



New Britain Township Board of Supervisors

Business Meeting

Monday, January 24, 2022

6:00 p.m. Executive Session

7:00 p.m. Regular Meeting

Agenda

1. Call to Order
2. Pledge of Allegiance
3. Chair Comments
 - A. Employee Service Awards
 - i. Officer Shawn Knight – 30 Years
 - ii. Officer Michael Sandt – 25 Years
4. Presentation Items
 - A. None
5. Public Comment
6. Action Items
 - A. Motion to approve meeting minutes of the December 20, 2021 & January 3, 2022, Board of Supervisors meeting
 - B. Motion to approve schedule of bills
 - C. Motion to approve consent agenda
 - i. Alex David and Blessy Samuel have executed a Stormwater Facilities Operations and Maintenance Agreement for 6 Valley Drive, TMP #26-008-157, with a Stormwater BMP maintenance fee of \$325.00.
 - ii. County Builders, Inc has executed a Professional Services Agreement for 409 West Butler Avenue, TMP #26-005-023, with corresponding legal and engineering escrow of \$10,000.00.
 - iii. Toll PA GP Corp. has executed an Amendment to the Toll Declaration of Covenants, Easements, Conditions, and Restrictions Agreement for Township Line Road & Barclay Road, TMP #26-001-038, 26-001-039, and 26-001-040-002.
 - iv. Hallmark Homes-Mill Ridge LLC has executed Escrow Release #10 for the Mill Ridge Subdivision for \$41,280.75, leaving \$267,018.84 remaining.
 - D. Motion to adopt Resolution 2022-01: 2022 Appointments

- E. Motion to adopt Resolution 2022-02: 2022 Fee Schedule
- F. Motion to approve Frank E. Glace IV Memorial Tree
- G. Motion to approve the Standard Operating Procedures and Application Form for a Township Memorial Program
- H. Motion to adopt Resolution 2022-03: Confidentiality Authorization for Berkheimer (added 1/24/22 by Board motion during Chair Comments)

7. Information Items

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

8. Old Business

9. New Business

10. Adjournment

*The Next Meeting of the Board of Supervisors of New Britain Township will take place on **Monday, February 7, 2022, 7:00 p.m.** at the New Britain Township Building, 207 Park Avenue, Chalfont, PA. Agenda and meeting materials are posted to the Township website prior to the meeting date at www.newbritaintownship.org.*

**New Britain Township
Bucks County, Pennsylvania**

In Appreciation and Recognition

of

Shawn Knight

For

**30 Years of Public Service
April 4, 2021**

Loyalty and commitment form the basis of any successful relationship, whether it be family or business. We feel that the “New Britain Township Family” is loyal and committed to making our township the best it can be, and you are a significant part of that family.

*Thank you for 30 years of dedicated service to
Our residents and taxpayers.*

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

**New Britain Township
Bucks County, Pennsylvania**

In Appreciation and Recognition

of

Michael Sandt

For

**25 Years of Public Service
December 10, 2021**

Loyalty and commitment form the basis of any successful relationship, whether it be family or business. We feel that the “New Britain Township Family” is loyal and committed to making our township the best it can be, and you are a significant part of that family.

*Thank you for 25 years of dedicated service to
Our residents and taxpayers.*

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS



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

BOARDMOTION

Date: January 24, 2022

I MOVE THAT: The Board approve the minutes of the December 20, 2021 Business Meeting and the January 3, 2022 Re-Organization Meeting of the New Britain Township Board of Supervisors.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: January 24, 2022

I MOVE THAT: The Board approve the Schedule of Bills dated December 29, 2021 (2), December 30, 2021 (medical reimbursements), December 30, 2021, January 14, 2022, and January 14, 2022 (medical reimbursements) in the amount of \$516,483.23, and authorize the Township Manager to pay all bills, per the attachment.

Presented By: _____

Seconded By: _____

P.O. Type: All
Range: First
Format: Condensed

to Last

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

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
CENTR020	CENTRAL BUCKS AMBULANCE	21001049	12/29/21	4th Qtrr 2021 Distribution	Open	1,872.00	0.00		
CHAL-030	CHAL-BRIT REGIONAL EMS	21001048	12/29/21	4th Qtrr 2021 Distribution	Open	29,328.00	0.00		
CHALF080	CHALFONT FIRE COMPANY	21001050	12/29/21	4th Qtrr 2021 Distribution	Open	71,280.00	0.00		
DOYLE060	DOYLESTOWN FIRE COMPANY	21001053	12/29/21	4th Qtrr 2021 Distribution	Open	1,620.00	0.00		
DUBLI010	DUBLIN FIRE COMPANY	21001052	12/29/21	4th Qtrr 2021 Distribution	Open	3,240.00	0.00		
HILLT020	HILLTOWN FIRE COMPANY	21001051	12/29/21	4th Qtrr 2021 Distribution	Open	4,860.00	0.00		
Total Purchase Orders:		6	Total P.O. Line Items:		0	Total List Amount:	112,200.00	Total Void Amount:	0.00

P.O. Type: All
Range: First
Format: Condensed

to Last

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

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
AASAL005	A & A SALES ASSOCIATES, LLC	21001054	12/29/21	UNIFORMS/PUBLIC WORKS	Open	259.00	0.00		
ANTHO030	ANTHONY PASSERINI	21001009	12/28/21	BOOT ALLOWANCE REIMB	Open	144.95	0.00		
ASSOC010	ASSOCIATED TRUCK PARTS	21001060	12/29/21	LOADER REPAIRS	Open	242.00	0.00		
ATTM0010	AT&T MOBILITY	21001035	12/28/21	Mobile Phone Service	Open	381.26	0.00		
AXONE005	AXON ENTERPRISE, INC.	21001061	12/29/21	FIREARMS/SUPPLIES	Open	2,783.88	0.00		
BEEBERG	Bee Bergvall & Co	21001022	12/28/21	Accounting Services	Open	750.00	0.00		
BCCR	Bucks County Court Reporters	21001021	12/28/21	Zoning Hearing	Open	250.00	0.00		
BUCKS130	BUCKS-MONT PARTY CENTRE	21001062	12/29/21	Fall Fest Inflatables	Open	36.37	0.00		
BUX-M010	BUX-MONT AWARDS	21001023	12/28/21	Engraving	Open	12.50	0.00		
CODYS005	CODY Systems	21001070	12/30/21	Software Payment #2	Open	7,983.00	0.00		
COMCA010	COMCAST	21001017	12/28/21	Cable/Internet	Open	802.42	0.00		
DISPL010	DISPLAY AND SIGN CENTER	21001056	12/29/21	SIGNS/DECALS	Open	934.50	0.00		
EMANU010	EMANUEL TIRE OF PENNSYLVANIA I	21001059	12/29/21	TIRE DISPOSAL	Open	174.00	0.00		
EUREK010	EUREKA STONE QUARRY INC.	21001032	12/28/21	Patching	Open	831.88	0.00		
FPMAI005	FP MAILING SOLUTIONS	21001071	12/30/21	POSTAGE METER	Open	117.50	0.00		
GALLS010	GALLS, LLC	21001069	12/30/21	UNIFORM	Open	89.52	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
GARYT005	GARY THOMAS	21001011	12/28/21	JUL-DEC 2021 CELL REIMB	Open	120.00	0.00		
GEORG040	GEORGE ALLEN PORTABLE TOILETS	21001039	12/28/21	Portable Toilets/Parks	Open	664.00	0.00		
GILMO010	GILMORE & ASSOCIATES INC.	21001006	12/28/21	Engineering Expenses	Open	31,852.66	0.00		
		21001013	12/28/21	Engineering Expenses	Open	45,551.73	0.00		
						77,404.39			
GRIMB010	GRIM BIEHN & THATCHER	21001005	12/28/21	Legal Expenses	Open	5,983.00	0.00		
		21001012	12/28/21	Legal Expenses	Open	9,370.75	0.00		
						15,353.75			
HKMAT010	H & K MATERIALS	21001033	12/28/21	Green Patch	Open	993.28	0.00		
HOUGH010	HOUGH ASSOCIATES	21001046	12/29/21	RECYCLING GRANT/2ND PAYMENT	Open	2,500.00	0.00		
KELSE005	KELSEY C. GANTHER	21001058	12/29/21	2021 HEALTH CLUB REIMB	Open	57.55	0.00		
LORCO010	LORCO PETROLEUM SERVICES	21001030	12/28/21	OIL FILTE RREMOVAL/WASHER FLUI	Open	433.45	0.00		
LOUIS005	LOUIS GENTNER	21001057	12/29/21	JUL-DEC 2021 CELL REIMB	Open	120.00	0.00		
MACMI010	MACMILLAN OIL COMPANY	21001026	12/28/21	OIL TANK FILL	Open	3,424.00	0.00		
MCDON010	MCDONALD UNIFORM COMPANY	21001068	12/30/21	UNIFORM	Open	1,477.66	0.00		
MECOC005	MECO CONSTRUCTORS INC	21001072	12/30/21	PROJECT 1-21126-0	Open	178,068.06	0.00		
MICHA110	MICHAEL SANDT	21001042	12/28/21	2021 HEALTH CLUB REIMB	Open	249.01	0.00		
		21001043	12/28/21	UNIFORM REIMB	Open	168.04	0.00		
						417.05			
MUNIL005	MUNILOGIC	21001038	12/28/21	Monthly Hosting Fee	Open	265.00	0.00		
NEWAR010	NEW ARRIVAL STUDIOS	21001047	12/29/21	Q4 2021 website Charges	Open	900.00	0.00		
NICOL010	NICOLE PERCETTI	21001025	12/28/21	TAX COLLECTOR REIMBURSEMENT	Open	238.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
PAPCO005 PAPCO									
		21001027	12/28/21	Fuel	Open	5,002.44	0.00		
		21001041	12/28/21	Police Fuel	Open	435.28	0.00		
						<u>5,437.72</u>			
PECOE020 PECO ENERGY-PAYMENT PROCESSING									
		21001016	12/28/21	Electric	Open	523.43	0.00		
		21001036	12/28/21	Electric	Open	2,560.31	0.00		
						<u>3,083.74</u>			
READY005 READY REFRESH BY NESTLE									
		21001014	12/28/21	Bottled Water	Open	188.99	0.00		
RICHT010 RICHTER DRAFTING & OFFICE SUPP									
		21001019	12/28/21	Mobile Shred	Open	120.00	0.00		
		21001067	12/30/21	Mobile Shred	Open	70.00	0.00		
						<u>190.00</u>			
RYANC010 RYAN CRESSMAN									
		21001010	12/28/21	BOOT ALLOWANCE REIMB	Open	179.00	0.00		
STAND010 STANDARD INSURANCE COMPANY									
		21001007	12/28/21	Life/Disability Insurance	Open	2,709.20	0.00		
STEPH050 STEPHEN & MARIA BALL									
		21001034	12/28/21	Tax Refund 26-003-001	Open	14.68	0.00		
THOMA090 THOMAS J. WALSH III, ESQ.									
		21001024	12/28/21	Zoning Legal Services	Open	3,056.00	0.00		
THOMP010 THOMPSON NETWORKS									
		21001037	12/28/21	Monthly Help Desk Services	Open	1,299.00	0.00		
TUSTI005 TUSTIN WATER SOLUTIONS									
		21001029	12/28/21	Boiler Maintenance	Open	1,119.13	0.00		
USMUN010 U.S. MUNICIPAL SUPPLY IN									
		21001031	12/28/21	DUMP TRUCK CHAINS	Open	1,392.50	0.00		
UNITE010 UNITED INSPECTION AGENCY INC.									
		21001020	12/28/21	Outside Inspections	Open	215.00	0.00		
VALIC010 VALIC c/o JP MORGAN CHASE									
		21001064	12/29/21	4th Qrtr 2021 Valic Contrib.	Open	6,850.00	0.00		
VERIZ010 VERIZON									
		21001015	12/28/21	Police Internet	Open	160.58	0.00		
		21001018	12/28/21	Fios Services/Equip	Open	22.30	0.00		
						<u>182.88</u>			
VERIZ050 VERIZON WIRELESS									
		21001040	12/28/21	Police Wireless Service	Open	480.12	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
VERIZ050 VERIZON WIRELESS					Continued				
21001066	12/30/21	Police Wireless Service	Open	<u>126.17</u>	0.00				
				606.29					
WILL030 WILLIAM BLACK									
21001008	12/28/21	BOOT ALLOWANCE REIMB	Open	190.00	0.00				
WILLO010 WILLOW TREE & LANDSCAPE SERVIC									
21001028	12/28/21	Tree Removal	Open	7,300.00	0.00				
21001055	12/29/21	Tree Removal	Open	<u>3,900.00</u>	0.00				
				11,200.00					
<hr/>									
Total Purchase Orders:	58	Total P.O. Line Items:	0	Total List Amount:	336,143.10	Total Void Amount:	0.00		

P.O. Type: All
Range: First
Format: Condensed

to Last

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

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
AQUAP010	AQUA PENNSYLVANIA	21001090	12/31/21	Fire Hydrant Rental	Open	917.50	0.00		
ARMOU010	ARMOUR & SONS ELECTRIC I	21001075	12/31/21	Traffic Signal Repair	Open	1,039.15	0.00		
BEEBERG	Bee Bergvall & Co	21001098	12/31/21	Accounting Services	Open	600.00	0.00		
CRICH010	C. RICHARD MICHIE II	21001100	12/31/21	2021 HEALTH CLUB REIMBURSEMENT	Open	250.00	0.00		
CHALF030	CHALFONT BOROUGH	21001102	12/31/21	FIRE COMPANY WORKERS COMP	Open	15,873.00	0.00		
CODYS005	CODY Systems	22000001	01/14/22	CODY CONNECT 2022 USER CONF	Open	350.00	0.00		
COMCA010	COMCAST	22000008	01/14/22	Cable/Internet	Open	18.04	0.00		
COURI010	COURIER TIMES INC.	21001104	12/31/21	ADVERTISING	Open	815.40	0.00		
DANIE020	DANIEL L. BEARDSLEY LTD.	21001080	12/31/21	RED ARMOR OIL	Open	40.15	0.00		
DSIME010	DSI MEDICAL SERVICES INC.	21001088	12/31/21	TESTING	Open	279.87	0.00		
EARTH010	EARTHBORNE TRUCKS & EQUIPMENT	21001077	12/31/21	CHIPPER REPAIR	Open	510.60	0.00		
EASTE010	EASTERN AUTOPARTS WAREHOU	21001089	12/31/21	Auto Parts	Open	424.09	0.00		
ECKER010	ECKERT SEAMANS CHERIN&MELLOTT	21001086	12/31/21	General Labor	Open	260.00	0.00		
EDMUN030	EDMUNDS GovTech	22000003	01/14/22	2022 SOFTWARE MAINTENANCE	Open	4,516.55	0.00		
EUREK010	EUREKA STONE QUARRY INC.	21001096	12/31/21	Drainage	Open	719.40	0.00		
GROVE010	GROVE SUPPLY INC.	21001081	12/31/21	V-551-A VAC BRKR REP KIT	Open	16.62	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
HABER010 H.A. BERKHEIMER INC.									
		21001091	12/31/21	Commission Fee Dec 2021	Open	17.39	0.00		
HOMED010 HOME DEPOT CREDIT SERVICES									
		21001078	12/31/21	Supplies	Open	84.33	0.00		
NORTH050 NORTH PENN WATER AUTHORITY									
		21001085	12/31/21	Water	Open	144.60	0.00		
PAPCO005 PAPCO									
		21001082	12/31/21	Public Works Diesel	Open	4,084.69	0.00		
PAULB010 PAUL B. MOYER & SONS INC									
		21001076	12/31/21	2500 WATT INVERTERS	Open	1,239.98	0.00		
PECOE020 PECO ENERGY-PAYMENT PROCESSING									
		21001079	12/31/21	Electric	Open	178.70	0.00		
		21001093	12/31/21	Electric	Open	394.47	0.00		
		21001097	12/31/21	Electric	Open	<u>14.52</u>	0.00		
						587.69			
PORTE010 PORTER & CURTIS LLC									
		22000006	01/14/22	2022 BOND - JBATES	Open	825.00	0.00		
PSATS020 PSATS									
		22000007	01/14/22	2022 PSATS MEMBERSHIP	Open	2,388.00	0.00		
REPUB005 REPUBLIC SERVICES #320									
		22000009	01/14/22	Trash Services	Open	1,826.94	0.00		
SAFEG010 SAFEGUARD BUSINESS SYSTEMS									
		21001103	12/31/21	PAYROLL CHECKS	Open	153.18	0.00		
STAND015 STANDARD DIGITAL LEASING									
		21001105	12/31/21	Admin Copier	Open	564.02	0.00		
UNITE010 UNITED INSPECTION AGENCY INC.									
		21001084	12/31/21	Outside Inspections	Open	415.00	0.00		
		21001092	12/31/21	Outside Inspections	Open	250.00	0.00		
		21001095	12/31/21	Outside Inspections	Open	<u>425.00</u>	0.00		
						1,090.00			
UNIVE015 UNIVEST BANK									
		22000004	01/14/22	PRINCIPAL	Open	2,163.26	0.00		
VERIZ010 VERIZON									
		22000002	01/14/22	internet	Open	110.99	0.00		
		22000005	01/14/22	Police Internet	Open	<u>160.58</u>	0.00		
						271.57			
VERIZ050 VERIZON WIRELESS									
		21001083	12/31/21	Police wireless Service	Open	25.02	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
WEHRU010	WEHRUNG'S	21001087	12/31/21	Police Locker Repair	Open	3.39	0.00		
WITME010	WITMER PUBLIC SAFETY GROUP, INC	21001094	12/31/21	Uniform Expense	Open	239.20	0.00		
Total Purchase Orders:		38	Total P.O. Line Items:		0	Total List Amount:	42,338.63	Total Void Amount:	0.00

**EXPENDITURES PREVIEW
APPROVAL**

NBT BOARD OF SUPERVISORS

**APPROVED BY THE BOARD OF
SUPERVISORS**

Attest: _____

Date: _____



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

BOARD MOTION

Date: January 24, 2022

I MOVE THAT: The Board approve all items on the consent agenda, dated January 24, 2022, per the attachment.

Presented By: _____

Seconded By: _____

Consent Agenda Items for the Next Meeting (01/24/2022)

1. Alex David and Blessy Samuel have executed a Stormwater Facilities Operations and Maintenance Agreement for 6 Valley Drive, TMP #26-008-157, with a Stormwater BMP maintenance fee of \$325.00.
2. County Builders, Inc has executed a Professional Services Agreement for 409 West Butler Avenue, TMP #26-005-023, with corresponding legal and engineering escrow of \$10,000.00.
3. Toll PA GP Corp. has executed an Amendment to the Toll Declaration of Covenants, Easements, Conditions, and Restrictions Agreement for Township Line Road & Barclay Road, TMP #26-001-038, 26-001-039, and 26-001-040-002.
4. Hallmark Homes-Mill Ridge LLC has executed Escrow Release #10 for the Mill Ridge Subdivision for \$41,280.75, leaving \$267,018.84 remaining.

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

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

TMP # 26-008-157

Instr. Type: Deed Agreement – No Property Transfer

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, A.D., 2021, by ***ALEX DAVID and BLESSY SAMUEL***, with a residential address of 6 Valley Drive, Chalfont, PA 18914 (hereinafter referred to, collectively, 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 a tract of land, consisting of approximately 1.12 acres, located along Valley Drive, a private road northwest of Woodside Avenue in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-008-157 (hereinafter referred to as the “***Property***”); and

WHEREAS, Landowner has submitted plans to the Township for the construction of a single-family detached dwelling and appurtenant improvements (hereinafter referred to as the “***Project***”) pursuant to plans entitled “Permit Plan for Benner Property”, as prepared by Holmes Cunningham, LLC, dated June 3, 2021, last revised July 8, 2021 consisting of two (2) sheets, 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, though the implementation of stormwater management regulations, requires that the Stormwater Management Facilities, as shown on the Plan, be constructed and adequately maintained by Landowner, her heirs, 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 executes and records 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 her heirs, grantees, successors, and assigns, the Township shall have the right to enter upon the Property to cure such default.

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

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

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

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

2. All Stormwater Management Facilities shall be constructed by 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, BMP's, stormwater piping systems, headwalls, inlet, and outlet structures, plantings, and all structures and facilities appurtenant to the foregoing, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof and to ensure compliance with all federal, state, and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered in any manner without the prior written approval of the Township. In particular, Landowner, for herself, her heirs, 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.

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 her 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 the Township, its agents or employees to access dwellings, buildings, or accessory buildings on the Property. The 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, the Township warrants and shall forever defend against any such claims.

13. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property, without notification, to inspect the Stormwater Management Facilities and to perform any necessary maintenance and repairs to the Facilities, if the health or safety of the public is at jeopardy. Under such circumstances, the Township shall notify 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 BMP Maintenance Guarantee of Three Hundred Twenty-Five Dollars (\$325.00) to provide financial guarantees for the timely and proper installation, construction, inspection, operation, performance, maintenance, repair, and replacement of the Facilities (hereinafter referred to as the "**Guarantee**"). 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 the 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 (direct and indirect) 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 thirty (30) days of receiving the invoice, the Township may use any of the funds raised by this Guarantee to reimburse itself for any and all costs and expenses it has incurred due to such failure by Landowner.

In addition to the aforementioned remedy concerning the Guarantee, 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. 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.

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

17. Landowner, for herself, her heirs, grantees, successors, and assigns, releases the Township, its engineer, solicitor, and all other agents, servants, or employees from all claims, losses, damages, liabilities, or any other demand for money or damages whatsoever, including, without limitation, all attorney's fees, arising out of or related in any way to the construction, presence, existence, or maintenance of the Stormwater Management Facilities; the grant of this Agreement; Landowner's compliance with this Agreement; or the exercise of the rights granted to the Township by this Agreement. Furthermore, Landowner, for herself, her heirs, grantees, successors, and assigns, warrants and shall forever defend against any such claims. This Release, however, shall not apply to claims, actions, losses, damages, costs, or liabilities arising out of the intentional negligence and/or willful conduct of the Township, its engineer, solicitor, and all other agents, servants, or employees. In the event such a claim relating to the Facilities is asserted against the Township, its engineer, solicitor, and all other agents, servants, or employees, the Township shall promptly notify Landowner, and Landowner shall defend, at her 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. Landowner shall hold Township harmless and indemnify Township, its officers, employees, or agents, from and against any and all claims, actions, causes of action, judgments, costs, expenses and liabilities of any kind whatsoever incurred in connection with, arising from or as a result of death, accident, injury, loss, or damage to any person or any property in or about the subject Stormwater Management Facilities arising out of the performance by Landowner, her heirs, grantees, successors, and assigns, in constructing, inspecting, operating, repairing, replacing, and/or maintaining such Facilities. Landowner further agrees that she and her heirs, grantees, successors, and assigns will reimburse the Township for any expenses which the Township, its officers, employees, or agents, have incurred, including legal fees, engineering fees, expert witness fees, and judgments, as a result of claims filed or brought against the Township, its officers, employees, or agents, related to the construction, inspection, operation, repair, replacement, and/or maintenance of the Stormwater Management Facilities.

19. If the Township determines that a violation of the terms of this Agreement has occurred, it shall give written notice to 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 the 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, the Township may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement and to enjoin the violation, ex parte as necessary, by temporary or permanent injunction. The Township's remedies described in this Agreement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

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

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

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

remedy or be construed as a waiver. Landowner, for herself, her heirs, grantees, successors and assigns, hereby waives any defense of laches, estoppel, or prescription.

In addition, upon failure of Landowner to fulfill any of her 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.

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

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

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

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

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

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

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

27. If any ambiguity or ambiguities in this Agreement should be claimed by either Landowner or the Township, or if any court of competent jurisdiction should determine that any ambiguity exists in this Agreement, any such ambiguity shall be resolved in favor of ensuring the proper inspection, maintenance, and operation of the Stormwater Management Facilities on the Property at the expense of Landowner.

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


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

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**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
Valley Drive
(Signatures)**


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

LANDOWNER:




Witness

DAVID

By: 


Alex David

LANDOWNER:



Witness

SAMUEL

By: 

Blessy Samuel

TOWNSHIP:

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

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

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

ATTEST:

~~Michael Walsh, Manager~~
Matt West

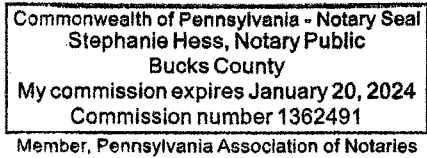
**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
Valley Drive
(Acknowledgments)**

BY LANDOWNER

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF Bucks :

ON THIS 21st day of December, A.D., 2021, before me, a Notary Public, personally appeared **ALEX DAVID**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

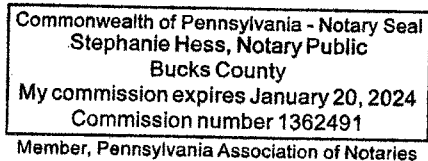


Stephanie Hess (SEAL)
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF Bucks :

ON THIS 21st day of December, A.D., 2021, before me, a Notary Public, personally appeared **BLESSY SAMUEL**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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



Stephanie Hess (SEAL)
Notary Public

[remainder of page left intentionally blank]

BY TOWNSHIP

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

On this _____ day of _____, 2021, before me a Notary Public, personally appeared **GREGORY T. HOOD, CHAIRMAN OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP**, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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

_____(SEAL)
Notary Public

NEW BRITAIN TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, A.D., 2021, 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 **County Builders, Inc.**, 76 Griffith Miles Circle, P.O. Box 2579, Warminster, PA 18974 (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. **26-005-023**, located at **W. Butler Avenue** and

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

6. The Developer and the Township further agree that all fees or costs arising out of this Agreement shall be paid prior to the issuance of any permit, occupancy or otherwise, for the

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

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

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

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

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

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

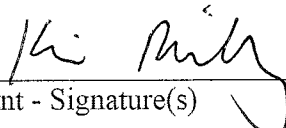
FOR NEW BRITAIN TOWNSHIP:

ATTEST:

Matt West, Township Manager

KEVIN REILLY

(Applicant - Print Name)

By: 

(Applicant - Signature(s))

(Applicant - Print Name)

By: _____
(Applicant - Signature(s))

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

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

TMP # 26-001-038-018, and 26-001-039

Instr. Type: Deed Agreement – No Property Transfer

**AMENDMENT TO THE TOLL DECLARATION OF COVENANTS,
EASEMENTS, CONDITIONS, AND RESTRICTIONS**

THIS AMENDMENT TO THE TOLL DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, AND RESTRICTIONS (“*Amendment*”) is made this ____ day of _____, 20__ (“*Amendment Date*”) by and between *TOLL PA XIII, L.P.*, a Pennsylvania Limited Partnership, by its general partner, *TOLL PA GP CORP.*, having offices at 1140 Virginia Drive, Fort Washington, PA 19034 (“*Declarant*”) and *NEW BRITAIN TOWNSHIP*, a township of the second class, created and organized under the laws of the Commonwealth of Pennsylvania, with offices at 207 Park Avenue, Chalfont, Bucks County, Pennsylvania 18914 (“*Township*”).

BACKGROUND

WHEREAS, a Declaration of Covenants, Easements, Conditions, and Restrictions (“*Existing Declaration*”), dated September 1, 2016, was executed by Declarant concerning certain premises in New Britain Township, Bucks County, Pennsylvania, which at that time comprised of approximately 39.48 acres located at the intersection of Township Line Road and Barclay Road and known as part of Bucks County Tax Parcel Nos. 26-001-038, 26-001-039, and 26-001-040-002 (hereinafter referred to as the “*Property*”); said Existing Declaration is incorporated herein by reference, although not physically attached hereto; and

WHEREAS, the Existing Declaration was recorded in the Office of the Recorder of Deeds of Bucks County on November 16, 2016 at Instrument Number 2016071833; and

WHEREAS, Declarant obtained final plan approval from New Britain Township for a residential land development consisting of 29 new single-family homes and 4 open space lots pursuant to plans entitled the Barclay Road Subdivision Amended/Final Plans, prepared by R. L. Showalter & Associates, Inc., consisting of thirty-nine (39) sheets, dated July 15, 2001, last revised August 5, 2016 (hereinafter referred to as the “*Plan*”) and developed the Property in accordance with the above-described subdivision Plan and Township’s approval thereof (hereinafter referred to as the “*Project*”); and

WHEREAS, the Existing Declaration provides for, amongst other covenants and easements, several bike and walking trail easements (hereinafter referred to as the “**Trail Easements**”) on and across the Property as shown on the Plan and as more specifically set forth herein; and

WHEREAS, the Existing Declaration may be modified under and pursuant to Paragraph 70 of the Existing Declaration; and

WHEREAS, subsequent to the execution and recording of the Existing Declaration and during the construction of the Project, Declarant, with the knowledge and approval of Township, constructed and installed some of the bike and walking trails in locations outside of the Trail Easements as set forth in the Existing Declaration, in order to protect and retain certain natural features and resources; and

WHEREAS, Declarant and Township now desire to adjust the location of the Trail Easements so that they fully cover and protect the actual location of the constructed and installed bike and walking trails; and

WHEREAS, the purpose of this Amendment is to extend the protections and restrictions of the Existing Declaration onto and over the constructed and installed bike and walking trails.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and intending to be legally bound hereby, Declarant and Township agree to amend the Existing Declaration as follows:

1. The Preambles set forth above are incorporated herein by reference as if more fully set forth herein at length.
2. The Existing Declaration is hereby amended as follows:
 - a. By replacing the diagram attached to the Existing Declaration as Exhibit “B” concerning the Bike Easement with the plan and legal description of the relocated trails attached to this Amendment as **Exhibits “a” and “b”** respectively.
 - b. By replacing the legal description attached to the Existing Declaration as Exhibit “F” concerning the Emergency Access/Walking Path Easement with the plan and legal description of the relocated trails attached to this Amendment as **Exhibits “a” and “c”** respectively.
 - c. By replacing the diagram attached to the Existing Declaration as Exhibit “O” concerning the Walking Trail Easement with the plan and legal description of the relocated trails attached to this Amendment as **Exhibits “a” and “d”** respectively.

Each Exhibit attached to this Amendment is fully incorporated into this Amendment and into the Existing Declaration.

3. Upon execution of this Amendment, the eased areas for the Bike, Emergency Access/Walking Path, and Walking Trail Easements shall be amended as set forth in Paragraph 2 above, and all of the protections, conditions, and restrictions imposed upon the Property by these Easements of the Existing Declaration shall be imposed upon these amended eased areas.

4. Except as set forth herein, the Existing Declaration shall remain in full force and effect and shall be applicable as amended by this Amendment. The parties expressly acknowledge and agree that the sole purpose of this Amendment is to amend and revise the Existing Declaration only and is not intended to replace the Existing Declaration.

5. Declarant shall release, hold harmless, and indemnify 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 preparation, execution, recording, and/or enforcement of this Amendment. Furthermore, Declarant warrants and shall forever defend against any such claims. In the event such a claim is asserted against Township, its engineer, solicitor, and all other agents, servants, or employees, Township shall promptly notify Declarant, and Declarant shall defend, at its own expense, any suit based on such claim. If any judgment or claims against Township, its engineer, solicitor, and all other agents, servants, or employees, shall be adjudicated against Township, Declarant shall pay all costs and expenses in connection therewith. This Release, however, shall not apply to claims, actions, losses, damages, costs, or liabilities arising out of the intentional negligence and/or willful conduct of Township, its engineer, solicitor, and all other agents, servants, or employees.

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

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

8. The parties agree that this Amendment contains all of the agreements between the parties regarding the amendment of the Existing Declaration and that there are no other agreements or representations made by either of them. This Amendment sets forth the entire understanding between the parties as to the subject matter of this Amendment and any representations, oral or written, not contained therein, are without effect.

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

10. This Amendment 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 Amendment 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 Amendment. 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.

11. The provisions of this Amendment shall be severable. If any provision of this Amendment 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 Amendment shall be in full force and effect.

12. In the event that any of the provisions of this Amendment 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 Amendment notwithstanding the absence of such provisions in said deed.

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**AMENDMENT TO THE TOLL DECLARATION OF COVENANTS,
EASEMENTS, CONDITIONS, AND RESTRICTIONS**
Barclay Road - Toll
(Signatures)

INTENDING TO BE LEGALLY BOUND, Declarant and Township, by their duly authorized representatives, have signed and delivered this Amendment as of the Amendment Date.

DECLARANT:

TOLL PA XIII, L.P., a Pennsylvania Limited Partnership
BY: TOLL MID-ATLANTIC LP COMPANY, INC.,
a Delaware corporation
General Partner
(Successor by merger to Toll PA GP Corp.)

Attest: 

By: 
Name: Keith Rattigan
Title: Senior Vice President

TOWNSHIP:

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

Approved by the proper action of the Board of Supervisors of New Britain Township on the _____ day of _____, A.D., 20____, 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, Manager

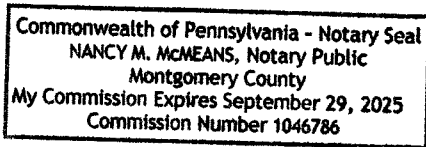
**AMENDMENT TO THE TOLL DECLARATION OF COVENANTS,
EASEMENTS, CONDITIONS, AND RESTRICTIONS**

**Barclay Road - Toll
(Acknowledgements)**

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Montgomery :

On this 20th day of December, 2021, before me a Notary Public, personally appeared **KEITH RATTIGAN, SENIOR VICE PRESIDENT OF TOLL MID-ATLANTIC LP COMPANY, INC. (SUCCESSOR BY MERGER TO TOLL PA GP CORP.), THE GENERAL PARTNER OF TOLL PA XIII, L.P., A PENNSYLVANIA LIMITED PARTNERSHIP**, and that he as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such Officer.

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



Nancy M. McMeans (SEAL)
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BUCKS :

On this _____ day of _____, 20____, before me a Notary Public, personally appeared **GREGORY T. HOOD, CHAIRMAN OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP**, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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

_____(SEAL)
Notary Public



January 5, 2022

File No. 17-12046

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

Reference: Hallmark Homes-Mill Ridge LLC, Escrow Release #10
Mill Ridge Major Subdivision (Assal Tract)
TMP #26-003-003 (New Britain Township)

Dear Matt:

In response to the Applicant's request for the ninth escrow release associated with the above-referenced project, a representative from our office performed a site observation of the completed improvements on December 22, 2021. We have prepared Certificate of Completion #10 in the amount of **\$41,280.75** for consideration at an upcoming public meeting.

We recommend the release of the funds as delineated on the attached breakdown and which equal \$41,280.75 to Hallmark Homes-Mill Ridge LLC. This leaves \$267,018.84 remaining in the escrow fund for work within New Britain Township. The escrowed site improvements are approximately 89% completed. For future reference, we note that the maintenance amount will be \$143,558.47 equal to 15% of the total project escrow amount.

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

Sincerely,

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

JM/tw

Enclosures: as referenced

cc: Michael Walsh, Assistant Manager
Peter Nelson, Esquire, Grim, Biehn & Thatcher
Richard R. Carroll, III, President, Hallmark Homes Group, Inc.
Craig D. Kennard, P.E., C.O.O., Gilmore & Associates, Inc.
Jerry O'Donnell, Construction Observer, Gilmore & Associates, Inc.



January 5, 2022
Project No.: G&A #17-12046

**CERTIFICATE OF COMPLETION NO. 10
HALLMARK HOMES-MILL RIDGE LLC
NEW BRITAIN TOWNSHIP**

Original Financial Security: \$ 832,223.00 (Total Construction)
 \$ 83,222.30 (Total Contingency)
 \$ 41,611.15 (Total Eng/Insp/Legal)
 \$ 957,056.45 (Total Escrow Posted)

We, the undersigned, hereby certify that the work provided for a certain Agreement between New Britain Township and Hallmark Homes-Mill Ridge LLC relative to the construction and installation of certain improvements to the Mill Ridge Subdivision have been completed to the extent of Forty-One Thousand Two Hundred Eighty Dollars and Seventy-Five Cents (\$41,280.75). This certificate authorizes the Financial Security be reduced to the extent of **\$41,280.75** held by Meridian Bank pursuant to the Financial Security Agreement between the Township, the Bank, and Hallmark Homes-Mill Ridge LLC.

This draft is drawn upon the above stated security account and no other account which may be applicable to this project or in which Hallmark Homes-Mill Ridge LLC may have an interest. It is payable in an amount not to exceed \$41,280.75 to Hallmark Homes-Mill Ridge LLC or such other persons or parties as they shall designate.

ESCROW SUMMARY

Total Financial Security:	\$ 957,056.45
Amount of Previous Releases:	\$ 648,756.86
Amount of this Request:	\$ 41,280.75
Amount of Construction Available:	\$ 94,180.00
Total Escrow Remaining:	\$ 267,018.84

NEW BRITAIN TOWNSHIP ENGINEER:

Janene Marchand 01/04/2022
Date

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

DESIGNATED DRAFT RECIPIENT:

Name (print) Richard P. Carroll, III

Title President

Signature [Signature]

NEW BRITAIN TOWNSHIP MANAGER:

Matthew West, Township Manager



ESCROW STATUS REPORT

PROJECT NAME: Mill Ridge Subdivision-New Britain Township	TOTAL CONSTRUCTION: \$832,223.00	AMOUNT OF WORK IN PLACE THIS PERIOD: \$ 45,867.50
PROJECT NO.: 17-12046	TOTAL CONSTRUCTION CONTINGENCY: \$83,222.30	RETAINAGE THIS RELEASE: \$ 4,586.75
PROJECT OWNER: Hallmark Homes-Mill Ridge LLC	TOTAL ENG/INSP/LEGAL: \$41,611.15	RETAINAGE RELEASED THIS PERIOD: \$ -
		AMOUNT OF THIS RELEASE: \$ 41,280.75
	TOTAL ESCROW POSTED: \$957,056.45	
MUNICIPALITY: New Britain Township		TOTAL ESCROW RELEASED TO DATE: \$ 690,037.61
ESCROW AGENT: Meridian Bank		TOTAL RETAINAGE RELEASED TO DATE*: \$ 25,798.91
TYPE OF SECURITY: Acquisition Development and Construction Loan	RELEASE NO.: 10	TOTAL ESCROW REMAINING: \$267,018.84
AGREEMENT DATE: 9/16/2020	RELEASE DATE: January 4, 2022	TOTAL CONSTRUCTION CONTINGENCY: \$ 83,222.30
		TOTAL ENG/INSP/LEGAL: \$ 41,611.15
		TOTAL REMAINING RETAINAGE TO DATE: \$ 46,523.89
		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$ 94,180.00

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

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



ESCROW STATUS REPORT

PROJECT NAME: Mill Ridge Subdivision-New Britain Township	TOTAL CONSTRUCTION: \$832,223.00	AMOUNT OF WORK IN PLACE THIS PERIOD: \$ 45,867.50
PROJECT NO.: 17-12046	TOTAL CONSTRUCTION CONTINGENCY: \$83,222.30	RETAINAGE THIS RELEASE: \$ 4,586.75
PROJECT OWNER: Hallmark Homes-Mill Ridge LLC	TOTAL ENG/INSP/LEGAL: \$41,611.15	RETAINAGE RELEASED THIS PERIOD: \$ -
		AMOUNT OF THIS RELEASE: \$ 41,280.75
	TOTAL ESCROW POSTED: \$957,056.45	
MUNICIPALITY: New Britain Township		TOTAL ESCROW RELEASED TO DATE: \$ 690,037.61
ESCROW AGENT: Meridian Bank		TOTAL RETAINAGE RELEASED TO DATE*: \$ 25,798.91
TYPE OF SECURITY: Acquisition Development and Construction Loan	RELEASE NO.: 10	TOTAL ESCROW REMAINING: \$267,018.84
AGREEMENT DATE: 9/16/2020	RELEASE DATE: January 4, 2022	TOTAL CONSTRUCTION CONTINGENCY: \$ 83,222.30
		TOTAL ENG/INSP/LEGAL: \$ 41,611.15
		TOTAL REMAINING RETAINAGE TO DATE: \$ 46,523.89
		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$ 94,180.00

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

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 10		
CONSTRUCTION ITEMS					UNITS	QUANTITY	PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	
IV. BASIN #3													
1.	Topsoil 8" Strip/Stockpile	CY	1,540	\$3.00			\$4,620.00		1,540	\$4,620.00			
2.	Keyway Excavation	LF	550	\$5.00			\$2,750.00		550	\$2,750.00			
3.	Basin Cut/Fill	CY	1,990	\$2.90			\$5,771.00		1,990	\$5,771.00			
4.	Basin Cut/Site Fill	CY	3,050	\$2.90			\$8,845.00		3,050	\$8,845.00			
5.	Outlet Structure	EA	1	\$2,500.00			\$2,500.00		1	\$2,500.00			
6.	DW Headwalls - 30"	EA	1	\$2,000.00			\$2,000.00		1	\$2,000.00			
7.	RCP O-Ring, CL III - 30"	LF	45	\$65.00			\$2,925.00		45	\$2,925.00			
8.	Anti-Seep Collars	EA	2	\$750.00			\$1,500.00		2	\$1,500.00			
9.	Respread Topsoil - 9"	CY	880	\$3.50			\$3,080.00		880	\$3,080.00			
10.	Emergency Spillway	SF	900	\$1.50			\$1,350.00		900	\$1,350.00			
11.	Conversion (Udrain & Amended Soil)	LS	1	\$35,000.00			\$35,000.00		1	\$35,000.00			
V. EARTHWORK													
1.	Topsoil 8" Strip/Stockpile	CY	10,800	\$2.90			\$31,320.00		10,800	\$31,320.00			
2.	Diversion Swale Grading	LF	815	\$2.00			\$1,630.00		815	\$1,630.00			
3.	Site Cut/Fill	CY	13,000	\$2.90			\$37,700.00		13,000	\$37,700.00			
4.	Road Excavation for Widening	CY	200	\$15.00			\$3,000.00		200	\$3,000.00			
VI. STORM SEWER													
1.	Saw Cutting	LF	140	\$1.00			\$140.00		140	\$140.00			
2.	DW Headwalls - Double 29x45"	EA	2	\$5,000.00			\$10,000.00		2	\$10,000.00			
3.	RCP Elliptical CL III - Double 29"x45" Crossing Road	LF	35	\$180.00			\$6,300.00		35	\$6,300.00			
4.	DW Headwalls - 24" x 38"	EA	2	\$2,800.00			\$5,600.00		2	\$5,600.00			
5.	RCP O-Ring, CL III - 24"x38" Crossing Road	LF	35	\$120.00			\$4,200.00		35	\$4,200.00			
6.	RCP O-Ring, CL III - 18"	LF	2,000	\$40.00			\$80,000.00		2,000	\$80,000.00			
7.	RCP O-Ring, CL III - 21"	LF	117	\$95.00			\$11,115.00		117	\$11,115.00			
8.	RCP Elliptical, CL III - 24"x38"	LF	72	\$110.00			\$7,920.00		72	\$7,920.00			
9.	RCP Elliptical, CL III - 29"x45"	LF	50	\$120.00			\$6,000.00		50	\$6,000.00			
10.	DW Headwalls - 18"	EA	6	\$1,500.00			\$9,000.00		6	\$9,000.00			
11.	DW Headwalls - 24"x38"	EA	2	\$3,200.00			\$6,400.00		2	\$6,400.00			
12.	DW Headwalls - 29"x45"	EA	1	\$3,500.00			\$3,500.00		1	\$3,500.00			
13.	Type C Inlet - 4'	EA	13	\$2,200.00			\$28,600.00		13	\$28,600.00			
VII. CONCRETE													
1.	Sidewalk	SF	4,610	\$4.00			\$18,440.00	675	\$2,700.00	3,935	\$15,740.00	675	\$2,700.00
2.	Aprons	SF	480	\$5.00			\$2,400.00	240	\$1,200.00	360	\$1,800.00	120	\$600.00
3.	Belgian Block Curb	LF	1,950	\$19.00			\$37,050.00			1,950	\$37,050.00		



ESCROW STATUS REPORT

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	TOTAL ESCROW POSTED: \$957,056.45	
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		TOTAL REMAINING RETAINAGE TO DATE: \$ 46,523.89
		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$ 94,180.00

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

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 10
					TOTAL		TOTAL		TOTAL		
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
VIII. MILL RIDGE ROAD PAVING											
1. Fine Grade for Paving	SY	3,200	\$0.80	\$2,560.00			3,200	\$2,560.00			
2. 2A Mod Subbase - 6"	SY	3,200	\$4.80	\$15,360.00			3,200	\$15,360.00			
3. 25mm Superpave Base - 4-1/2"	SY	3,200	\$17.00	\$54,400.00			3,200	\$54,400.00			
4. Sweep & Tack Seal	SY	3,200	\$0.50	\$1,600.00					3,200	\$1,600.00	
5. 9.5mm Superpave - 1-1/2"	SY	3,200	\$8.00	\$25,600.00					3,200	\$25,600.00	
6. Pavement Markings - Hot Thermoplastic	LS	1	\$545.00	\$545.00					1	\$545.00	
7. Signs	EA	8	\$220.00	\$1,760.00			8	\$1,760.00			
8. Stamped Asphalt Crosswalk	EA	1	\$1,000.00	\$1,000.00					1	\$1,000.00	
IX. CURLEY MILL ROAD PAVING											
1. Mill Curley Mill Road	SY	2,000	\$5.00	\$10,000.00	2,000	\$10,000.00	2,000	\$10,000.00			
2. Base Repair	CY	50	\$20.00	\$1,000.00			50	\$1,000.00			
3. Fine Grade Widening	SY	635	\$1.00	\$635.00			635	\$635.00			
4. 2A Mod Subbase - 6"	SY	635	\$4.80	\$3,048.00			635	\$3,048.00			
5. 25mm Superpave Base - 5"	SY	635	\$17.50	\$11,112.50			635	\$11,112.50			
6. 19mm Superpave Binder - 2"	SY	635	\$12.00	\$7,620.00			635	\$7,620.00			
7. Sweep & Tack Seal	SY	635	\$0.50	\$317.50	635	\$317.50	635	\$317.50			
8. 9.5mm Superpave Wearing - 1-1/2" (Full Cartway and Wider	SY	2,635	\$8.00	\$21,080.00	2,085	\$16,680.00	2,635	\$21,080.00			
X. SURVEY AND ASBUILTS											
1. Survey and Asbuilts	LS	1	\$12,500.00	\$12,500.00			0.75	\$9,375.00	0.25	\$3,125.00	
2. Pins and Monuments	LS	1	\$5,000.00	\$5,000.00					1	\$5,000.00	
XI. LANDSCAPING											
1. Shade/Street Trees	EA	101	\$400.00	\$40,400.00	3	\$1,200.00	42	\$16,800.00	59	\$23,600.00	
2. Evergreen Trees	EA	62	\$300.00	\$18,600.00	15	\$4,500.00	20	\$6,000.00	42	\$12,600.00	
3. Ornamental Trees	EA	70	\$250.00	\$17,500.00	16	\$4,000.00	35	\$8,750.00	35	\$8,750.00	
4. Shrubs	EA	261	\$30.00	\$7,830.00	134	\$4,020.00	134	\$4,020.00	127	\$3,810.00	
5. Meadow Mix -Rear Yards	LS	1	\$2,000.00	\$2,000.00					1	\$2,000.00	
XII. MISCELLANEOUS											
1. Traffic Control	LS	1	\$5,000.00	\$5,000.00	0.25	\$1,250.00	1	\$5,000.00			
2. Lighting	EA	1	\$1,500.00	\$1,500.00			1	\$1,500.00			
3. Community Mailbox	EA	1	\$1,000.00	\$1,000.00			1	\$1,000.00			
4. R/M Woody Growth/Place 8" Topsoil/Seed (Limekiln Pike RC	LS	1	\$1,000.00	\$1,000.00			1	\$1,000.00			



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

BOARD MOTION

Date: January 24, 2022

I MOVE THAT: The Board adopt Resolution #2022-01: 2022 Appointments, per the attachments.

Presented By: _____

Seconded By: _____

RESOLUTION NO. 2022-01
New Britain Township
Bucks County, Pennsylvania

**BE IT RESOLVED: THE FOLLOWING APPOINTMENTS, REAPPOINTMENTS,
MODIFICATIONS TO APPOINTMENTS AND CONFIRMATIONS OF EMPLOYMENT
SHALL BE EFFECTIVE AS OF JANUARY 4, 2022.**

Persons and Firms Serving the Township with Compensation:

Township Manager	Matt West	
Bond Requirement		\$1,000,000.00
Township Solicitor	Peter Nelson	
		<i>(Fees as outlined in Fee Schedule)</i>
Township Engineer	Craig Kennard, P.E.	
		<i>(Fees as outlined in Fee Schedule)</i>
Township Secretary	Matt West	
Assistant Secretary	Michael Walsh	
Township Treasurer	John Bates	
Bond Requirement		\$1,000,000.00
Assistant Treasurer	Matt West	
Building Inspector/Code Enforcement	Randal Teschner	
Zoning Officer/Code Enforcement	Gilmore & Associates	
Assistant Zoning Officer	Ryan Gehman	
Chief of Police	Richard Clowser	
Public Works Superintendent	Ryan Cressman	
Assistant Manager	Michael Walsh	
Elected Real Estate Tax Collector (4-Year Term)	Nicole Percetti	12/31/2025
Earned Income Tax Collector (CBSD)	Keystone Collections Group	
Earned Income Tax Collector (NPSD)	Berkheimer Associates	
Local Services Tax Collector	Keystone Collections Group	
Independent Auditor	Dunlap & Associates, P.C.	
Pension Actuarial Consultant	Colleen Deer, Mockenhaupt Associates	
Pension Investment Advisors	Michael Glackin, InR	
 Zoning Hearing Board (3-Year Term)	 Scott Fischer	 12/31/2022
	Cathy Basilli	12/31/2023
	Chuck Coxhead	12/31/2024
	VACANT (Alternate)	12/31/2024
Zoning Hearing Board Solicitor	Thomas J. Walsh, III, Esquire	

Employee Salaries adopted per 2022 Budget, Employment Agreements and/or as adjusted by official Board of Supervisors action from time to time. Current Elected Real Estate Tax Collector salary is set by Resolution No. 2021-05.

Regular full-time employees and/or elected Supervisors shall be authorized to participate in the Township health insurance program, pursuant to the requirements of the Second Class Township Code and action of the Board of Supervisors.

Persons and Firms Serving the Township without Compensation:

Public Meetings of the Board of Supervisors are held at 7:00 p.m. the first and third Monday of each month at 207 Park Avenue, Chalfont, PA, or as advertised. Holidays are set by the adopted New Britain Township Personnel Manual, or as modified.

Board of Supervisors	Elected to 6-Year Term	
Gregory T. Hood		12/31/2023
Cynthia M. Jones		12/31/2023
MaryBeth McCabe		12/31/2025
William B. Jones, III		12/31/2027
Stephanie Shortall		12/31/2027
Vacancy Board Chair	1-Year Term	
Fred Schea		12/31/2022
Elected Auditors	Elected to 6-Year Term	
Sharon Hood		12/31/2023
Brian Dutil		12/31/2025
Helen Haun		12/31/2027
Right To Know/Open Records Officer		
Michael Walsh		
Planning Commission	4-Year Term	
A. James Scanzillo		12/31/2022
Stephanie Shortall		12/31/2023
Theresa Rizzo Grimes		12/31/2023
Michelle Martin		12/31/2024
Deborah Rendon		12/31/2024
Marco Tustanowsky		12/31/2025
Kenneth Onsa		12/31/2025
Office of Fire Marshal	1-Year Term	
Randal Teschner, Fire Marshal		
Office of Emergency Preparedness	1-Year Term	
Randal Teschner	Confirmed by Governor	
Michael Walsh	Administration	
Richard Clowser	Police Services	
Ryan Cressman/Jeremy Bishop	Public Works	
Randal Teschner	Fire/Code Enforcement	
Rich Michie/Mark Duncan	Police Services	
Bill Lukenbill	Member At Large	
Sandra Chambers	Police Administration	

Safety Committee	1-Year Term	
Matt West		
Richard Clowser		
Randal Teschner		
Ryan Cressman		
William B. Jones		
MaryBeth McCabe		
Building Code Board of Appeals	3-Year Term	
Roman Jastrzebski		12/31/2022
Eric Van Reed		12/31/2023
Thomas Gockowski		12/31/2024
Park and Recreation Board**	5-Year Term	
Charles Maeyer		12/31/2022
James Bender		12/31/2023
Cynthia M. Jones		12/31/2023
Jessica O'Hara		12/31/2024
Kathi Sexton		12/31/2025
Marco Tustanowsky		12/31/2026
Nancy Jones		12/31/2026
William May, Staff Liaison		
Park and Recreation Advisory Committee	1-Year Term	
<i>(Subcommittee of Park and Recreation Board)</i>		
Ashton Bender		
Mary Margaret Briggs		
<u>VACANT</u>		
<u>VACANT</u>		

** The seven members of the Park and Recreation Board shall serve as voting members pursuant to Article XXII, Section 2204 of the Second Class Township Code, which limits voting membership to either 5 or 7 members. These members shall exercise all official duties as required by Code and the specific authorities vested to the Board by the New Britain Township Board of Supervisors, as may be modified from time to time. The Board shall meet contemporaneously with the Advisory Committee, which shall be entitled to participate in all activities, discussions, votes and actions, except as specifically prohibited by the above referenced Code or authorities. The Committee may be expanded to any number of members as deemed necessary by the Board of Supervisors to best serve public interests. However, official Recreation Board membership shall be limited to 7 designated members at all times. A simple majority of voting members shall be deemed a quorum in all matters.

Delegates to Bucks and Montgomery Tax Collection Committees (TCC)

Matt West	Delegate
John Bates	1st Alternate
William B. Jones	2nd Alternate

Chalfont-New Britain Joint Sewer Authority 5-Year Term

Preston Campbell	12/31/2023
Bill Muzika	12/31/2024
Timothy Hagey	12/31/2026

North Penn Water Authority 5-Year Term

Helen Haun	12/31/2023
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Chal-Brit Regional EMS

Holly Pulido *	5-Year Term	12/31/2025
*Appointed March 1, 2021 to fill Eileen Bradley's Term		

Employee Pension Committee 1-Year Term

Joint Members

Matt West	Manager
Michael Walsh	Assistant Manager
John Bates	Finance Director
Fred Schea	Resident
William B. Jones	Board Delegate
Cynthia M. Jones	Board Delegate

Non-Uniformed Members

Randall Teschner
Ryan Cressman

Uniformed Members

Richard Clowser
Mike Sandt

Pension Committee Trustees

William B. Jones, III
Cynthia M. Jones
Stephanie Shortall (Alternate)

Veterans Committee

1-Year Term

Marco Tustanowsky, Chair
John Otte
MaryBeth McCabe
Michael Walsh, Secretary
John Bates, Treasurer
Stephen Pirrello
Dale Rimmer
<u>VACANT</u>

Capital Planning Committee

1-Year Term

Greg Hood

Matt West

MaryBeth McCabe

Michael Walsh

Fred Schea

John Bates

Board Liaisons

Administration

Board Chair

Police Department

William B. Jones, III

Planning Commission

Stephanie Shortall

Public Works

MaryBeth McCabe

Fire/Ambulance Services

Gregory T. Hood

Park & Rec, Special Projects

Cynthia M. Jones

Sewer Planning

Greg Hood

Bucks TMA

Cynthia M. Jones

Bucks County Consortium

Matt West

PSATS Voting Delegate

William B. Jones, III

BCATO Voting Delegate

William B. Jones, III

Authorized Attendees to State and County Conventions

Board of Supervisors, Tax Collector, Township Manager, Assistant Manager, Police Chief,
Finance Director, Public Works Superintendant

Authorized Depositories

Penn Community Bank

Pennsylvania Local Government Investment Trust (PLGIT)

FirstTrust Bank

Delaware Valley Regional Finance Authority (DVRFA)

TD Bank

Harris Bank

First National Bank of Newtown

Univest Bank and Trust Co.

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RESOLUTION NO. 2022-01

Resolved this 24th Day of January, 2022.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

Gregory T. Hood

Cynthia M. Jones

William B. Jones, III

MaryBeth McCabe, Esq.

Stephanie M. Shortall

ATTEST:

Matt West, Manager/Secretary



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

BOARD MOTION

Date: January 24, 2022

I MOVE THAT: The Board adopt Resolution #2022-02: 2022 Fee Schedule, per the attachments.

Presented By: _____

Seconded By: _____

RESOLUTION NO. 2022-02
New Britain Township
Bucks County, Pennsylvania

**THE OFFICIAL SCHEDULE OF FEES AND CHARGES FOR THE
TOWNSHIP OF NEW BRITAIN, BUCKS COUNTY, PENNSYLVANIA**

WHEREAS: Resolution No. 88-29, last revised and officially adopted as Resolution No. 2021-03 last established the Official Fee Schedule for the Township of New Britain; and

WHEREAS: Upon review of current conditions and direct and indirect costs associated with the various activities addressed by this schedule of fees and charges, it has been determined that it is appropriate for the schedule to be modified;

NOW, THEREFORE BE IT RESOLVED THAT the official Fee Schedule of New Britain Township is hereby modified and adopted as attached hereto. This Fee Schedule shall be the official schedule of charges and fees of the Township of New Britain until and unless the Board of Supervisors approves contrary official action.

RESOLVED THIS 24th DAY OF JANUARY, 2022.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

Gregory T. Hood

William B. Jones, III

Cynthia M. Jones

MaryBeth McCabe, Esq.

Stephanie Shortall, Esq.

Attest:

Matt West, Manager/Secretary

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BUILDING INSPECTIONS

All filing fees/base fees are non-refundable.

Escrow Compliance Guarantee Deposit: In addition to any Occupancy/Use Permit fees, escrow/compliance guarantee deposit may be required. This deposit will be refunded upon the issuance of a Certificate of Occupancy and/or Certificate of Completion, less any costs incurred by the Township in securing compliance with any permit issued to the building/developer/owner, including legal, engineering and administrative costs, will be refunded upon issuance of a Final Certificate of Occupancy. If the subject premises and/or swimming pool is occupied or used prior to the issuance of any occupancy certificate and/or certificate of completion, the compliance guarantee/escrow deposit shall be automatically forfeited.

DESCRIPTION	FEES
PA State Fee for All Building Permits (Per PA UCC)	\$4.50 per Permit Issued
Additions and New Buildings	
New Buildings Base Fee – (Primary Use Structures)	
Residential (per dwelling unit)	\$500.00 Filing/Base Fee
<u>plus</u> an additional fee based upon the total square feet of all building areas of any new unit or building, including all stories, multiplied by a factor of 0.30. Uninhabitable basement and/or crawl space areas to be calculated at 50% of the total square footage of these areas. (i.e.: (Length x Width x .5 x \$.30) = Residential Building Fee for these areas)	
Non-Residential	\$2,500.00 Filing/Base Fee
<u>plus</u> an additional fee based upon the total square footage of floor area multiplied by a factor of \$.50 per sq. ft., (including any basement areas) for the first 10,000 square foot, and then by a factor of \$.30 for any additional area.	
Filing Fee for Resubmitted Plans	\$150.00
Accessory Structures	
Residential: All freestanding accessory structures (including, but not limited to all garages)	\$125.00 Filing/Base Fee
<u>plus</u> an additional fee based upon the total square feet multiplied by a factor of \$.25 (i.e.: L x W x \$.25)	
Residential Freestanding/Prefabricated Sheds over 250 sq. ft. to 400 s.f. (over 400 s.f., see above fee)	\$100.00
Zoning Building Permit Site Plan Evaluation/Inspection required only (*plus Zoning Fee).	
Non-Residential:	\$250.00 Filing/Base Fee
<u>plus</u> an additional fee based upon the total square feet multiplied by a factor of \$.50 for the first 10,000 square feet and by a factor of \$.30 for any additional area, i.e.: (L x W x \$.50) + (L x W x \$.30)	
Non-Residential Freestanding/Prefab over 250 sq. ft.	\$150.00 Filing/Base Fee

BUILDING INSPECTIONS (continued)

DESCRIPTION	FEES
Additions	
Residential Filing/Base Fee, plus an additional fee to be based upon total square footage multiplied by a factor of \$.25	\$150.00 Filing/Base Fee
Non-residential Filing/Base Fee, plus an additional fee based upon the total square feet multiplied by a factor of \$.50 for the first 10,000 square feet and by a factor of \$.30 for any additional area. (i.e.: \$300.00 + (L x W x \$.50) + (L x W x \$.30)*	\$300.00 Filing/Base Fee
Filing Fee for Resubmitted Plans	\$150.00
Uniform Construction Code Board of Appeals Hearing	
Application Fee	\$500.00
Each Continuation	\$200.00
Alterations, Repairs & Remodeling	
Residential Finishing of Basement Areas	\$125.00
Other Residential Alterations, Repairs and/or Remodeling: plus an additional fee based upon the total square feet multiplied by a factor of \$.30 (i.e.: \$175.00 + (L x W x \$.30) = Building Fee)	\$175.00 Base Fee
Non-Residential plus an additional fee based upon the total square feet multiplied by a factor of \$.30 (i.e.: \$350.00 + (L x W x \$.30) = Building Fee)	\$350.00 Filing/Base Fee
Filing Fee for Resubmitted/Updated Plans	\$150.00
Chimneys, Fireplaces & Roofs	
Residential Roof Replacement	\$50.00
Chimney Only	
Masonry	\$100.00
Factory Built	\$50.00
Chimney and Fireplace	\$100.00
Non-Residential Roof Replacement (under 10,000 sf)	\$250.00
Roof Replacement (over 10,000 sf)	\$500.00

BUILDING INSPECTIONS (continued)

DESCRIPTION	FEES	ESCROW
Miscellaneous		
Each re-inspection due to violation or incomplete work	\$50.00	
Decks (uncovered) over 30" height, up to 200 s.f.	\$125.00	
201 s.f. to 400 s.f.	\$175.00	
Over 401 s.f.	\$250.00	
Inspection of fences and gates for swimming pools	\$40.00	
In-ground Swimming Pool (minimum of 2 inspections required)*	\$300.00	\$1,000.00
Aboveground Swimming Pool	\$125.00	
Hot Tubs	\$60.00	
Sidewalks, curbs, driveways, driveway aprons (not applicable to new developments under escrow agreements)	\$50.00	
Wood burning stoves or fireplace inserts	\$75.00	
New Manufactured Home pad and footers* (any additions, car ports, sheds are additional)	\$300.00	
Manufactured Home relocated to new lot/installation on an existing pad in the same development* (any additions, car ports, sheds are additional)	\$150.00	
Manufactured Home Installation Fee per HUD requirements	\$75.00	
Structural Moving		
Under 200 sq. ft.	\$50.00	
201- 2,000 sq. ft.	\$150.00	
2,001 sq. ft. and up	\$75.00 per 1000 sq. ft. or portion thereof	
Structural Demolition, including Interior Demolitions		
200 – 2,000 sq. ft.	\$250.00	
2,001 sq. ft. and up	\$250.00 + \$75.00 per 1000 sq. ft. or portion thereof	
Temporary Installation of Modular School Classrooms*	\$500.00	
Temporary Construction Trailer*	\$100.00	
Minimum fee (for any inspections not listed above)	\$75.00 residential \$150.00 commercial	
Commercial Accessibility Review & Inspection		
New Building	\$300.00	
Alteration of Existing Building	\$125.00	
Solar Installation on Roof & Ground Mounts	\$75.00 residential \$150.00 commercial plus \$0.50/sq.ft.	
*Plus Zoning Evaluation/Inspection Fee (See Zoning)		

PLUMBING INSPECTIONS

DESCRIPTION	FEES
New Buildings, Alterations and Additions	
Rough Piping under slab (drains & water): 1 to 6 fixtures Plus an additional fee for each additional three fixtures, drainage fixture units, or fraction thereof:	\$100.00 residential \$150.00 commercial \$20.00
Rough Piping in walls (drains & water): 1 to 6 fixtures Plus an additional fee for each additional three fixtures, drainage fixture units, or fraction thereof:	\$100.00 residential \$150.00 commercial \$20.00
Final fixtures: 1 to 6 fixtures Plus an additional fee for each additional three fixtures or fraction thereof:	\$100.00 residential \$150.00 commercial \$20.00

MISCELLANEOUS

DESCRIPTION	FEES
Sewer lateral	\$75.00 residential \$125.00 commercial
Water lateral	\$75.00 residential \$125.00 commercial
Violations inspection fee (per reinspection requirement) including failed inspection	\$50.00 residential \$75.00 commercial
Lawn sprinkler systems connected to domestic water supply:	\$50.00
Grease traps or interceptors	\$150.00
Water-cooled air conditioners	\$150.00
Minimum Fee for Any Inspections Not Listed Above	\$75.00 residential \$125.00 commercial
Holding tanks: Per Tank	\$200.00
Well installations	
Residential (occupied single family home)	\$100.00
Geo Thermal Well	\$75.00
All Others:	\$150.00
Sewer Pumps	\$100.00 residential \$200.00 commercial

WIRELESS COMMUNICATION FACILITIES (WCF)

DESCRIPTION	FEES	ESCROW
Miscellaneous		
PA State UCC Building Permit Fee	\$4.50	
Zoning Permit	\$100.00	
Filing Fee	\$500.00	
Electrical Permit	\$200.00	
Legal and Engineering		\$5,000.00 with signed PSA

ELECTRICAL INSPECTIONS

United Inspection Agency is the appointed Electrical Inspection Agency for New Britain Township. Applicants shall be responsible for contacting United Inspection Agency, phone number (215) 542-9977, to arrange for electrical inspection services and provision of the underwriter's certification sticker. The Township shall charge the following fees for inspection, verification of the placement of the underwriter's certification sticker, processing of inspection file cards and related administrative fees as follows:

DESCRIPTION	FEES
Electrical Inspection/Plan Review	
Residential Electrical Inspections and Plan Review	
Services, Equipment and Metering (600 VAC Max)	
Single Meter 30 thru 200 Amps	\$110.00
Single Meter over 200 thru 400 Amps	\$140.00
Single Meter over 400 thru 600 Amps	\$150.00
Single Meter over 600 thru 1200 Amps	\$250.00
Single Meter over 1200 Amps	\$325.00
Services exceeding one meter (per meter in addition to above)	\$65.00
Feeders and Subpanels (600 VAC Max)	
Over 30 thru 200 Amps	\$110.00
Over 200 thru 400 Amps	\$140.00
Over 400 thru 600 Amps	\$150.00
Over 600 thru 1200 Amps	\$250.00
Over 1200 Amps	\$325.00
Services exceeding one meter (per meter in addition to above)	\$65.00
Reintroduction of Power	
Single Meter 200 Amps and under	\$135.00
Each additional meter	\$65.00
Over 200 thru 400 Amps	\$150.00

ELECTRICAL INSPECTIONS (continued)

DESCRIPTION	FEES
Electrical Inspection/Plan Review (continued)	
Residential Electrical Inspections and Plan Review (continued)	
Swimming Pools	
Pool Bonding	\$105.00
Equipotential Deck Bonding	\$105.00
Pool pump and relating wiring	\$105.00
Pennsylvania Pool Certificate	\$320.00
Residential Generators	\$150.00
Temporary Services	
30 thru 200 Amps	\$110.00
Over 200 thru 400 Amps	\$140.00
Over 400 Amps	\$200.00
Residential Inspection (Dwelling Unit-Rough, Service and final)	
Single Family Dwelling 200 Amps and under	\$300.00
Single Family Dwelling 200 Amps thru 400 Amps	\$325.00
Single Family Dwelling over 400 Amps	\$350.00
Residential Addition and Alterations (Rough and Final)	\$185.00
Modular and Mobile Homes	\$250.00
Modular homes, service connections, 200 Amps and under	
The prices referenced above typically include plan review and rough final inspections.	
Miscellaneous	
Residential	\$100.00
Commercial	\$200.00
Violation Inspection	\$70.00
Electrical Inspections for Residential Generator	\$150.00
Electrical Inspections for Solar Projects:	
Up to 10 kW	\$250.00
11-100 kW	\$25.00/kW
100-500 kW	\$15.00/kW
Over 500 kW	\$10.00/kW
*A re-inspection fee will apply after the second failed inspection. This is to be paid directly to the Inspection Agency.	

ELECTRICAL INSPECTIONS (continued)

DESCRIPTION	FEES
Commercial, Industrial and Institutional Electrical Inspections	
The following is based on the total cost of the electrical portion of the construction project. This also applies to tele/data and security wiring.	
Up to \$10,000 (minimum filing fee)	\$300.00
\$10,000 to \$15,000	\$550.00
\$15,000 to \$20,000	\$700.00
\$20,000 to \$30,000	\$800.00
\$30,000 to \$40,000	\$900.00
\$40,000 to \$50,000	\$1,000.00
\$50,000 to \$60,000	\$1,100.00
\$60,000 to \$70,000	\$1,200.00
\$70,000 to \$80,000	\$1,300.00
\$80,000 to \$90,000	\$1,400.00
\$90,000 to \$100,000	\$1,500.00
\$100,000 to \$125,000	\$1,650.00
\$125,000 to \$150,000	\$1,800.00
\$150,000 to \$175,000	\$1,950.00
\$175,000 to \$200,000	\$2,100.00
\$200,000 to \$250,000	\$2,250.00
\$250,000 to \$300,000	\$2,400.00
\$300,000 to \$350,000	\$2,550.00
\$350,000 to \$400,000	\$2,700.00
\$400,000 to \$450,000	\$2,850.00
\$450,000 to \$500,000	\$3,050.00
Above \$500,000	Call for Price
Electric Signs	
Single Unit	\$120.00
Each additional Unit	\$20.00
Parking Lot Poles	
First five fixtures	\$125.00
Each additional fixture	\$10.00
Signaling Systems, Fire Alarms, Security Systems	
System inspection including 25 devices	\$125.00
Each additional 25 devices or portion thereof	\$15.00
*A re-inspection fee will apply after the second failed inspection. This is to be paid directly to the inspection agency.	

MECHANICAL INSPECTIONS

DESCRIPTION	FEES
Miscellaneous	
Replacement of existing residential heater or furnace oil & gas only	\$75.00
Replacement of existing AC Unit	\$75.00
New equipment installation: Heating equipment – Heat Pumps, etc.	\$150.00 residential \$200.00 commercial
Split Systems	\$125.00 residential \$200.00 commercial
Air conditioning equipment	\$100.00 residential \$200.00 commercial
Non-Residential space heaters per unit	\$100.00 Minimum \$25.00 per Unit
Non-Residential rooftop Heater/AC Unit	\$300.00 per unit
Oil or Propane tanks; 1 to 1,000 gallons each additional 500 gallons or fraction thereof	\$50.00 \$2.50
Kitchen Exhaust Hoods	\$150.00
Gas Logs/Fireplaces/Wood Stoves	\$50.00
Minimum fee for Any Inspection Not Listed Above	\$60.00 residential \$150.00 commercial
Re-inspection (if required) and thereafter including failed	\$50.00

FIRE MARSHAL INSPECTIONS

DESCRIPTION	FEES
Annual Fire Inspections - applicable to all non-residential structures, units	
Up to 5,000 square feet	\$30.00
5,001 to 40,000 square feet	\$60.00
40,001 square feet and over	\$150.00
Non-Residential Multi-Tenant Building - Sprinkler, Alarm, & Fire Lane	\$75.00
All other inspections not listed above (minimum fee)	\$75.00

FIRE PREVENTION INSPECTIONS

DESCRIPTION	FEES
Fire Prevention Inspections	
Fire system water service	\$75.00 residential \$150.00 commercial
Fire system standpipes per riser	\$125.00
Fire System Riser	\$125.00
Fire system sprinklers (\$1.00 per head)	\$100.00 residential minimum \$250.00 commercial minimum
Cross connection and back flow preventers	\$75.00
Blasting Permit (per day of blasting)	\$75.00
Fire alarm panel	\$100.00
Smoke detector/Heater Detector/Appliance per 25 or fraction there	\$100.00
Fire extinguishers per 10 units or fraction thereof	\$50.00
Fire Suppression System (Other than fire sprinklers)	\$200.00 per unit
Underground tank removal	\$75.00
Fire Reports	\$75.00
Fire Photographs	\$5.00 per print
Fire Alarm Violation (4 th false alarm)	\$50.00
Fire Alarm Violation (5 th false alarm)	\$100.00
Fire Alarm Violation and thereafter	\$150.00 per alarm
Minimum Fee for Any Inspection Not Listed Above	\$60.00 residential \$75.00 commercial

FEES FOR WORK COMPLETED OR OCCUPANCY UNDERTAKEN WITHOUT PROPER PERMITS

(a) Work Without Permit - Applies to permits issued after work has started	2X	Double the standard permit fee
(b) Special tests and/or agencies required to determine compliance due to concealed construction or work completed prior to obtaining any required permit(s).		Applicant shall pay the cost incurred by the township plus 10%, or in the alternative, the applicant shall be required to produce approved proof of compliance, such as soil compaction testing, electrical certifications, compressed air testing of pipes, or other similar testing deemed necessary and deemed acceptable to the township.
(c) Occupancy Without Certificate - Applies to U&O certificates issued for an existing occupancy	2X	Double the standard fee for certificate

ADMINISTRATION

DESCRIPTION	FEES
Publications and Maps	
Zoning Ordinance (including Zoning Map)	\$60.00
Zoning Map	\$3.00
Subdivision and Land Development Ordinance	\$30.00
Comprehensive Plan	\$25.00
Open Space Plan (2000, 2008)	\$30.00
Codified Codes	
Printed	\$500.00
Computer Disk	\$50.00
Copy Requests: may be furnished as xerographic copies or as electronic recordings on computer disks. Records only available in other media may be furnished in that media at the option of the Township. Copy fees estimated to exceed \$50.00 shall be prepaid.	
Photostatic Copies Black & White	\$0.25 per page
Photostatic Copies in Color	\$0.35 per page
Copying by Outside Vendor	actual service cost
Electronic Media – only new Township furnished disks or new disks from an unopened package may be utilized.	\$3.00/disk
*Additional RTKL Fees may apply as outlined in Appendix D	
Postage	
U.S. Mail (1 st Class)	\$1.00/envelope plus actual cost of postage
Package shipping by USPS, UPS, FedEx and others	actual service cost
Deed Registration	\$10.00/per deed

ADMINISTRATION (continued)

DESCRIPTION	FEES
Returned Check	\$30.00
Certification of Record	\$25.00
IRS mileage allowance	as established by IRS
Manpower & Equipment Usages	
Road Crew	
Foreman	\$ 60.00/hr.
Laborer	\$ 45.00/hr.
Equipment	
Dump Truck	\$ 150.00/hr.
Loader	\$ 200.00/hr.
Miscellaneous Equipment	\$50.00/hr.

SPECIAL PERMITS, ROAD OCCUPANCY PERMIT, LICENSES

DESCRIPTION	FEES
Special Permits for items, uses, or activities not listed in this fee schedule: As established by the Township Manager on a case-by-case basis utilizing the estimated costs to the Township made necessary by reason of the application or request.	
Road Occupancy Permit	
Township Road Occupancy Permit	
Utility	\$100.00 plus \$10.00 per sq. yd. of excavation within public ROW
Driveway	\$75.00 residential \$100.00 commercial
Township Highway Occupancy Permit	
Utility	\$50.00
Above-Ground Facilities (poles, guy wires, etc.)	\$20.00 up to 10 Physically connected, continuous facilities \$2.00 each additional
Licenses	
Liquor License Transfer Application	\$2,000.00

PETITION TO VACATE PUBLIC ROAD/RIGHT-OF-WAY/PAPER STREET

DESCRIPTION	FEES	ESCROW
Petition to Vacate Public Road/Right-of-Way/Paper Street	\$200.00	\$1,000.00

STORM SEWER AND STORMWATER MANAGEMENT MAINTENANCE FEES

DESCRIPTION	FEES
Storm Sewer Maintenance Fee: This fee shall apply to all existing and/or proposed storm sewers located in public rights of way within and/or along the subject property or any Township-owned easement.	\$2.50/lineal foot of existing and proposed roadway
Stormwater BMP Maintenance Guarantee: This fee shall apply to all proposed stormwater BMPs installed within New Britain Township, to provide a financial guarantee for the timely installation, proper construction and continued maintenance by the owner of the subject property. Small projects costing under \$500.00 may be exempted from this fee at the discretion of the Board of Supervisors.	5% of construction cost of BMPs, with a minimum of \$100.00, but not to exceed \$10,000.00

USE AND OCCUPANCY INSPECTIONS

DESCRIPTION	FEES PER UNIT
New Unit: One Inspection/One Re-Inspection prior to issuance of Certificate	
New Single Family Dwelling	\$150.00
New Apartments / Mobile Homes	\$75.00
New Additions	\$40.00
Resale Unit: One Inspection/One Re-Inspection prior to issuance of Certificate	
Dwelling Units	\$75.00
Single Story Apartments, Mobile Homes	\$50.00
Apartments over Single Story	\$75.00
Second Re-inspection (if required) and each thereafter	\$40.00
Non-Residential Units: One Inspection/One Re-Inspection prior to issuance of Certificate	
New Commercial Units	\$125.00 plus \$0.05/s.f.
Commercial Resales under 10,000 s.f.	\$125.00
Commercial over 10,000 s.f.	\$200.00
Residential Temporary Use and Occupancy Reinspection: Per each additional inspection	
Residential	\$75.00
Single Story Apartments, Mobile Homes	\$50.00
Apartment over Single Story	\$75.00
Non-Residential Temporary Use and Occupancy Reinspection: Per each additional inspection	
Commercial under 10,000 s.f.	\$125.00
Commercial over 10,000 s.f.	\$200.00

PROFESSIONAL SERVICES ESCROW REQUIREMENT

A Professional Services Escrow Account shall be required to be deposited with the Township at the time of the initial plan application. The applicant and/or developer shall establish a Professional Services Escrow Account to reimburse New Britain Township for the reasonable and necessary expenses incurred for review of all applications, reports, plans, and the inspection of the improvements by New Britain Township’s professional consultants, solicitor and/or engineer. Such expenses shall be reasonable and in accordance with the ordinary and customary fees charged by the New Britain Township Solicitor, Engineer and any other consultant for work performed for similar services in New Britain Township.

However, in no event shall the fees exceed the rate or cost charged by the New Britain Township Solicitor, Engineer or other consultant when such fees are now reimbursed or otherwise imposed on an applicant. Township incurred professional fees shall be billed in accordance with the attached professional fee schedule and Township administrative expenses shall be reimbursed at **10% per billing and a minimum of \$10.00 per bill**. A Professional Services Agreement (PSA) is required as part of the submission process.

SUBDIVISION AND LAND DEVELOPMENT

To cover costs associated with the receipt, processing and handling, required reviews pursuant to the Pennsylvania Municipalities Planning Code, Zoning and Subdivision and Land Development regulations, digitizing and archiving of plans and application materials, the following fees and professional services escrow are required:

DESCRIPTION	FEES	ESCROW
Residential Subdivision Plans		
Sketch Plan with Engineering Review		
Minor (2 lots/units)	\$100.00	\$2,500.00
3 or more lots/units	\$100.00	\$5,000.00
Preliminary Plans		
Minor (2 lots/units)	\$600.00	\$10,000.00
3 or more lots/units	\$900.00	\$1,000.00/lot
	\$200.00 per lot/unit	\$10,000.00 Minimum
Final Plans		
Minor (2 lots/units)	\$400.00	\$10,000.00
3 or more lots/units	\$600.00 plus \$100.00 per lot/unit	\$1,000.00/lot \$10,000.00 Minimum
Residential Land Development		
Sketch Plan with Engineering Review	\$100.00	\$2,500.00
Preliminary Plans	\$300.00/unit	\$10,000.00
Final Plans	\$200.00/unit	\$10,000.00
Revised Plans (Preliminary or Final)	*\$75.00 per lot/unit	Maintain ESCROW
* Revised final plan fee may be waived by Township Manager if only plan note and technical revisions		

SUBDIVISION AND LAND DEVELOPMENT (continued)

DESCRIPTION	FEES	ESCROW
Planned Residential Development (PRD)	\$4,000.00	\$10,500.00 plus \$1,000.00/lot or unit
Lot Line Changes and Reverse Lot Split		
Sketch Plan with Engineering Review	\$175.00	\$2,000.00
Preliminary Plans		
Minor (2 lots/units)	\$175.00	\$5,000.00
3 or more lots/units	\$150.00 plus \$100.00 per lot/unit	\$5,000.00
Final Plans		
Minor (2 lots/units)	\$150.00	\$5,000.00
3 or more lots/units	\$150.00 plus \$100.00 per lot/unit	\$5,000.00
Residential Site Plans for New Dwelling Construction	\$250.00	\$5,000.00
Stormwater Site Plan Review	\$50.00	\$5,000.00
Non-Residential Subdivision and/or Land Development Plans		
To cover costs associated with the receipt, processing and handling and required reviews pursuant to the Pennsylvania Municipalities Planning Code, Zoning and Subdivision & Land Development regulations, digitizing, archiving, and application materials the following fees and professional services escrow are required:		
Sketch Plans	\$250.00+	\$5,000.00
Preliminary Plans	\$500.00 per lot/unit	\$25,000.00
Final Plans	\$400.00 per lot/unit	\$25,000.00
Revised Final Plans	\$100.00 per lot/unit*	Maintain ESCROW
*Revised final plan fee may be waived by Township Manager if only plan note and technical revisions		
Sewage Facility Systems		
Act 537 Planning Module Review	\$150.00	\$2,500.00
Operation & Maintenance Agreement (O&MA)	\$150.00	\$1,000.00
O&MA Non-Refundable Financial Security		\$2,500.00*
*Financial Security may be increased, as recommended by the Twp Engineer & Solicitor and approved by the Board, due to additional monitoring and enforcement requirements.		

SUBDIVISION AND LAND DEVELOPMENT (continued)

DESCRIPTION	FEES	ESCROW
Fee in Lieu of Dedication of Park and Recreation Land		
Under Section 715, Subdivision and Land Development Ordinance, Per Dedication Unit Required		
Residential	\$2,500.00/dwelling unit	
Non-Residential	\$2,500.00/4,000 sq. ft. building area	

ZONING

DESCRIPTION	FEES	
Zoning Bldg Permit Site Plan Evaluation/Inspection	\$50.00 residential	
Zoning Bldg Permit Site Plan Evaluation/Inspection	\$100.00 non-residential	
Zoning or Permitted Use Certifications (including Home Occupations)	\$60.00 residential	
Zoning or Permitted Use Certifications	\$100.00 non-residential	
Change of Use Certification	\$100.00	
Registration of Non-Conforming uses or structures	\$100.00	
Home Occupation Permit	\$60.00	
Determination by Zoning Officer	\$100.00	
Flood Plain Determination	\$25.00	
Temporary Trailer Permit	\$50.00 for 0-3 \$100.00 for 3-6 months	
Signs requiring a construction/zoning permit	\$5.00/sq. ft. of the sign area (L x W= fee) PER SIDE \$50.00 minimum fee	
Commercial Temporary Signs	\$50.00 per month up to months per year.	4

ZONING (continued)

DESCRIPTION	FEES
Applications for Conditional Use Hearing	\$2,500.00
Requests for Filing for Amendments to the Zoning Ordinance or Map for Change of Zoning	\$2,500.00 plus PSA and \$2,500.00 Escrow
Requests and Petitions for Curative Amendments, and/or Substantive Challenges to the Validity of the Zoning Ordinance or Map	\$5,000.00 plus \$300.00/hearing

--

ZONING HEARING BOARD

To cover costs of compensation for the secretary and members of the zoning hearing board, notice and advertising costs and administrative expenses associated with the hearing.

All fees are non-refundable regardless of the Zoning Board Decision.

DESCRIPTION	FEES
Residential	
Application Fee	\$800.00
Continuance Fee	\$200.00
Non-Residential	
Application Fee	\$1,200.00
Continuance Fee	\$200.00

PARKS AND RECREATION

Unless otherwise noted below, fees for township sponsored recreational programs and other special recreational and community events shall be established by the Board of Supervisors, or the Township Manager (if necessary under the circumstances of the event or program).

DESCRIPTION	FEES
--------------------	-------------

Sport League Field Permits

Note: Certificate of Insurance naming New Britain Township as the certificate holder and as additional insured is required for field/ pavilion use by all organizations and companies. All rosters must include name, street address, city, state, and residing municipality of each player.

Youth Groups (age 18 and under)	\$100.00 per season (Application Fee) \$7.00 per person/Resident \$10.00 per person/Non-resident
Adult Groups (age 19 - 55)	\$100.00 per season (Application Fee) \$35.00 per use (Field Use)
Senior Groups (Age 55+)	\$50.00 per season (Application Fee) \$5.00 per person/Non-resident

Pavilion Reservation	\$35.00 per day/Resident \$40.00 per day/Non-resident
-----------------------------	--

Special Event Permit (Non-Tournament)	\$35.00 per field/pavilion (Application Fee) \$50.00 Security Deposit
--	--

Field Reservations (Non-league)	\$25.00 per use/per field (Includes Application Fee)
--	---

Tournaments	*\$100.00 (new) *sponsors of any gatherings, which require police, maintenance, or other personnel and/or equipment, shall be responsible for all associated costs as determined by the Township. A deposit to guarantee payment shall be determined by the Township and posted with the Township prior to permit issuance.
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Camps or Instruction Sessions	\$50.00 (Application Fee) \$25.00 per use/field per day
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POLICE

DESCRIPTION	FEES
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Police Reports and/or Incident Report	\$15.00
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Accident Report Fee	\$15.00 per accident
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POLICE (continued)

DESCRIPTION	FEES
Accident Photographs	\$25.00 processing fee + \$1.00 per 4x6 print \$5.00 per 8x10 print \$5.00 /contact sheet \$15.00 per CD
Alarm Violation (4th & 5th false alarms)	\$60.00
Alarm Violation (6th and thereafter false alarms)	\$100.00
Alarm Registration	\$10.00 per year
Fingerprinting Fee (township residents and businesses only)	\$10.00 per card
Soliciting Permits	
per Day	\$20.00
per Week	\$50.00
per Month	\$100.00
Stray Dog Pick Up	\$15.00
Parking Tickets – (Township Tickets – Not District Court)	
Fire Zone	\$15.00
Reserved: Handicapped	\$15.00
Left side to curb	\$10.00
Between AM/PM	\$10.00
During Winter Storm	\$10.00
Where Signs Prohibited	\$10.00
Within an Intersection	\$10.00
Blocking Driveway	\$10.00
All others not listed above (minimum fee)	\$10.00
Vehicle Storage Charge Permit	\$100.00



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

**2022 PROFESSIONAL SERVICES FEE SCHEDULE
NEW BRITIAN TOWNSHIP, BUCKS COUNTY, PA**

TITLE	RATE
Principal III	\$ 165.00
Principal II	\$ 160.00
Principal I	\$ 155.00
Consulting Professional V	\$ 145.00
Consulting Professional IV	\$ 140.00
Consulting Professional III	\$ 135.00
Consulting Professional II	\$ 130.00
Consulting Professional I	\$ 125.00
Design Technician V	\$ 120.00
Design Technician IV	\$ 115.00
Design Technician III	\$ 110.00
Design Technician II	\$ 95.00
Design Technician I	\$ 85.00
Construction Representative III	\$ 120.00
Construction Representative II	\$ 110.00
Construction Representative I	\$ 100.00
Surveying Crew	\$ 175.00
Project Assistant	\$ 80.00

Listed Rates – All Rates listed above are hourly rates based upon straight time for a 40-hour, 5-day week and are charged on actual time expended. When requested/required to provide professional services in excess of 40 hours during the normal work week, non-exempt staff shall be charged 1.5 times the standard rate for those hours worked in excess of the normal 40 hours. Construction Representative Services requested on weekends shall be charged at the same overtime rate with a minimum of 4 hours charged.

Client Invoicing – Gilmore & Associates, Inc. invoices on a monthly basis and payment for services rendered are due within 30 days.

Proprietary Information – This Professional Services Fee Schedule is proprietary information issued by Gilmore & Associates, Inc. for review only by the recipient of this document. The information contained herein shall not be shared, reviewed or discussed with others than those receiving this original document.

Special Consulting Services - Rates vary by type of service and level of experience. Rate Schedules will be provided upon request.

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

Gilmore & Associates, Inc.
Building on a Foundation of Excellence
www.gilmore-assoc.com

MARY C. EBERLE
JOHN B. RICE
DIANNE C. MAGEE *
DALE EDWARD CAYA
DAVID P. CARO *
DANIEL J. PACT * †
JONATHAN J. REISS †
GREGORY E. GRIM †
PETER NELSON *
PATRICK M. ARMSTRONG
KELLY L. EBERLE *
JOEL STEINMAN
MATTHEW E. HOOVER
COLBY S. GRIM
MICHAEL K. MARTIN
MITCHELL H. BAYLARIAN
WILLIAM D. OETINGER
FRANK N. D'AMORE, III

* ALSO ADMITTED IN NEW JERSEY
† ALSO ADMITTED IN NEW YORK
‡ MASTERS IN TAXATION
* ALSO A CERTIFIED PUBLIC ACCOUNTANT

LAW OFFICES
GRIM, BIEHN & THATCHER

A PROFESSIONAL CORPORATION

SUCCESSOR TO
GRIM & GRIM AND BIEHN & THATCHER
ESTABLISHED 1895 AND 1956,
RESPECTIVELY
126TH ANNIVERSARY 1895-2021

www.grimlaw.com

Peter Nelson
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J. LAWRENCE GRIM, JR., OF COUNSEL
JOHN FREDERIC GRIM, OF COUNSEL

104 S. SIXTH STREET
P.O. BOX 215
PERKASIE, PA. 18944-0215
(215) 257-6811
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(215) 536-1200
FAX (215) 538-9588

(215) 348-2199
FAX (215) 348-2520

October 26, 2021

VIA ELECTRONIC CORRESPONDENCE

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

Re: 2022 Legal Services

Dear Matt:

Enclosed please find our firm's 2022 Fee Schedule for all services rendered to the Township. I have established hourly rates for three categories of legal work performed for or on behalf of the Township. This Fee Schedule should be made a part of the Board's annual fee resolution for 2022. As we have done for many of our municipal clients this coming year, our fees for New Britain Township have been raised \$5 for litigation matters. This keeps New Britain Township's fees in line with the fees we charge our other municipal clients. The fees for general and real estate matters are not being changed. We do not anticipate this increase having any significant impact upon the Township's legal services budget for 2022. Thank you, and if you have any questions, please do not hesitate to contact me.

Sincerely,

GRIM, BIEHN & THATCHER

By: 
Peter Nelson

HPN/bf

Cc: Michael Walsh

MARY C. EBERLE
JOHN B. RICE
DIANNE C. MAGEE *
DALE EDWARD CAYA
DAVID P. CARO ✦
DANIEL J. PACI ✦ †
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October 26, 2021

NEW BRITAIN TOWNSHIP
Schedule of Legal Fees for 2022
Effective January 1, 2022

1. General Legal Services - Hourly Rate

Includes attendance at meetings, ordinance preparation, telephone consultation, police and/or labor matters, land preservation, etc.----- \$170.00

2. Litigation

Includes preparation for, attendance at, and travel to and from courthouse and/or hearing ----- \$185.00

3. Real Estate

Includes all real estate, subdivision, and land development matters ----- \$210.00

3655 Route 202
Suite 105
Doylestown, PA 18902

Thomas J. Walsh III & Associates, P.C.



Phone: 267.247.5024
Fax: 267.247.5668
Email: twalsh@twalshlaw.com

January 19, 2022

Via Email Only

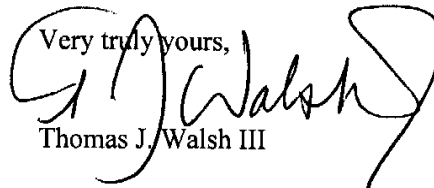
Matt West
Manager
New Britain Township
207 Park Avenue
Chalfont, PA 18914

**Re: New Britain Township – 2022 Rate for Legal Services
Zoning Hearing Board Solicitor**

Dear Matt:

As you know, I am fortunate to serve as solicitor to the New Britain Township Zoning Hearing Board (“ZHB”). In that capacity, my responsibility is to provide general legal counsel to the ZHB and to the New Britain Township Zoning Officer. If I am re-appointed as solicitor to the ZHB in 2022, my hourly rate for legal services in 2022 will be **\$160.00**, which is the same hourly rate since 2020.

To ensure compliance with applicable law, kindly include this rate in the New Britain Township Fee Resolution for 2022. Thank you for your consideration. Should you have any questions, please feel free to contact me.

Very truly yours,

Thomas J. Walsh III

TJW/



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

BOARD MOTION

Date: January 24, 2022

I MOVE THAT: The Board approve the Frank E. Glace IV Memorial Tree, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Matt West, Township Manager
FROM: Chelle Clancy, Parks & Recreation Coordinator
DATE: December 1, 2021
RE: Frank E. Glace IV Memorial Tree
Memorial Program

Frank E. Glace IV Memorial Tree: Amy Arnold is working with Green Acres Nursery and has selected a Memorial Tree in honor of her brother Frank E. Glace IV. With the help of Township staff, Amy selected a Red Blaze Maple Native Tree to be found in between the basketball courts and concession stand areas on a grassy patch. It is a standalone area where an “Autumn Blaze Red Maple” would fit well since her brother Frank was born in November. A mature Autumn Blaze Red Maple grows 40 to 50 feet tall, 20 to 30 feet wide, and is at a 2” Caliper. The location has a direct line of sight to their father’s Pear tree by Pavilion 1. The tree will supply nice shade for those watching baseball games during the season (Attachment 1).

Memorial Program: Memorial Program Standard Operating Procedure (SOP) and Application Form ready for review/approval (Attachment 2).

Attachment 1: Frank E. Glace IV Memorial Tree Location





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

BOARD MOTION

Date: January 24, 2022

I MOVE THAT: The Board approve the Standard Operating Procedures and Application Form for a Township Memorial Program, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Matt West, Township Manager
FROM: Chelle Clancy, Parks & Recreation Coordinator
DATE: December 1, 2021
RE: Frank E. Glace IV Memorial Tree
Memorial Program

Frank E. Glace IV Memorial Tree: Amy Arnold is working with Green Acres Nursery and has selected a Memorial Tree in honor of her brother Frank E. Glace IV. With the help of Township staff, Amy selected a Red Blaze Maple Native Tree to be found in between the basketball courts and concession stand areas on a grassy patch. It is a standalone area where an “Autumn Blaze Red Maple” would fit well since her brother Frank was born in November. A mature Autumn Blaze Red Maple grows 40 to 50 feet tall, 20 to 30 feet wide, and is at a 2” Caliper. The location has a direct line of sight to their father’s Pear tree by Pavilion 1. The tree will supply nice shade for those watching baseball games during the season (Attachment 1).

Memorial Program: Memorial Program Standard Operating Procedure (SOP) and Application Form ready for review/approval (Attachment 2).



NEW BRITAIN TOWNSHIP

207 Park Avenue • Chalfont, PA 18914 • Telephone: (215) 822-1391

MEMORIAL PROGRAM PROCESS

1. Applicant fills out memorial program application form and pays associated donation fee.
2. Staff to contact applicant and aid in choice of memorial location and type with P&R Facilities Manager.
3. Applicant presents memorial to either Parks & Recreation Commission or Veterans Committee (if at Veterans Park).
4. Parks & Recreation Commission/Veterans Committee supplies Recommendation to Board of Supervisors.
5. Board of Supervisors reviews/approves memorial and specific location (New Britain Township reserves the right to limit the number of trees and plaques at any given site).
6. Staff works with local tree nursery, bench and local plaque vendor to place order.
7. Once memorial tree, plaque, and/or bench are delivered and available, staff works with P&R Facilities Manager to schedule memorial tree planting/bench dedication with an invitation extended to applicant.
8. Applicant is provided with a certificate acknowledgement once memorial is in place.
9. 2 Year Maintenance applies.



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

BOARD MOTION

Date: January 24, 2022

I MOVE THAT: The Board adopt Resolution #2022-03: Confidentiality Authorization for Berkheimer, per the attachments.

Presented By: _____

Seconded By: _____

RESOLUTION #2022-03

A RESOLUTION OF THE GOVERNING BOARD OF NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA, AUTHORIZING, EMPOWERING AND DIRECTING THE PROPER OFFICERS OF THE GOVERNING BOARD TO APPOINT A LIAISON BETWEEN IT AND BERKHEIMER, THE DULY APPOINTED COLLECTOR OF LOCAL TAXES FOR THE DISTRICT, FOR THE EXPRESS PURPOSE OF SHARING CONFIDENTIAL TAX INFORMATION WITH THE DISTRICT FOR OFFICIAL PURPOSES.

WHEREAS, the Local Tax Enabling Act (“LTEA”), authorizes certain political subdivisions, including **NEW BRITAIN TOWNSHIP, BUCKS COUNTY**, to provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

WHEREAS, **NEW BRITAIN TOWNSHIP, BUCKS COUNTY**, has entered into contractual agreement with **BERKHEIMER** of Bangor, Pennsylvania, whereby and whereunder **NEW BRITAIN TOWNSHIP** appointed Berkheimer to collect **certain local taxes**; and

WHEREAS, the LTEA specifically mandates that any information gained by the appointed tax officer, his agents or by any other official or agent of the taxing district, as a result of any declarations, returns, investigations, hearings or verifications required or authorized by the taxing municipality's ordinance or resolution, be kept confidential, except for official purposes; and

WHEREAS, any person who divulges any information which is confidential under the provisions of any ordinance or resolution, upon conviction may be subject to fines and/or imprisonment, upon conviction, and dismissal from office or discharge from employment; and

WHEREAS, Berkheimer requires passage of a resolution by the governing body of **NEW BRITAIN TOWNSHIP, BUCKS COUNTY** specifying that said confidential information is needed for official purposes and absolving Berkheimer from any liability in connection with the release of said confidential information;

NOW, THEREFORE, BE IT RESOLVED that:

1. **NEW BRITAIN TOWNSHIP, BUCKS COUNTY** hereby **appoints** the Township’s Finance Director as **its authorized representative to make requests** upon and receive any and all tax information and records **from Berkheimer**, relative to the collection of taxes for **NEW BRITAIN TOWNSHIP**, as desired and deemed necessary by **NEW BRITAIN TOWNSHIP**, to be used for official purposes only; and

2. Berkheimer is hereby directed to provide and/or transmit any and all tax information and records, or any portion thereof, relating to the collection of taxes for the **NEW BRITAIN TOWNSHIP**, upon request, to the Township’s Finance Director as the authorized contact representative for it.

3. **NEW BRITAIN TOWNSHIP, BUCKS COUNTY** hereby saves harmless, indemnifies and/or absolves Berkheimer from and against any and all liability in connection with the release of said confidential information.

RESOLVED, ENACTED AND ADOPTED at a meeting held on the 24TH day of January, 2022.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

Gregory T. Hood, Chair

William B. Jones, III, Vice Chair

Cynthia Jones, Member

MaryBeth McCabe, Esq., Member

Stephanie Shortall, Esq., Member

Attest: _____
Matt West
Secretary/Township Manager



Township of New Britain

Office of Code Enforcement

DECEMBER 2021

PERMITS ISSUED	59
ZONING	12
BUILDING INSPECTION	81
United electrical	11
OCCUPANCY INSPECTIONS	23
RE-INSPECTION	11
COMMERCIAL FIRE INSPECTIONS	0
FIRE CALLS	16
CHALFONT	11
DOYLESTOWN	2
DUBLIN	3
HILLTOWN	0 No Report

Chalfont Fire Company
 Chiefs Report - December 2021

Total # of Incidents - : 25

Types of Calls

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

Total Staff Hours for Calls 131.23

Alarms per Municipality

Buckingham Twp	1
Chalfont Boro	1
Doylestown Boro	2
Doylestown Twp	1
Hilltown Twp	2
New Britain Boro	1
Montgomery Twp	3
New Britain Twp	13
Plumstead Twp	1

Training and Maintenance Drills 3

Total training hours 208

Total Available Points 28

TOTAL STAFF HRS FIRES AND TRAINING 339.23

Chalfont Chemical Fire Company

Chalfont, PA

This report was generated on 1/4/2022 8:35:15 PM

Incidents per Zone for Date Range

Start Date: 12/01/2021 | End Date: 12/31/2021

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
ZONE: 26 - Buckingham Township				
2021-19887	111 - Building fire	12/05/2021	5801 Private Rd	34/74

Total # Incidents for 26: 1

ZONE: 27 - Chalfont Boro				
2021-21508	311 - Medical assist, assist EMS crew	12/31/2021	57 N Main St	34/74

Total # Incidents for 27: 1

ZONE: 28 - Doylestown Boro				
2021-21143	111 - Building fire	12/24/2021	261 W Court St	34/74
2021-21282	111 - Building fire	12/27/2021	160 Beulah Rd	34/74

Total # Incidents for 28: 2

ZONE: 29 - Doylestown Twp.				
2021-21248	600 - Good intent call, other	12/26/2021	102 Ridge View Ln	34/74

Total # Incidents for 29: 1

ZONE: 36 - Hilltown Twp.				
2021-20034	745 - Alarm system activation, no fire - unintentional	12/07/2021	983 Bypass Rd	34/74
2021-20844	745 - Alarm system activation, no fire - unintentional	12/19/2021	18 Tiffany Dr	34/74

Total # Incidents for 36: 2

ZONE: 47 - New Britian Boro				
2021-20824	745 - Alarm system activation, no fire - unintentional	12/19/2021	115 Aarons Ave	34/74

Total # Incidents for 47: 1

ZONE: 47-MT - Montgomery Twp.				
2021-19838	111 - Building fire	12/04/2021	149 Forest Trail Dr	34/74
2021-20422	611 - Dispatched & cancelled en route	12/12/2021	126 Oxford Ln	34/74
2021-20795	111 - Building fire	12/18/2021	101 Brentwood Ct	34/74

Total # Incidents for 47-MT: 3

ZONE: 48 - New Britian Twp.				
2021-19725	736 - CO detector activation due to malfunction	12/02/2021	152 King Rd	34/74
2021-20095	311 - Medical assist, assist EMS crew	12/08/2021	6 Naomi Ln	34/74
2021-20125	111 - Building fire	12/08/2021	1456 Ferry Rd	34/74
2021-20321	600 - Good intent call, other	12/11/2021	535 N Main St	34/74
2021-20427	600 - Good intent call, other	12/13/2021	Callowhill Rd	34/74
2021-20440	600 - Good intent call, other	12/13/2021	165 Upper Church Rd	34/74

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2021-20597	745 - Alarm system activation, no fire - unintentional	12/15/2021	202 Cassandra Dr	34/74
2021-20728	114 - Chimney or flue fire, confined to chimney or flue	12/17/2021	532 Meadow Rd	34/74
2021-20772	600 - Good intent call, other	12/18/2021	200 Prince William Way	34/74
2021-20811	352 - Extrication of victim(s) from vehicle	12/18/2021	Upper State Rd	34/74
2021-21011	745 - Alarm system activation, no fire - unintentional	12/22/2021	800 Manor Dr	34/74
2021-21123	352 - Extrication of victim(s) from vehicle	12/24/2021	202 New Galena Rd	34/74
2021-62200	352 - Extrication of victim(s) from vehicle	12/22/2021	New Galena RD	34/74

Total # Incidents for 48: 13

ZONE: 57 - Plumstead Twp.				
2021-20263	111 - Building fire	12/10/2021	33-1000 N Easton Rd	34/74

Total # Incidents for 57: 1

TOTAL # INCIDENTS: 25

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



DOYLESTOWNFRA

Incidents For New Britian Township

Alarm Date Between {12/01/2021} And {12/31/2021}

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
21-0019725-000	12/02/2021	14:52:00	152 KING RD /Fountainville, PA 18821	Smoke detector activation due to mal
21-0020125-000	12/08/2021	14:21:00	1456 FERRY RD /CVS/Fountainville, PA 18821	Shorted electrical equipm
21-0020201-000	12/09/2021	16:25:00	1456 FERRY RD /Manhattan Boro, PA 18821	Alarm system activation, no fire
21-0020427-000	12/13/2021	07:28:00	CALLOWHILL RD /Chalfont, PA 18831	Building fire

Total Incident Count 4



New Britain Township

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2021-11764-B2	12/02/2021	307 MILL RIDGE DRIVE	Building	Residential	Approved
2021-11792-B2	12/02/2021	303 MILL RIDGE DRIVE	Building	Residential	Approved
2021-11805-B1	12/15/2021	8 SKYLINE DRIVE	Building	Commercial	Approved
2021-11898-B2	12/09/2021	101 WILLIAMSON COURT	Building	Residential	Approved
2021-11899-B2	12/09/2021	13 FARBER DRIVE	Building	Residential	Closed
2021-11900-B3	12/08/2021	309 ROWLAND LANE	Building	Residential	Approved
2021-11912-B1	12/08/2021	49 HICKORY LANE	Building	Residential	Approved
2021-11913-B1	12/21/2021	18 SUNNYBROOK DRIVE	Building	Residential	Approved
2021-11935-B1	12/09/2021	395 CALLOWHILL ROAD	Building	Residential	Approved
2021-11939-B2	12/20/2021	407 NEW GALENA ROAD	Building	Residential	Approved
2021-11944-B1	12/23/2021	141 NEW GALENA ROAD	Building	Residential	Approved
2021-11955-B1	12/23/2021	118 CAMBRIDGE PLACE	Building	Residential	Approved
2021-11672-E5	12/22/2021	13 NAOMI LANE	Electrical	Residential	Approved
2021-11764-E5	12/02/2021	307 MILL RIDGE DRIVE	Electrical	Residential	Approved
2021-11792-E3	12/02/2021	303 MILL RIDGE DRIVE	Electrical	Residential	Approved
2021-11805-E4	12/15/2021	8 SKYLINE DRIVE	Electrical	Commercial	Approved
2021-11897-E1	12/15/2021	412 DOVER DRIVE	Electrical	Residential	Approved
2021-11898-E3	12/09/2021	101 WILLIAMSON COURT	Electrical	Residential	Approved
2021-11900-E2	12/08/2021	309 ROWLAND LANE	Electrical	Residential	Approved
2021-11904-E1	12/01/2021	31 SKYLINE DRIVE	Electrical	Residential	Approved
2021-11912-E2	12/08/2021	49 HICKORY LANE	Electrical	Residential	Approved



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2021-11913-E2	12/21/2021	18 SUNNYBROOK DRIVE	Electrical	Residential	Approved
2021-11917-E1	12/07/2021	558 NEW GALENA ROAD	Electrical		Approved
2021-11918-E1	12/07/2021	8 SUNNYBROOK DRIVE	Electrical	Residential	Approved
2021-11939-E3	12/20/2021	407 NEW GALENA ROAD	Electrical	Residential	Approved
2021-11944-E3	12/23/2021	141 NEW GALENA ROAD	Electrical	Residential	Closed
2021-11950-E1	12/20/2021	22 CEDAR HILL ROAD	Electrical	Residential	Approved
2021-11955-E2	12/23/2021	118 CAMBRIDGE PLACE	Electrical	Residential	Approved
2021-11764-P3	12/02/2021	307 MILL RIDGE DRIVE	Plumbing	Residential	Approved
2021-11792-P5	12/02/2021	303 MILL RIDGE DRIVE	Plumbing	Residential	Approved
2021-11805-P3	12/15/2021	8 SKYLINE DRIVE	Plumbing	Commercial	Approved
2021-11912-P4	12/08/2021	49 HICKORY LANE	Plumbing	Residential	Approved
2021-11913-P4	12/21/2021	18 SUNNYBROOK DRIVE	Plumbing	Residential	Approved
2021-11944-P2	12/23/2021	141 NEW GALENA ROAD	Plumbing	Residential	Approved
2021-11954-P1	12/22/2021	35 WOODMOUNT ROAD	Plumbing	Residential	Approved
2021-11955-P3	12/23/2021	118 CAMBRIDGE PLACE	Plumbing	Residential	Approved
2021-11958-P1	12/23/2021	247 CREEK ROAD	Plumbing	Residential	Approved
2021-11892-RO1	12/03/2021	225 CORNWALL DRIVE	Road Occupancy	Commercial	Approved
2021-11893-RO1	12/03/2021	204 CORNWALL DRIVE	Road Occupancy	Commercial	Approved
2021-11909-RO1	12/01/2021	102 ASPEN COURT	Road Occupancy	Residential	Closed
2021-11919-RO1	12/08/2021	12 NEWVILLE ROAD	Road Occupancy	Residential	Approved
2021-11921-RO1	12/08/2021	324 SCHOOLHOUSE ROAD	Road Occupancy	Residential	Approved



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2021-11929-RO1	12/09/2021	295 CREEK ROAD	Road Occupancy	Commercial	Approved
2021-11930-RO1	12/09/2021	109 KING ROAD	Road Occupancy	Commercial	Approved
2021-11941-RO1	12/15/2021	30 SKYLINE DRIVE	Road Occupancy	Residential	Approved
2021-11947-RO1	12/16/2021	26 SKYLINE DRIVE	Road Occupancy	Residential	Approved
2021-11914-S1	12/10/2021	237 W BUTLER AVENUE	Sign	Commercial	Approved
2018-9275-UO1	12/16/2021	209 E FAIRWOOD DRIVE	Use & Occupancy	Residential	Closed
2021-11764-UO6	12/02/2021	307 MILL RIDGE DRIVE	Use & Occupancy	Residential	Approved
2021-11806-UO1	12/02/2021	102 ASPEN COURT	Use & Occupancy	Residential	Closed
2021-11835-UO1	12/13/2021	201 MOHEGAN STREET	Use & Occupancy	Residential	Approved
2021-11852-UO1	12/09/2021	108 GERTRUDE DRIVE	Use & Occupancy	Residential	Closed
2021-11887-UO1	12/09/2021	413 HAMPTON COURT	Use & Occupancy	Residential	Closed
2021-11888-UO1	12/13/2021	113 BONNIE LARK COURT	Use & Occupancy	Residential	Approved
2021-11906-UO1	12/10/2021	230 VILLAGE WAY	Use & Occupancy	Residential	Closed
2021-11908-UO1	12/15/2021	215 W FAIRWOOD DRIVE	Use & Occupancy	Residential	Closed
2021-11910-UO1	12/09/2021	86 QUEENS CIRCLE	Use & Occupancy	Residential	Approved
2021-11911-UO1	12/15/2021	103 S LIMEKILN PIKE	Use & Occupancy	Residential	Closed
2021-11915-UO1	12/15/2021	221 W FAIRWOOD DRIVE	Use & Occupancy	Residential	Closed
2021-11916-UO1	12/16/2021	237 W BUTLER AVENUE	Use & Occupancy	Commercial	Approved
2021-11923-UO1	12/09/2021	5 WALTER ROAD	Use & Occupancy	Residential	Closed
2021-11925-UO1	12/14/2021	306 ROCKY COURT WEST	Use & Occupancy	Residential	Closed
2021-11926-UO1	12/10/2021	112 BELLE VIEW WAY	Use & Occupancy	Residential	Closed



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2021-11927-UO1	12/15/2021	100 MADIGAN WAY	Use & Occupancy	Residential	Closed
2021-11928-UO1	12/10/2021	52 NEWVILLE ROAD	Use & Occupancy	Residential	Approved
2021-11933-UO1	12/15/2021	68 COWBELL LANE	Use & Occupancy	Residential	Closed
2021-11940-UO1	12/28/2021	237 HAMPSHIRE DRIVE	Use & Occupancy	Residential	Approved
2021-11924-W1	12/09/2021	8 VALLEY DRIVE	Well	Residential	Approved
2021-11541-Z1	12/16/2021	12 NEWVILLE ROAD	Zoning	Residential	Approved
2021-11653-Z1	12/22/2021	209 E FAIRWOOD DRIVE	Zoning	Residential	Approved
2021-11886-Z1	12/01/2021	100 OLD LIMEKILN ROAD	Zoning	Commercial	Approved
2021-11898-Z1	12/01/2021	101 WILLIAMSON COURT	Zoning	Residential	Approved
2021-11899-Z1	12/01/2021	13 FARBER DRIVE	Zoning	Residential	Closed
2021-11900-Z1	12/03/2021	309 ROWLAND LANE	Zoning	Residential	Approved
2021-11902-Z1	12/16/2021	800 MANOR DRIVE	Zoning	Commercial	Approved
2021-11907-Z1	12/07/2021	1741 UPPER STUMP ROAD	Zoning	Residential	Approved
2021-11936-Z1	12/16/2021	217 CASSANDRA DRIVE	Zoning	Residential	Approved
2021-11939-Z1	12/16/2021	407 NEW GALENA ROAD	Zoning	Residential	Approved
2021-11946-Z1	12/16/2021	237 W BUTLER AVENUE	Zoning	Commercial	Approved
2021-11948-Z1	12/16/2021	217 CASSANDRA DRIVE	Zoning	Residential	Closed
2021-11764-F7	12/02/2021	307 MILL RIDGE DRIVE	Fire	Residential	Approved
2021-11792-F7	12/02/2021	303 MILL RIDGE DRIVE	Fire	Residential	Approved
2021-11920-F1	12/09/2021	4275 COUNTY LINE ROAD	Fire	Commercial	Approved
2021-11944-F4	12/23/2021	141 NEW GALENA ROAD	Fire	Residential	Approved



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2021-11764-M4	12/02/2021	307 MILL RIDGE DRIVE	Mechanical	Residential	Approved
2021-11792-M4	12/02/2021	303 MILL RIDGE DRIVE	Mechanical	Residential	Approved
2021-11805-M2	12/15/2021	8 SKYLINE DRIVE	Mechanical	Commercial	Approved
2021-11912-M3	12/08/2021	49 HICKORY LANE	Mechanical	Residential	Approved
2021-11913-M3	12/21/2021	18 SUNNYBROOK DRIVE	Mechanical	Residential	Approved
2021-11931-M1	12/15/2021	237 W BUTLER AVENUE	Mechanical	Commercial	Approved
2021-11950-M2	12/20/2021	22 CEDAR HILL ROAD	Mechanical	Residential	Approved



New Britain Township Police Department

Monthly Report -

December 2021

Current Goals and Objectives:

Objective 1: Develop a policing strategy that best fits New Britain Township.

Objective 2: Fill an existing vacancy for entry level police officer.

Objective 3: Appoint an officer to the position of Detective. (Completed)

Objective 4: Promote an officer to the rank of corporal to fill an existing vacancy.

Objective 5: Update and standardize policy and procedure.

Objective 6: Develop Police Department 2022 budget recommendations. (Completed)

Result of Goals & Objectives:

Objective 1: Policing Strategy has been developed and distributed to department personnel. Ongoing discussions with leadership team and officers to ensure understanding. Complete

Objective 2: Background investigations are being conducted on additional candidates.

Objective 3: Appointed PFC Shawn Maguire at detective. Complete.

Objective 4: Written exam on January 10, 2022. Oral exam scheduled for February 10, 2022.

Objective 5: Approved for \$34,900 PCCD Grant for Policy Development and Accreditation.

Objective 6: Complete

Significant Events:

Completed

- ◆ Delivered gifts to families identified to benefit from Operation Making Spirits Bright.
- ◆ Participate in Shop with a Cop.
- ◆ Developed 2022 Goals and Objectives.
- ◆ Finalized new patrol uniforms.

Upcoming

- ◆ Additional DUI Roving Details scheduled throughout January.
- ◆ Implementation of 2022 Goals and Objectives



New Britain Township Police Department

Monthly Report -

December 2021

PERFORMANCE STATISTICS

PART 1 CRIMES	28 DAY		
	2021	2020	% Change
Murder	0	0	NA
Rape	0	0	NA
Robbery	0	0	NA
Aggravated Assault	0	0	NA
Burglary	0	1	-100%
Theft	8	6	33.33%
Auto Theft	1	0	NA
Arson	0	0	NA
TOTALS	9	7	28.57%

PART 2 CRIMES	28 DAY		
	2021	2020	% Change
Assaults (non-aggravated)\Harassment	1	2	-50%
Fraud	2	3	-33.33%
Vandalism/Criminal Mischief	0	1	-100%
Disorderly Conduct	0	0	NA
Drug Violations	1	5	-80%
Driving Under the Influence	3	2	50%
Public Drunkenness	0	0	NA
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	0	0	NA
TOTALS	7	13	-46.15%

MOTOR VEHICLE ACCIDENTS	28 DAY		
	2021	2020	% Change
Total Accidents	24	21	14.28%
Injury Accidents	2	4	-50%
Fatal Accidents	0	0	NA
Property Accidents	5	2	150%



New Britain Township Police Department

Monthly Report -

December 2021

PERFORMANCE STATISTICS

PART 1 CRIMES	YTD		
	2021	2020	% Change
Murder	0	0	NA
Rape	3	0	NA
Robbery	0	0	NA
Aggravated Assault	2	0	NA
Burglary	0	3	-100%
Theft	26	30	-13.33%
Auto Theft	2	3	-33.33%
Arson	0	0	NA
TOTALS	33	36	-8.33%

PART 2 CRIMES	YTD		
	2021	2020	% Change
Assaults (non-aggravated)/Harassment	10	8	25%
Fraud	24	19	26.31%
Vandalism/Criminal Mischief	16	7	128.57%
Disorderly Conduct	9	5	80%
Drug Violations	8	18	-55.55%
Driving Under the Influence	22	12	83.33%
Public Drunkenness	3	2	50%
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	4	0	NA
TOTALS	96	71	35.21%

MOTOR VEHICLE ACCIDENTS	YTD		
	2021	2020	% Change
Total Accidents	142	121	17.35%
Injury Accidents	24	19	26.31%
Fatal Accidents	1	0	NA
Property Accidents	9	22	-59.09%



NEW BRITAIN TOWNSHIP POLICE DEPARTMENT
207 PARK AVENUE, CHALFONT, PA 18914

New Britain Township Police Department – 2022 Goals and Objectives

1. Leadership team professional development

- Promote an officer to Corporal in first quarter
- Assign geographic areas of responsibility
- Develop systems of accountability and evaluate decision making

2. Standardize policy and procedures

- Utilize grant and budgeted amount to hire a consultant to assist with policy manual development
- Standardize police operations

3. Implement Body Worn Cameras and In Car Camera systems

- Research Body Worn Cameras
- Develop BWC policy
- Determine which storage option is best
- Purchase and implement BWC
- Upfit new vehicle with identified in car camera system

4. Reduce traffic accidents by 10% based on 2021

- Analyze data to best deploy resources
- Implement traffic calming initiatives
- Utilize grant overtime

5. Increase community engagement activity and collaboration with social service agencies

- Host a Coffee with a Cop each quarter
- Connect those in need of services



New Britain Township

Public Works

Departmental Report

Year: 2021

Month: December

- Drainage:** All drainage systems were checked several times during the month well as removing leaves from ditch lines on open roads. We finished up ditch work associated with repairs from Tropical Storm Ida.
- Patching:** We began cold patching township roadways for potholes and will continue the next couple months as needed.
- Twp. Property:** We straightened up the pole barn at the shop and moved some equipment to the Coleman property for storage over the winter.
- Equip. Maint:** The new public works pickup was completed and put into service. We serviced and changed blades on the chipper to prep for Christmas trees and brushing.
- Park/ Rec:** The annual Santa House returned this year after cancelling in 2020 due to covid. Bill and Anthony removed backstop pads from ballfields and placed in storage for winter. They began cutting arcs, tilling baselines and infield work on ballfields at North Branch Park.
- Other:** We moved/ removed basketball nets from township roadways so they wouldn't interfere with snow removal operations.

HOURS

Drainage:	172	Hrs.
Patching:	39.5	Hrs.
Street Signs:	17	Hrs.
Equipment Maint:	96.5	Hrs.
Township Property Maint:	148	Hrs.
Ballfield Maint:	54.5	Hrs.
Other:	75	Hrs.



New Britain Township

Public Works

Departmental Report

Year: 2021

Month: Year End Report

NEW BRITAIN TOWNSHIP PUBLIC WORKS YEAR END REPORT 2021

TOTAL HOURS AND BRIEF DESCRIPTION OF EACH CATEGORY

Drainage: 1,824.5 Hrs.

This includes vacuuming inlets, leaf removal, outfall inspections and debris removal from ditch lines, ditching, driveway pipes and cross pipes. All drainage systems are checked and cleaned after each rain event. This year, Tropical Storm Ida dumped about 10 inches of rainfall within about a 4–5-hour window. We sustained major erosion to pipes, bridges, culverts, and open road ditch lines.

Patching: 725 Hrs.

All roads during winter months are cold patched as needed with QPR cold patch. In summer when hot asphalt is available, all potholes and road edges are repaired. We scratch and level roads with our paver, roller, and other equipment during the warmer months.

Street Signs: 181 Hrs.

This category includes installation of new signs, posts and bases that were knocked down or damaged. It also includes replacing existing signs due to improper intensity, vandalism, and fading/ weathering. Painting of roadway markings, crosswalks, and traffic legends (arrows and only) are also included in street signage.

Snow and Ice: 884 Hrs.

Includes salting and plowing of township roadways, as well as checking snow removal equipment before and after every event for any necessary repairs. This year was on the milder side, except for the month of February. In total, for the 2020/ 2021 season, we salted 17 times and plowed 9 times. We used approximately 1,450 tons of salt.

Equipment Maint: 1,433 Hrs.

This category includes service and repairs for all township owned vehicles and equipment. We do PA state inspections for our vehicles but have to outsource Emissions testing. We also do maintenance on EMS vehicles, which they are billed for. We upfit all new public works trucks and police vehicles in-house as well.

Twp. Property Maint: 2,907.5 Hrs.

This category includes anything related to township owned properties, parks, or buildings. Could be anything from mowing grass, weed whacking, mulching, painting of any facility, park trash removal, playground maintenance, road bank mowing...etc.

Ballfields: 392.5 Hrs.

This category is solely for maintenance to the playing surfaces of baseball and softball fields at N. Branch Park. It includes seeding, aerating, dragging infields, adding infield mix where needed, cutting baselines and arcs and tilling baselines. This year, Field 5 was renovated to level the transition from the arc to the outfield. It was dug up, regraded, topsoiled, and sodded.

Brushing: 86 Hrs.

This category covers road bank mowing and ROW cutting of anything that overhangs township roadways that could potentially be a hazard to trucks, equipment, buses, and the motoring public. Chipping of Christmas trees and trail clearing is also included.

Other: 1,116 Hrs.

This category covers everything else we do that is not specified above. It could be attending a training class, working township events (Easter Egg Hunt, 4th of July Parade, Fall Fest, Shredding Events, Yard Waste Dumpster, Santa House) roadside cleanup (trash picking), and basically anything not in a main category.