be submitted for this proposed subdivision and land development.

This review will be included in the Bucks County Planning Commission board materials for the November 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.

JWS:emh

cc: Edward Mortimer (via email)
Robert L. Showalter, PE, R.L. Showalter & Associates, Inc. (via email)
Janene Marchand, PE, Gilmore & Associates, Township Engineer (via email)
Matt West, Township Manager (via email)

EXHIBIT “C”

Savarese
Crest

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

EDWARD MORTIMER
Plaintiff

NO. 2020-06335

v.

NEW BRITAIN TOWNSHIP
ZONING HEARING BOARD, et al
Defendants

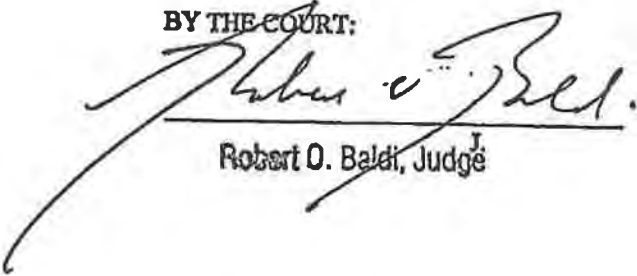
LAND USE APPEAL

SM

ORDER

AND NOW, this 6th day of June, 2022, upon consideration of the
Settlement Stipulation and Agreement of the parties, the Settlement Stipulation and Agreement is
hereby entered as an Order of Court.

BY THE COURT:


Robert O. Baldi, Judge

N.B. It is the responsibility of
all parties to notify all interested
parties of the content of this
order/action

{00978247}



Case #: 2020-06335-0038 13124652
Main (Public)
Code: 70 Judge:35
Rpt: Z2617680 8/7/2022 11:07:09 AM

Case# 2020-06335-37 - JUDGE:35 Received at County of Bucks Prothonotary on 05/24/2022 2:48 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: J. TODD B. SAVARESE, Esq.



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

BOARD MOTION

Date: November 21, 2022

I MOVE THAT: The Board approve Resolution 2022-26: PennDOT Traffic Signal Maintenance Agreement Signature Authorization, per the attachments.

Presented By: _____

Seconded By: _____

RESOLUTION NO. _____

BE IT RESOLVED, by authority of the _____
of the _____,
County, and it is hereby resolved by authority of the same, that the _____
of _____ be authorized and directed to submit
the attached Traffic Signal Maintenance Agreement, to submit future modifications to the attached
Traffic Signal Maintenance Agreement, and to submit future Applications for Traffic Signal
Approval either in writing or via electronic signature, to the Department of Transportation and to
sign this Agreement on behalf of _____.

Attest: _____

_____	11/21/22	By: _____	11/21/22
Signature	Date	Signature	Date

_____	_____
Title	Title

I, **Matt West**, **Secretary**
(Name) (Official title)

of the **New Britain Township Board of Supervisors**, do hereby certify that the
(Name of governing body and Municipality)

foregoing is a true and correct copy of the Resolution legally adopted at the meeting held

the 21st day of November, 2022.

_____	_____
Date	Signature

(SEAL)

AGREEMENT NO.: _____

EFFECTIVE DATE: _____

**COMMONWEALTH AND MUNICIPAL
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

This Commonwealth and Municipal Traffic Signal Maintenance Agreement (“Agreement”) is made between the Commonwealth of Pennsylvania, Department of Transportation (“PennDOT”)

and

New Britain Township
_____, a political subdivision in the County of
Bucks _____, Pennsylvania, by acting through its proper official (“Municipality”).

BACKGROUND

This Agreement is pursuant to 74 Pa.C.S. Chapter 92 (relating to traffic signals) and 75 Pa.C.S. § 6122 (relating to authority to erect traffic control devices) to define maintenance requirements for all traffic signals within the Municipality.

Local authorities are required to obtain the approval of PennDOT prior to erecting any traffic signal pursuant to 75 Pa.C.S. § 6122(a)(2). Local authorities are responsible for the installation, revision, maintenance, operation and removal of traffic signals on highways under their jurisdiction with written PennDOT approval pursuant to 67 Pa. Code § 212.5(c)(1). The Municipality is a local authority having the authority to enact laws relating to traffic pursuant to the definition in 75 Pa.C.S. § 102.

The Municipality is required to enter into an agreement with PennDOT to properly maintain and time traffic signals for critical corridors pursuant to 74 Pa.C.S. § 9202(b). The Municipality may enter into an agreement with PennDOT to properly maintain and time traffic signals for designated corridors pursuant to 74 Pa.C.S. § 9202(a). An agreement is required as a condition of eligibility for financial assistance out of the Motor License Fund to replace, synchronize, time, operate, and maintain traffic signals pursuant to 75 Pa.C.S. § 9511(e.1)(5).

Traffic signal equipment is installed to serve a specific purpose through a distinct mode of operations.

PennDOT and the Municipality share a common interest in facilitating the safe and efficient management of traffic flow on a daily basis as well as during incidents.

The parties agree, with the intent to be legally bound, to the following:

1. **Defined Terms.** In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the terms set forth below shall have the respective meanings set forth below.
 - a. **Maintenance** means preventative, periodic, and emergency work (including by contract), as described in this Agreement. The definition shall include all work forms and tenses (including, but not limited to, maintain, maintained, and maintaining).
 - b. **Personally Identifiable Information** means individual's name, address, photograph, social security number, driver identification number, photograph, medical or disability information, or a combination of that information, as per 18 U.S.C. § 2725(3), the Breach of Personal Information Notification Act, 73 P.S. § 2301, et seq., Commonwealth IT Policy ITP-SEC019 (Policy and Procedures for Protecting Commonwealth Electronic Data), and the applicable OPD documents publicly available at: <https://www.oa.pa.gov/Policies/Pages/itp.aspx>.

- c. **Traffic Control Devices** means geometric features, signs, signals, pavement markings, pedestrian accommodations, and other items associated with traffic control devices.
- d. **TSAMS** means Traffic Signal Asset Management System and is the preferred method for electronic record keeping.
- e. **Traffic Signal** means an electronically operated traffic control device that facilitates the orderly movement of traffic (including, without limitation, traffic control signals, pedestrian signals, flashing beacons, emergency vehicle access signals, lane-use control signals, ramp metering signals, school warning systems, and in-roadway lights). The useful life of traffic signal equipment is defined as the time from installation until it is either removed or replaced with signal equipment or other traffic control device(s) which better serves the need of the intersection.
- f. **Traffic Signal Permit** means a document issued by PennDOT, which:
 - i. approves installation of the Traffic Signal;
 - ii. captures some basic information such as who the permit is issued to, the hours that the Traffic Signal will be on flash, the type of controller mounting, and the permittee's responsibilities; and
 - iii. contains information about the operation of the Traffic Signal, the placement of signal equipment, signing, and markings, and a signal plan sheet showing a scaled drawing of the intersection with the approved Traffic Signal and other associated traffic control devices (such as signal structures, vehicular and pedestrian signal heads, controller, traffic detectors, traffic signs and any sign structures, pavement markings, pedestrian curb ramps).

2. **Applicability.** This agreement applies to all traffic signals in the Municipality for which a Traffic Signal Permit has been issued by PennDOT. Traffic Signals shall remain subject to this Agreement in perpetuity unless and until the Traffic Signal Permit is cancelled by PennDOT. A record of Traffic Signal Permits is maintained electronically by PennDOT and may be accessed at any time by the Municipality.

3. **Ownership of Traffic Signals and Maintenance Requirements.**

a. Ownership.

- i. Title to all Traffic Signal installations shall vest in the Municipality, unless PennDOT has indicated otherwise through publication in the Pennsylvania Bulletin pursuant to 74 Pa.C.S. § 9202(i)(1).
- ii. When a new Traffic Signal is constructed, ownership of the Traffic Signal transfers to the Municipality upon end of the thirty- (30-) day test period. PennDOT will confirm end of the thirty- (30-) day test period in writing.
- iii. When a Traffic Signal is modified, ownership of the modified elements of the Traffic Signal transfers to the Municipality upon end of the thirty- (30-) day test period in writing. Traffic Signal appurtenances that are not modified as part of the work remain under ownership of the Municipality.
- iv. All items associated with the Traffic Control Device are the Municipality's responsibility, as documented on the Traffic Signal Permit issued by PennDOT. Longitudinal pavement markings on state highways are the responsibility of PennDOT and will be maintained by PennDOT.
- v. The Municipality shall, at its own expense, operate the Traffic Signals in accordance with the permit(s) issued by PennDOT.

b. Preventative and Response Maintenance.

- i. The Municipality shall provide preventative and response Maintenance at its own expense, for all Traffic Signals owned by the Municipality in order to provide the Maintenance program described in this Agreement.
- ii. The required preventative and response Maintenance functions shall be provided in the manner indicated in Exhibit A, attached to and made part of this Agreement.
- iii. The Municipality agrees that the provisions of Exhibit B, attached to and made a part of this Agreement, shall apply if either Maintenance function is performed using municipal personnel.
- iv. If the Municipality employs a contractor to perform either Maintenance function, the Municipality agrees to submit the name and address of the contractor to PennDOT using the form in Exhibit C, attached to and made part of this Agreement, together with a copy of the agreement between the

contractor and the Municipality. The Municipality shall submit a revised Municipal Contact Form (Exhibit C) within thirty (30) days of any changes to the information contained on the form. The form shall be submitted to the attention of the District Traffic Engineer within the PennDOT Engineering District encompassing the Municipality, or in such other format as prescribed by PennDOT. The use of a contractor does not relieve the Municipality of any obligations of this Agreement.

c. Maintenance Records.

- i. The Municipality agrees to prepare and retain an accurate record of the preventative and response Maintenance activities performed on Traffic Signals owned by the Municipality in accordance with the provisions of Exhibit D, attached to and made part of this Agreement.
- ii. The Municipality shall make Maintenance records available at all reasonable times for inspection by PennDOT.

4. Failure to Perform Maintenance. If the Municipality fails to fulfill its responsibilities as described herein, PennDOT shall provide written notice pursuant to 74 Pa.C.S. § 9202(e). If the Municipality failed to meet the requirements of the written notice, PennDOT may take action to correct the deficiencies and may deduct the actual costs of correcting the deficiencies from the Municipality's liquid fuels payments pursuant to 74 Pa.C.S. § 9202(g). Performance of the Maintenance services by PennDOT in the Municipality's stead shall not relieve the Municipality of its responsibility for continued Maintenance of Traffic Signals. If the Traffic Signal was installed or improved using state or federal funds, federal- and/or state-aid participation may be withheld on all future projects until the Municipality demonstrates to PennDOT and the Federal Highway Administration that all required Maintenance and operation services are being provided by the Municipality without the necessity of PennDOT performing duties herein described as being the responsibility of the Municipality.

5. **Notices.** Notices sent by PennDOT to the Municipality relating to Traffic Signals will be sent by regular mail, facsimile, e-mail, or delivery in person to the address of the nonemergency contact provided on the form in Exhibit C.

6. **Application for Traffic Signal Permits.** A signed Traffic Signal Application Form TE-160, see attached Exhibit E, attached to and made part of this Agreement, shall be submitted by the Municipality in accordance with the form and instructions provided by PennDOT, and a Traffic Signal Permit must be issued by PennDOT, before any work can begin on any new Traffic Signal or modification to an existing Traffic Signal. If PennDOT approves a new Traffic Signal after a traffic engineering study and engineering judgment indicates the need, the Traffic Signal shall be installed, owned, operated, and maintained in accordance with this Agreement. PennDOT may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the Traffic Signal, or require removal of the Traffic Signal, if traffic conditions or other considerations necessitate alteration or removal. The Municipality is responsible for the obtaining approval for installation of Traffic Signal appurtenances outside highway right-of-way. Traffic Signals installed using Liquid Fuels Tax funds must conform to PennDOT specifications as set forth in the current Publication 408, supplements and Standard Drawings.

7. **Highway Occupancy Permits.** Section 441.3 of Title 67 of the Pennsylvania Code (67 Pa. Code, Chapter 441) stipulates that a highway occupancy permit is required from the Department prior to the construction or alteration of any driveway, local road, drainage facility, or structure within state highway right-of-way; or connection to or alteration of a PennDOT drainage facility. The Municipality shall submit for a Highway Occupancy Permit whenever embankment removal, curbing and/or sidewalk, drainage structures, changes in highway geometry, pavement widening, or installation of additional lanes are performed within the right-of-way of any state highway. Additional requirements and guidance are defined within Publication 441 (*see* Chapter 441, i.e., “Access to and Occupancy of Highways by Driveways and Local Roads”).

8. Remote Communications and Operations.

- a. **Virtual Private Network.** Communications (including field-to-field and field-to-network) access shall be provided through PennDOT's virtual private network ("VPN"). The Municipality may request user credentials, which may be provided on a case-by-case basis at PennDOT's discretion.
- b. **System Equipment Cabinet.** Access to the on-site equipment cabinet housing connections to PennDOT's VPN shall be restricted (by key, access badge, or otherwise). The Municipality may request access, which may be provided at the PennDOT's discretion. PennDOT may establish minimum qualifications for Traffic Signal technicians to have access.
- c. **Traffic Signal System Monitoring.** The Municipality agrees to permit PennDOT to monitor traffic conditions using Traffic Signal equipment within the boundaries of the Municipality during times of normal traffic flow and during times of an incident. PennDOT during signal monitoring will suggest traffic signal timing adjustments to the Municipality in order to improve normal traffic flow. Traffic signal timings suggested to improve normal traffic flow can be implemented remotely by either PennDOT or the Municipality upon mutual acceptance of new timings.
- d. **Incident Management.** In the event of an incident, the Municipality agrees to allow PennDOT to implement revised traffic signal timing and phasing plans at any Traffic Signal subject to this agreement. PennDOT will contact the Municipality prior to the implementation of revised traffic signal timing and phasing plans. Upon clearance of incident, PennDOT will return affected Traffic Signals to operate as reflected on the approved Traffic Signal Permit. Upon resumption of normal operations, PennDOT will notify the Municipality. Notification under this section from PennDOT to the Municipality will be to the emergency contact identified in Exhibit C.

- 9. **Data Ownership.** All data generated by the Traffic Signal equipment shall be jointly owned by PennDOT and the Municipality. PennDOT or the Municipality may share data with third parties for the purpose of providing traveler information. PennDOT and the

Municipality have the obligation to protect any Personally Identifiable Information collected in accordance with the applicable laws and regulations.

10. **Engineering Studies and Ordinances.** The Municipality shall comply with the study and ordinance requirements of 75 Pa.C.S. § 6109.

11. **Save Harmless.** The Municipality agrees that it will indemnify, save harmless and defend (if requested) PennDOT, its agents, representatives and employees, from all suits, actions or claims of any character name or description, damages, judgments, expenses, attorney's fees and compensation arising out of personal injury, death or property damage, sustained or alleged to have been sustained in whole or in part by any and all persons whatsoever, as a result of or arising out of any act, omission, neglect or misconduct of the Municipality, its officers, agents, contractors or employees, during the performance of its obligations under this Agreement and thereafter. This provision shall not be construed to limit the Municipality in asserting any rights or defenses. Additionally, the Municipality shall include in any contracts into which it enters for Maintenance, operation, or inspection of the traffic control device this same obligation to indemnify PennDOT and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming PennDOT and the Municipality as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify PennDOT and the Municipality.

12. **Required Commonwealth Provisions.** The Municipality shall comply with the following required Commonwealth provisions. As used in these provisions, "Contractor" refers to the Municipality:

- a. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, attached as Exhibit F.
- b. **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, attached as Exhibit G.

- c. **Provisions Concerning the Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, attached as Exhibit H.
 - d. **Contractor Responsibility Provisions.** The current version of the Commonwealth Contractor Responsibility Provisions, attached as Exhibit I.
13. **Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Grantee shall comply with, the clause entitled Contract Provisions—Right to Know Law, attached as Exhibit J and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the Grantee.
14. **Form TE-160 Application for Traffic Signal Approval.** Applications for traffic signals shall follow the process as specified in PennDOT Publication 46. As part of this process, the Municipality shall submit via writing recommended changes to the existing traffic signals, or request to remove an existing Traffic Signal or install a new Traffic Signal using Form TE-160, attached as Exhibit E, along with all supporting studies and documentation for PennDOT review and approval.
15. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties, except as otherwise provided in this Agreement. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.
16. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.
17. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or the laws of the Commonwealth, or the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of

the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

18. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other parties of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
19. **Independence of the Parties.** This Agreement is not intended and shall not be construed to, in any respect, create or establish the relationship of partners between the Municipality and PennDOT, or to constitute PennDOT as the representative or general agent of the Municipality for any purpose whatsoever.
20. **Assignment.** This Agreement may not be assigned by the Municipality, either in whole or in part, without the written consent of the Commonwealth.
21. **No Third-Party Beneficiary Right.** This Agreement does not create or confer any rights in or on persons or entities not a party to this Agreement.
22. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if the failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimized delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
23. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all

the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. No conditions precedent to the performance of this Agreement exist, except as expressly set forth in this Agreement.

24. **Repeals.** Upon execution of this Agreement, any other existing agreements between PennDOT and the Municipality relating to the Maintenance of Traffic Signals are superseded and repealed, and any such Traffic Signals shall be subject to the terms of this Agreement.

[The remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

Attest:

Municipality

Signature Date

Signature Date
Matt West

Printed Name

Printed Name
Township Manager

Title

Title

Please attach a resolution providing proof of signature authority for the signer to sign on behalf of the Municipality, Authority or other governmental entity. Signers need to indicate titles and date signatures.

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

Secretary or Designee Date

APPROVED AS TO FORM AND LEGALITY:

BY _____
Office of Chief Counsel Date

Preapproved Form: OGC No. 18-FA-81.0
OAG Approved 8/17/2021

PREVENTATIVE AND RESPONSE MAINTENANCE REQUIREMENTS

PREVENTATIVE MAINTENANCE

Municipality or its contractor shall provide preventative maintenance for individual components of each traffic signal installation covered by this Agreement. PennDOT Publication 191 identifies the required preventative maintenance activities/scheduling intervals for each of the various traffic signal components. Provide preventative maintenance as specified in Publication 191 to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

RESPONSE MAINTENANCE

Municipality or its contractor shall provide response maintenance for individual components of each traffic signal installation covered by this Agreement. PennDOT Publication 191 identifies the required response intervals and repair intervals for each of the various traffic signal components. Provide response maintenance as specified in Publication 191 to restore a traffic signal system to proper and safe operation. Includes Emergency (Temporary) Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit and within response intervals and repair intervals as specified in Publication 191.

EMERGENCY (TEMPORARY) REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within response intervals and repair intervals as specified in Publication 191. Final repairs must then be completed within time intervals as specified in Publication 191.

SIGNAL MAINTENANCE ORGANIZATION

PERSONNEL CLASSIFICATIONS

In order to properly maintain the traffic signal equipment covered by this agreement, Municipality agrees to provide, as minimum, the following staff throughout the useful life of the equipment. Municipality agrees to abide by all guidance provided in PennDOT Publication 191 related to minimum requirements for each position as follows:

Traffic Engineer – Administrative position with prime responsibility for proper operation of traffic signal equipment. Supervises and plans activities of Signal Technicians and Signal Specialists to ensure adequate preventative and response maintenance programs.

Signal Specialist – Responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Signal Technician – Responsible for the operation and maintenance of traffic signals and all associated equipment.

TRAINING

Municipality agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. Municipality agrees to abide by all guidance provided in PennDOT Publication 191.

BUDGET REQUIREMENTS

Municipality agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this agreement. Municipality agrees to abide by all guidance provided in PennDOT Publication 191.

MUNICIPAL CONTACT INFORMATION

Non – Emergency Municipal Contact Information

Name of Municipality: New Britain Township
Municipal Address: 207 Park Avenue, Chalfont, PA 18914
Municipal Phone Number: (215) 822-1391 Alternate Phone Number: _____
Municipal Contact Person: Matt West Title: Manager
E-mail Address: mwest@newbritaintownship.org
Municipal Hours of Operation: 8am-4pm M-F
Preferred Method of Contact: Phone E-Mail

Emergency Municipal Contact Information

Emergency Contact Person: Matt West Title: Manager
Municipal Phone Number: (215) 822-1391 Alternate Phone Number: _____
E-mail Address: mwest@newbritaintownship.org
Preferred Method of Contact: Phone E-Mail

Maintenance and Operation Information

Preventative Maintenance performed by:
 Municipal Personnel Municipal Contractor Municipal Personnel & Contractor
Response Maintenance performed by:
 Municipal Personnel Municipal Contractor Municipal Personnel & Contractor
Maintenance and Operations Contractor Contact Name: _____
Company/Organization: _____
Phone #: _____ Alt Phone #: _____
E-mail: _____

RECORDKEEPING

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. Municipality shall prepare, retain, and make available to PennDOT, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this agreement.

Municipality shall establish a separate file for each traffic signal installation and keep its records in TSAMS or on other forms prescribed by PennDOT in Publication 191.

At a minimum, the following records shall be kept by the Municipality or its contractor for each intersection.

Master Intersection Record

List of all maintenance functions performed at the intersection, which should be updated within one day of the activity but no more than one week later

Response Maintenance Record

A log recording the location, date, time, caller, receiver and complaint received, maintenance personnel, time dispatched, trouble found, and time cleared

Preventive Maintenance Record

A log for each preventative maintenance service that includes the date, tasks performed, and signatures of personnel performing the work



APPLICATION FOR TRAFFIC SIGNAL APPROVAL

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK

A – Maintenance and Operation Information

- Municipality has an existing Traffic Signal Maintenance Agreement covering all signals in the municipality. Issuance of a new or revised permit amends Municipality's signal list in TSAMS.
- Municipality does not have an existing Traffic Signal Maintenance Agreement covering all signals in the municipality. Traffic Signal Maintenance Agreement must be completed, executed by the municipality, and attached to this application.

B – Application Description

PennDOT District: _____ County: _____ Municipality: _____

Location (Intersection): _____

Traffic Control Device is: NEW Traffic Signal EXISTING Traffic Signal, permit # _____

Type of Device (select one): Traffic Control Signal (MUTCD Section 4D, 4E, 4G)

Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B)

Other _____

Is Traffic Signal part of a system? Yes No System Number (if applicable): _____

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements.

C – Attachments Listing

- | | | |
|---|--|---|
| <input type="checkbox"/> Municipal Resolution | <input type="checkbox"/> Location Map | <input type="checkbox"/> Traffic Volumes/Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs | <input type="checkbox"/> Turn Lane Analysis |
| <input type="checkbox"/> Warrant Analysis | <input type="checkbox"/> Straight Line Diagram | <input type="checkbox"/> Turn Restriction Studies |
| <input type="checkbox"/> Crash Analysis | <input checked="" type="checkbox"/> Capacity Analysis | <input type="checkbox"/> Municipal Contact Information |
| <input type="checkbox"/> Traffic Signal Study | <input checked="" type="checkbox"/> Traffic Impact Study (TIS) | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Condition Diagram | | |

D – Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location identified above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. Applicant agrees to own and maintain the traffic signal in accordance with the Traffic Signal Maintenance Agreement executed between Municipality and the Department, dated _____.

By (Signature): _____ Date: _____

Printed Name of Municipal Authorized Official: _____

Title of Signatory: _____

DEPARTMENT USE ONLY

County: _____ Engineering District _____

Department Tracking #: _____ Initial Submission Date: _____

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- 3.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- 4.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- 6.** The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 7.** The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Exhibit F



Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit F



CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.



- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3)** had any business license or professional license suspended or revoked;
 - (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit G



- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.



PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

- 1.** Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- 2.** The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT H



Contractor Responsibility Provisions

(December 2020)

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

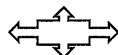
1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

Exhibit I

Contract Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

EXHIBIT J

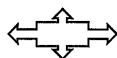


g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

EXHIBIT J





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

BOARD MOTION

Date: November 21, 2022

I MOVE THAT: The Board approve the hiring of Zane Snyder to the Public Works Department as a Laborer/Operator/Truck Driver, effective November 22, 2022.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: November 21, 2022

I MOVE THAT: The Board accept PCCD Subgrant Award Number 2021-BW-01-37745 and authorize the Board Chair Gregory T. Hood to sign the PCCD Grant Award Notice, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisors
FROM: Chief Clowser
DATE: November 21, 2022
RE: PCCD Grant Award Notice Acceptance

On November 14, 2022, the Township was awarded a Pennsylvania Commission on Crime and Delinquency (PCCD) grant in the amount of \$26,500 for Body Worn Camera Policy and Implementation. This is a matching grant for the project period of 10/1/2022 – 9/30/2024 with the ability to extend the grant period for 1 year if needed.

The grant will offset the cost of purchasing body worn cameras for the police department. The police department is currently evaluating body worn cameras from at least three manufactures and anticipates making a recommendation to the board of supervisors in the first quarter of 2023.

The grant award must be formally accepted by the Township.

STAFF RECOMMENDATION:

Approve a motion to accept PCCD Subgrant Award Number 2021-BW-01-37745 and have Chairman Hood sign the Award Notice.

1. Recipient Name and Address New Britain Township 207 Park Ave Chalfont, Pennsylvania 18914-2103		2. PCCD Subgrant Award Number 2021-BW-01-37745
		3. Total Award Amount: \$26,500.00
4. Project Title "2022 Body-Worn Camera Policy and Implementation"		5. Project Period 10/1/2022 - 9/30/2024
6. Special Conditions This grant is approved subject to such conditions or limitations as set forth below: <ol style="list-style-type: none"> 1. This award will become effective when an appropriate official of your organization accepts it by signing and attaching the signed copy to Egrants. 2. This subgrant is offered on the condition that you comply in administering your program with: <ol style="list-style-type: none"> a. All of the representations contained in your application, as amended b. The most recent version of PCCD's standard subgrant conditions (December 2020) c. PCCD's Applicant's Manual d. For federally funded awards, all applicable federal grant guidelines including, but not limited to, 2 CFR 200, the Department of Justice Grants Financial Guide and the special conditions listed on PCCD's federal award(s) applicable to this subaward. PCCD's federal awards can be found at http://www.pccd.pa.gov/Funding/Pages/PCCD-Federal-Awards.aspx 		7. Funding Details <u>Fund Source #1</u> 2021 BW Award Amount: \$26,500.00 2021 BW Project Period: 10/1/2022 - 9/30/2024 2021 BW ALN: 16.835 2021 BW Federal Award #: 15PBJA-21-GG-04418-BWCX
Continued on the Following Page(s)		
8. Fiscal Contact Ms. Cynthia Kuchar ckuchar@pa.gov 717-265-8492	9. Program Contact Ms. Tiana Smith tiasmith@pa.gov 717-265-8493	
10. Name and Title of Approving Official Derin Myers Director, Office of Financial Management and Administration		11. Name and Title of Authorized Recipient Mr. Gregory T. Hood Chair, Board of Supervisors
12. Signature of Approving Official /Derin Myers/ Electronically Signed: 11/14/2022 11:36AM		13. Signature of Authorized Recipient

PCCD Subgrant Award Number: 2021-BW-01-37745

SPECIAL CONDITIONS

3. As a condition of the Award, the applicant will participate in training and/or technical assistance activities, as specified by PCCD, for the successful implementation of this initiative. Funds cannot be released until PCCD receives the Policy and Scorecard.

Law enforcement agencies are required to work with the BJA-funded BWC training and technical assistance (TTA) provider as part of the policy development process prior to the release of funds for implementation.

The following requirements will apply to all BWC PIP recipients:

1. Regular calls, monthly at minimum, with the training and technical assistance (TTA) provider to report progress and receive guidance.
2. Documentation of comprehensive BWC policy development through (a) submission of a BWC certification form or BWC policy, and (b) completion of the BWC Policy Scorecard in cooperation with the TTA provider.
3. Procurement of BWCs, and any other funding equipment and services, in a manner compliant with federal and local procurement guidelines.
4. Completion of an exit conference with and report with the TTA provider.
4. By accepting this award, the agency agrees, as indicated in Act 22 of 2017, to the following:
 - (b)(1) Requiring the grantee to have a protocol, guidelines or written policies related to the implementation, use, maintenance or storage of body worn cameras.
 - (b)(2) Requiring that such a protocol, guidelines or written policies are publicly accessible, including being retrievable on a municipal website.
 - (b)(3) Ensuring that the protocol, guidelines, or written policies substantially comply with applicable recommendations by the Commission.



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

BOARD MOTION

Date: November 21, 2022

I MOVE THAT: The Board adopt Resolution #2022-27: Employee Manual Update, effective January 1, 2023, per the attachments.

Presented By: _____

Seconded By: _____

**NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA**

RESOLUTION 2022-27

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN
TOWNSHIP, ADOPTING A CODIFIED AND UPDATED EMPLOYEE POLICY
MANUAL**

Whereas: Resolution #80-15, the “New Britain Township Employee Handbook” was first adopted by the Board of Supervisors of New Britain Township on December 22, 1980; and

Whereas: Resolution #80-15 also authorized the updating of Township policies and procedures from time to time; and

Whereas: These policies and practices have been updated from time to time, due to changing circumstances and laws;

NOW, THEREFORE, BE IT RESOLVED THAT: the rules and polices applying to New Britain Township Employees, which have been revised and updated as of today’s date, are hereby adopted as the “New Britain Township Employee Policy Manual” which shall serve as official Policy of the Township of New Britain unless and until the Board of Supervisors approves contrary official action. Any existing Township policies, and/or procedures in conflict with, or contrary to the updated New Britain Township Employee Policy Manual or to this Resolution are hereby rescinded and declared null and void.

Resolved this 21st Day of November, 2022.

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

Gregory T. Hood - Chairman

William B. Jones, III - Vice Chairman

Cynthia M. Jones - Member

Marybeth McCabe, Esq. - Member

Stephanie Shortall- Member

Attest: _____
Matt West, Township Manager



INFORMATION ITEMS



Township of New Britain

Office of Code Enforcement

October 2022

PERMITS ISSUED 52

BUILDING INSPECTION 66
 United electrical 18

OCCUPANCY INSPECTIONS 30
 RE-INSPECTION 15

COMMERCIAL FIRE INSPECTIONS 1

FIRE CALLS Total 11

 CHALFONT 7
 DOYLESTOWN 0
 DUBLIN 0
 HILLTOWN 0 No Report Submitted

Chalfont Fire Company
Chiefs Report - October 2022

Total # of Incidents - : 26

Types of Calls

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

Total Staff Hours for Calls 226:06:00

Alarms per Municipality

Chalfont Boro	3
Doylestown Boro	1
Doylestown Twp	3
Montgomery Twp	6
New Britain Twp	7
Colmar	4
Sellerville Boro	1
Warrington Twp	1

Training and Maintenance Drills 3

Total training hours 248:00:00 Total Available Points: 29

TOTAL STAFF HRS FIRES AND TRAINING 474:06:00

Chalfont Chemical Fire Company

Chalfont, PA

This report was generated on 11/3/2022 3:49:47 PM

Incidents per Zone for Date Range

Start Date: 10/01/2022 | End Date: 10/31/2022

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
ZONE: 27 - Chalfont Boro				
2022-17566	745 - Alarm system activation, no fire - unintentional	10/11/2022	350 N Main St	34/74
2022-17584	600 - Good intent call, other	10/11/2022	23 Patriot Dr	34/74
2022-18762	440 - Electrical wiring/equipment problem, other	10/29/2022	W. Hamilton St/ Coventry Rd	34/74

Total # Incidents for 27: 3

ZONE: 28 - Doylestown Boro				
2022-17317	311 - Medical assist, assist EMS crew	10/07/2022	80 Blue Jay Rd	34/74

Total # Incidents for 28: 1

ZONE: 29 - Doylestown Twp.				
2022-16958	111 - Building fire	10/02/2022	777 Ferry Rd	34/74
2022-17221	745 - Alarm system activation, no fire - unintentional	10/06/2022	777 Ferry Rd	34/74
2022-18065	111 - Building fire	10/19/2022	2425 Lower State Rd	34/74

Total # Incidents for 29: 3

ZONE: 47-MT - Montgomery Twp.				
2022-17184	111 - Building fire	10/05/2022	640 Bethlehem Pk	34/74
2022-17656	111 - Building fire	10/12/2022	214 Grays Ln	34/74
2022-17732	111 - Building fire	10/13/2022	109 Lenape Dr	34/74
2022-18271	412 - Gas leak (natural gas or LPG)	10/22/2022	307 Amy Ct	34/74
2022-18322	111 - Building fire	10/22/2022	107 Guinness Ln	34/74
2022-18751	111 - Building fire	10/28/2022	171 Commerce Dr	34/74

Total # Incidents for 47-MT: 6

ZONE: 48 - New Britian Twp.				
2022-17224	600 - Good intent call, other	10/06/2022	323 W Butler Ave	34/74
2022-17580	745 - Alarm system activation, no fire - unintentional	10/11/2022	95 Creek Rd	34/74
2022-18083	352 - Extrication of victim(s) from vehicle	10/19/2022	753 New Galena Rd	34/74
2022-18324	745 - Alarm system activation, no fire - unintentional	10/22/2022	165 Creek Rd	34/74
2022-18361	600 - Good intent call, other	10/23/2022	320 W Boulder Dr	34/74
2022-18507	745 - Alarm system activation, no fire - unintentional	10/25/2022	1200 Anthem Way	34/74
2022-18522	444 - Power line down	10/25/2022	521 Lexington Ave	34/74

Total # Incidents for 48: 7

ZONE: 55 - Colmar/Hatfield Twp				
2022-17957	611 - Dispatched & cancelled en route	10/17/2022	2 Briar Path	34/74

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2022-18016	745 - Alarm system activation, no fire - unintentional	10/18/2022	3101 Walnut St	34/74
2022-18263	745 - Alarm system activation, no fire - unintentional	10/22/2022	3400 E Walnut St	34/74
2022-18454	736 - CO detector activation due to malfunction	10/25/2022	2120 N Line St	34/74

Total # Incidents for 55: 4

ZONE: 63 - Sellersville Boro				
2022-16981	111 - Building fire	10/03/2022	729 Ridge Rd	34/74

Total # Incidents for 63: 1

ZONE: 75 - Warrington Twp.				
2022-18909	571 - Cover assignment, standby, moveup	10/31/2022	2310 Freedoms Way	34/74

Total # Incidents for 75: 1

TOTAL # INCIDENTS: 26

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



Dublin Volunteer Fire Company

Month: **October 2022**

FIRE CALLS ANSWERED		OTHER PERTINENT INFORMATION	
Apartment			
Assists			
Engine		Time in Service	12 Hrs 23 Min
Field		Total Man Hours	93 Hrs 24 Min
Full Company	1	Average Call Length	37 Min
Ladder			
Rescue			
Squad	2		
Tanker		Total Personnel	141
Air Medical Evacuation		Total Ave. Personnel per Call	8
Alarm System	5		
Auto Extrication			
Auto Response	2		
Barn			
Brush			
Building		Borough/Township	
Chimney			
CO Alarm		Bedminister Township	5
Corn Dryer		Dublin Borough	5
Cover/Up		East Rock Hill Township	2
Cover/Up Assist		Hilltown Township	3
Domestic Rescue		New Britainn Township	
Dwelling	1	Plumstead Township	4
Extinguished Dwelling		Nockamixon Township	
Fuel Spill		Tinicum Township	
Fumes in a Building	2	Perkasie Borough	
Garage		West Rockhill Township	1
Hazardous Material			
Investigation			
Marine Rescue			
Rubish			
Special Assignment			
Stand by Accident	2		
Other Chiefs Page			
Vehicle Fire	1		
Wires	4		
Total Number of Calls	20	Total Number of Calls	20

Signature of Chief

Sevin 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>
2022-12032-B2	10/18/2022	5 NAOMI LANE	Building	Residential	Closed
2022-12198-B1	10/17/2022	4373 COUNTY LINE ROAD	Building	Commercial	Approved
2022-12461-B2	10/28/2022	502 NEW GALENA ROAD	Building		Approved
2022-12479-B2	10/21/2022	555 NEW GALENA ROAD	Building		Approved
2022-12552-B2	10/21/2022	564 ASHLEY DRIVE	Building		Approved
2022-12553-B2	10/03/2022	1820 N LIMEKILN PIKE	Building		Approved
2022-12554-B2	10/06/2022	414 OLD IRON HILL ROAD	Building		Approved
2022-12590-B2	10/03/2022	301 MILL RIDGE DRIVE	Building		Approved
2022-12652-B1	10/18/2022	114 CAMBRIDGE PLACE	Building	Residential	Approved
2022-12663-B1	10/26/2022	34 CURLEY MILL ROAD	Building	Residential	Approved
2022-12664-B1	10/26/2022	319 ROCKY COURT WEST	Building	Residential	Approved
2022-12667-B1	10/25/2022	129 PEGGY LANE	Building	Residential	Approved
2022-12679-B1	10/28/2022	202 KING ROAD	Building	Residential	Approved
2022-12032-E3	10/18/2022	5 NAOMI LANE	Electrical	Residential	Closed
2022-12198-E2	10/17/2022	4373 COUNTY LINE ROAD	Electrical	Commercial	Approved
2022-12461-E3	10/28/2022	502 NEW GALENA ROAD	Electrical		Approved
2022-12479-E3	10/21/2022	555 NEW GALENA ROAD	Electrical		Approved
2022-12552-E3	10/21/2022	564 ASHLEY DRIVE	Electrical		Approved
2022-12553-E3	10/03/2022	1820 N LIMEKILN PIKE	Electrical		Approved
2022-12590-E3	10/03/2022	301 MILL RIDGE DRIVE	Electrical		Approved
2022-12642-E1	10/06/2022	122 UPPER STATE ROAD	Electrical	Residential	Closed



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2022-12652-E2	10/18/2022	114 CAMBRIDGE PLACE	Electrical	Residential	Approved
2022-12662-E1	10/18/2022	301 MILL RIDGE DRIVE	Electrical	Residential	Approved
2022-12663-E2	10/26/2022	34 CURLEY MILL ROAD	Electrical	Residential	Approved
2022-12664-E2	10/26/2022	319 ROCKY COURT WEST	Electrical	Residential	Approved
2022-12679-E2	10/28/2022	202 KING ROAD	Electrical	Residential	Approved
2022-12198-P4	10/17/2022	4373 COUNTY LINE ROAD	Plumbing	Commercial	Approved
2022-12629-P1	10/03/2022	207 OVERLOOK DRIVE	Plumbing	Residential	Approved
2022-12652-P3	10/18/2022	114 CAMBRIDGE PLACE	Plumbing	Residential	Approved
2022-12655-P1	10/17/2022	312 BUTLER DRIVE	Plumbing	Residential	Approved
2022-12664-P3	10/26/2022	319 ROCKY COURT WEST	Plumbing	Residential	Approved
2022-12639-RO1	10/06/2022	392 STONYHILL DRIVE	Road Occupancy	Residential	Closed
2022-12640-RO1	10/06/2022	1 TOWER HILL ROAD	Road Occupancy	Residential	Closed
2022-12643-RO1	10/07/2022	24 FARBER DRIVE	Road Occupancy	Residential	Approved
2022-12648-RO1	10/17/2022	101 GERTRUDE DRIVE	Road Occupancy	Residential	Approved
2022-12651-RO1	10/18/2022	15 KATHRYN ROAD	Road Occupancy	Residential	Approved
2022-12659-RO1	10/25/2022	8 SKYLINE DRIVE	Road Occupancy	Commercial	Approved
2022-12666-RO1	10/24/2022	101 SHADY HILL DRIVE	Road Occupancy	Residential	Approved
2022-12668-RO1	10/25/2022	WALTER ROAD	Road Occupancy	Commercial	Approved
2021-11406-A6	10/21/2022	121 KING ROAD	Accessory Structure	Residential	Approved
2020-11030-UO6	10/31/2022	161 S LIMEKILN PIKE	Use & Occupancy	Residential	Closed
2021-11363-UO7	10/14/2022	302 MILL RIDGE DRIVE	Use & Occupancy	Residential	Closed



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2021-11379-UO7	10/17/2022	306 MILL RIDGE DRIVE	Use & Occupancy	Residential	Approved
2021-11407-UO1	10/11/2022	141 CHEESE FACTORY ROAD	Use & Occupancy	Residential	Closed
2021-11539-UO7	10/14/2022	301 MILL RIDGE DRIVE	Use & Occupancy	Residential	Closed
2021-11792-UO6	10/17/2022	303 MILL RIDGE DRIVE	Use & Occupancy	Residential	Closed
2022-11972-UO1	10/25/2022	392 STONYHILL DRIVE	Use & Occupancy	Residential	Approved
2022-12312-UO1	10/04/2022	200 HIGHPOINT DRIVE	Use & Occupancy	Commercial	Closed
2022-12428-UO1	10/18/2022	219 LOCH ALSH DRIVE	Use & Occupancy		Closed
2022-12510-UO1	10/05/2022	139 CAMBRIDGE PLACE	Use & Occupancy	Residential	Closed
2022-12514-UO1	10/11/2022	14 TERESA LANE	Use & Occupancy	Residential	Closed
2022-12531-UO1	10/04/2022	511 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12539-UO1	10/17/2022	122 UPPER STATE ROAD	Use & Occupancy	Residential	Closed
2022-12547-UO1	10/04/2022	111 KRISTA COURT	Use & Occupancy	Residential	Closed
2022-12548-UO1	10/05/2022	324 ROCKY COURT WEST	Use & Occupancy		Closed
2022-12557-UO1	10/18/2022	140 CEDAR HILL ROAD	Use & Occupancy	Residential	Closed
2022-12560-UO1	10/11/2022	15 WALDEN WAY	Use & Occupancy	Residential	Closed
2022-12565-UO1	10/05/2022	101 STONE CREEK LANE	Use & Occupancy	Residential	Closed
2022-12583-UO1	10/06/2022	6202 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2022-12584-UO1	10/06/2022	6203 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2022-12585-UO1	10/06/2022	7101 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2022-12586-UO1	10/06/2022	7202 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2022-12587-UO1	10/06/2022	7204 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed



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2022-12588-U01	10/06/2022	8101 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2022-12589-U01	10/06/2022	8204 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2022-12605-U01	10/31/2022	114 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12607-U01	10/10/2022	204 WILTSHIRE DRIVE	Use & Occupancy	Residential	Closed
2022-12610-U01	10/05/2022	1910 SWAMP ROAD	Use & Occupancy	Residential	Closed
2022-12611-U01	10/05/2022	326 GLENNBROOK WAY	Use & Occupancy	Residential	Closed
2022-12615-U01	10/25/2022	44 CARTLANE CIRCLE	Use & Occupancy	Residential	Closed
2022-12619-U01	10/11/2022	1910 SWAMP ROAD	Use & Occupancy	Residential	Closed
2022-12620-U01	10/05/2022	100 SUFFIELD COURT	Use & Occupancy	Residential	Closed
2022-12622-U01	10/26/2022	318 NOTTINGHAM PLACE	Use & Occupancy	Residential	Closed
2022-12623-U01	10/11/2022	126 S LIMEKILN PIKE	Use & Occupancy	Residential	Closed
2022-12630-U01	10/10/2022	104 WILLIAMSON COURT	Use & Occupancy	Residential	Closed
2022-12631-U01	10/26/2022	308 REMINGTON COURT	Use & Occupancy	Residential	Closed
2022-12637-U01	10/17/2022	203 MOHEGAN STREET	Use & Occupancy	Residential	Closed
2022-12645-U01	10/12/2022	113 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12646-U01	10/24/2022	1114 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12461-Z1	10/20/2022	502 NEW GALENA ROAD	Zoning		Approved
2022-12554-Z1	10/04/2022	414 OLD IRON HILL ROAD	Zoning		Approved
2022-12593-Z1	10/04/2022	1 WALDEN WAY	Zoning		Approved
2022-12600-Z1	10/18/2022	122 UPPER STATE ROAD	Zoning		Approved
2022-12601-Z1	10/10/2022	9 NAOMI LANE	Zoning		Approved



New Britain Township

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

Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2022-12616-Z1	10/31/2022	138 UPPER STUMP ROAD	Zoning		Approved
2022-12617-Z1	10/20/2022	103 THORNBURRY COURT	Zoning		Approved
2022-12626-Z1	10/25/2022	408 DOVER DRIVE	Zoning		Approved
2022-12632-Z1	10/25/2022	1735 UPPER STUMP ROAD	Zoning		Approved
2022-12636-Z1	10/25/2022	206 JULIE ROAD	Zoning		Approved
2022-12669-Z1	10/31/2022	136 BRITTANY DRIVE	Zoning		Approved
2022-12198-F5	10/17/2022	4373 COUNTY LINE ROAD	Fire	Commercial	Approved
2022-12525-F1	10/31/2022	4371 COUNTY LINE ROAD	Fire	Commercial	Approved
2022-12663-F5	10/26/2022	34 CURLEY MILL ROAD	Fire	Residential	Approved
2022-12670-F1	10/25/2022	8 SKYLINE DRIVE	Fire	Commercial	Approved
2022-12198-M3	10/17/2022	4373 COUNTY LINE ROAD	Mechanical	Commercial	Approved
2022-12479-M5	10/21/2022	555 NEW GALENA ROAD	Mechanical		Approved
2022-12641-M1	10/07/2022	105 BARRY ROAD	Mechanical	Residential	Approved
2022-12644-M1	10/07/2022	72 APPLECROSS CIRCLE	Mechanical	Residential	Approved
2022-12660-M1	10/18/2022	205 WILTSHIRE DRIVE	Mechanical	Residential	Approved
2022-12661-M1	10/19/2022	231 E FAIRWOOD DRIVE	Mechanical	Residential	Approved
2022-12663-M3	10/26/2022	34 CURLEY MILL ROAD	Mechanical	Residential	Approved
2022-12679-M3	10/28/2022	202 KING ROAD	Mechanical	Residential	Approved



New Britain Township Police Department

Monthly Report -

October 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. Leadership team meeting conducted in October.

Objective 2: 23% 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. 9.52% reduction in October.

Objective 5: Trading card initiative. Trunk or Treat.

Significant Events:

Completed

- ◆ Deployment of Traffic Speed Signs on Swamp Road (313) and Park Avenue
- ◆ Deployment of Traffic Speed Signs on Schoolhouse Road and Brittney Drive
- ◆ 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.

Upcoming

- ◆ New police vehicle.
- ◆ Part Time Police Services Clerk
- ◆ No shave November
- ◆ Shop with a Cop



New Britain Township Police Department

Monthly Report -

October 2022

PERFORMANCE STATISTICS

PART 1 CRIMES	28 DAY		
	2022	2021	% Change
Murder	0	0	NA
Rape	0	0	NA
Robbery	0	0	NA
Aggravated Assault	1	0	NA
Burglary	1	1	0%
Theft	3	6	-50%
Auto Theft	0	0	NA
Arson	0	0	NA
TOTALS	5	7	-28.57%

PART 2 CRIMES	28 DAY		
	2022	2021	% Change
Assaults (non-aggravated)\Harassment	2	2	NA
Fraud	3	3	NA
Vandalism/Criminal Mischief	0	1	-100%
Disorderly Conduct	0	0	NA
Drug Violations	1	5	-80%
Driving Under the Influence	1	2	-50%
Public Drunkenness	1	0	NA
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	1	0	NA
TOTALS	9	13	-30.76%

MOTOR VEHICLE ACCIDENTS	28 DAY		
	2022	2021	% Change
Total Accidents	19	21	-9.52%
Injury Accidents	2	4	-50%
Fatal Accidents	0	0	NA
Property Accidents	0	2	-100%



New Britain Township Police Department

Monthly Report -

October 2022

PERFORMANCE STATISTICS

PART 1 CRIMES	YTD		
	2022	2021	% Change
Murder	0	0	NA
Rape	0	3	-100%
Robbery	0	0	NA
Aggravated Assault	2	0	NA
Burglary	5	2	150%
Theft	35	34	2.94%
Auto Theft	4	1	300%
Arson	0	1	NA
TOTALS	46	41	12.19%

PART 2 CRIMES	YTD		
	2022	2021	% Change
Assaults (non-aggravated)/Harassment	21	23	-8.69%
Fraud	22	28	-21.42%
Vandalism/Criminal Mischief	6	20	-70%
Disorderly Conduct	2	3	-33.33%
Drug Violations	6	12	-50%
Driving Under the Influence	14	23	-39.13%
Public Drunkenness	5	3	66.66%
Weapons Offenses	3	0	300%
All Other Offenses (Except Traffic)	4	14	-71.42%
TOTALS	83	126	-34.12%

MOTOR VEHICLE ACCIDENTS	YTD		
	2022	2021	% Change
Total Accidents	188	169	11.24%
Injury Accidents	30	24	25%
Fatal Accidents	0	0	NA
Property Accidents	14	9	55.55%



New Britain Township

Public Works

Departmental Report

Year: 2022

Month: October

- DRAINAGE:** We checked drainage (ditches, pipes, and inlets) on several occasions.
- PAVING:** We completed the in-house paving on Creek Rd. between Rt. 152 and Callowhill Rd.
- EQUIP. MAINT:** The backhoe went to Plasterer for hydraulic repairs and a Mack 6-wheel dump went to dealer for clutch replacement.
- TWP. PROPERTY:** We continued maintenance of all open spaces and parks on an as needed basis. Park and Rec aerated all fields at North Branch Park.
- STREET SIGNS:** We prepped/ lay out Cedar Hill Rd., Schoolhouse Rd., and Creek Rd for line striping and thermos.
- BRUSHING:** We continued our final round of road bank mowing.
- OTHER:** We cleaned up and organized the storage area and lean-to behind the barn at the shop.

HOURS:

Drainage	100	Hrs.
Patching	231	Hrs.
Street Signs	13	Hrs.
Equipment Maint.	152	Hrs.
Twp. Property Maint.	579	Hrs.
Ballfield Maint.	31	Hrs.
Brushing	16	Hrs.
Other	112	Hrs.



Parks & Recreation Monthly Report

November 2022

Next P&R Meeting(s)	Tuesday, November 15, 2022 at 7PM.
Park & Recreation Advisory Board Openings	Township is conducting interviews. The Board of Supervisors considering making an appointment in November.
Santa House	Event is scheduled for December 9 and 10 (Friday and Saturday) this year from 5PM – 7PM. Choirs are scheduled to perform. A representative from the food pantry will be at the event. Chalfont Fire Co. will also be delivering Santa at 5PM sharp. Hot chocolate and cookie varieties in single packs have been purchased.
Parks: North Branch	Township has ordered playground with Recreation Resource. Shipment date is November 18. No changes, still on track.
Parks: West Branch Park	Received PA Rush answers to P&R Advisory Board questions to be discussed at November 15 th P&R meeting.
Parks: Pheasant Run	Bill May working with Terry Sikora and PA One calls have been placed. Possible installation week of November 21 st .