



# New Britain Township Board of Supervisors

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## *Business Meeting*

Monday, February 28, 2022

6:30 p.m. Executive Session

7:00 p.m. Regular Meeting

### Agenda

1. Call to Order
2. Pledge of Allegiance
3. Chair Comments
  - A. Oath of Office by District Judge Armitage
    - i. Officer Daniel Sacks
  - B. Employee Service Awards
    - i. Officer Mark Duncan – 15 Years
  - C. Citation of Recognition for Helen Haun from State Representative Polinchock.
4. Presentation Items
  - A. [409 W Butler Avenue – County Builders](#)
5. Public Comment
6. Action Items
  - A. Motion to approve meeting minutes of the January 24, 2022, February 7, 2022, and the February 23, 2022, Board of Supervisors meeting
  - B. Motion to approve schedule of bills
  - C. Motion to approve consent agenda
    - i. 101 Independence Lane Associates, LLC has executed a Professional Services Agreement for 101 Independence Lane, TMP #26-001-100-011, with corresponding legal and engineering escrow of \$5,000.00.
    - ii. Fox Lane Homes at Highpoint, LLC has executed a Professional Services Agreement for 1 Highpoint Drive, TMP #26-005-056, 26-005-056-009, 26-005-047-005, and 26-005-056-011, with corresponding legal and engineering escrow of \$25,000.00.
    - iii. Toll Mid-Atlantic LP Company, Inc. has executed a Professional Services Agreement for County Line Road & West Butler Avenue, TMP #26-006-101-004, with corresponding legal and engineering escrow of \$5,000.00.

- iv. Gregory and Kristin Listner have executed a Stormwater Facilities Operations and Maintenance Agreement for 121 King Road, TMP #26-004-099, with a Stormwater BMP maintenance fee of \$1,000.00.
  - v. Naplin One Limited Partnership has executed the following documents in reference to, 4373 County Line Road, TMP #26-005-002-004: Memorandum of Development Agreement, Development Agreement, Stormwater Facilities Operation & Maintenance Agreement, and Declaration of Covenants, Easements, Conditions & Restrictions.
- D. Motion to adopt Resolution 2022-04: Update to 2022 Appointments
  - E. Motion to approve proposal from Aspirant Consulting Group for Police Department Policy Manual Development and Department Accreditation Preparation.
  - F. Motion to adopt Resolution 2022-05: Planning Module for Garton Tract
  - G. Motion to approve Finance Director travel to GFOA conference
  - H. Motion to approve Neshaminy Greenway Trail contract
  - I. Motion to approve memorial plaque at North Branch Park for Chris DiLissio

## 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. Adjournment

*The Next Meeting of the Board of Supervisors of New Britain Township will take place on **Monday, March 7, 2022, 10:00 a.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](http://www.newbritaintownship.org).*

**OATH OF OFFICE**

**POLICE OFFICER**

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

**I, DANIEL SACKS, do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States of America, the Constitution of the Commonwealth of Pennsylvania, and that I will enforce the laws of this Commonwealth and the ordinances of New Britain Township, and that I will discharge my duties of my office as Police Officer for New Britain Township with honor and fidelity. I do further swear (or affirm) that I will uphold, obey, and enforce the law without consideration to a person's race, color, sex, religious creed, sexual orientation, age, national origin, ancestry, handicap, or disability.**

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**DANIEL SACKS**

**Affirmed and subscribed**  
**Before me this 28<sup>th</sup> day of**  
**February, A.D., 2022**

**Attest:**

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**Honorable Regina Armitage**  
**District Justice**

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**Mathew West**  
**Township Manager**

**New Britain Township  
Bucks County, Pennsylvania**

**In Appreciation and Recognition**

of

**Mark Duncan**

For

**15 Years of Public Service  
February 26, 2022**

*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 15 years of dedicated service to  
Our residents and taxpayers.*

**NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS**

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\_\_\_\_\_  
\_\_\_\_\_





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

**BOARDMOTION**

**Date:** February 28, 2022

**I MOVE THAT:** The Board approve the minutes of the January 24, 2022 Business Meeting, the February 7, 2022 Workshop Meeting, and the February 23, 2022 Special Meeting of the New Britain Township Board of Supervisors.

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

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



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

**BOARD MOTION**

**Date:** February 28, 2022

**I MOVE THAT:** The Board approve the Schedule of Bills dated January 27, 2022, January 27, 2022 (medical reimbursements), February 1, 2022, February 4, 2022 (3), February 4, 2022 (medical reimbursements), February 11, 2022, February 15, 2022, February 18, 2022, February 18, 2022 (medical reimbursements), and February 23, 2022, in the amount of \$577,430.79, and authorize the Township Manager to pay all bills, per the attachment.

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

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

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

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
<b>ALEXA005 ALEXANDER KOMATICK</b>									
		21001124	12/31/21	2021 HEALTH CLUB REIMBURSEMENT	Open	250.00	0.00		
		22000026	01/26/22	2022 CLEANING ALLOWANCE	Open	800.00	0.00		
						<u>1,050.00</u>			
<b>ATTM0010 AT&amp;T MOBILITY</b>									
		22000018	01/13/22	Mobile Phone Service	Open	370.70	0.00		
<b>BCATO020 BCATO</b>									
		22000044	01/19/22	MEMBERSHIP DUES	Open	300.00	0.00		
<b>BRIAN010 BRIAN JONES</b>									
		22000023	01/26/22	2022 CLEANING ALLOWANCE	Open	800.00	0.00		
<b>CRICH010 C. RICHARD MICHIE II</b>									
		22000029	01/26/22	2022 CLEANING ALLOWANCE	Open	800.00	0.00		
<b>COMCA010 COMCAST</b>									
		22000015	01/06/22	Cable/Internet	Open	523.64	0.00		
		22000035	01/09/22	Cable/Internet	Open	284.11	0.00		
						<u>807.75</u>			
<b>DALEL010 DALE L. RIMMER</b>									
		22000016	01/07/22	01/07/22 SNOW REMOVAL	Open	550.00	0.00		
<b>DANIE050 DANIEL A. GONZALEZ</b>									
		22000022	01/26/22	2022 CLEANING ALLOWANCE	Open	800.00	0.00		
<b>DUNLA010 dunlapsLK</b>									
		21001118	12/31/21	Accounting Services	Open	830.00	0.00		
<b>GALLS010 GALLS, LLC</b>									
		21001114	12/31/21	UNIFORM	Open	159.90	0.00		
		22000017	01/26/22	UNIFORM	Open	518.89	0.00		
						<u>678.79</u>			
<b>GEORG040 GEORGE ALLEN PORTABLE TOILETS</b>									
		22000043	01/21/22	Portable Toilets/Parks	Open	664.00	0.00		
<b>GOVTF005 GOVT FINANCE OFFICERS ASSOC</b>									
		22000045	01/18/22	MEMBERSHIP RENEWAL 2022	Open	150.00	0.00		
<b>HILLT030 HILLTOWN TOWNSHIP</b>									
		21001117	12/31/21	SHARED TRAFFIC SIGNAL COSTS	Open	127.32	0.00		
<b>HPT HPT SYSTEMS, INC.</b>									
		21001123	12/31/21	MONTHLY CLOUD BACKUP - Q4 21	Open	246.18	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>JOSEP050 JOSEPH KARPOVICH</b>									
		22000024	01/26/22	2022 CLEANING ALLOWANCE	Open	800.00	0.00		
<b>KATHE005 KATHERINE PEFFALL</b>									
		22000030	01/26/22	2022 CLEANING ALLOWANCE	Open	800.00	0.00		
<b>KENCO010 KENCO HYDRAULICS INC.</b>									
		22000037	01/06/22	Hydraulic Motor 48-25	Open	331.00	0.00		
<b>MARKS010 MARK S. DUNCAN JR.</b>									
		22000021	01/26/22	2022 CLEANING ALLOWANCE	Open	800.00	0.00		
<b>MCDON010 MCDONALD UNIFORM COMPANY</b>									
		21001108	12/31/21	UNIFORM	Open	8,393.02	0.00		
<b>MICHA110 MICHAEL SANDT</b>									
		22000031	01/26/22	2022 CLEANING ALLOWANCE	Open	800.00	0.00		
<b>NORTH050 NORTH PENN WATER AUTHORIT</b>									
		21001116	12/31/21	ANNUAL FIRE HYDRANT FEE 2021	Open	8,694.00	0.00		
<b>PENNS020 PA ONE CALL SYSTEM, INC.</b>									
		21001113	12/31/21	PA One Calls	Open	57.80	0.00		
<b>PAPCO005 PAPCO</b>									
		22000012	01/12/22	Public works Heating Oil	Open	2,599.34	0.00		
		22000013	01/12/22	Public works Fuel	Open	1,283.56	0.00		
		22000036	01/07/22	Public works Diesel	Open	424.71	0.00		
						<u>4,307.61</u>			
<b>PAULZ010 PAUL ZIELINSKI</b>									
		22000032	01/26/22	2022 CLEANING ALLOWANCE	Open	800.00	0.00		
		22000048	01/27/22	MEAL REIMBURSEMENT	Open	56.00	0.00		
						<u>856.00</u>			
<b>PECOE020 PECO ENERGY-PAYMENT PROCESSING</b>									
		21001109	12/31/21	ELECTRIC	Open	38.79	0.00		
		21001112	12/31/21	ELECTRIC	Open	306.98	0.00		
		21001115	12/31/21	ELECTRIC	Open	247.37	0.00		
		21001121	12/31/21	ELECTRIC	Open	14.55	0.00		
		21001122	12/31/21	ELECTRIC	Open	13.34	0.00		
						<u>621.03</u>			
<b>READY005 READY REFRESH BY NESTLE</b>									
		21001110	12/31/21	Bottled Water	Open	263.13	0.00		
<b>REPUB005 REPUBLIC SERVICES #320</b>									
		22000034	01/15/22	Trash Services	Open	927.87	0.00		
<b>RICHA095 RICHARD CLOWSER</b>									
		22000020	01/26/22	2022 CLEANING ALLOWANCE	Open	800.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
RICHT010	RICHTER DRAFTING & OFFICE SUPP	21001106	12/31/21	Mobile Shred	Open	26.00	0.00		
RYANL005	RYAN LISCHKE	22000027	01/26/22	2022 CLEANING ALLOWANCE	Open	800.00	0.00		
SHAWN010	SHAWN MAGUIRE	21001107	12/31/21	Uniform Reimbursement	Open	142.71	0.00		
		22000028	01/26/22	2022 CLEANING ALLOWANCE	Open	<u>800.00</u>	0.00		
						942.71			
SHAWN020	SHAWN P. KNIGHT	22000025	01/26/22	2022 CLEANING ALLOWANCE	Open	800.00	0.00		
STAND010	STANDARD INSURANCE COMPANY	22000019	01/18/22	Life/Disability Insurance	Open	2,982.80	0.00		
THOMP010	THOMPSON NETWORKS	22000038	01/24/22	Monthly Help Desk Services	Open	1,335.00	0.00		
TRIAD010	TRIAD TRUCK EQUIPMENT INC.	22000010	01/11/22	PLOW PARTS	Open	400.00	0.00		
UNITE010	UNITED INSPECTION AGENCY INC.	22000014	01/12/22	Outside Inspections	Open	150.00	0.00		
VERIZ010	VERIZON	22000033	01/12/22	Internet	Open	22.30	0.00		
WILLI010	WILLIAM A. MAY	22000011	01/03/22	2022 Boot Allowance	Open	145.89	0.00		
YCGIN005	YCG, INC.	22000046	01/27/22	2022 CALIBRATION AGREEMENT	Open	2,478.00	0.00		
Total Purchase Orders:		50	Total P.O. Line Items:		0	Total List Amount:	46,708.90	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
<b>ADTCO005 ADT COMMERCIAL</b>									
		21001127	12/31/21	SECURITY SYSTEM	Open	2,282.09	0.00		
		22000054	01/31/22	SECURITY SYSTEM	Open	264.87	0.00		
						2,546.96			
<b>BENJA015 BENJAMIN G. GOLDTHORP</b>									
		22000051	01/28/22	ESCROW RELEASE	Open	1,000.00	0.00		
<b>BILLM010 BILL MITCHELL'S AUTO SERVICE I</b>									
		22000075	01/18/22	EMISSION INSPECTION 48-07	Open	39.57	0.00		
<b>CAPIT005 CAPITAL ONE TRADE CREDIT</b>									
		22000076	02/04/22	MEMBER FEE	Open	39.99	0.00		
<b>CENTR060 CENTRAL BUCKS SPECIAL RESPONSE</b>									
		22000074	01/18/22	ANNUAL MEMBERSHIP	Open	3,000.00	0.00		
<b>CHALF080 CHALFONT FIRE COMPANY</b>									
		22000056	02/03/22	FIRE COMPANY STIPEND	Open	11,000.00	0.00		
<b>CLYDE005 CLYDE S. WALTON INC.</b>									
		22000061	02/04/22	MECH. PERMIT REFUND	Open	30.00	0.00		
<b>COMCA010 COMCAST</b>									
		22000062	01/24/22	Cable/Internet	Open	18.04	0.00		
<b>COMMO110 COMMONWEALTH OF PENNSYLVANIA</b>									
		22000073	01/20/22	ANNUAL ADMIN FEE 1033 PROGRAM	Open	50.00	0.00		
<b>CONCO010 CONCOURS AUTOMOTIVE</b>									
		22000078	02/04/22	AUTO PARTS	Open	111.24	0.00		
<b>DIOME005 DIOMEDE &amp; CLAUDIA TROZZI</b>									
		22000052	01/28/22	ESCROW RELEASE	Open	1,625.98	0.00		
<b>DOYLE110 DOYLESTOWN TOWNSHIP</b>									
		22000077	01/24/22	SHARED TRAFFIC SIGNALS	Open	554.59	0.00		
<b>GARYK005 GARY KENSEY</b>									
		22000060	02/04/22	REFUND OF ESCROW	Open	4,860.93	0.00		
<b>METRO015 MDG #1, LLC</b>									
		22000053	01/28/22	ESCROW RELEASE	Open	10,658.29	0.00		
<b>MUNIL005 MUNILOGIC</b>									
		22000049	01/15/22	Monthly Hosting Fee	Open	265.00	0.00		
<b>NORTH050 NORTH PENN WATER AUTHORIT</b>									
		22000065	01/20/22	Water	Open	134.55	0.00		



Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
PASTA010	PA STATE ASSOC OF BOROUGHS	22000067	01/25/22	CLSSAMA22/MONTGOMERY	Open	160.00	0.00		
PAPCO005	PAPCO	22000050	01/28/22	Police Fuel	Open	2,089.72	0.00		
PECOE020	PECO ENERGY-PAYMENT PROCESSING	21001125	12/31/21	Electric	Open	3,194.97	0.00		
		22000064	01/27/22	Electric	Open	<u>151.11</u>	0.00		
						3,346.08			
PINEV005	PINE VALLEY CROSSING ASSOC LLC	22000059	02/04/22	REFUND OF ESCROW	Open	32,529.27	0.00		
POLIC010	POLICE CHIEFS ASSOC. OF B	22000079	01/25/22	2022 MEMBER DUES	Open	100.00	0.00		
PROFE005	PROFESSIONAL TANK & ENVIRO	22000072	02/04/22	REFUND MECH. PERMIT	Open	25.00	0.00		
ROBER070	ROBERT D. SKELTON	22000070	02/04/22	2022 HEALTH CLUB REIMB	Open	250.00	0.00		
SOSME005	SOSMETAL PRODUCTS INC.	22000068	01/13/22	SHOP SUPPLIES	Open	154.84	0.00		
STAND015	STANDARD DIGITAL LEASING	22000071	01/22/22	ADMIN COPIER	Open	513.48	0.00		
UNITE010	UNITED INSPECTION AGENCY INC.	22000066	01/26/22	Outside Inspections	Open	160.00	0.00		
VERIZ050	VERIZON WIRELESS	21001126	12/31/21	Police Wireless Service	Open	606.17	0.00		
		22000063	01/23/22	Police Wireless Service	Open	<u>25.02</u>	0.00		
						631.19			
WINZER	WINZER	22000069	01/10/22	SHOP SUPPLIES	Open	79.75	0.00		
Total Purchase Orders: 31 Total P.O. Line Items: 0 Total List Amount: 75,974.47 Total Void Amount: 0.00									



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

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

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Vendor #	Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
PECOE020		PECO ENERGY-PAYMENT PROCESSING					
22000081	01/27/22	Electric	Open	18.00	0.00		

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Total Purchase Orders:    1    Total P.O. Line Items:    0    Total List Amount:    18.00    Total Void Amount:    0.00

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

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

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
COMMO110	COMMONWEALTH OF PENNSYLVANIA	22000080	01/20/22	ANNUAL ADMIN FEE 1033 PROGRAM	Open	450.00	0.00		

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Total Purchase Orders:    1    Total P.O. Line Items:    0    Total List Amount:    450.00    Total Void Amount:    0.00

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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
ATCHE010	A & T CHEVROLET INC.	22000089	01/25/22	PW VEHICLE REPAIR 48.32	Open	234.98	0.00		
AQUAP010	AQUA PENNSYLVANIA	22000091	02/01/22	FIRE HYDRANT RENTAL	Open	917.50	0.00		
BENSA005	BENSALEM TOWNSHIP POLICE DEPT.	22000109	01/20/22	DNA PROJECT MUNICIPAL ALLOC	Open	3,000.00	0.00		
BKSCO010	BKS COUNTY POLICE ASSOCIATION	22000095	01/10/22	DEPT RANGE MEMBER DUES	Open	1,000.00	0.00		
COURI010	COURIER TIMES INC.	22000092	01/31/22	ADVERTISING	Open	691.74	0.00		
CRIME005	CRIMEWATCH TECHNOLOGIES, INC.	22000102	01/02/22	CRIME WATCH SUBSCRIPTION	Open	900.00	0.00		
DALEL010	DALE L. RIMMER	22000087	01/29/22	01/29/22 SNOW REMOVAL	Open	450.00	0.00		
DANIE050	DANIEL A. GONZALEZ	22000105	01/24/22	UNIFORM REIMBURSEMENT	Open	138.98	0.00		
DOYLE060	DOYLESTOWN FIRE COMPANY	22000104	02/01/22	STIPEND PAYMENTS	Open	2,000.00	0.00		
EASTE010	EASTERN AUTOPARTS WAREHOU	22000107	01/31/22	AUTO PARTS	Open	1,452.65	0.00		
FEDEX010	FEDEX	22000100	01/18/22	POLICE EXAM SHIPPING	Open	88.74	0.00		
FRANK025	FRANK CALLAHAN CO., INC.	22000090	01/25/22	3-BOLT FLANGE UNIT	Open	74.99	0.00		
GRIMB010	GRIM BIEHN & THATCHER	22000111	01/24/22	LEGAL EXPENSES	Open	7,963.20	0.00		
HABER010	H.A. BERKHEIMER INC.	22000099	01/31/22	COMMISSION FEE JAN 2022	Open	3.03	0.00		
HOMED010	HOME DEPOT CREDIT SERVICES	22000112	01/28/22	PW SUPPLIES	Open	439.77	0.00		
KEYBU005	KEY BUSINESS SOLUTIONS	22000085	02/09/22	POSTAGE METER	Open	15.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type	
LBWAT005	L/B WATER SERVICE, INC.	22000084	01/04/22	24IN ADS	Open	621.56	0.00			
NORTH060	NORTH WALES WATER AUTHORI	22000110	01/26/22	ANNUAL HYDRANT FEE	Open	11,900.00	0.00			
PACHI010	PA CHIEFS OF POLICE ASSOC	22000094	01/26/22	TEST (FLST)	Open	487.50	0.00			
PENNS020	PA ONE CALL SYSTEM, INC.	22000083	01/31/22	PA ONE CALLS	Open	78.27	0.00			
PAPCO005	PAPCO	22000103	01/25/22	PW HEATING OIL	Open	1,432.92	0.00			
PECOE020	PECO ENERGY-PAYMENT PROCESSING	22000086	02/02/22	ELECTRIC	Open	413.35	0.00			
		22000108	01/27/22	ELECTRIC	Open	14.13	0.00			
						427.48				
RIGHT010	RICHTER DRAFTING & OFFICE SUPP	22000096	01/25/22	OFFICE SUPPLIES	Open	115.36	0.00			
SOSME005	SOSMETAL PRODUCTS INC.	22000093	02/02/22	PLOW BOLTS	Open	150.91	0.00			
TILLE010	TILLEY FIRE SOLUTIONS	22000106	01/25/22	ALARM/SPRINKLER INSPECTION	Open	1,334.74	0.00			
USMUN010	U.S. MUNICIPAL SUPPLY IN	22000082	02/01/22	SPINNER DISK	Open	302.28	0.00			
UNITE010	UNITED INSPECTION AGENCY INC.	22000101	01/19/22	OUTSIDE INSPECTIONS	Open	60.00	0.00			
UNIVE015	UNIVEST BANK	22000098	01/30/22	PRINCIPAL	Open	2,163.26	0.00			
VERIZ010	VERIZON	22000097	01/27/22	INTERNET	Open	110.99	0.00			
WILLI030	WILLIE CLEMMER	22000088	01/29/22	01/29/22 SNOW REMOVAL	Open	750.00	0.00			
Total Purchase Orders:		31	Total P.O. Line Items:		0	Total List Amount:		39,305.85	Total Void Amount:	0.00

February 15, 2022  
10:21 AM

NEW BRITAIN TOWNSHIP  
Bill List By Vendor Name

Page No: 1

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

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

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
SUNNY005	SUNNY BUNNY EASTER EGGS								
22000113	02/15/22	PLASTIC EASTER EGGS		Open	924.00	0.00			

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Total Purchase Orders:    1    Total P.O. Line Items:    0    Total List Amount:    924.00    Total Void Amount:    0.00

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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
BCRC0010	BCRC	22000115	02/17/22	2022 MEMBERSHIP FEE	Open	30.00	0.00		
BKS CT	BKS CTY COURT REPORTERS, LLC	22000119	02/05/22	1/20/22 ZONING HEARING	Open	175.00	0.00		
COMCA010	COMCAST	22000126	02/06/22	CABLE/INTERNET	Open	523.98	0.00		
DISPL015	Display and Sign Center Inc	22000130	02/07/22	TOWNSHIP SEAL 48-09	Open	177.50	0.00		
DSIME010	DSI MEDICAL SERVICES INC.	22000129	02/01/22	TESTING - DOT MRO BUNDLED	Open	108.18	0.00		
DUNLA010	dunlapSLK	22000127	02/14/22	PAYROLL PREP	Open	1,340.00	0.00		
DVHIT010	DVHT	22000114	02/01/22	Health Insurance	Open	64,392.30	0.00		
GALLS010	GALLS, LLC	22000131	02/01/22	UNIFORM	Open	67.81	0.00		
INTER070	INTERNATIONAL CODE COUNCIL INC	22000128	02/09/22	CODE BOOKS	Open	1,116.89	0.00		
KENCO010	KENCO HYDRAULICS INC.	22000124	02/10/22	CYLINDER REPAIR - 48.29	Open	400.00	0.00		
MCDON010	MCDONALD UNIFORM COMPANY	22000118	02/04/22	UNIFORM	Open	160.85	0.00		
PADUI010	PA DUI ASSOCIATION	22000122	02/01/22	MEMBERSHIP	Open	35.00	0.00		
PAPCO005	PAPCO	22000117	02/03/22	PUBLIC WORKS FUEL	Open	4,402.68	0.00		
PECOE020	PECO ENERGY-PAYMENT PROCESSING	22000123	02/08/22	ELECTRIC	Open	529.21	0.00		
READY005	READY REFRESH BY NESTLE	22000125	02/08/22	BOTTLED WATER	Open	44.93	0.00		
SHELL005	SHELLY ENTERPRISES	22000121	02/08/22	DUGOUT ROOF SUPPLIES	Open	3,094.08	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
THOMA090	THOMAS J. WALSH III, ESQ.	22000133	02/16/22	ZONING LEGAL SERVICES	Open	6,192.00	0.00		
TUSTI005	TUSTIN WATER SOLUTIONS	22000116	02/01/22	WATER TREATMENT MAINT	Open	256.00	0.00		
UNITE010	UNITED INSPECTION AGENCY INC.	22000120	02/02/22	OUTSIDE INSPECTIONS	Open	375.00	0.00		
VERIZ010	VERIZON	22000132	02/05/22	POLICE INTERNET	Open	160.58	0.00		
Total Purchase Orders:		20	Total P.O. Line Items:		0	Total List Amount:	83,581.99	Total Void Amount:	0.00

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P.O. Type: All		Open: N	Paid: N	Void: N
Range: First	to Last	Rcvd: Y	Held: Y	Aprv: N
Format: Condensed		Bid: Y	State: Y	Other: Y Exempt: Y

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
CHASE005	CHASE								
		22000142	02/01/22	PRINCIPAL PAYMENT	Open	314,921.40	0.00		

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Total Purchase Orders:	1	Total P.O. Line Items:	0	Total List Amount:	314,921.40	Total Void Amount:	0.00
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**EXPENDITURES PREVIEW  
APPROVAL**

**NBT BOARD OF SUPERVISORS**

**APPROVED BY THE BOARD OF  
SUPERVISORS**

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

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



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

**BOARD MOTION**

**Date:** February 28, 2022

**I MOVE THAT:** The Board approve all items on the consent agenda, dated February 28, 2022, per the attachment.

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

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

### **Consent Agenda Items for the Next Meeting (02/28/2022)**

1. 101 Independence Lane Associates, LLC has executed a Professional Services Agreement for 101 Independence Lane, TMP #26-001-100-011, with corresponding legal and engineering escrow of \$5,000.00.
2. Fox Lane Homes at Highpoint, LLC has executed a Professional Services Agreement for 1 Highpoint Drive, TMP #26-005-056, 26-005-056-009, 26-005-047-005, and 26-005-056-011, with corresponding legal and engineering escrow of \$25,000.00.
3. Toll Mid-Atlantic LP Company, Inc. has executed a Professional Services Agreement for County Line Road & West Butler Avenue, TMP #26-006-101-004, with corresponding legal and engineering escrow of \$5,000.00.
4. Gregory and Kristin Listner have executed a Stormwater Facilities Operations and Maintenance Agreement for 121 King Road, TMP #26-004-099, with a Stormwater BMP maintenance fee of \$1,000.00.
5. Naplin One Limited Partnership has executed the following documents in reference to, 4373 County Line Road, TMP #26-005-002-004: Memorandum of Development Agreement, Development Agreement, Stormwater Facilities Operation & Maintenance Agreement, and Declaration of Covenants, Easements, Conditions & Restrictions.

**NEW BRITAIN TOWNSHIP**  
**CONTRACT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made this 10th day of January, A.D., 2022, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as “**Township**”) and **101 INDEPENDENCE LANE ASSOCIATES, LLC**, One Tower Bridge, 100 Front Street, Suite 560 West Conshohocken, PA 19428 (hereafter referred to as “**Developer**”).

**WITNESSETH:**

**WHEREAS**, the Developer is the applicant for Subdivision and/or Land Development of certain real estate bearing Bucks County Tax Map Parcel No. 26-001-100-011 located at 101 Independence Lane and

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

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

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

**NOW, THEREFORE**, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR NEW BRITAIN TOWNSHIP:

**ATTEST:**

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

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

By:   
\_\_\_\_\_  
(Applicant - Signature(s))

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

By: \_\_\_\_\_  
(Applicant - Signature(s))



**NEW BRITAIN TOWNSHIP**  
**CONTRACT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 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 Fox Lane Homes at Highpoint, LLC, 1243 Easton Road, Suite 205, Warrington, Pa. 18976 (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 Nos. 26-005-056, 26-005-056-009, 26-005-047-005, and 26-005-056-011, located at 1 Highpoint Drive 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 **Twenty-Five Thousand Dollars (\$25,000)** 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.

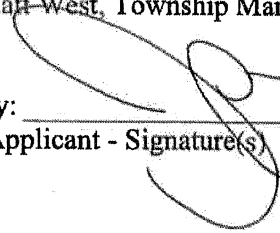
**FOR NEW BRITAIN TOWNSHIP:**

**ATTEST:**

Joseph P. Morrissey  
(Applicant - Print Name)

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

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

By:   
\_\_\_\_\_  
(Applicant - Signature(s))

By: \_\_\_\_\_  
(Applicant - Signature(s))

**NEW BRITAIN TOWNSHIP**  
**CONTRACT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made this 11th day of February, A.D., 2022, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as “**Township**”) and **TOLL MID-ATLANTIC LP COMPANY, INC.**, 1140 Virginia Dr, Fort Washington, PA 19034 (hereafter referred to as “**Developer**”).

**WITNESSETH:**

**WHEREAS**, the Developer is the applicant for Subdivision and/or Land Development of certain real estate bearing Bucks County Tax Map Parcel No. 26-006-101-004 located at County Line Road & West 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 **Five Thousand Dollars (\$5,000.00)** payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank as security for the payment of all costs and expenses, charges and fees as set forth in Paragraph 3 above, upon execution of this Agreement, which shall be held in a non-interest-bearing account by the Township.

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

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

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

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

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

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



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

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

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

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

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

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

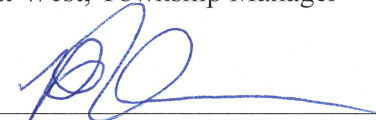
**IN WITNESS WHEREOF**, and intending to be legally bound, the parties have caused their signatures to be affixed and have affixed their hand and seals the day and year first above written.

FOR NEW BRITAIN TOWNSHIP:

**ATTEST:**

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

Brian Thomas  
(Applicant - Print Name)  
SVP - Toll Mid Atlantic  
LP Company Inc.  
\_\_\_\_\_  
(Applicant - Print Name)

By:   
(Applicant - Signature(s))

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 # 26-004-099

Instr. Type: Deed Agreement – No Property Transfer

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**STORMWATER FACILITIES  
OPERATION AND MAINTENANCE AGREEMENT**

*THIS AGREEMENT*, made and entered into this 23 day of FEBRUARY, A.D., 2022, by **GREGORY E. LISTNER and KRISTIN M. LISTNER**, located at 121 King Road, Chalfont, PA 18914 (hereinafter referred to as “**Landowners**”), and **NEW BRITAIN TOWNSHIP**, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “**Township**”).

**WITNESSETH**

**WHEREAS**, Landowners are the owners of a tract of land consisting of approximately 10.92 acres, located at 121 King Road in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-004-099 (hereinafter referred to as the “**Property**”); and

**WHEREAS**, Landowners have submitted plans to the Township for the construction of a swimming pool, spa, pool deck, pavilion, fencing, equipment pad, stormwater infiltration trench, and related improvements (hereinafter referred to as the “**Project**”) pursuant to plans entitled “Over All Plot Plan”, as prepared by Lenape Valley Engineering, dated December 9, 2021, consisting of five (5) 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**, Landowners are proceeding to develop the Property in accordance with the Plan; and

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

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

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

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

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

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

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

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

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

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

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

5. Landowners shall keep and maintain the Stormwater Management Facilities in good working condition. Landowners shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said Facilities shown on the Plan and located on the Property, including but not limited to drainage swales, detention and retention basins, 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, Landowners, for themselves, their heirs, grantees, successors, and assigns, agree to the following:

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

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

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

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

9. Landowners hereby agree to retain a reputable service company to inspect any and all Stormwater Management Facilities installed and/or constructed as a part of this Project. Such inspection shall occur on an annual basis and, if required, this service company shall clean such

structures by removing any debris or other material from them. The material removed must be disposed of at a DEP-permitted landfill or some other facility approved by DEP for the handling of such material. Landowners are specifically prohibited from flushing any debris or other material out of the Facilities.

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

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

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

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

14. Landowners shall be responsible for and shall guarantee the proper inspection, operation, performance, maintenance, repair, and replacement of the Stormwater Management Facilities. Contemporaneously with the execution of this Agreement, Landowners shall pay a Stormwater BMP Maintenance Guarantee of One Thousand Dollars (\$1,000.00) 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, Landowners shall pay any costs and expenses incurred by the Township regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities and any costs and expenses the Township incurred by performing any work of any

nature on the Facilities, due to Landowners' failure to perform such work. Landowners shall reimburse the Township within thirty (30) days of receipt of an invoice for all costs and expenses (direct and indirect) incurred by the Township. In the event Landowners fail to fulfill such responsibility or guarantee regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities or fail to pay the aforementioned Township-incurred costs and expenses within thirty (30) days of receiving the invoice, the Township may use any of the funds raised by this Guarantee to reimburse itself for any and all costs and expenses it has incurred due to such failure by Landowners.

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

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

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

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



any suit based on such claim. If any judgment or claims against the Township, its engineer, solicitor, and all other agents, servants, or employees, shall be adjudicated against the Township, Landowners shall pay all costs and expenses in connection therewith.

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

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

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

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

Forbearance by the Township to exercise its rights under this Agreement in the event of any breach of any term of this Agreement by Landowners 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 by



Landowners shall impair such right or remedy or be construed as a waiver. Landowners hereby waive any defense of laches, estoppel, or prescription.

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

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

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

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

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

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

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

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

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

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

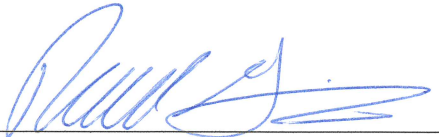
29. In the event that any of the provisions of this Agreement should, for any reason whatsoever, not be noted or recited in any subsequent deed for the Property or any portion thereof, such terms, conditions and restrictions shall attach to the Property or any portion thereof under and pursuant to this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

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**NEW BRITAIN TOWNSHIP  
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT  
121 King  
(Signatures)**

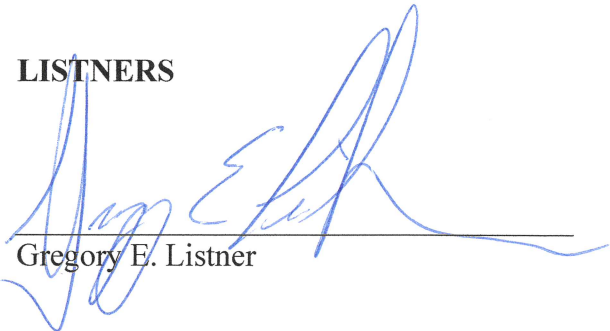
*IN WITNESS WHEREOF*, and intending to be legally bound, the parties hereby cause this Agreement to be executed the day and year first above written.


**LANDOWNERS:**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

**LISTNERS**

By:   
\_\_\_\_\_  
Gregory E. Listner

By:   
\_\_\_\_\_  
Kristin M. Listner

**TOWNSHIP:**

**NEW BRITAIN TOWNSHIP  
BOARD OF SUPERVISORS**

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

By: \_\_\_\_\_  
Name: Gregory T. Hood  
Title: Chairman

**ATTEST:**

\_\_\_\_\_  
Matthew West, Manager

**NEW BRITAIN TOWNSHIP**  
**STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT**  
**121 King**  
**(Acknowledgments)**

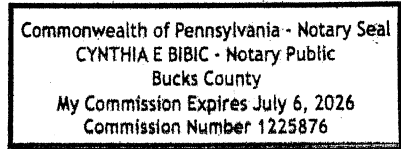
**BY LANDOWNERS**

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

ON THIS 23 day of February, A.D., 2022, before me, a Notary Public, personally appeared **GREGORY E. LISTNER and KRISTIN M. LISTNER**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

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



**BY TOWNSHIP**

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

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

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

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

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

Return To: Grim, Biehn & Thatcher  
104 So. Sixth Street, P.O. Box 215  
Perkasie, PA 18944

TMP #s: 26-005-002-004

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**MEMORANDUM OF DEVELOPMENT AGREEMENT**

***THIS MEMORANDUM OF DEVELOPMENT AGREEMENT*** is executed concurrently with a Development Agreement entered into by and between the parties to this Memorandum on this \_\_\_\_ day of \_\_\_\_\_, A.D., 2021, the terms and conditions of which are incorporated in this Memorandum by reference, and both this Memorandum and the corresponding Development Agreement constitute an agreement by and between ***NAPLIN ONE LIMITED PARTNERSHIP***, a Pennsylvania Limited Partnership, by its general partner, ***NAPLINI, LLC***, a Pennsylvania Limited Liability Corporation, by its sole member, ***NAPPEN & ASSOCIATES***, a Pennsylvania Limited Partnership ("***Developer***") and the ***TOWNSHIP OF NEW BRITAIN*** ("***Township***") relating to a tract of land consisting of approximately 16.646 acres located at 4373 County Line Road in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-005-002-004 (hereinafter referred to as the "***Property***"), and more fully described on a separate set of plans on record in the Township Office entitled "Final Land Development Plan", prepared by Bohler Engineering for Naplin One Partnership, consisting of twenty-seven (27) sheets dated July 28, 2016, last revised August 8, 2019, and recorded at Document I.D. # \_\_\_\_\_; said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the "***Plan***")

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

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

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

Grantor: Naplin One Limited Partnership  
Grantee: Township of New Britain

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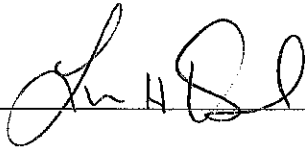
**NEW BRITAIN TOWNSHIP MEMORANDUM OF DEVELOPMENT AGREEMENT**  
**Naplin**  
**(Signatures)**

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

**DEVELOPER**

*NAPLIN ONE LIMITED PARTNERSHIP, by its general partner, NAPLIN1, LLC, a Pennsylvania Limited Liability Corporation, by its sole member, NAPPEN & ASSOCIATES, a Pennsylvania Limited Partnership*

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



By: \_\_\_\_\_



Name: Allan I. Nappen  
Title: Chief Operating Officer

**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, Secretary

**NEW BRITAIN TOWNSHIP MEMORANDUM OF DEVELOPMENT AGREEMENT**  
**Naplin**  
**(Acknowledgments)**

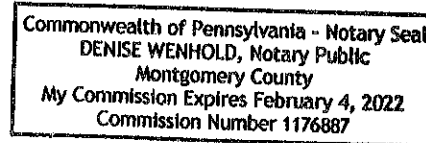
**BY DEVELOPER**

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

On this 15<sup>th</sup> day of December, 2021, before me a Notary Public, personally appeared **ALLANI NAPPEN**, Chief Operating Officer of **NAPPEN & ASSOCIATES**, a Pennsylvania Limited Partnership, the sole member of **NAPLIN1, LLC**, a Pennsylvania Limited Liability Corporation, the general partner of **NAPLIN ONE LIMITED PARTNERSHIP**, 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.

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



**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  
DEVELOPMENT AGREEMENT  
(Naplin)**

*THIS AGREEMENT*, dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2021, is made by and between **NEW BRITAIN TOWNSHIP**, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the "**Township**");

**A N D**

**NAPLIN ONE LIMITED PARTNERSHIP**, a Pennsylvania Limited Partnership, by its general partner, **NAPLINI, LLC**, a Pennsylvania Limited Liability Corporation, by its sole member, **NAPPEN & ASSOCIATES**, a Pennsylvania Limited Partnership, with offices located at 171 Corporate Drive, Montgomeryville, PA 18936 (hereinafter referred to as "**Developer**"), owner of a tract of land consisting approximately 16.646 acres, located at 4373 County Line Road in New Britain Township, Bucks County, Pennsylvania, otherwise known as Bucks County Tax Parcel No. #26-005-002-004 (hereinafter referred to as the "**Property**"), and more fully described on a separate set of plans on record in the Township Office entitled the "Final Land Development Plan", prepared by Bohler Engineering for Naplin One Partnership, consisting of twenty-seven (27) sheets dated July 28, 2016, last revised August 8, 2019; said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the "**Plan**").

**WITNESSETH**

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

**WHEREAS**, Developer further intends to develop the Property with a 120,000 square foot, one (1) story warehouse building and appurtenant improvements (hereinafter referred to as the "**Project**") pursuant to the Plan and Township's grant of conditional final approval thereof; and

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

**WHEREAS**, Developer further intends to construct improvements, including, but not limited to, water and sewer facilities, stormwater facilities, street trees, roadway widening, installation of curbs and sidewalks, and roadway milling and overlay; or else, install partial improvements as approved by the Township and/or contribute a fee-in-lieu of these improvements and other requirements (hereinafter referred to as the "**Improvements**") as set forth within the Plan and in accordance with Township Resolution 2019-14 which granted conditional final plan approval to the Project on April 22, 2019, a copy of which is attached hereto and made a part hereof as **Exhibit "A"**; and



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

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

**I. PLAN AND PROJECT COMPLIANCE**

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

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

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

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

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

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

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

### **IV. CONSTRUCTION PLANS**

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

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

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

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

be paid for by Developer. Developer shall also be entirely responsible for any transfer tax which may be assessed upon the transfer of any property interest to Township.

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

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

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

**VII. PUBLIC UTILITIES**

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

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

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

## VIII. DEVELOPER'S AGREEMENT TO COMPLETE IMPROVEMENTS

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

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

## IX. FINANCIAL SECURITY

Developer agrees to deliver an Irrevocable Letter of Credit (the "*LOC*") to Township to financially guarantee the completion of the Improvements that are required to be completed by Developer (hereinafter referred to as "*LOC*") from Univest, (hereinafter referred to as "*Issuer*") shall be provided in the amount of One Million Five Hundred Seventy-Two Thousand Eight Hundred Sixteen Dollars and Forty-One Cents (\$1,572,816.41) (hereinafter referred to as the "*Financial Security*"). The LOC shall be in the Township's name and shall be delivered on or before the time of the execution of this Agreement in Township's name. This Financial Security represents the estimated amount of money necessary to complete the Improvements set forth on the attached *Exhibit "B"* and is being delivered to Township for the express purpose of guaranteeing Developer's obligations under this Agreement and associated documents, including but not limited to, the attached Exhibits and the Plan, to construct the Improvements as shown on the Plan and as required by this Agreement and the Township's Ordinances and Resolutions. As such, this LOC constitutes Financial Security for Township. Developer agrees that said LOC shall be extended in time as needed to complete the Improvements as described upon the Plan and within this Agreement. The terms and conditions of the LOC are incorporated herein, made a part hereof, and agreed to by Developer and Township. No Building Permits will be issued for any construction until the LOC is provided.

In the event that the Improvements are not installed pursuant to the terms of this Agreement, Township shall have the right and privilege to use this Financial Security pursuant to the provisions of this Agreement. Developer hereby agrees if Township determines that Developer has defaulted upon any obligation under this Agreement during the construction of the Project, Township shall have the right and privilege to make demand upon Issuer for all or part of the amount secured by the Financial Security concerning such defaulted obligation. Any determination of default shall be within the sole discretion of Township and such determination shall constitute a failure to perform a material

obligation. Payment to Township by Issuer shall not require any affirmative declaration by Township concerning the validity of the announced default, and Developer does hereby authorize said payment. Any such payment made by Issuer shall be used to cure the announced default and the resulting expenses incurred thereby, including but not limited to engineering fees, attorney's fees, construction or demolition costs, and repair costs. The Township shall return the remaining balance of said payment, if any, back to Issuer, as appropriate, to be held as all or part of the Financial Security.

Upon authorization by the Township Engineer, the Township may periodically release monies guaranteed by the Financial Security in installments for the payment of completed construction work on the Improvements. In no event, however, will funds in excess of eighty-five percent (85%) of the original Financial Security amount be released except as hereinafter provided upon completion and Township acceptance and/or approval of the Improvements. The value of said completed Improvements, for purposes of this paragraph, shall be determined by the Township Engineer.

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

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

#### **X. RETAINAGE**

After all of the Improvements have been constructed and approved pursuant to this Agreement and the Plan, Township may authorize the Issuer to reduce the current amount of the LOC to fifteen percent (15%) of the original amount of the Account (said sum to be hereinafter referred to as "*Retainage*"). The Retainage shall be held for a period of eighteen (18) months from official approval and/or acceptance by Township of the Improvements (said period of time to be hereinafter referred to as the "*Maintenance Period*"). The Retainage may also be provided in the form of a maintenance bond or other financial security, if such form is formally accepted by Township. Upon certification by the Township Engineer as to the successful completion of the Maintenance Period and that the construction, structural integrity, functioning, and repair of the Improvements is in accordance with this Agreement and with the design and specifications as depicted upon the Plan, Township shall authorize the Issuer or other holder of the Retainage to release the balance of the Retainage.

The purpose of the Retainage is to guarantee the construction, structural integrity, good working order, and repair of the Improvements for the Maintenance Period. Developer hereby

agrees if Township determines that Developer has defaulted upon any obligation under this Agreement during the Maintenance Period, Township shall have the right and privilege to make demand upon the holder of the Retainage for full payment of the Retainage or any part thereof. Any determination of default shall be within the sole discretion of Township and such determination shall constitute a failure to perform a material obligation. Payment to Township by the holder shall not require any affirmative declaration by Township concerning the validity of the announced default, and Developer does hereby authorize said payment. Any such payment made by the holder shall be used to cure the announced default and the resulting expenses incurred thereby, including but not limited to engineering fees, attorney's fees, construction or demolition costs, and repair costs. Township shall return the remaining balance of said payment, if any, to the holder to be held as all or part of the Retainage.

## **XI. INDEMNIFICATION**

Developer agrees to exonerate, defend, indemnify, and hold harmless Township, Township officials, Township employees, Township agents, and Township professionals, including the Township Engineer and the Township Solicitor, and their respective agents and employees ("*Indemnified Parties*") from and against any and all claims, actions, damages, losses, awards, verdicts, judgments, and expenses, including attorney's fees, arising out of or resulting from (a) the construction of the Project; (b) the approval of the Improvements or the Plan; (c) the rough grading and final grading of the Property or any other lands for the Project; (d) any water or storm drainage runoff from the Property; (e) the execution or issuance of any permit by any governmental entity in conjunction with the Project; or (f) any other obligation incurred by Township in connection with the Project, unless caused by the Indemnified Parties' intentional negligence or willful misconduct. Developer assumes all risks and shall bear all loss resulting from any injury to property or persons occasioned by neglect or accident during the construction of the Project. In the event a third party, their agents, servants, employees, heirs, assigns, or grantees institute any legal action whatsoever against the Indemnified Parties arising in any way out of the Project, Developer hereby agrees to pay any and all attorney's fees, engineering fees, court costs, and/or any other fees, costs, or expenses incurred by the Indemnified Parties in connection with this legal action.

## **XII. INSURANCE**

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

- a. General Liability - Coverage for bodily injury in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; and property damage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, a combined coverage of One Million Dollars (\$1,000,000.00) for personal injury and property damage per occurrence and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the aggregate may be provided. The general liability insurance shall, at a minimum, include the following endorsements: (1) Comprehensive Form; (2) Premises Operations; (3) Explosion and Collapsed Hazard; (4) Underground Hazard; (5) Products/Completed Operations Hazard; (6) Contractual Insurance; (7) Broad Form Property Damage; and (8) Independent Contractors.
- b. Automobile Liability - Coverage for bodily injury in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; and property damage coverage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, combined coverage of One Million Dollars (\$1,000,000.00) per bodily injury and property damage per occurrence and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the aggregate may be provided. The Automobile Liability Policy shall, at minimum, include the following endorsements: (1) Comprehensive Form; (2) Owned; (3) Hired; and (4) Non-Owned.
- c. Excess Liability - Coverage shall include an umbrella form endorsement insuring against any excess liability with an additional Five Million Dollars (\$5,000,000.00) coverage per occurrence and in the aggregate for bodily injury and property damage combined.
- d. Workers' Compensation - Coverage as is required by the Commonwealth of Pennsylvania. Said coverage may be obtained either by Developer or through Developer's contractor.

Developer agrees that no construction shall commence until the Township Solicitor has reviewed and approved the policies of insurance. Developer shall, upon request and at least annually, furnish the Township with adequate proof that the required insurance is in full force and effect, in form satisfactory to the Township Solicitor. Developer further warrants that said insurance coverage shall not be altered, modified, or canceled until dedication of the Improvements has been officially accepted by Township or until Township has given express written consent of such. In addition, Developer shall continue to provide this primary insurance protection to the Township for the two (2) year statute of limitations period immediately following the close of the Maintenance Period.

In the event that Developer fails to provide the required proof of insurance, Township shall have the right to refuse to issue any further permits for the Project and to suspend any previously issued permits in effect at the time of the failure to deliver said proof of insurance until such policy is provided, and also authorizes the Township to obtain said insurance and to pursue any and all

legal remedies necessary to collect the costs of obtaining said insurance from Developer or from the Financial Security or Escrow Account.

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

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

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

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

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

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

### **XV. SAFETY PRECAUTIONS**



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

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

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

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

No grading; excavating; removal, or destruction of topsoil, trees, or other vegetative cover of any kind; nor any changes in the contours of the Property shall occur until such time as a plan for minimizing soil erosion and sedimentation has been reviewed and approved by Township, the Bucks County Conservation District, and the Pennsylvania Department of Environmental Protection, if applicable, and such plan has been made a part of the Plan. Developer shall comply with the Plan during the course of construction and shall use all care possible to prevent siltation

and other pollution of the waters of the Commonwealth of Pennsylvania, even if measures exceeding those set forth on the Plan must be employed, installed, and/or constructed. Whenever sedimentation is caused by stripping of vegetation, grading, or other earth moving activities, Developer shall be responsible to remove said sedimentation from all adjoining surfaces, drainage systems, and watercourses, and to repair any damage caused thereby, at Developer's expense. Developer further agrees to maintain control over dust or dirt blowing off the Property in accordance with the rules, regulations, and procedures of the Bucks County Conservation District.

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

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

The temporary storage and stockpiling of topsoil/subsoil upon the Property shall be in accordance with the instructions of the Township Engineer and shall be done in such a manner so as to cause minimal inconvenience to residents living on or adjacent to the Property with due regard given to health and safety considerations. Topsoil/subsoil unearthed for the construction of the Project shall be redistributed on-site. Provided there is sufficient topsoil on the Property, any lot, open space area, recreation area, buffer, or other area disturbed by grading activities shall be restored with a minimum of ten (10) inches, plus or minus one-half (½) inch, of topsoil. The storage or berming locations of topsoil shall be approved by Bucks County Conservation District and the Township Engineer prior to any topsoil being stored or stockpiled in those locations. No topsoil shall be removed from the Property without the express written permission of the Township Board of Supervisors.

All grading shall be conducted in accordance with the Plan, and all buildings shall be constructed at the elevation set forth on the Plan or on plot plans submitted at the time of building

permit application and approved by the Township Engineer. Prior to framing any structure, Developer and its registered professional surveyor or engineer shall certify that said structure is being constructed at the approved elevation.

## **XVII. BLASTING**

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

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

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

Developer shall provide at least fourteen (14) days prior written notice by first class mail, postage prepaid, to all persons residing upon or owning property located within one thousand

(1,000) feet of the Property. This written notice shall advise such residents and property owners when blasting is expected to begin; the anticipated duration of such blasting activities; and the name, address, and policy number of the insurance company providing coverage for such blasting activity. Proof of service of this notice to each resident/property owner shall be provided by Developer to Township as a condition for the issuance of a Blasting Permit.

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

In the event any individual or entity makes a written claim for damage allegedly arising out of the blasting activities, Developer shall make contact with such individual or entity within forty-eight (48) hours of receiving notice of the claim, and thereafter Developer shall promptly notify its insurance carrier(s) providing blasting coverage for the claim with a copy of such written notification transmitted to the individual or entity by ordinary mail.

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

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

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

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

resulting from construction upon or development of the Property and shall immediately repair all such damage.

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

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

At all times during the construction of the Project, Developer shall conduct its work in such a manner as to minimize the obstruction of traffic and any inconvenience to members of the general public and the use and enjoyment of their residences. During the course of the construction, Developer shall maintain such barricades, warning lights, and/or flares as are necessary to protect traffic and the traveling public in general. No materials shall be stored upon any street under any circumstance, regardless of whether such street has yet to be dedicated to Township. All storm drainage and sewer inlets shall be kept unobstructed at all times. Fire hydrants on, adjacent to, or serving the Property shall be kept accessible to fire apparatus at all times, and no materials or obstructions shall be placed within fifteen (15) feet of any hydrant. All unfinished work in or upon a street shall be left in such a condition as to ensure that the Property is accessible at all points to police, fire, and other emergency apparatus.

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

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

Planting shall be provided by Developer in accordance with the Subdivision and Land Development Ordinance, the Plan, and as directed by the Board of Supervisors.

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

If the Plan requires curbs, sidewalks, cartway widening or improvements, drainage improvements, street lights, and/or any other right-of-way improvement on or along any existing

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

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

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

No construction work or related activities shall take place after dusk or 7:00 p.m., whichever is earlier, or before dawn or 7:00 a.m., whichever is later, on weekdays. Any construction work or related activity that creates excessive noise and/or disturbs the surrounding neighborhood, such as the running or operation of equipment and machinery, blasting, hammering, etc., shall be prohibited prior to 8:00 a.m. or after 6:00 p.m. on weekdays and prohibited entirely on weekends and Federal holidays. Developer agrees to take whatever steps necessary to minimize any negative impacts, such as offensive odors, sights, sounds, vibrations, etc., the construction of the Project has upon the surrounding neighborhood and shall ensure all construction activities will comply with the applicable federal, state, county, and Township statutes, ordinances, rules, and regulations.

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

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

All Improvements shall be constructed in accordance with the Plan and this Agreement. Prior to approval of and/or acceptance of dedication of the Improvements by the Township and during the Maintenance Period, Developer shall be responsible for all maintenance of the Improvements, including, but not limited to, normal repairs and upkeep, lawn mowing, and snow and ice removal. Developer acknowledges that upon completion of construction and/or completion of the Maintenance Period, the owner of the Property shall maintain all Improvements not dedicated to and accepted by Township in good repair, including, but not limited to, storm water facilities, signage, buffering, curbing, sidewalks, retaining walls, light standards, parking spaces including striping of same, fire lanes including striping of same, landscaping, and paved areas in accordance with Township ordinances, codes, rules, and regulations. Developer's obligation to repair, replace, and maintain the foregoing-described Improvements shall be deemed a covenant to run with the land and shall be binding upon Developer, its heirs, successors and assigns.

**XX. DAMAGE TO TOWNSHIP ROADS**

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

#### **XXI. TIME FOR COMPLETION**

Developer acknowledges that the time for completion of the construction of the Improvements detailed on the Plan is twenty-four (24) months from the date of the execution of this Agreement. In the event that the Improvements are not completed by said date and the Township does not elect to extend the time for completion, Township may use the Financial Security provided for herein for the completion of said Improvements or may take such further action as set forth in this Agreement to guarantee said completion. The parties agree that time is of the essence. In addition, Developer agrees if it fails to complete the Improvements within forty-two (42) months from the date of this Agreement, or within three (3) years of the date of the establishment of the Financial Security, as provided for in this Agreement, whichever shall first occur, then such a failure shall render Township's approval of the Project null and void, in which case Developer shall cease all further construction and development in conjunction with the Project unless and until it receives an express written waiver of this condition from the Township.

#### **XXII. REIMBURSEMENT FOR COSTS AND EXPENSES**

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

To ensure such reimbursement, Developer has established as a part of the Financial Security a sum of Sixty-Eight Thousand Three Hundred Eighty-Three Dollars and Thirty-Two Cents (\$68,383.32) as set forth within *Exhibit "B"* (hereinafter referred to as the "*Reimbursement Fund*"). If any invoice to Developer from Township for engineering, inspection, legal, or other professional services incurred by Township is not paid by Developer within thirty (30) days after presentation and Developer has not filed a timely challenge to the invoice pursuant to the Pennsylvania Municipalities Planning Code, Township is authorized to direct Issuer to pay such invoice directly to Township from the Reimbursement Fund. In addition, Developer has established a Contingency Fund of One Hundred Thirty-Six Thousand Seven Hundred Sixty-Six Dollars and Sixty-Four Cents (\$136,766.64) as set forth within *Exhibit "B"* to cover any and all contingencies, cost overruns, and other events that may occur during the construction of the Project, including reimbursement of the Township for all professional service costs which it incurs during the Project. In the event that the Reimbursement Fund is insufficient to pay all Township-incurred costs, Developer agrees that the Contingency Fund may also be utilized to reimburse Township for such costs using the same process as obtaining funds from the Reimbursement Fund.

If any invoice to Developer from Township for engineering, inspection, legal, or any other services incurred by Township is not paid and is not challenged by Developer as set forth above, Township is authorized to withdraw monies from the Reimbursement Fund, or if necessary, the Contingency Fund, to cover the costs set forth in such invoice together with a Twenty Dollar (\$20.00) service charge. Furthermore, all sums not paid and not challenged by Developer within thirty (30) days after presentation of the original invoice shall bear a compound interest charge of fifteen percent (15%) per annum until such sums have been paid, either directly by Developer or through the withdrawal of monies from the Financial Security. If at the time of the expiration of this Agreement litigation is pending against Developer and/or its corporate representatives/ agents, or both, the Township may withhold from the Financial Security such sums as Township may reasonably anticipate for counsel fees and expenses in connection with said litigation.

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

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

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

Developer agrees that possession of any building unit encompassed by the Project shall not be delivered to any prospective purchaser and/or tenant until a written Certificate of Occupancy is issued by Township, which shall not be unreasonably withheld.



Township shall have the right to inspect any of the work being performed on the Property, at any time, to determine if the work has been and is being carried out in compliance with the Plan; the Township's approvals thereof; the applicable statutes, ordinances, rules, and/or regulations; and this Agreement.

#### **XXIV. TOWNSHIP TO COMPLETE**

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

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

#### **XXV. RESERVED**

#### **XXVI. CAPITAL CONTRIBUTIONS**

A. Developer shall pay a stormwater management facility maintenance fee for the Project of One Thousand Six Hundred Twenty-One Dollars and Forty-Five Cents (\$1,621.45), as required by *Exhibit "A"*. This contribution shall be in addition to the required Financial Security and shall be paid contemporaneously with the execution and return of this Development Agreement.

B. Developer shall pay a fee-in-lieu of waived public improvements of Seventy-Eight Thousand Seven Hundred Fifty-Five Dollars (\$78,755.00), as required by *Exhibit "A"*. This contribution shall be in addition to the required Financial Security and shall be paid contemporaneously with the execution and return of this Development Agreement.

C. Developer shall pay a fee-in-lieu of required park land of Seventy-Five Thousand Dollars (\$75,000.00), as required by *Exhibit "A"*. This contribution shall be in addition to the required Financial Security and shall be paid contemporaneously with the execution and return of this Development Agreement.

## **XXVII. REMEDIES AND WAIVER**

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

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

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

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

or any portion thereof, and revoke any issued permits related in any way to the breach or violation. The Township is not required to provide prior notice to Developer before exercising its rights under this provision.

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

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

#### **XXVIII. THIRD PARTY BENEFICIARIES**

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

#### **XXIX. GENDER**

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

#### **XXX. ASSIGNMENT**

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

#### **XXXI. SUCCESSORS AND ASSIGNS**

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

#### **XXXII. AMBIGUITY IN THIS AGREEMENT**

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

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

**XXXIII. EXTENT OF AGREEMENT**

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

**XXXIV. GOVERNING LAW**

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

**XXXV. SEVERABILITY**

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

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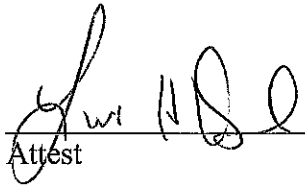
**NEW BRITAIN TOWNSHIP DEVELOPMENT AGREEMENT**

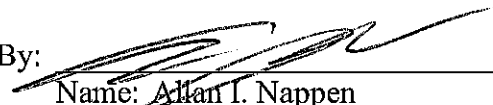
**Naplin**  
**(Signatures)**

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

**DEVELOPER**

**NAPLIN ONE LIMITED PARTNERSHIP**, by its general partner, **NAPLIN1, LLC**, a Pennsylvania Limited Liability Corporation, by its sole member, **NAPPEN & ASSOCIATES**, a Pennsylvania Limited Partnership

  
\_\_\_\_\_  
Attest

By:   
\_\_\_\_\_  
Name: Allan I. Nappen  
Title: Chief Operating Officer

**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, Secretary

**NEW BRITAIN TOWNSHIP DEVELOPMENT AGREEMENT**  
**Naplin**  
**(Acknowledgments)**

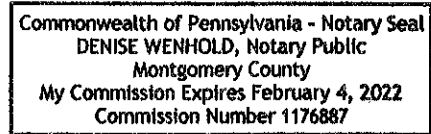
**BY DEVELOPER**

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

On this 15<sup>th</sup> day of December, 2021, before me a Notary Public, personally appeared **ALLAN I. NAPPEN**, Chief Operating Officer of **NAPPEN & ASSOCIATES**, a Pennsylvania Limited Partnership, the sole member of **NAPLIN1, LLC**, a Pennsylvania Limited Liability Corporation, the general partner of **NAPLIN ONE LIMITED PARTNERSHIP**, 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.

 (SEAL)  
Notary Public



**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.

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

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 # **26-005-002-004**

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**STORMWATER FACILITIES**  
**OPERATION AND MAINTENANCE AGREEMENT**

*THIS AGREEMENT*, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2021, by **NAPLIN ONE LIMITED PARTNERSHIP**, a Pennsylvania Limited Partnership, by its general partner, **NAPLIN1, LLC**, a Pennsylvania Limited Liability Corporation, by its sole member, **NAPPEN & ASSOCIATES**, a Pennsylvania Limited Partnership, with offices located at 171 Corporate Drive, Montgomeryville, PA 18936 (hereinafter referred to as "*Landowner*"), and **NEW BRITAIN TOWNSHIP**, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the "*Township*").

**WITNESSETH**

*WHEREAS*, Landowner is the owner of a tract of land consisting of approximately 16.646 acres located at 4373 County Line Road in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-005-002-004 (hereinafter referred to as the "*Property*"); and

*WHEREAS*, Landowner has obtained land development approval from the Township for the construction of a non-residential warehouse on the Property; said plans entitled "Final Land Development Plan", prepared by Bohler Engineering for Naplin One Partnership, consisting of twenty-seven (27) sheets dated July 28, 2016, last revised August 8, 2019; 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, its grantees, successors and assigns.

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

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

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

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

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

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

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

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

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

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

5. Landowner shall keep and maintain the Stormwater Management Facilities in good working condition. Landowner shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said Facilities shown on the Plan and



located on the Property, including but not limited to drainage swales, detention and retention basins, 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 itself, its grantees, successors and assigns, agrees to the following:

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

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

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

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

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

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

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

12. Landowner hereby grants and conveys to the Township, its authorized agents and employees, a non-exclusive access easement over the Property for the sole purposes of inspecting the Stormwater Management Facilities; maintaining, when necessary, these Facilities; curing any default by Landowner; and exercising the rights granted to the Township under this Agreement. Nothing herein shall be construed to permit 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 Maintenance Guarantee Fee of Nine Thousand Five Hundred Forty-Seven Dollars and Ten Cents (\$9,547.10) to provide financial guarantees for the timely and proper installation, construction, inspection, operation, performance, maintenance, repair, and replacement of the

Facilities (hereinafter referred to as the "*Fee*"). Furthermore, Landowner shall pay any costs and expenses incurred by the Township regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities and any costs and expenses 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 Fee to reimburse itself for any and all costs and expenses it has incurred due to such failure by Landowner.

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

15. 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 itself, its grantees, successors and assigns, releases the Township, its engineer, solicitor, and all other agents, servants, or employees from all claims, losses, damages, liabilities, or any other demand for money or damages whatsoever, including, without limitation, all attorney's fees, arising out of or related in any way to the construction, presence, existence, or maintenance of the Stormwater Management Facilities; the grant of this Agreement; Landowner's compliance with this Agreement; or the exercise of the rights granted to the Township by this Agreement. Furthermore, Landowner, for itself, its grantees, successors and assigns, warrants and shall forever defend against any such claims. 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 its own expense, any suit based on such claim. If any judgment or claims against the Township, its engineer, solicitor, and all other agents, servants, or employees, shall be adjudicated against the Township, Landowner shall pay all costs and expenses in connection therewith.

18. If 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 itself, its grantees, successors and assigns, hereby waives any defense of laches, estoppel, or prescription.

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

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

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

21. 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.

22. 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.

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

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

25. 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.

26. 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.

27. 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.

28. 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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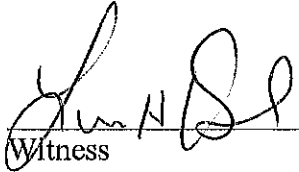
**NEW BRITAIN TOWNSHIP  
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT  
Naplin**

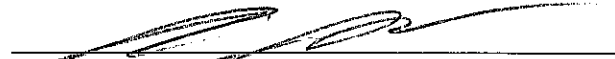
**(Signatures)**

*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:**

**NAPLIN ONE LIMITED PARTNERSHIP**, by its general partner **NAPLIN1, LLC**, a Pennsylvania Limited Liability Corporation, by its sole member, **NAPPEN & ASSOCIATES**, a Pennsylvania Limited Partnership

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Name: Allan I. Nappen  
Title: Chief Operating Officer

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.

**TOWNSHIP:**

**NEW BRITAIN TOWNSHIP  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Name: Gregory T. Hood  
Title: Chairman

**ATTEST:**

\_\_\_\_\_  
Michael Walsh, Secretary

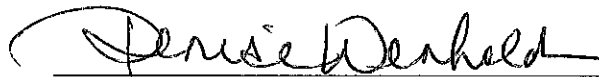
**NEW BRITAIN TOWNSHIP  
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT  
Naplin  
(Acknowledgments)**

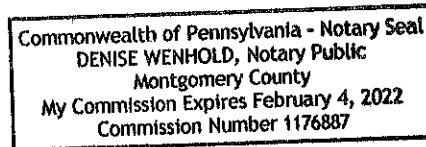
**BY LANDOWNER**

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

On this 15<sup>th</sup> day of December, 2021, before me a Notary Public, personally appeared **ALLAN I. NAPPEN**, Chief Operating Officer of **NAPPEN & ASSOCIATES**, a Pennsylvania Limited Partnership, the sole member of **NAPLINI, LLC**, a Pennsylvania Limited Liability Corporation, the general partner of **NAPLIN ONE LIMITED PARTNERSHIP**, 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.

 (SEAL)  
Notary Public



**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.

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



**Prepared By:** H. Peter Nelson, Esquire  
Grim, Biehn & Thatcher  
104 So. Sixth Street, P.O. Box 215  
Perkasie, PA 18944

**Return To:** Grim, Biehn & Thatcher  
104 So. Sixth Street, P.O. Box 215  
Perkasie, PA 18944

**TMP #:** 26-005-002-004

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**DECLARATION OF COVENANTS, EASEMENTS,  
CONDITIONS, AND RESTRICTIONS**

***THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, AND RESTRICTIONS***, is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2021, by ***NAPLIN ONE LIMITED PARTNERSHIP***, a Pennsylvania Limited Partnership, by its general partner, ***NAPLINI, LLC***, a Pennsylvania Limited Liability Corporation, by its sole member, ***NAPPEN & ASSOCIATES***, a Pennsylvania Limited Partnership, with offices located at 171 Corporate Drive, Montgomeryville, PA 18936 (hereinafter referred to as "***Declarant***").

**BACKGROUND**

A. Declarant is the owner of certain premises in the Township of New Britain, Bucks County, Pennsylvania, comprising of approximately 16.646 acres located at 4373 County Line Road and known as part of Bucks County Tax Parcel No. 26-005-002-004 (hereinafter referred to as the "***Property***").

B. Declarant has obtained final plan approval from New Britain Township for a non-residential land development that proposes to construct a warehouse pursuant to plans entitled "Final Land Development Plan", prepared by Bohler Engineering for Naplin One Partnership, consisting of twenty-seven (27) sheets dated July 28, 2016, last revised August 8, 2019; said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the "***Plan***").

C. The Property is intended to be developed in accordance with the above-described Plan, and in accordance with the conditions of the Plan approval imposed by New Britain Township (hereinafter referred to as the "***Project***").

D. The Plan provides for an Access and Enforcement Easement, a Conservation Easement, and a Road Right-of-Way Easement on and across the Property as shown on the Plan and as more specifically set forth herein.

E. It is the intention of Declarant, for itself, its heirs, grantees, successors and assigns, to impose certain terms, covenants, easements, benefits, burdens, and servitudes on the Property,

for the benefit of New Britain Township, the general public, and their respective heirs, grantees, successors and assigns.

***NOW, THEREFORE***, in consideration of the foregoing and for the nominal sum of One Dollar (\$1.00), and intending to be legally bound, Declarant hereby binds and encumbers the Property with the following covenants, easements, conditions, and restrictions:

### **ACCESS AND ENFORCEMENT EASEMENT**

1. Declarant hereby declares and imposes an Access and Enforcement Easement upon the Property for the benefit of New Britain Township for the purpose of ingress, egress, and regress over and across the Property at reasonable times to monitor Declarant's compliance with and to enforce the terms of this Declaration; provided that such entry shall be upon prior reasonable notice to Declarant, and subject to the condition that such entry does not unreasonably interfere with Declarant's use and quiet enjoyment of the Property.

2. New Britain Township shall have the full, free, unlimited, and unrestricted right, liberty, and privilege to enter upon and inspect any of the easement areas described below from time to time to ensure their continued operation, function, maintenance, and repair by Declarant.

3. In the event that New Britain Township determines any easement or the facilities located within any easement or easement area described in the following paragraphs are not operating or functioning properly in accordance with their design; and/or are not being properly maintained or repaired in accordance with the Plan and/or this Declaration, the Township shall provide written notice to Declarant setting forth the particulars regarding the manner in which the easement, the easement area, or the facilities located thereon or within, is/are not functioning, being maintained, or being repaired in accordance with this Declaration; advising Declarants of the corrective action needed to be taken to restore said Easement, easement area, and/or facilities, to its/their original condition, function, operation, and/or capacity; and specifying a reasonable period of time within which the described defaults must be remedied or cured (hereinafter referred to as the "***Default Notice***"). Declarant shall complete such maintenance, repair, replacement, and/or restoration work as is required to cure or remedy the defaults enumerated in the Default Notice within fifteen (15) calendar days of receipt of the Default Notice. Under circumstances where the defaults cannot reasonably be cured/remedied within a fifteen (15) day period, Declarant shall begin curing/remedying such defaults within fifteen (15) calendar days of receipt of the Default Notice and shall continue diligently to cure/remedy such defaults until finally cured/remedied. All such work shall be done in accordance with the Plan and this Declaration. If Declarant fails to cure or remedy any default as required by this Declaration, New Britain Township shall have the right to enter onto the Property to perform any necessary maintenance, repair, replacement, or restoration work.

4. This Access and Enforcement Easement also allows New Britain Township to prevent any activity upon or use of the Property that is inconsistent with the requirements or purposes of this Declaration, the Easements set forth below, or the Plan. If Declarant violates any of the Easements described in this Declaration in any way, New Britain Township shall have the

right to require compliance, along with the restoration of the easement areas or features of the Property that may have been damaged by such violation, after a Default Notice has been provided in accordance with Paragraph 3 above.

5. In addition to the above-listed remedies, upon discovery of a breach or violation of this Declaration and/or the Plan by Declarant, New Britain Township may cease to issue any permits for the Project, any portion thereof, or any improvement of the Property or portion thereof, and revoke any issued permits related in any way to the breach or violation.

6. All costs and expenses incurred by New Britain Township in any enforcement action or in the maintenance, repair, or restoration of an easement or easement area, including, but not limited to, attorney's fees and engineering fees, shall be reimbursed by Declarants within thirty (30) days of receipt of an itemized written statement from the Township. If Declarants fail to reimburse the Township within thirty (30) days of receiving this itemized statement, such costs and expenses shall constitute a municipal lien on Property. In addition, the Township may file a municipal lien against the Property for these costs and expenses and shall have a lien on this Property until the sums expended by New Britain Township (including the costs associated with the lien) have been paid by Declarant.

7. These enforcements rights under this Declaration coexist with and are in addition to any rights New Britain Township has under law or equity to enforce the terms of this Declaration of Covenants, Easements, Conditions, and Restrictions.

### **CONSERVATION EASEMENT**

8. Declarant hereby creates and imposes, upon and across the Property, a variable width Conservation Easement prohibiting the filling, removal, destruction, or other disturbance of the conservation easement area denoted on the Plan as Conservation Easement #5 and Additional Conservation Easement Area and more particularly described by the legal description attached hereto and incorporated herein as *Exhibit "A"*.

9. This Easement is hereby granted to New Britain Township and, the purpose of this Conservation Easement is to preserve the easement areas and protect them from soil erosion, water pollution, and any other disruptions or occurrences that might interfere with the natural, scenic, and open space state of the easement areas. The Conservation Easement is specifically intended and imposed to protect water resources, forest and woodland resources, and wildlife resources.

10. Declarant shall keep the conservation easement area free and clear of all trash, waste, debris, garbage, and other material which may enter these areas. Declarant shall not at any time: (i) deposit or store any trash, waste, debris, garbage, or any other materials of any kind within the easement area; (ii) construct, install, erect, place, or leave within the easement area any buildings, roads, parking lots, utilities, signs (other than "no trespassing"), fences, vehicles, equipment, or other structures; (iii) perform any grading, excavating, trenching, plowing, mining, soil/rock/mineral removal, depositing, dumping, surface alteration, or other intrusion within the easement area; or (iv) disturb the natural state of the easement area, including any vegetation

removal, mowing, clearing, timbering, cutting, pruning, spraying, or other activity which would disturb the natural state of the easement area, except as reasonably necessary or prudent to control exotic/invasive vegetation or noxious weeds.

11. Declarant hereby covenants and agrees to service and maintain the conservation easement area and their plantings in good condition and repair.

**ROAD RIGHT-OF-WAY EASEMENT (COUNTY LINE ROAD)**

12. Declarant hereby grants to New Britain Township a Road Right-of-Way Easement along County Line Road for the following purposes:

a. To permit the extension, construction, maintenance, repair and replacement of a road within the easement area; to control and maintain stormwater drainage; to control and maintain visual obstructions to vehicular and pedestrian traffic; and to provide for curbs, sidewalks, utilities, and other public improvements deemed necessary by Township in said easement area.

b. To permit the future possible installation, maintenance, service, repair, and replacement of public or private utilities including, but not limited to, water, sewer, electric, cable, telecommunications, and storm sewers or other improvements deemed necessary by New Britain Township in said easement area.

c. To permit Grantee access to the easement area to undertake the work and activities permitted by this Easement.

d. To permit the public access to and use of the above-listed public improvements installed within the easement area.

13. The road right-of-way easement areas hereby granted by Declarant to New Britain Township is all that certain strips of land situate along the Property as shown on the Plan and more particularly described by the legal descriptions attached hereto and incorporated herein as *Exhibit "B"*.

14. No barriers, fences, signs, or any other obstruction, permanent or temporary, to the free and unhampered use of this Easement shall hereafter be permitted. No motor vehicles, trailers, boats, personal property, buildings, or other structures shall be dumped, stored, parked, or constructed within any portion of said Road Right-of-Way Easement without the express written approval of New Britain Township. In the event any landscaping, personal property, structure, or other obstruction is constructed, erected, stored, or otherwise left over and/or upon the road right-of-way easement areas, the Township shall not be obligated to maintain, move, repair, or replace such landscaping, personal property, structure, or other obstruction.

## MISCELLANEOUS PROVISIONS

15. Declarant releases New Britain 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 grant of this Declaration of Covenants, Easements, Conditions, and Restrictions to New Britain Township or the exercise of the rights granted herein, unless caused by their intentional negligence or willful misconduct. Furthermore, Declarant warrants and shall forever defend against any such claims.

16. Declarant covenants and agrees to indemnify and hold New Britain Township, its engineer, solicitor, and all other agents, servants, or employees harmless 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 Property arising out of Declarant's performance while complying with the terms, conditions, provisions, and requirements of this Declaration.

17. Declarant covenants and agrees that neither itself, nor its heirs, grantees, successors, and assigns, shall or will at any time hereafter ask, demand, recover, or receive from New Britain Township any sum or sums of money as payment for the granting of these covenants, easements, conditions, and restrictions.

18. This Declaration of Covenants, Easements, Conditions, and Restrictions is appurtenant to Property and shall be construed to be covenants running with the land 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" herein shall include their respective heirs, grantees, successors and assigns. Any provision of this Declaration to the contrary notwithstanding, the parties intend that upon conveyance of the Property, any obligation appurtenant to the property conveyed shall become the sole obligation of the person to whom the property interest is transferred and the grantor shall be discharged from any liability hereunder.

19. This Declaration of Covenant, Easements, Conditions, and Restrictions may not be modified except by written agreement of Declarant and New Britain Township.

20. This Declaration of Covenants, Easements, Conditions, and Restrictions shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and all the easement rights and responsibilities shall be exercised in compliance with and subject to 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.

21. The provisions of this Declaration of Covenants, Easements, Conditions, and Restrictions shall be severable. If any provision is found to be invalid, unenforceable, unconstitutional and/or void, the remaining provisions of this Declaration shall, nevertheless, remain valid and binding.

22. In the event that any of the provisions of this Declaration of Covenants, Easements, Conditions, and Restrictions 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 Declaration notwithstanding the absence of such provisions in said deed.

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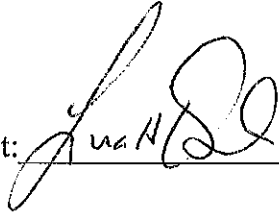
**NEW BRITAIN TOWNSHIP  
DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, AND  
RESTRICTIONS  
Naplin  
(Signatures)**

*IN WITNESS WHEREOF*, Declarant, intending to be legally bound, has hereby set its hands and seal the day and year first above written.

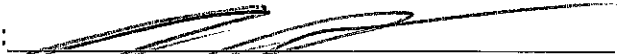
**DECLARANT:**

*NAPLIN ONE LIMITED PARTNERSHIP, by its general partner, NAPLINI, LLC, a Pennsylvania Limited Liability Corporation, by its sole member, NAPPEN & ASSOCIATES, a Pennsylvania Limited Partnership*

Attest:



By:

  
Name: Allan I. Nappen  
Title: Chief Operating Officer

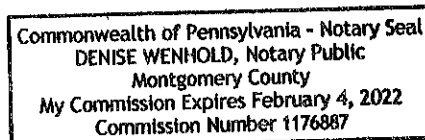
**(Acknowledgments)**

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

On this 15<sup>th</sup> day of December, 2021, before me a Notary Public, personally appeared **ALLAN I. NAPPEN**, Chief Operating Officer of **NAPPEN & ASSOCIATES**, a Pennsylvania Limited Partnership, the sole member of **NAPLINI, LLC**, a Pennsylvania Limited Liability Corporation, the general partner of **NAPLIN ONE LIMITED PARTNERSHIP**, 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.

 (SEAL)  
Notary Public





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

**BOARD MOTION**

**Date:** February 28, 2022

**I MOVE THAT:** The Board adopt Resolution #2022-04: 2022 Appointments Update, per the attachments.

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

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



**RESOLUTION NO. 2022-04**  
**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 FEBRUARY 28, 2022.**

**Persons and Firms Serving the Township with Compensation:**

Township Manager	Matt West	
Bond Requirement		\$1,000,000.00
Township Solicitor	Begley, Carlin & Mandio, LLP	
		<i>(Fees as outlined in Fee Schedule)</i>
Township Engineer	Gilmore & Associates	
		<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	
 <b>Zoning Hearing Board (3-Year Term)</b>	 Scott Fischer	 12/31/2022
	Cathy Basillii	12/31/2023
	Chuck Coxhead	12/31/2024
	Ryan Wantz (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.

<b>Board of Supervisors</b>	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
<b>Vacancy Board Chair</b>	1-Year Term	
Fred Schea		12/31/2022
<b>Elected Auditors</b>	Elected to 6-Year Term	
Sharon Hood		12/31/2023
Brian Dutil		12/31/2025
Helen Haun		12/31/2027
<b>Right To Know/Open Records Officer</b>		
Michael Walsh		
<b>Planning Commission</b>	4-Year Term	
A. James Scanzillo		12/31/2022
Kristen Ives		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
<b>Office of Fire Marshal</b>	1-Year Term	
Randal Teschner, Fire Marshal		
<b>Office of Emergency Preparedness</b>	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	

<b>Safety Committee</b>	1-Year Term	
Matt West		
Richard Clowser		
Randal Teschner		
Ryan Cressman		
William B. Jones		
MaryBeth McCabe		
<b>Building Code Board of Appeals</b>	3-Year Term	
Roman Jastrzebski		12/31/2022
Eric Van Reed		12/31/2023
Thomas Gockowski		12/31/2024
<b>Park and Recreation Board**</b>	5-Year Term	
Charles Maeyer		12/31/2022
James Bender		12/31/2023
Renee Steskal		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		
<b>Park and Recreation Advisory Committee</b>	1-Year Term	
<i>(Subcommittee of Park and Recreation Board)</i>		
Ashton Bender		
Mary Margaret Briggs		
Kathleen Dutil		
Brooke Newborn		

\*\* 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
------------	------------

**Chal-Brit Regional EMS**

Holly Pulido	5-Year Term	12/31/2025
--------------	-------------	------------

**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  
VACANT

**Capital Planning Committee**

Greg Hood  
MaryBeth McCabe  
Fred Schea  
Matt West  
Michael Walsh

1-Year Term  
John Bates  
Chief Clowser  
Ryan Cresman  
Chelle Clancey

**Board Liaisons**

Administration  
Police Department  
Planning Commission  
Public Works  
Fire/Ambulance Services  
Park & Rec, Special Projects  
Sewer Planning  
Bucks TMA  
Bucks County Consortium  
PSATS Voting Delegate  
BCATO Voting Delegate  
Doylestown Bike & Hike Committee

Board Chair  
William B. Jones, III  
Stephanie Shortall  
MaryBeth McCabe  
Gregory T. Hood  
Cynthia M. Jones  
Greg Hood  
Cynthia M. Jones  
Matt West  
William B. Jones, III  
William B. Jones, III  
Cynthia M. Jones

**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.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**RESOLUTION NO. 2022-04**

**Resolved this 28th Day of February, 2022.**

**NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS**

\_\_\_\_\_  
Gregory T. Hood, Chair

\_\_\_\_\_  
William B. Jones, III, Vice Chair

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

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

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

ATTEST:

\_\_\_\_\_  
Matt West, Manager/Secretary



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

**BOARD MOTION**

**Date:** February 28, 2022

**I MOVE THAT: The Board approve the hiring of Aspirant Consulting Group as a Policy and Accreditation Consultant for the New Britain Township Police Department, per the attachments.**

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

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



# MEMO

---

**TO:** Board of Supervisors  
**FROM:** Chief Clowser  
**DATE:** February 7, 2022  
**RE:** Policy and Accreditation Consultant

---

Policy and procedures drive the operations of any professional agency. The nature of police work requires the most comprehensive and relevant policies to consistently improve operational efficiency and overall performance.

It is the aspiration of the New Britain Township Police Department to modernize existing policy and standards to the highest professional level to provide world class service to the community. The goal for NBTPD is to obtain accredited status through the Pennsylvania Chiefs of Police Association. The department is dedicated to achieving this goal, however, giving due consideration to community needs, manpower, skillset, and the operational readiness of the department, we believe this pursuit will be best accomplished with the use of a professional consultant group that specializes in law enforcement accreditation. The use of a consultant for accreditation is fiscally conservative when compared to using existing staff, provides access to experience and credentialed professionals, and management oversight of the project.

Aspirant Consulting Group has been identified as the police department's recommended consultant for policy development and accreditation. Upon review of other consultants, Aspirant provides a unique professional personalized service that other consultant companies do not offer. They have a team of dedicated proven professionals that have successfully assisted police agencies in the area like NBTPD to obtain and maintain accreditation status. Their process and format for policies is clearer to understand than what other consultants have offered. Aspirant has also been the most responsive to the department's requests.

The Township has received a grant for \$34,900 through Pennsylvania Commission on Crime and Delinquency (PCCD) to be utilized for policy development and accreditation. The 2022 police budget includes \$24,000 for policy development.

## **STAFF RECOMMENDATION:**

Approve a motion to accept Aspirant Consulting Group's proposal for Policy Manual Development and Department Accreditation Preparation.



PLEAC ACCREDITATION

# PROPOSAL

PREPARED FOR CHIEF:  
RICHARD CLOWSER



PROPOSED BY:

**ASPIRANT CONSULTING GROUP, LLC**



ASPIRANT CONSULTING GROUP  
EMPOWERING SUCCESSFUL PUBLIC SAFETY STRATEGIES

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# About Us

We started Aspirant Consulting Group with the goal of helping Pennsylvania Law Enforcement agencies attain accreditation. From our experience as law enforcement officers, accreditation managers, and state assessors, we see not only the value of accreditation, but also understand the process. It is this understanding and experience we deliver to help you achieve your goals.

We are not offering just a product or a service, but we are looking to build a relationship with your agency which allows us to create the tools and resources your men and woman need to serve your community.

The best way to learn more about us is to contact some of the agencies we have worked with and ask them; find out first hand what we can deliver.

# Our Mission

At Aspirant Consulting Group our mission is to empower our clients to implement successful public safety strategies through a customer focused approach.

We recognize that every agency is different. The communities you serve are different. Your needs are different. We want to learn about these differences, adapt what we do in response, and make a product that meets your needs.

As public servants ourselves, we truly understand the implications the policies and procedures we develop have for line personnel, supervisors, and command alike.



# Accomplish Your Mission

At Aspirant Consulting Group, we pride ourselves on being a comprehensive resource for agencies seeking contemporary solutions to the ever-changing challenges they face. We provide the insight and framework to objectively analyze your agency's policies and procedures, identifying areas of strength and points of improvement, and create a framework to ensure improved operational efficiency. Thereby allowing you to accomplish your department's mission while maintaining your resources where they are needed, serving the public.

## Why Aspirant?

- Cost-Effective - We provide a cost-effective way to achieve accredited status. The cost for contracting our services is a fraction of the cost to do it with existing department staff.
- Experience - Our team is comprised of experienced professionals who have an established and verifiable record of success in assisting agencies in securing PLEAC accreditation. Like you, we are members of the PA Law Enforcement Community and appreciate the unique challenges you face.
- Staffing - Assigning staff to accreditation full-time is not operationally feasible for many agencies. We take on the brunt of the administrative tasks. Your staff will remain where they are needed, serving the public.
- Timeline - We eliminate the learning curve. Our timeline for achieving accreditation is generally 12-18 months.





# The Process

Accreditation is an on-going and time-proven process which assists law enforcement agencies evaluate and improve their overall performance. Accreditation programs are based upon established standards which are reflective of best practices in law enforcement.

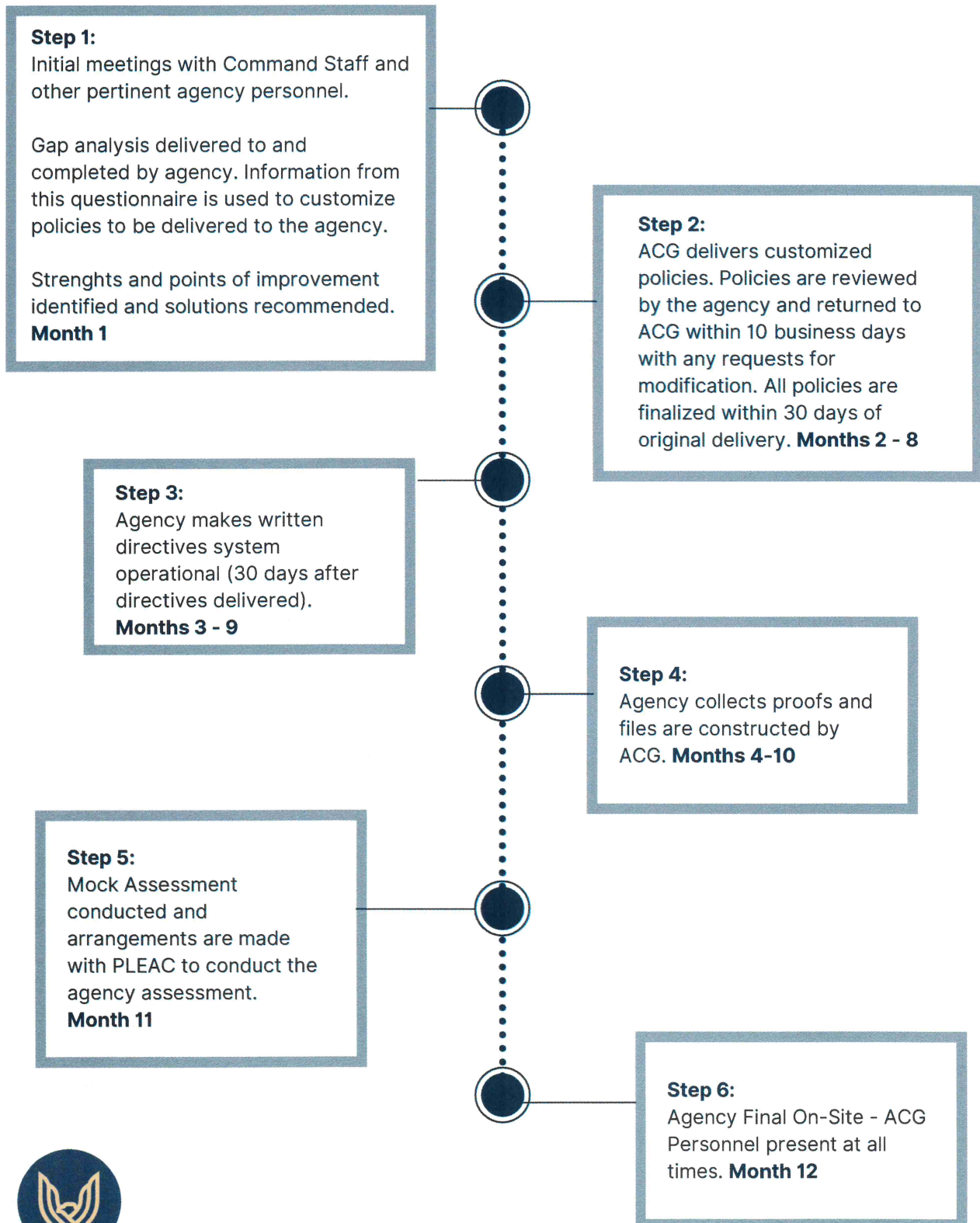
Our team will help you navigate the accreditation process by ensuring your agency's policies are in line with current standards, best practices and assisting you with demonstrating proofs of compliance.

Our services are all encompassing, including:

- Direct oversight and mentorship through the process of securing PLEAC Accreditation for your agency by meeting all of the program's current standards;
- The complete update or rewrite of the agency's written directive system to make your policies and procedures compliant with the law, best practices, and the standards required for PLEAC Accreditation;
  - This includes the creation of a comprehensive policy manual with policies supplied to, or developed in collaboration with the agency;
- Oversight of the processes necessary to assemble the proofs of compliance;
- File construction in PowerDMS; and
- Representation from a member of Aspirant Consulting Group during your on-site assessments.



# Timeline



# Agency Responsibilities

- The agency must assign PART TIME and maintain with consistency, a member of the agency as the “Accreditation Manager” who will work with the consultant to secure PLEAC Accreditation by assembling proofs of compliance with the oversight of the consultant.
- It is the responsibility of the agency to ensure that its members operationalize the policies and procedures that the agency will be revising and adopting with the assistance of the consultant in order to secure PLEAC Accreditation.
- The agency must regularly make available to the consultant the necessary subject matter experts and command-level staff to ensure that the policy being developed by the consultant reflects the procedures of the agency.
- It is the agency’s responsibility to ensure that the policies and procedures being revised and adopted with the assistance of the consultant are distributed in a timely manner to every member of the agency.
- The command-level review of the policies and procedures that the agency will be revising and adopting with the assistance of the consultant in order to secure PLEAC Accreditation must be conducted in a timely manner and in accordance with the implementation plan so as to ensure that this project can be executed within the time allotted.





# Costs

## SAVE TIME AND MONEY

Let ACG do the heavy lifting, so you and your officers can get back to work.

### **Initial Accreditation Consultation Assistance: \$34,900**

Fee Includes:

- The complete update or rewrite of the agency's written directive system to make them compliant with the law, best practices, and the standards required for PLEAC Accreditation;
- Oversight of the processes necessary to assemble the proofs of compliance;
- File construction in PowerDMS; and
- Representation from a ACG member during on-site assessments.
- Completed in 12 to 15 months.

**Payable in 12 monthly payments of \$2,908.33.**

### **Annual Maintenance Fee: \$12,500** (Optional for PLEAC reaccreditation)

After attaining initial accreditation, an annual maintenance fee of \$12,500 will be assessed for agencies who choose to continue contracting with TRG. This fee includes:

- Maintenance and proactive auditing of agency's policy manual to make them compliant with the new laws, changes in best practices, and any PLEAC standard updates;
- Oversight of the processes necessary to assemble the proofs of compliance;
- File construction in PowerDMS; and
- Representation from a ACG member during on-site assessments.

**Payable in 12 monthly payments of \$1,041.67.**

Initial accreditation is designed to be completed within 12-15 months in exchange for the fee detailed above. In the event additional time is required, ACG reserves the right to charge the agency \$500 per month after the conclusion of 15 months for each additional month our services are necessary and requested to complete program requirements.





# Our Team for your Project

## **Madeline Lewis**

Madeline is a patrol officer with the Lower Merion Township Police Department in Montgomery County, PA. During her tenure, she has been assigned to the Department's Patrol Division, Auxiliary Services Unit, Investigations Unit, and Staff and Inspections Unit. She has served as agency Accreditation Manager since 2016. As Accreditation Manager her tasks include overseeing both state accreditation (PLEAC) and CALEA accreditation programs, updating policies to ensure compliance with standards changes and best practices, and the development and implementation of required trainings. In addition to accreditation Ofc. Lewis acts at the Department's grant writer/coordinator, is a certified physical fitness instructor, and is a member of the Department's Hostage Negotiations Team. Ofc. Lewis has received training as both an Accreditation Manager and Accreditation Assessor. She has performed numerous mock assessments and has been an Assessor for the Pennsylvania Law Enforcement Accreditation Commission of the Pennsylvania Chiefs of Police Association. She holds a Bachelor of Arts degree in History from West Chester University of Pennsylvania and a Master of Arts in Organizational Leadership from the University of Valley Forge.



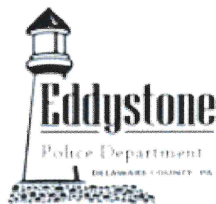
# Our Team for your Project

## **John String**

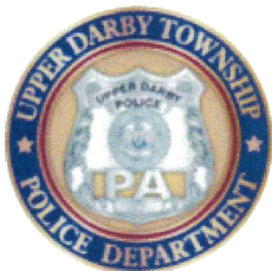
John is a Lieutenant with the Lower Merion Township Police Department in Montgomery County, PA. He is currently assigned to the Department's Patrol Division as a Watch Commander and held previous positions with the Departments Staff and Inspections Unit, Canine Unit, and served as a Field Training Officer. He is a graduate of Northwestern University's School of Police Staff and Command, completed FBI-LEEDA's supervisor and command level training, Penn State University's POSIT course, and several additional leadership and liability training courses. In 2016 he was trained as an accreditation manager and then as an assessor in 2017. While assigned to the Department's Staff and Inspections Unit he supervised the Department's PLEAC and CALEA reaccreditations. John holds a Bachelor of Science degree in Aeronautical Science from Embry-Riddle Aeronautical University and is currently pursuing a Master of Arts in Public Administration from Arkansas State University.



# We Know Pennsylvania



We have had the pleasure of working with some of the finest men and women in Pennsylvania's law enforcement community. The agencies we've worked with range, from District Attorney's Offices to Sheriff's Offices, to local police departments spanning a few officers to hundreds of officers.



Some are located in urban districts, others in suburban areas and yet others serve rural communities. The challenges they face are unique, each agency's culture is unique, and we have taken pride in developing policies and procedures that reflect each agency's distinct goals.

**Aspirant Consulting Group, LLC**

P.O. Box 151  
Westtown, PA 19395 US  
610.348.8082  
info@aspirantllc.com  
www.aspirantllc.com

**Quote**



ADDRESS
Chief Richard Clowser New Britain Township Police Department 207 Park Avenue Chalfont, PA 18914

QUOTE #	DATE	EXPIRATION DATE
22001	01/12/2022	04/12/2022

DATE	SERVICE	AMOUNT
01/12/2022	Policy Manual Development and Department Accreditation Preparation	34,900.00

Please find your estimate details enclosed. Please refer to proposal for scope of work. Feel free to contact us if you have any questions. We look forward to working with you.

TOTAL

**\$34,900.00**

Accepted By

Accepted Date



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

**BOARD MOTION**

**Date:** February 28, 2022

**I MOVE THAT:** The adopt Resolution #2022-05: Planning Module for the Garton Tract, per the attachments.

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

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





COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF CLEAN WATER

**Resolution #2022-05**  
**TRANSMITTAL LETTER**  
**FOR SEWAGE FACILITIES PLANNING MODULE**

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) USE ONLY				
DEP CODE #	CLIENT ID #	SITE ID #	APS ID #	AUTH. ID #

TO: Approving Agency (DEP or delegated local agency)  
Pennsylvania Department of Environmental Protection  
2 East Main Street  
Norristown, PA 19401

Date \_\_\_\_\_

Dear Sir/Madam:

Attached please find a completed sewage facilities planning module prepared by Erk Garton, P.E. (Name)

Vice President (Title) for Garton Tract (Name)

a subdivision, commercial, or industrial facility located in \_\_\_\_\_

Township of New Britain, Bucks County, (City, Borough, Township)

**Check one**

(i) The planning module, as prepared and submitted by the applicant, is approved by the municipality as a proposed  revision  supplement for new land development to its Official Sewage Facilities Plan (Official Plan), and is  adopted for submission to DEP  transmitted to the delegated LA for approval in accordance with the requirements of 25 Pa. Code Chapter 71 and the Pennsylvania Sewage Facilities Act (35 P.S. §750),

OR

(ii) The planning module will not be approved by the municipality as a proposed revision or supplement for new land development to its Official Plan because the project described therein is unacceptable for the reason(s) checked below:

**Check Boxes**

Additional studies are being performed by or on behalf of this municipality which may have an effect on the planning module as prepared and submitted by the applicant. Attached hereto is the scope of services to be performed and the time schedule for completion of said studies.

The planning module as submitted by the applicant fails to meet limitations imposed by other laws or ordinances, officially adopted comprehensive plans and/or environmental plans (e.g., zoning, land use, 25 Pa. Code Chapter 71). Specific reference or applicable segments of such laws or plans are attached hereto.

Other (attach additional sheet giving specifics).

*Municipal Secretary: Indicate below by checking appropriate boxes which components are being transmitted to the approving agency.*

- Resolution of Adoption
- Module Completeness Checklist
- 2 Individual and Community Onlot Disposal of Sewage
- 3 Sewage Collection/Treatment Facilities
- 3s Small Flow Treatment Facilities
- 4A Municipal Planning Agency Review
- 4B County Planning Agency Review
- 4C County or Joint Health Department Review

Matt West

Municipal Secretary (print)

Signature

Date



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

### Completeness Checklist

The individual completing the component should use the checklist below to assure that all items are included in the module package. The municipality should confirm that the required items have been included within 10 days of receipt, and if complete, sign and date the checklist.

#### Sewage Collection and Treatment Facilities

- Name and Address of land development project.
- U.S.G.S. 7.5 minute topographic map with development area plotted.
- Project Narrative.
- Letter from water company (if applicable).
- Alternative Analysis Narrative.
- Details of chosen financial assurance method. *N/A*
- Proof of Public Notification (if applicable). *N/A*
- Name of existing collection and conveyance facilities.
- Name and NPDES number of existing treatment facility to serve proposed development.
- Plot plan of project with required information.
- Total sewage flows to facilities table.
- Signature of existing collection and/or conveyance Chapter 94 report preparer.
- Signature of existing treatment facility Chapter 94 report preparer.
- Letter granting allocation to project (if applicable).
- Signature acknowledging False Swearing Statement.
- Completed Component 4 (Planning Agency Review) for each existing planning agency and health department.
- Information on selected treatment and disposal option.
- Permeability information (if applicable). *N/A*
- Preliminary hydrogeology (if applicable). *N/A*
- Detailed hydrogeology (if applicable). *N/A*

#### Municipal Action

- Component 3 (Sewage Collection and Treatment Facilities).
- Component 4 (Planning Agency Comments and Responses).
- Proof of Public Notification.
- Long-term operation and maintenance option selection.
- Comments, and responses to comments generated by public notification.
- Transmittal Letter

---

Signature of Municipal Official

---

Date submittal determined complete



DEP Code No.  
1-09932-280-3J

## RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of New Britain  
(TOWNSHIP) (BOROUGH) (CITY), Bucks COUNTY, PENNSYLVANIA (hereinafter "the municipality").

**WHEREAS** Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

**WHEREAS** Craig & Veronica Garton has proposed the development of a parcel of land identified as  
land developer

Garton Tract, and described in the attached Sewage Facilities Planning Module, and  
name of subdivision

proposes that such subdivision be served by: (check all that apply),  sewer tap-ins,  sewer extension,  new treatment facility,  individual onlot systems,  community onlot systems,  spray irrigation,  retaining tanks,  other, (please specify). The proposed new residential lot will connect to the Chalfont-New Britian Joint Sewer Authority system.

**WHEREAS**, New Britian Township finds that the subdivision described in the attached  
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

**NOW, THEREFORE, BE IT RESOLVED** that the (Supervisors) (Commissioners) (Councilmen) of the (Township) (Borough) (City) of New Britain hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I \_\_\_\_\_, Secretary, Matt West  
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # \_\_\_\_\_, adopted, \_\_\_\_\_, 2022.

Municipal Address:

New Britain Township  
207 Park Avenue  
Chalfont, PA 18914  
Telephone 215-822-1391

Seal of  
Governing Body





COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF CLEAN WATER

DEP Code #:  
1-09932-280-3J

**SEWAGE FACILITIES PLANNING MODULE  
COMPONENT 4A - MUNICIPAL PLANNING AGENCY REVIEW**

**Note to Project Sponsor:** To expedite the review of your proposal, one copy of your completed planning module package and one copy of this *Planning Agency Review Component* should be sent to the local municipal planning agency for their comments.

**SECTION A. PROJECT NAME** (See Section A of instructions)

Project Name  
Garton Tract

**SECTION B. REVIEW SCHEDULE** (See Section B of instructions)

1. Date plan received by municipal planning agency 1/26/2022
2. Date review completed by agency 2/22/2022

**SECTION C. AGENCY REVIEW** (See Section C of instructions)

- | Yes                                 | No                                  |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 1. Is there a municipal comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101, <i>et seq.</i> )?               |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 2. Is this proposal consistent with the comprehensive plan for land use?<br>If no, describe the inconsistencies _____                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 3. Is this proposal consistent with the use, development, and protection of water resources?<br>If no, describe the inconsistencies _____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 4. Is this proposal consistent with municipal land use planning relative to Prime Agricultural Land Preservation?                         |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 5. Does this project propose encroachments, obstructions, or dams that will affect wetlands?<br>If yes, describe impacts _____            |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 6. Will any known historical or archaeological resources be impacted by this project?<br>If yes, describe impacts _____                   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 7. Will any known endangered or threatened species of plant or animal be impacted by this project?<br>If yes, describe impacts _____      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 8. Is there a municipal zoning ordinance?   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 9. Is this proposal consistent with the ordinance?<br>If no, describe the inconsistencies _____   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 10. Does the proposal require a change or variance to an existing comprehensive plan or zoning ordinance?                                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 11. Have all applicable zoning approvals been obtained?   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 12. Is there a municipal subdivision and land development ordinance?  |

**SECTION C. AGENCY REVIEW (continued)**

- | Yes                                 | No                                  |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 13. Is this proposal consistent with the ordinance?<br>If no, describe the inconsistencies _____   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 14. Is this plan consistent with the municipal Official Sewage Facilities Plan?<br>If no, describe the inconsistencies _____                               |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality?<br>If yes, describe _____ |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | If yes, is the proposed waiver consistent with applicable ordinances?<br>If no, describe the inconsistencies _____   |

17. Name, title and signature of planning agency staff member completing this section:

Name: Marco Tustanowsky

Title: Planning Commission Chairperson

Signature: 

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

Name of Municipal Planning Agency: New Britain Township Planning Commission

Address: 207 Park Avenue, Chalfont, PA 18914

Telephone Number: 215-822-1391

**SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)**

This component does not limit municipal planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The planning agency must complete this component within 60 days.

This component and any additional comments are to be returned to the applicant.



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

**BOARD MOTION**

**Date:** February 28, 2022

**I MOVE THAT:** The Board authorize Township Finance Director John Bates to attend the Annual GFOA Conference.

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

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



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

**BOARD MOTION**

**Date:** February 28, 2022

**I MOVE THAT:** The Board approve design and construction of the Neshaminy Greenway Trail on 1606 Upper State Road, per the attachments.

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

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



# MEMO

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**TO:** Board of Supervisors  
**FROM:** Township Staff  
**DATE:** February 24, 2022  
**RE:** Coleman Property – Neshaminy Greenway Trail

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The Neshaminy Greenway Trail is regionally significant in Bucks County identified by the Circuit Trail network as a Priority 2 regional greenway trail. New Britain Township is seeking to close a 3/4-mile gap in the trail. The gap in the Neshaminy Greenway Trail prevents New Britain Township and four neighboring municipalities, Chalfont Borough, New Britain Borough, Doylestown Borough, and Doylestown Township, from creating a bicycle/pedestrian-friendly regional community, connecting two major town centers, numerous municipal and county parks, and multiple public transportation hubs.

Township staff has been able to obtain two significant grants to fund the design and construction of the trail in the amount of \$365,000. The proposed work by Michael Baker International and Gilmore & Associates will result in the final design of the trail, bidding the project, and the eventual construction and completion of the Neshaminy Greenway Trail.

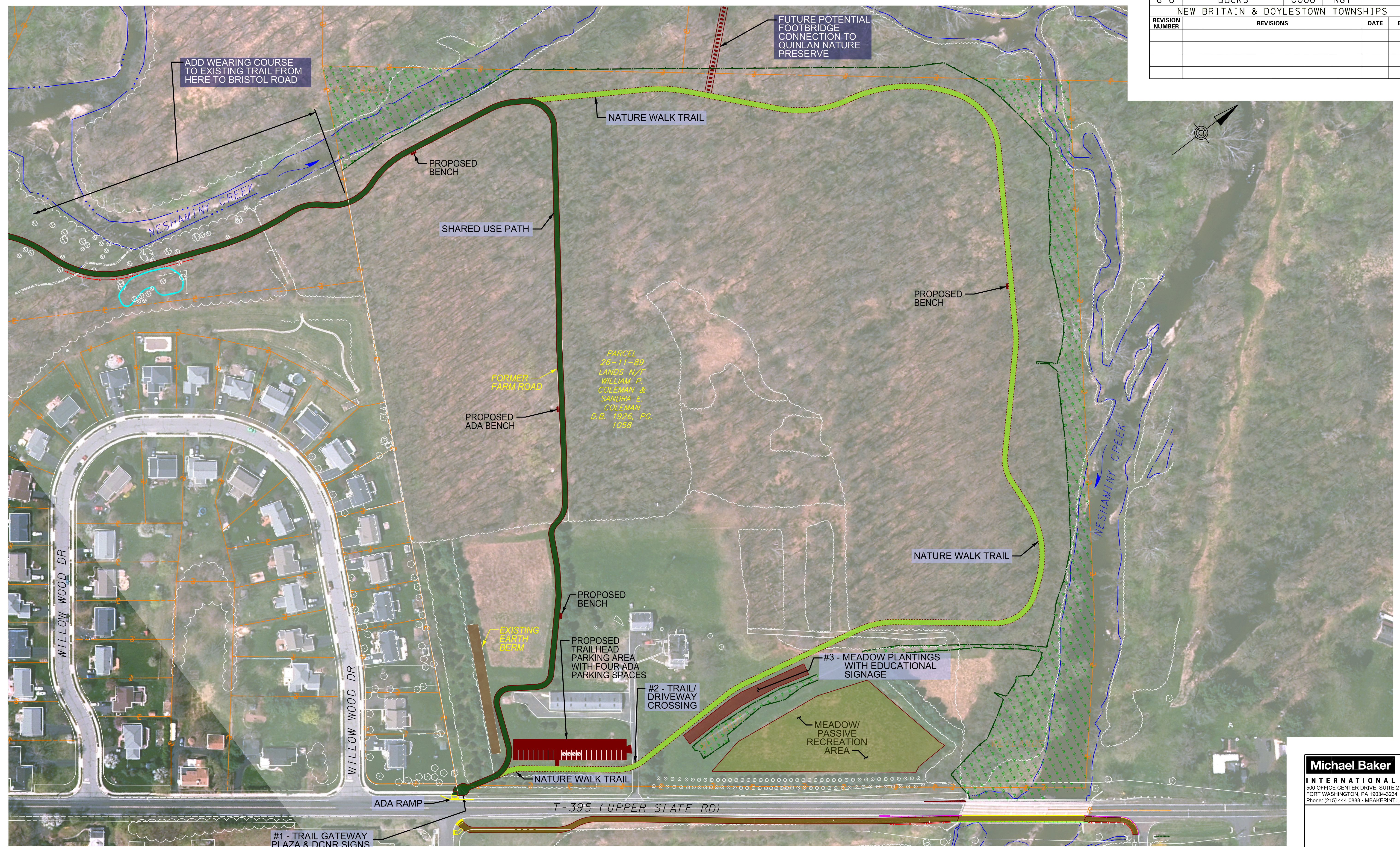
**Staff Recommendation:**

Township staff recommends the Board of Supervisors approve and authorize Township staff, Michael Baker, and Gilmore & Associates to proceed with design and construction of the Neshaminy Greenway Trail, per the attachments.



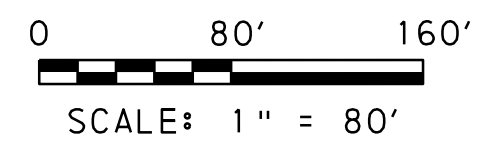
E: 139780 Ne i T i P e 3 P P Le e U e S e P e e i NT3 LUS C e P e 01-FEB-2021

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	BUCKS	0000	NGT	
NEW BRITAIN & DOYLESTOWN TOWNSHIPS				
REVISION NUMBER	REVISIONS	DATE	BY	



**LEGEND:**

<span style="display: inline-block; width: 20px; height: 10px; background-color: #006400; border: 1px solid black;"></span> PROPOSED SHARED USE PATH	<span style="display: inline-block; width: 20px; height: 10px; background-color: #90EE90; border: 1px solid black;"></span> PROPOSED NATURE WALK TRAIL
<span style="display: inline-block; width: 20px; height: 10px; background-color: #8B4513; border: 1px solid black;"></span> EXISTING SHARED USE PATH	



**NESHAMINY GREENWAY TRAIL**

**Michael Baker INTERNATIONAL**  
500 OFFICE CENTER DRIVE, SUITE 210,  
FORT WASHINGTON, PA 19034-3234  
Phone: (215) 444-0888 · MBAKERINTL.COM



**Michael Baker**

**I N T E R N A T I O N A L**

January 21, 2022

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

RE: Neshaminy Creek Greenway (Coleman Property to Upper State Rd) – Engineering Services Agreement

Dear Mr. West,

Michael Baker International, Inc. (Michael Baker) is pleased to submit the attached technical and price proposal for your review and acceptance. This proposal includes the following:

1. Exhibit A - Technical Proposal (Scope of Work)
2. Exhibit B - Price Proposal

Michael Baker agrees to perform the professional services as described in Exhibit A for a lump sum fee of \$86,731 (see Exhibit B). The maximum duration for this contract is 24 months from execution. Please note that the design of this project is partial funded through DCNR and DVRPC Regional Trail Program grants.

If you have any questions, please do not hesitate to contact me directly at (215) 528-7072. If you find this proposal acceptable, please execute signatures on page 5 of 7 of the attached agreement and return a pdf to our office. We will then sign and send a fully executed agreement to your office. We start work on execution of the agreement. We look forward to continuing to work with the Township on this project!

Sincerely,

**MICHAEL BAKER INTERNATIONAL, INC.**



Chris Stanford, P.E., PMP, AICP  
Project Manager

**Client Agreement**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between Michael Baker International, Inc. (hereinafter "**MICHAEL BAKER**") with offices at 500 Office Center Drive, Suite 210, Fort Washington, PA 19034, and \_\_\_\_\_ New Britain Township (hereinafter, "**CLIENT**"), a Pennsylvania municipality with offices at 207 Park Avenue / Chalfont, Pa 18914.

**WHEREAS**, the **CLIENT** is in the business of municipal government, and desires **MICHAEL BAKER** to perform certain technical services.

**WHEREAS**, **MICHAEL BAKER** is in the business of providing engineering and technical services and desires to perform such services for **CLIENT**.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK.** **MICHAEL BAKER** shall perform such engineering and technical services as are described in the attached Exhibit "A", including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, "Work").
2. **STANDARD OF CARE.** The standard of care applicable to **MICHAEL BAKER's** services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.
3. **COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **MICHAEL BAKER** for the Work in such manner as described in the attached Exhibit B, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, the "Payment Terms"). Partial payments for the Work shall be made monthly by the **CLIENT** to **MICHAEL BAKER** based on invoices submitted by **MICHAEL BAKER**.
4. **ESTIMATES.** Any estimates provided for cost of construction, financing, and acquisition of land and right-of-ways shall be made in accordance with good engineering practice and procedure. It is understood, however, that **MICHAEL BAKER** has no control over construction costs, competitive bidding and market conditions, nor over costs of financing, acquisition of land or right-of-ways, and **MICHAEL BAKER** does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors' bids.
5. **CONSTRUCTION MEANS AND METHODS.** **MICHAEL BAKER** shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.



6. **COMPLIANCE WITH LAWS.** **MICHAEL BAKER** shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.
7. **ASSIGNMENT BY CLIENT.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **CLIENT**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **CLIENT**, by operation of law or otherwise, without the express prior written consent of **MICHAEL BAKER** which consent shall not be unreasonably withheld.
8. **ASSIGNMENT BY MICHAEL BAKER.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **MICHAEL BAKER**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **MICHAEL BAKER**, by operation of law or otherwise, without the express prior written consent of **CLIENT** which consent shall not be unreasonably withheld.
9. **INSPECTION OF THE WORK.** **MICHAEL BAKER** shall grant **CLIENT** access at all reasonable times to **MICHAEL BAKER's** facilities where the work under this Agreement is being performed.
10. **CHANGES.** The **CLIENT** may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. **MICHAEL BAKER** shall perform such changes to the Work as directed by the **CLIENT** in writing and shall be paid as agreed to between the **CLIENT** and **MICHAEL BAKER**.
11. **SUSPENSION OR TERMINATION.** In the event that the Work is terminated or suspended by the **CLIENT** prior to its completion, **MICHAEL BAKER** shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable profit and termination costs.
12. **DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.
13. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the **CLIENT** agrees to limit **MICHAEL BAKER's** liability to the **CLIENT** and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to **MICHAEL BAKER's** negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of **MICHAEL BAKER** to all those named shall not exceed \$50,000 or the total fee for **MICHAEL BAKER's** services rendered in the project, whichever is greater.

14. **WAIVER OF CONSEQUENTIAL DAMAGES.** In no event shall either **MICHAEL BAKER** or the **CLIENT** have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

15. **INSURANCE.** Unless otherwise required in this Agreement, the **CLIENT** and **MICHAEL BAKER** shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:

Worker's Compensation	Statutorily required amounts
Employer's Liability	\$1,000,000 Bodily Injury by Accident (Each occurrence) \$1,000,000 Bodily Injury by Disease (Policy Limit) \$1,000,000 Bodily Injury by Disease (Each Person)
Comprehensive General Liability	\$1,000,000 Each Occurrence for bodily injury and property damage \$1,000,000 Products/ Completed Operations Aggregate \$1,000,000 General Aggregate over all interests
Comprehensive Automotive Liability	\$1,000,000 Bodily Injury \$1,000,000 Property Damage (including coverage for owned, non-owned and hired vehicles)
Professional Liability	\$1,000,000 (Each claim)

16. **INDEPENDENT CONTRACTOR.** **MICHAEL BAKER** acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of **CLIENT** or any of its affiliates.

17. **PUBLIC ANNOUNCEMENTS.** No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by either party without the prior written approval of the other party.

18. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.
19. **HEADINGS.** Headings in this Agreement are for convenience only, and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
20. **GOVERNING LAWS.** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its choice of law provisions.
21. **SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement.
- |             |                          |
|-------------|--------------------------|
| Exhibit "A" | Scope of Work            |
| Exhibit "B" | Compensation and Payment |
22. **ENTIRE AGREEMENT.** This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.
23. **FORCE MAJEURE.** In no event shall either **MICHAEL BAKER** or the **CLIENT** have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.
24. **REUSE OF WORK PRODUCT.** Any reuse of **MICHAEL BAKER**'s work product without written verification or adaptation by **MICHAEL BAKER** will be at the **CLIENT**'s own risk and without liability or legal exposure to **MICHAEL BAKER**. The **CLIENT** shall indemnify and hold harmless **MICHAEL BAKER** from all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle **MICHAEL BAKER** to further compensation at rates to be agreed upon by the **CLIENT** and **MICHAEL BAKER**.
25. **OBLIGATION OF GOOD FAITH, FAIR DEALINGS AND MITIGATION OF DAMAGES.** This Agreement imposes an obligation of good faith, fair dealings and the mitigation of damages among the parties in all matters relating to this Agreement. Good faith, for this purpose, includes honesty in fact and the observance of reasonable commercial standards of fair dealings and in the mitigation of damages even in situations where a decision is left to the sole discretion of a single party.

26. **INVENTIONS AND PATENTS.** Inventions conceived solely by employees of **CLIENT** shall belong exclusively to **CLIENT**. Inventions conceived solely by employees of **MICHAEL BAKER** shall belong exclusively to **MICHAEL BAKER**. Inventions conceived jointly by the parties hereto in the course of work called for by this Agreement shall be subject to further agreement of the parties so as to properly recognize each party's respective rights in such joint inventions.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

**WITNESS:**

Chris Stanford

**Michael Baker International, Inc**

Eric D. Frary

Name: Eric D. Frary, P.E.

Title: Senior Vice President

**WITNESS:**

\_\_\_\_\_

**New Britain Township**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**Scope of Work**

**Scope of Work**  
**Neshaminy Creek Trail (Coleman Property to Upper State Road)**  
**Engineering, Construction Plans and Permitting**  
**3-8-21**

### **Overview**

This project is the development of engineering, construction plans and required permits for a portion of the Neshaminy Creek Trail on the former Coleman property from the Neshaminy Creek to Upper State Road. The length of the paved trail is approximately 0.5 miles. The length of the unpaved nature trail is approximately 0.6 miles. DCNR funding and approval process will be utilized.

### **Critical Assumptions**

1. DCNR construction funding, plan format and approval process are assumed for this scope. No PennDOT reviews are assumed.
2. NPDES permit and Post Construction Stormwater Management Plans are not required.
3. No pedestrian scale lighting plans are required.
4. Any available construction plans, survey data, CADD files, mapping and other existing information will be provided to Michael Baker at no cost.
5. No PennDOT HOP is required.
6. No PennDOT CEE (National Environmental Policy Act (NEPA) documentation) required.
7. No easement plans required.
8. One PADEP/ACOE Joint Permit for Small Project Waterway Obstruction required. All wetlands will be avoided.
9. No road crossings.
10. Existing utilities will be avoided. No utility relocation is required
11. No construction phase services are required
12. One bid package is assumed. Bidding will use an online system such as PennBid or Twp. website.
13. No PennDOT style tab sheets are required
14. No geotechnical testing is included.

### **Task 1— Base Map**

Gilmore and Associates will provide field survey data for the trail alignment and available base mapping under their Township Engineer role. Effort for the Gilmore field survey is not included in this task. Michael Baker will create a base map for the project area based on the field survey and available base maps and aerial photos.

### **Task 2—Trail Construction Plans**

Michael Baker will prepare and assemble one (1) set of trail construction plans in accordance with DCNR standards for the paved shared use path and parking lot area. Detailed construction plans will not be prepared for the nature trail. Plans will be prepared at a scale of 1" = 25' on CAD Systems. The sheets prepared will include the following:

- Title Sheet/Location Map sheet (1)

- Typical Sections and General Notes (1)
- Detail Sheet(s) (1) for parking lot
- Plan Sheet(s) (4)

One overview plan will be prepared for the unpaved nature trail at 1"=100' scale.

Michael Baker will prepare the following plans indicated below:

- Typical sections must detail the baseline location, profile grade point, base course, pavement, shoulder and median widths, cross slopes, pavement types and depths.
- The trail construction plan (scale of 1" = 25') must show topography, centerline with calculated stations marked at 100 foot intervals, PC's, PT's, curve data, start and stop work stations, edge of pavement, shoulders, property owners and property lines, drives and accesses, and existing utilities. The detail plan will contain bar scales, north arrow, and any other relevant features.

#### **Drainage Design:**

Michael Baker assumes minor drainage improvements with cross pipes at isolated locations may be required as a result of trail construction. The pipe design will entail analyzing the existing drainage patterns in these areas to determine required pipe size. Michael Baker assumes that no modeling, routing, storage calculations, design of new orifices or control structures associated with any above ground or underground detention basins is required. The parking lot will include one infiltration trench/rain garden swale to mitigate stormwater runoff. This swale will utilize standard details from the DEP Stormwater BMP manual.

#### **Parking Area:**

We assume paving of the existing gravel parking area adjacent to the existing pole barn is included in the project. We will maximize the number of parking spots available within the gravel area. The limits of paving will be shown on a detail sheet for the parking lot.

#### **Quantities:**

Construction quantities will be computed for the construction cost estimate. Cost estimate will be prepared in excel format.

#### **Pre-Bid Review:**

We will submit the pre-final plans and bid specification to DCNR and to the Township for review and approval. The Final Plan submission will include one electronic pdf copy of the final plans and bid specification in word format. Michael Baker will provide an electronic copy of all approval letters, permits, specifications and final construction plans to the Township.

### **Task 3 - Erosion and Sediment Control Plan**

Michael Baker will prepare the Final Erosion and Sedimentation Control Plan and Narrative for review and approval by the Bucks County Conservation District and for inclusion in the contract documents. The Erosion and Sedimentation Control Plan and Narrative for this project will be prepared in accordance with DM2, Chapter 13; and the guidelines set forth in the Pennsylvania Department of Environmental Resources' publication Erosion and Sedimentation Control Program Manual, dated March 2013.

The plans and narrative will be prepared with specific and positive safeguards to minimize soil erosion and to protect any waterways from pollution by transported sediment. Both temporary and permanent erosion and sedimentation controls will be developed. Michael Baker assumes that area of earth disturbance beyond the PADEP Chapter 105 water obstruction and encroachment area (also known as the 100-year floodplain of Neshaminy Creek) will be less than one (1.0) acre. Therefore, Michael Baker assumes that a NPDES permit will not be required for this project.

Michael Baker will prepare the following as part of the E&S submission:

- Location map sheet (1)
- Detail sheet (1)
- E&S plans (5)
- E&S application
- E&S Narrative

The Township will be responsible for any permit fees.

## **Task 4 – Landscape Plans**

Michael Baker assumes one (1) landscape plan sheet for this project showing planting types, planting details and planting locations around the parking area and entrance to the trail off of Upper State Road.

## **Task 5 – Signing and Pavement Marking Plan**

Michael Baker assumes three (3) pavement marking and signing plan sheets for the following areas/needs:

- Parking lot (1)
- Upper State Road Trail entrance (1)
- Custom Sign detail sheet (1) for DCNR signs, Neshaminy Creek trail signs, wayfinding signs, etc.

Michael Baker will utilize our experience on numerous trail projects to develop the roadway signing and pavement marking plans for the project. All signs will be ground mounted directional, warning, regulatory, destination type signs. The plans will conform to the Manual on Uniform Traffic Control Devices, PennDOT Publication 68 (Subchapter K) and PennDOT Publication DM3. Michael Baker will calculate and tabulate quantities for each plan sheet and include them in the quantity tabulation for the project. Special provisions will be developed, as required, and submitted for approval. Development of interpretive signs for historic, education or cultural locations could be provided as an additional service. No interpretive signs are included in this scope of work.

## **Task 6 - Meetings**

The following meetings are assumed for this project:

- One (1) Kickoff meeting with DCNR/Township
- Four (4) Township Coordination Meetings/ Conf. calls
- One (1) pre-bid meeting
- One (1) pre-construction meeting

Michael Baker will prepare meeting notes for all of the above meetings as needed. Michael Baker will prepare agenda and handouts as required for the above meetings as part of this task.

## **Task 7 - Environmental Permits**

### **Wetland I&D**

Identification and delineation of wetland areas will be performed by Michael Baker utilizing the Routine Wetland Determination Methodology as detailed in the U.S. Army Corps of Engineers Wetland Delineation Manual (January 1987) and the Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and



Piedmont Region (2012). The manual and supplement present technical guidelines to identify wetlands and distinguishes them from aquatic habitats and non-wetlands. The boundaries of the project area wetlands will be identified utilizing the three-parameter approach of soil probes, vegetation identification, and evidence of hydrological sources. During the wetland identification and delineation process, a distinction between wetlands and waters of the United States will be made. The limits are then flagged for ease of visualization and to aid the field survey team. The wetlands will then be classified using the FWS publication entitled Classification of Wetlands and Deepwater Habitats of the United States (Cowardin et al., 1979).

Should regulated areas, waterways and wetlands, be identified on the project area, the regulated areas will be documented through the completion of a Wetland Data Form for each, which provides the basis for the determination. Representative photographs of each wetland will also be taken. A photo index will be provided indicating the location and direction of each photograph. A Wetland Identification and Delineation Letter-Report will then be prepared to document the investigation. The letter-report will contain location and soil mapping, project description, wetland types and descriptions, wetland flag points for each wetland area in tabular format, and site photographs.

Michael Baker assumes that any wetlands found will be avoided, and no wetland mitigation plans are required for the project.

### **PNDI**

A Pennsylvania Natural Diversity Index Environmental Project Review will be completed.

### **Environmental Permitting**

Michael Baker will prepare a Joint Application for a PADEP Chapter 105 Waterway Obstruction and Encroachment Permit and USACE Section 404 Permit, and the Pennsylvania State Programmatic General Permit -5 (PASPGP-5) Cumulative Impacts Project Screening Form. This proposed project will likely qualify under a Small Projects, Joint Permit Application (JPA). Completion of the aforementioned environmental studies work will be required and coordination with the resource agencies (PADEP & USACE) if necessary, to determine if a Small Projects JPA may be used. A Small Projects Application is used for those water obstructions and encroachments located in a stream or floodplain which will have an "insignificant impact" on safety and protection of life, health, property and the environment. As defined in Chapter 105, Insignificant Impacts generally include a small project that does not result an increase in local flood heights or patterns because the activity is small compared to the overall channel and/or floodplain size. A Small Projects JPA requires less information and technical data and the application fee is exempt because the Township is a governmental entity. The Small Projects Application will be used provided there are no impacts to wetlands.

Michael Baker will prepare the Standard JPA for construction of the trail in the floodplain, floodway, and crossings of Jordan Creek and its tributaries. Preparation of the permit application will include the following tasks:

1. Complete General Information form (GIF) and permit application
2. Letter from Applicant to Municipality and County to satisfy Acts 14, 67, 68 and 127 (with proof of notification)
3. Cultural Resource (Section 106) Documentation
4. PNDI Environmental Project Review (threatened and endangered species coordination)
5. Project narrative description
6. Representative color photographs of the site with a map showing photo location and orientation
7. Environmental Assessment (EA) form
8. Wetland Identification and Delineation (as stated under Environmental Services)

9. Phase 1 Bog Turtle habitat survey, if wetlands are present and may be affected by proposed project activities (includes direct and indirect impacts). However, PADEP, Northeast Regional Office (NERO) has required USFWS coordination because Lehigh County is a known county for bog turtle habitat.

Michael Baker assumes attendance at one (1) Pre-Application Meeting with PADEP, NERO & USACE for the permit associated with the proposed project.

The Township will be responsible for any permit fees.

### **Task 8 – Phase 1 Archaeology Survey**

Michael Baker's subconsultant, CHRS will perform this task as indicated in their attached scope of work.

### **Task 9 Utility Coordination**

No utility relocations are anticipated for the project and all utilities will be avoided. Michael Baker will make the PA ONE CALL, send copies of the construction plans to each company and request copies of as-built plans from each utility company in the project area. The facilities will be plotted on the plans to check for conflicts between the proposed work and the utilities. Michael Baker will forward the plans showing the utilities to each company for verification. No utility relocation design is included in this task.

### **Task 10 Cost Estimates**

Michael Baker will prepare a 50% and 100% cost estimate for the project. A 100% construction cost estimate will be completed before submission of the plan to DCNR and the Township for bidding.

### **Task 11 Project Management**

Michael Baker will manage, plan, schedule and coordinate the design activities included in this scope of work and direct activities of our subconsultants. This task also includes project documentation, invoice preparation, accounting, secretarial work and administrative functions performed by Officers, Department Heads and the Project Manager.

### **Task 12 Specifications and Bid Package**

Michael Baker will prepare one (1) bid specification document for the project. It is assumed that the project will be bid online through the Township website or other online bidding site. A technical specification will be prepared for the bid packages. Standard legal language will be prepared by the Township. Michael Baker will reference standard PennDOT specifications as much as possible. Special provision specifications will be prepared for any non-standard items. Michael Baker will prepare a bid form for the bid document listing the required construction items/quantities. Michael Baker will review the contractor bids, check contractor references and make a formal recommendation to the Township for selection of contractors for the project. DCNR bid requirements will also be included in the bid package.

All artifactual material recovered will be processed, inventoried, cataloged and analyzed. A maximum of 25 artifacts are anticipated to be processed and inventoried. If no archaeological sites are encountered a Negative Survey Finding (NSF) Form will be prepared. If an archaeological site is encountered, a Phase I Archaeological Survey Report will be prepared subsequent to the completion of the field work. This report will be prepared giving the details of the methodology and assumptions of the researchers, a brief background overview, the results of the research, analysis of the data collected, and recommendations. The report will be illustrated with maps, photographs, and drawings. The report will include a bibliography of references, and a catalog of the artifacts recovered. Draft copies of the report will be provided as electronic files. One electronic version of final report with associated shape files to be submitted through PA SHARE is anticipated.



SINCE 1981

# CHRS, Inc.

Historic  
Preservation  
Services

*Archaeology · Historic Preservation · Research*

January 6, 2022

Chris Stanford, P.E.  
Michael Baker Jr., Inc.  
201 Gibraltar Road, Suite 120  
Horsham, PA, 19044

RE: Phase I Archaeological Survey  
Neshaminy Greenway Project – Coleman Trail  
New Britain, Bucks County, PA

Dear Chris:

Enclosed please find our revised technical and price proposals for the above referenced project. Based on the information that you provided, it would appear that ground disturbances will only occur along the shared use path so we will include both paths in our survey but only do fieldwork on the shared use path. I reduced the background research task, the number of artifacts and assumed that at least part of the area to be tested will be disturbed and so fewer shovel tests. As I mentioned before, since it's not PennDOT and disturbance will not extend more than a foot below existing grade, geomorphology should not be necessary. The proposal assumes that the center line of the proposed shared use path will be flagged or staked prior to the archaeological fieldwork.

If you need any changes or have questions, please contact me.

Sincerely,

Kenneth J. Basalik, Ph.D.  
President – CHRS, Inc.

Q:\PROPOSAL\TECH\NESHAMINY02 - COLEMAN REVISED 01-06-22.DOC

707 N. Valley Forge Road, Suite 1A  
Lansdale, PA 19446-1954  
www.chrsinc.com

Tel.: 215-699-8006  
Fax: 215-699-8901  
Email: [kbasalik@chrsinc.com](mailto:kbasalik@chrsinc.com)



SINCE 1981

# CHRS, Inc.

Historic  
Preservation  
Services

*Archaeology · Historic Preservation · Research*

## TECHNICAL PROPOSAL

Phase I Archaeological Survey  
Neshaminy Greenway Project – Coleman Trail  
New Britain, Bucks County, Pennsylvania

### Introduction

Cultural Heritage Research Services, Inc. (CHRS) is pleased to present this proposal to provide cultural resources services in association with the Neshaminy Greenway project – Coleman Trail, New Britain, Bucks County, Pennsylvania. The scope of services to be provided by CHRS will consist of a variety of tasks and will be undertaken in accordance with state and federal mandates, which protect significant cultural resources such as historical and archaeological sites. Federal and state mandates for cultural resources protection include: the National Environmental Policy Act of 1969; the National Historic Preservation Act of 1966 (which includes the Section 106 review process); Executive Order 11593; the Archaeological and Historic Preservation Act of 1974; and the Commonwealth of Pennsylvania State Act No. 1978-273. This work will be performed in accordance with the Pennsylvania Historical and Museum Commission's (PHMC) "Cultural Resource Management in Pennsylvania: Guidelines for Archaeological Survey and Mitigation" (2017).

### Phase I Archaeological Survey.

The initial work for the Phase I archaeological survey will be background research. CHRS researchers will review historic maps and aerial photographs of the Area of Potential Effect (APE) in an effort to determine the potential for intact resources within or adjacent to the APE. Background research will be limited to the examination of historic maps and data from CRGIS. Subsequent to the collection of the background information a Phase I Archaeological fieldwork will be undertaken.

Because the limits of disturbance are anticipated to be less than 12 inches from the existing ground surface, geomorphological investigation are not anticipated. A portion of the trail will require no ground disturbing activities. No archaeological testing is anticipated in this portion of the trail.

The center line of the proposed shared use path will be flagged or staked by others prior to the archaeological fieldwork. The archaeological testing will consist of the excavation of 32 shovel test pits (STPs) STPs will be hand excavated in stratigraphical levels to a depth of approximately one foot below the surface. Any discovered artifactual material will be mapped as to location and distribution within the study area. All excavated soil will be screened through quarter-inch hardware cloth, and each unit will be carefully recorded, including stratigraphy and location. Measured test units are not anticipated to be needed.

Q:\PROPOSAL\TECH\NESHAMINY02 - COLEMAN REVISED 01-06-22.DOC

395 N. Cannon Ave.  
Lansdale, PA 19446  
www.chrsinc.com

Tel.: 215-699-8006  
Fax: 215-699-8901  
Email: kbasalik@chrsinc.com

All artifactual material recovered will be processed, inventoried, cataloged and analyzed. A maximum of 25 artifacts are anticipated to be processed and inventoried. If no archaeological sites are encountered a Negative Survey Finding (NSF) Form will be prepared. If an archaeological site is encountered, a Phase I Archaeological Survey Report will be prepared subsequent to the completion of the field work. This report will be prepared giving the details of the methodology and assumptions of the researchers, a brief background overview, the results of the research, analysis of the data collected, and recommendations. The report will be illustrated with maps, photographs, and drawings. The report will include a bibliography of references, and a catalog of the artifacts recovered. Draft copies of the report will be provided as electronic files. One electronic version of final report with associated shape files to be submitted through PA SHARE is anticipated.

**EXHIBIT B**  
**Compensation and Payment**

**The fixed fee amount for this contract is \$86,731. The project will be billed monthly based on a percent complete basis.**

**Price Proposal**

**Final Design and Permits for the  
Neshaminy Creek Greenway- Coleman Property to Upper State Road  
1-21-22**

Task No.	Task Description	Price/Task
1	Base Map	\$597
2	Trail Construction Plans	\$18,301
3	Erosion and Sediment Control Plans	\$10,085
4	Landscape Plans	\$1,611
5	Signing and Pavement Marking Plans	\$3,239
6	Meetings	\$3,020
7	Wetland ID & Environmental Permits	\$19,717
8	Phase 1 Archaeology Study(CHRS)	\$12,136
9	Utility Coordination	\$1,166
10	Cost Estimates	\$2,339
11	Project Management	\$4,399
12	Specifications and Bid Package	\$8,731
	Other Direct Costs	\$1,392
	<b>Total</b>	<b>\$86,731</b>





SINCE 1981

# CHRIS, Inc.

Historic  
Preservation  
Services

*Archaeology · Historic Preservation · Research*

## PRICE PROPOSAL

### Phase I Archaeological Survey Neshaminy Greenway Project – Coleman Trail New Britain, Bucks County, Pennsylvania

#### I. COST PROPOSAL SUMMARY

Total Direct Labor	\$ 3546.00
Overhead (205.774%)	<u>7296.75</u>
Subtotal Direct & Indirect Payroll	\$ 10,842.75
Net Fee (6.65%)	721.04
Direct Costs Other than Payroll	571.78
Direct Costs By Others	0.00
Escalation	<u>0.00</u>
<b>Total Cost</b>	<b>\$ 12,135.57</b>

Proposed Method of Payment Cost Plus Net Fee

Proposed Agreement Period 12 months

Total Estimated Man-hours 120  
(including sub-contractor)

Firm Name CHRIS, Inc.  
Firm Address 707 N. Valley Forge Road, Suite 1A  
Lansdale, PA 19446-1954

Federal I.D. Number 51-0259208

Contact Person Kenneth J. Basalik, Ph.D.  
Position President  
Telephone Number (215) 699-8006

Proposal prepared by Kenneth J. Basalik, Ph.D.

707 N. Valley Forge Rd., Suite 1A  
Lansdale, PA 19446-1954  
www.chrsinc.com

Tel.: 215-699-8006  
Fax: 215-699-8901  
Email: kbasalik@chrsinc.com

## II. LIST OF PERSONNEL

Project Personnel	Classification	Actual Rate	Average Rate
K. Basalik	Principal	\$ 36.00	\$ 36.00
T. Lewis	Senior Archaeologist	\$ 31.00	\$ 31.00
P. Ruth	Senior Historian	\$ 30.00	\$ 30.00
K. Quigg	Editorial	\$ 29.00	\$ 29.00
M. Rossi	Editorial II	\$ 21.25	\$ 21.25
M. Rouscher	Graphics	\$ 20.00	\$ 20.00
M. McDougall	Researcher I	\$ 24.00	\$ 24.00
C. Civello	Laboratory Director	\$ 24.00	\$ 24.00
A. Littman	Technician	\$ 22.00	\$ 22.00

### III. ESTIMATED COST OF DIRECT LABOR

#### Archaeology

Principal	40 hours	x	\$36.00 / hour	\$	1440.00
Senior Archaeologist	24 hours	x	\$31.00 / hour		744.00
Laboratory Director	6 hours	x	\$24.00 / hour		144.00
Technician	24 hours	x	\$22.00 / hour		528.00
Senior Historian	8 hours	x	\$30.00 / hour		240.00
Graphics	8 hours	x	\$20.00 / hour		160.00
Editorial	10 hours	x	\$29.00 / hour		290.00
Subtotal	120 hours				\$ 3546.00
<b>Total Direct Labor</b>	<b>120 hours</b>				<b>\$ 3546.00</b>

### IV. OVERHEAD

Our firm's latest approved FAR audited overhead (2020) is 205.774%.

**Overhead we will use for this project is 205.774%.**

### V. NET FEE

Direct Payroll Cost	\$	3546.00
Indirect Payroll	\$	7296.75
	\$	10,842.75
	x	6.65%
<b>Total Net Fee</b>	\$	<b>721.04</b>

### VI. DIRECT COSTS OTHER THAN PAYROLL

Food and Lodging	man days	#####	\$	0.00
Travel	268	miles	x \$ 0.585 / mile	156.78
Curatorial Fees (1 box @ \$350/box)				350.00
Tolls, Historical Society and Repository Fees				65.00
<b>Total Direct Costs Other than Payroll</b>				<b>\$ 571.78</b>

### VII. DIRECT COSTS BY OTHERS (none)

	\$	0.00
<b>Total Direct Costs by Others</b>	\$	<b>0.00</b>

## Stanford, Chris

---

**To:** Janene Marchand  
**Subject:** RE: EXTERNAL: RE: Coleman Survey request

---

**From:** Janene Marchand <jmarchand@gilmore-assoc.com>

**Sent:** Thursday, January 13, 2022 10:55 AM

**To:** Stanford, Chris <Cstanford@mbakerintl.com>

**Cc:** Matt West <mwest@newbritaintownship.org>; Michael Walsh <MWalsh@newbritaintownship.org>; Craig Kennard <ckennard@gilmore-assoc.com>; Brian Dusault <BDUSAULT@gilmore-assoc.com>

**Subject:** EXTERNAL: RE: Coleman Survey request

*Hello All,*

*Below is our estimate of survey and construction services related to the Coleman Trail. If upon review, it is anticipated that Michael Baker Intl. will be completing any aspect of the scope of work noted or needs additional services, please advise and we can update accordingly. We anticipate billing under G&A's current contract for time and material, not a fixed fee, and will depend on actual work completed. Also, the below assumes we field locate the portion of the Shared Use Trail along the creek as discussed with the Township previously. If the nature trail is field surveyed, then the survey fee is estimated to be \$16,740.*

**Task 1: SITE SURVEY (G&A)**

G&A will evaluate the best Shared Use Trail location based on the presence of wetlands and existing mature trees. This trail location will be flagged in the field and field survey will be conducted to document existing features and topography for use in grading design and permitting. Survey will field locate all flagged wetlands.

- Field location Shared Use Trail.
- Perform topographic and existing features survey for Shared Use Trail and Parking Lot.
- Process field data and prepare Base Plan.

**Task 1 Fee: \$10,000 (or \$16,740 if Nature Trail is Field Surveyed)**

**Task 2: CONSTRUCTION ADMINISTRATION & OBSERVATION (G&A)**

G&A will provide the following services during the Construction Phase of the project:

- Prepare for and attend one (1) pre-construction meeting & provide meeting minutes.
- Conduct weekly construction observation, as needed.
- Attend bi-weekly construction phase site meetings for an anticipated duration of two (2) months to review construction progress, if required. Total of four (4) construction phase site meetings are anticipated.
- Conduct one (1) punch list site view at substantial completion to identify remaining work items.
- Coordinate with Design Engineer, Township Staff throughout construction
- Conduct one Closeout Site View.

**Task 2 Fee: \$17,600**

Feel free to reach out to us with any questions or clarifications.



**Janene Marchand, P.E., Project Engineer**

**Gilmore & Associates, Inc.**

65 E. Butler Avenue, Suite 100, New Britain, PA 18901

Main: 215-345-4330 x364 | Fax: 215-345-8606

[www.gilmore-assoc.com](http://www.gilmore-assoc.com) | BUILDING ON A FOUNDATION OF EXCELLENCE

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**From:** Stanford, Chris <[Cstanford@mbakerintl.com](mailto:Cstanford@mbakerintl.com)>  
**Sent:** Friday, January 7, 2022 10:55 AM  
**To:** Janene Marchand <[jmarchand@gilmore-assoc.com](mailto:jmarchand@gilmore-assoc.com)>  
**Cc:** Michael Walsh <[MWalsh@newbritaintownship.org](mailto:MWalsh@newbritaintownship.org)>; Matt West <[mwest@newbritaintownship.org](mailto:mwest@newbritaintownship.org)>  
**Subject:** FW: Coleman Survey request

Hi Janene,

Hope all is well! I had a meeting with Mike and Matt about the trail on the Coleman property this week. We are hoping to get that design moving soon. One thing that came up was field survey. Would your folks be able to assist with that through your role as Township Engineer? Can you provide a cost for the scope indicated below and as shown on the attached? Please provide a separate cost for Area 1 and Area 2. Give me a call with any questions 215-528-7072.

Also, can you provide a cost to assist with part time/ periodic oversight during construction?

Thanks,  
Chris

**Chris Stanford, PE, AICP, PTOE, PMP** | Department Manager  
| | [O] 215-442-5333 | [M] 215-528-7072 | [F] 215-444-0889

[cstanford@mbakerintl.com](mailto:cstanford@mbakerintl.com) | [www.mbakerintl.com](http://www.mbakerintl.com)

---

**From:** Stanford, Chris  
**Sent:** Tuesday, March 2, 2021 2:58 PM  
**To:** Janene Marchand <[jmarchand@gilmore-assoc.com](mailto:jmarchand@gilmore-assoc.com)>  
**Cc:** Michael Walsh <[MWalsh@newbritaintownship.org](mailto:MWalsh@newbritaintownship.org)>  
**Subject:** Coleman Survey request

Hi Janene,

I got your phone message. See below for details of our survey request. See attached for map for areas in red:

Area #1 (paved trail and parking lot)

- Topo survey every 25-50' for area of 30'-40' wide in red box
- May need to pick up flagging for wetlands placed by us
- We will flag the approx. center line of the trail
- Large trees (greater than 12")

Area #2 (nature trail)

- Topo survey every 25-50' for area of 30'-40' wide in red box

- May need to pick up flagging for wetlands placed by us
- We will flag the approx. center line of the nature trail
- Large trees (greater than 12")

Please provide base map in cadd of data. We can provide our cadd files for start.

Thanks,  
Chris

**Neshaminy Creek Trail - Coleman Property**

Project Funding and Cost Summary

1/21/2022

<b>Out of Pocket Costs (Cash)</b>		Comments
Construction Cost (Materials + Bid Out Contract)	\$343,358	Includes materials for Twp staff construction tasks
Field Surveying & Base Map (Gilmore)	\$10,000	Does not include nature trail.
Engineering & Permitting (Michael Baker)	\$86,731	
Construction Admin & Observation (Gilmore)	\$17,600	
Total Cash Costs	\$457,689	

<b>In Kind Services Match for DCNR Grant</b>		
Required Township In Kind Services Match (Staff Labor & Equipment Time)	\$181,042	Includes estimate of staff rates and dollar value of equipment time.

<b>Available Funding</b>		
Required NBT Cash Match for DCNR Grant	\$52,861	
DCNR Grant Award	\$225,000	
DVRPC RTP Grant	\$140,000	
Required NBT Cash Match for RTP Grant	\$40,000	
Total Funding	\$457,861	

Available Funding - Out of Pocket Costs=	\$172	Surplus
--	-------	---------

**Neshaminy Creek Trail - Coleman Property**

**Preliminary Construction Cost Estimate**

No.	Trail Feature	Description	Length (ft)	Width (ft)	Quantity	Unit	Material Cost Per Unit	Total Cost	Value of In-Kind Services (Equipment and Labor)	Notes
<b>1. Trail Amenities</b>										
a.	DCNR Acknowledgement Sign/Destination Signs/Gateway		-	-	1	LS	\$10,000.00	\$10,000		
b.	Parking Lot	30 Spaces/4 ADA							\$71,399	Labor& equipment to construct lot
	Subbase 6" Depth (No. 2A)	0350-0106	300	60	2000	SY	\$6.00	\$12,000		
	Superpave Asphalt Mixture Design, WMA Wearing Course, PG 64-22, < 0.3 Million ESALS, 9.5 MM FG Mix, 1 1/2" Depth, SRL-H	0411-0382	300	60	2000	SY	\$15.00	\$30,000		
	Superpave Asphalt Mixture Design, WMA Base Course, PG 64-22, < 0.3 Million ESALS, 25.0 MM Mix, 3" Depth	0409-6300	300	60	2000	SY	\$18.00	\$36,000		
c.	Post Mounted Signage (Warning/Regulatory)	0930-0001			1	LS	\$670.00	\$670	\$6,586	Labor& equipment to construct
d.	Educational Signs				4	EACH	\$150.00	\$600		
e.	Pavement Markings	0960-0001			1	LS	\$670.00	\$670		
f.	Infiltration Trench/Rain Garden				1	LS	\$9,500.00	\$9,500		
<b>2. Shared Use Path</b>										
a.	Mobilization	0608-0001	-	-	1	LS	\$40,000.00	\$40,000		
b.	Construction Surveying	0686-0030	-	-	1	LS	\$5,000.00	\$5,000		
c.	Tree Clearing		-	-	1	LS		\$0	\$31,236	Labor& equipment to construct
d.	Compost filter sock, 12"				500	LF	\$8.50	\$4,250		
g.	Class 1 Excavation	0203-0001	2000	10	648	CY			\$42,385	Labor& equipment to construct
h.	Subbase 4" Depth (No. 2A)	0350-0104	2000	10	2222	SY	\$9.00	\$20,000		Coleman property+300' on TAP project
i.	Superpave Asphalt Mixture Design, WMA Wearing Course, PG 64-22, < 0.3 Million ESALS, 9.5 MM FG Mix, 1 1/2" Depth, SRL-H	0411-0382	2000	10	2222	SY	\$15.00	\$33,333		Coleman property+300' on TAP project
j.	Superpave Asphalt Mixture Design, WMA Base Course, PG 64-22, < 0.3 Million ESALS, 25.0 MM Mix, 3" Depth	0409-6300	3800	10	4222	SY	\$18.00	\$76,000		Coleman property+300' on TAP project
k.	18" Thermoplastic Pipe, Group II, 12'-1.5' Fill	0601-0333	-	-	75	LF	\$25.00	\$1,875	\$10,774	Coleman property
l.	Vegetated bioswales				1	LS	\$5,000.00	\$5,000	\$14,365	Coleman property
<b>3. Plantings/Stabilization</b>										
a.	Seeding and Soil Supplements - Formula D	0804-0013	1000	10	47	LB	\$5.00	\$233	\$4,297	Labor to install
b.	Mulching - Straw	0805-0022	1000	10	2	TN	\$500.00	\$1,000		Labor to install
							<b>Construction Subtotal</b>	<b>\$286,132</b>		
							Contingency 20%	\$57,226		
							<b>Total</b>	<b>\$343,358</b>	\$181,042	



Neshaminy Trail on Coleman Property - Township Labor and Equipment Costs

Labor Cost - Tree clearing for trail (30' wide x approx. 0.5 mile)

Crew	# of staff	Total Hours for operation	Hourly Rate w/ fringe benefits	Total/staff
Foreman	1	48	69.5	\$ 3,336.00
Equipment Operator	1	48	59.59	\$ 2,860.32
Laborers	2	48	49.08	\$ 4,711.68
truck driver	1	48	53.09	\$ 2,548.32
chipper operator	1	48	69.5	\$ 3,336.00
Total=				\$ 16,792.32

Assumptions: 6 days for tree clearing/chipping/removal /cleanup

Equipment Cost - Tree clearing for trail (30' wide x approx. 0.5 mile)

Crew	# of equip.	days required	daily Rate	Total/unit
pickup truck	1	6	150	\$ 900.00
log skidder	1	6	810.32	\$ 4,861.92
chainsaw	2	6	149	\$ 1,788.00
chipper	1	6	459	\$ 2,754.00
Overland truck	1	6	690	\$ 4,140.00
Total=				\$ 14,443.92

Assumptions: 6 days tree clearing/chipping/removal /cleanup

Total Labor and Equipment=	\$ 31,236.24
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Labor Cost - Construct/Grading/Drainage for parking lot

Crew	# of staff	Total Hours for operation	Hourly Rate w/ fringe benefits	Total/staff
Foreman	1	48	69.5	\$ 3,336.00
Equipment Operator	2	48	69.5	\$ 6,672.00
Laborers	2	48	54.9	\$ 5,270.40
Roller Operator	1	48	69.5	\$ 3,336.00
Truck Drivers	1	48	53.09	\$ 2,548.32
Total=				\$ 21,162.72

Assumptions: 2 days for excavation, 1 day for fine grading, 2 days for drainage install, 1 day for subbase install

Equipment Cost - Construct/Grading/Drainage for parking lot

Crew	# of equip.	days required	daily Rate	Total/staff
pickup	1	6	150	\$ 900.00
bull dozer	1	6	515	\$ 3,090.00
excavator	1	6	1200	\$ 7,200.00
roller	1	6	473	\$ 2,838.00
Triaxle Truck	1	6	690.00	\$ 4,140.00
Total=				\$ 18,168.00

Assumptions: 2 days for excavation, 1 day for fine grading, 2 days for drainage install, 1 day for subbase install

Total Labor and Equipment=	\$ 39,330.72
----------------------------	--------------

Labor cost- Paving crew for parking lot construction

Crew	# of staff	Total Hours for operation	Hourly Rate w/ fringe benefits	Total/staff
Foreman	1	24	69.5	\$ 1,668.00
Paver Operators	2	24	69.5	\$ 3,336.00
Laborers	2	24	54.9	\$ 2,635.20
Roller Operator	1	24	69.5	\$ 1,668.00
Truck Drivers	3	24	53.09	\$ 3,822.48
Total=				\$ 13,129.68

Assumptions: 1 day for base course, 1 day for binder, 1 for wearing course

Equipment cost- Paving crew for parking lot construction

Crew	# of equip.	days required	daily Rate	Total/staff
pickup truck	1	3	150	\$ 450.00
paver	1	3	3620	\$ 10,860.00
roller	1	3	473	\$ 1,419.00
Asphalt truck	3	3	690.00	\$ 6,210.00
Total=				\$ 18,939.00

Assumptions: 1 day for base course, 1 day for binder, 1 for wearing course

Total Labor and Equipment=	\$ 32,068.68
Total for parking lot=	\$ 71,399.40

Labor Cost - Cross Pipe Installation

Crew	# of staff	Total Hours for operation	Hourly Rate w/ fringe benefits	Total/staff
Foreman	1	24	69.5	\$ 1,668.00
Equipment Operator	1	24	69.5	\$ 1,668.00
Laborers	1	24	54.9	\$ 1,317.60
Total=				\$ 4,653.60

Assumptions: 1 day / pipe, assume 3 pipes

Equipment Cost - Cross Pipe Installation

Crew	# of equip.	days required	daily Rate	Total/staff
pickup	1	3	150	\$ 450.00
excavator	1	3	1200	\$ 3,600.00
Triaxle Truck	1	3	690.00	\$ 2,070.00
Total=				\$ 6,120.00

Assumptions: 1 day / pipe, assume 3 pipes

Total Labor and Equipment=	\$ 10,773.60
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Labor Cost - Seeding / Mulching

Crew	# of staff	Total Hours for operation	Hourly Rate w/ fringe benefits	Total/staff
Foreman	1	16	69.5	\$ 1,112.00
Laborers	1	16	49.08	\$ 785.28
Total=				\$ 1,897.28

Assumptions: 2 days

Equipment Cost - Seeding / Mulching

Crew	# of equip.	days required	daily Rate	Total/staff
pickup	1	16	150	\$ 2,400.00
Total=				\$ 2,400.00

Assumptions: 2 days

Total Labor and Equipment=	\$ 4,297.28
----------------------------	-------------

Labor Cost - Signing/Pavement Markings

Crew	# of staff	Total Hours for operation	Hourly Rate w/ fringe benefits	Total/staff
Foreman	1	24	69.5	\$ 1,668.00
Laborers	1	24	54.9	\$ 1,317.60
Total=				\$ 2,985.60

Assumptions: 1 day / pipe, assume 3 pipes

Equipment Cost - Signing/Pavement Markings

Crew	# of equip.	days required	daily Rate	Total/staff
pickup	1	24	150	\$ 3,600.00
Total=				\$ 3,600.00

Assumptions: 1 day / pipe, assume 3 pipes

Total Labor and Equipment=	\$ 6,585.60
----------------------------	-------------

Labor Cost - Bioswale Installation

Crew	# of staff	Total Hours for operation	Hourly Rate w/ fringe benefits	Total/staff
Foreman	1	32	69.5	\$ 2,224.00
Equipment Operator	1	32	69.5	\$ 2,224.00
Laborers	1	32	54.9	\$ 1,756.80
Total=				\$ 6,204.80

Assumptions: assume 4 days

Equipment Cost - Bioswale Installation

Crew	# of equip.	days required	daily Rate	Total/staff
pickup	1	4	150	\$ 600.00
excavator	1	4	1200	\$ 4,800.00
Triaxle Truck	1	4	690.00	\$ 2,760.00
Total=				\$ 8,160.00

Assumptions: assume 4 days

Total Labor and Equipment=	\$ 14,364.80
----------------------------	--------------



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

**BOARD MOTION**

**Date:** February 28, 2022

**I MOVE THAT:** The Board approve the Chris DiLissio Memorial Plaque, per the attachments.

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

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



# MEMO

---

**TO:** Matt West, Township Manager  
**FROM:** Chelle Clancy, Parks & Recreation Coordinator  
**DATE:** February 3, 2022  
**RE:** North Branch Park Baseball Field 4 Memorial Plaque for Chris DiLissio

---

At the Re-organization meeting, a recommendation was passed unanimously by the Parks & Recreation Advisory Board Commission for the Board of Supervisors to review the North Branch Park Baseball Field 4 Memorial Plaque Dedication in honor of Chris DiLissio that will potentially be found at the back of the back stop. Lenape Valley's Chris Antoniello mentioned the plaque dedication, if approved will take place in the Spring of 2022 for opening day. See attachment.

## Michelle Clancy

---

**From:** Chris Antonello <chrisa.lvba@gmail.com>  
**Sent:** Wednesday, December 29, 2021 10:48 AM  
**To:** Michelle Clancy  
**Cc:** James Bender; Matt Benscoter  
**Subject:** Re: NB4 Memorial Plaque

Celle - Some additional detail and the initial proof of the proposed plaque.

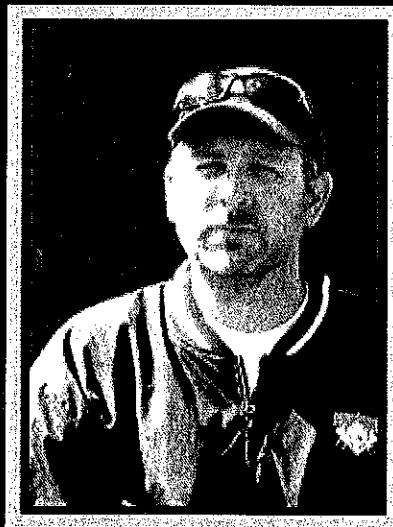
Plaque will be 9"x11"; similar to the existing plaque at NB2.

Attached is a photo of the plaque we are proposing for NB4.

Any additional questions, please do not hesitate to ask. Hope you all have a Happy New Year!!

Chris Antonello

# CHRIS DILISSIO FIELD



LVBA

## Dedicated in Memory of Coach Chris

Father, Coach, Commissioner,  
LVBA President  
and everyone's best friend.

September 20, 1971 - September 2, 2020





## Township of New Britain

Office of Code Enforcement

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### JANUARY 2022

PERMITS ISSUED	44
ZONING	13
BUILDING INSPECTION	67
United electrical	8
OCCUPANCY INSPECTIONS	15
RE-INSPECTION	11
COMMERCIAL FIRE INSPECTIONS	2
FIRE CALLS	11
CHALFONT	11
DOYLESTOWN	2 (2 with Chalfont)
DUBLIN	1 (1 with Chalfont)
HILLTOWN	0 No Report

Chalfont Fire Company  
 Chiefs Report - January 2022

Total # of Incidents - : 27

Types of Calls

1. Fire	10
2. Rescue and Medical assist	3
3. Hazardous Conditions	1
4. Service calls	0
5. Good Intent Call	4
6. Alarm System Calls	9
7. Special Incident	0
8. Severe Weather	0

Total Staff Hours for Calls 184:20:00

Alarms per Municipality

Bedminster Twp	1
Chalfont Boro	3
Doylestown Boro	1
Doylestown Twp	1
Hilltown Twp	1
New Britain Boro	3
Montgomery Twp	3
New Britain Twp	11
Plumstead Twp	1
Warrington Twp	2

Training and Maintenance Drills 3

Total training hours 483

Total Available Points 30

TOTAL STAFF HRS FIRES AND TRAINING 667:20:00

# Chalfont Chemical Fire Company

Chalfont, PA

This report was generated on 2/1/2022 7:02:22 PM

## Incidents per Zone for Date Range

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

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
<b>ZONE: 21 - Bedminster Twp</b>				
2022-756	111 - Building fire	01/16/2022	3083 Bedminster Rd	34/74

Total # Incidents for 21: 1

<b>ZONE: 27 - Chalfont Boro</b>				
2022-1641	745 - Alarm system activation, no fire - unintentional	01/30/2022	78 Meadowbrook Ln	34/74
2022-327	745 - Alarm system activation, no fire - unintentional	01/05/2022	15 Britain Dr	34/74
2022-986	600 - Good intent call, other	01/19/2022	72 Westview Ave	34/74

Total # Incidents for 27: 3

<b>ZONE: 28 - Doylestown Boro</b>				
2022-788	111 - Building fire	01/16/2022	2425 Lower State Rd	34/74

Total # Incidents for 28: 1

<b>ZONE: 29 - Doylestown Twp.</b>				
2022-1254	111 - Building fire	01/24/2022	1061 Ferry Rd	34/74

Total # Incidents for 29: 1

<b>ZONE: 36 - Hilltown Twp.</b>				
2022-1710	352 - Extrication of victim(s) from vehicle	01/31/2022	Callowhill St	34/74

Total # Incidents for 36: 1

<b>ZONE: 47 - New Britian Boro</b>				
2022-1714	745 - Alarm system activation, no fire - unintentional	01/31/2022	43 Bristol Rd	34/74
2022-209	745 - Alarm system activation, no fire - unintentional	01/05/2022	75 Britain Dr	34/74
2022-448	745 - Alarm system activation, no fire - unintentional	01/11/2022	43 Bristol Rd	34/74

Total # Incidents for 47: 3

<b>ZONE: 47-MT - Montgomery Twp.</b>				
2022-1651	111 - Building fire	01/30/2022	392 Doylestown Rd	34/74
2022-651	111 - Building fire	01/14/2022	707 Karens Ct	34/74
2022-793	111 - Building fire	01/17/2022	171 Polo Dr	34/74

Total # Incidents for 47-MT: 3

<b>ZONE: 48 - New Britian Twp.</b>				
2022-1015	745 - Alarm system activation, no fire - unintentional	01/20/2022	114 Cambridge Pl	34/74
2022-1162	745 - Alarm system activation, no fire - unintentional	01/22/2022	110 Peggy Ln	34/74
2022-1492	745 - Alarm system activation, no fire - unintentional	01/27/2022	4379 County Line Rd	34/74

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2022-1733	600 - Good intent call, other	01/31/2022	4371 Countyline Rd	34/74
2022-199	745 - Alarm system activation, no fire - unintentional	01/05/2022	502 New Galena Rd	34/74
2022-216	424 - Carbon monoxide incident	01/05/2022	314 Rocky Ct West	34/74
2022-324	142 - Brush or brush-and-grass mixture fire	01/05/2022	619 Chatham Ct	34/74
2022-579	322 - Motor vehicle accident with injuries	01/13/2022	Creek Rd	34/74
2022-832	352 - Extrication of victim(s) from vehicle	01/17/2022	779 New Galena Rd	34/74
2022-926	600 - Good intent call, other	01/18/2022	14 Edinboro Cr	34/74
2022-93	600 - Good intent call, other	01/02/2022	362 Stonyhill Dr	34/74

Total # Incidents for 48: 11

**ZONE: 57 - Plumstead Twp.**

2022-62	111 - Building fire	01/02/2022	23 John Dyer Way	34/74
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Total # Incidents for 57: 1

**ZONE: 75 - Warrington Twp.**

2022-210	123 - Fire in portable building, fixed location	01/05/2022	1290 Folly Rd	34/74
2022-322	114 - Chimney or flue fire, confined to chimney or flue	01/07/2022	110 Arbor Ridge Dr	34/74

Total # Incidents for 75: 2

**TOTAL # INCIDENTS: 27**

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



DOYLESTOWNFRA

Incidents For New Britian Township

Alarm Date Between {01/01/2022} And {01/31/2022}

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
22-0000832-000	01/17/2022	11:20:00	779 NEW GALENA RD	352 Extrication of victim(s)
22-0000834-000	01/17/2022	11:57:00	NEW GALENA RD /Chalfont,	463 Vehicle accident, general

Total Incident Count 2

# Dublin Volunteer Fire Company

Month: **January 2022**

FIRE CALLS ANSWERED		OTHER PERTINENT INFORMATION	
Apartment			
Assists			
Engine		Time in Service	11 Hrs 59 Min
Field		Total Man Hours	55 Hrs 28 Min
Full Company	2	Average Call Length	31 Min
Ladder			
Rescue			
Squad	2		
Tanker		Total Personnel	131
Air Medical Evacuation		Average Personnel per Call	6
Alarm System	3		
Auto Extrication	4		
Auto Response	3	Borough/Township	
Barn			
Brush		Bedminister Township	7
Building		Dublin Borough	3
Chimney		East Rockhill Township	1
CO Alarm	1	Hilltown Township	4
Control Burn		New Britain Township	1
Cover/Up	3	Plumstead Township	5
Cover/Up Assist		Perkasie Borough	
Dumpster		Nockamixon Twp	
Dwelling	2	Richland Township	
Electrial Wires in a Dwelling		Silverdale Borough	1
Fuel Spill		Tinicum Township	1
Fumes in a Dwelling			
Fumes in a Outside			
Garage			
Hazardous Material			
Investigation			
Oil Burner			
Rescue Vehicle into Building			
Rubish	1		
Store			
Stand by Accident	1		
Vehicle Fire			
Wires	1		
Total Number of Calls	23	Total Numbe of Calls	23

Signature of Chief

*Kevin Nugent*



## New Britain Township

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

## Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2021-11541-B2	01/28/2022	12 NEWVILLE ROAD	Building	Residential	Approved
2021-11601-B2	01/13/2022	295 CREEK ROAD	Building	Residential	Approved
2021-11714-B3	01/31/2022	800 MANOR DRIVE	Building	Commercial	Approved
2021-11859-B2	01/06/2022	305 MILL RIDGE DRIVE	Building	Residential	Approved
2021-11884-B2	01/13/2022	1141 UPPER STUMP ROAD	Building	Residential	Approved
2022-11974-B1	01/14/2022	91 BARCLAY ROAD	Building	Residential	Approved
2022-11975-B1	01/18/2022	161 S LIMEKILN PIKE	Building	Residential	Approved
2021-11541-E3	01/28/2022	12 NEWVILLE ROAD	Electrical	Residential	Approved
2021-11859-E3	01/06/2022	305 MILL RIDGE DRIVE	Electrical	Residential	Approved
2021-11884-E3	01/13/2022	1141 UPPER STUMP ROAD	Electrical	Residential	Approved
2022-11974-E2	01/14/2022	91 BARCLAY ROAD	Electrical	Residential	Approved
2022-11975-E3	01/18/2022	161 S LIMEKILN PIKE	Electrical	Residential	Approved
2022-11987-E1	01/26/2022	3 PATRICIA CIRCLE	Electrical	Residential	Approved
2022-12003-E2	01/31/2022	107 HAMPSHIRE DRIVE	Electrical	Residential	Approved
2021-11541-P5	01/28/2022	12 NEWVILLE ROAD	Plumbing	Residential	Approved
2021-11859-P5	01/06/2022	305 MILL RIDGE DRIVE	Plumbing	Residential	Approved
2022-11974-P3	01/14/2022	91 BARCLAY ROAD	Plumbing	Residential	Approved
2022-11986-P1	01/20/2022	92 PALACE COURT	Plumbing	Residential	Approved
2022-11960-RO1	01/05/2022	4 DEERPATH ROAD	Road Occupancy	Residential	Closed
2022-11980-RO1	01/27/2022	Woodmount Road	Road Occupancy	Commercial	Approved
2022-11981-RO1	01/27/2022	GERTRUDE DRIVE	Road Occupancy	Commercial	Approved





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2022-11982-RO1	01/27/2022	TOWERHILL ROAD	Road Occupancy	Commercial	Approved
2022-11983-RO1	01/27/2022	FARBER DRIVE	Road Occupancy	Commercial	Approved
2022-11984-RO1	01/27/2022	Peggy Lane	Road Occupancy	Commercial	Approved
2022-11985-RO1	01/27/2022	RICHARD DRIVE	Road Occupancy	Commercial	Approved
2022-11989-RO1	01/27/2022	CURLEY MILL ROAD	Road Occupancy	Commercial	Approved
2022-11992-RO1	01/27/2022	SCHOOLHOUSE ROAD	Road Occupancy	Commercial	Approved
2022-11993-RO1	01/27/2022	TOWNSHIP LINE ROAD	Road Occupancy	Commercial	Approved
2022-11994-RO1	01/27/2022	NEWVILLE ROAD	Road Occupancy	Commercial	Approved
2022-11995-RO1	01/27/2022	54 CURLEY MILL ROAD	Road Occupancy	Commercial	Approved
2022-12000-RO1	01/27/2022	108 GERTRUDE DRIVE	Road Occupancy	Residential	Approved
2022-12001-RO1	01/28/2022	9 SELLERSVILLE ROAD	Road Occupancy	Commercial	Approved
2021-11600-UO6	01/07/2022	304 MILL RIDGE DRIVE	Use & Occupancy	Residential	Closed
2021-11890-UO1	01/05/2022	502 NEW GALENA ROAD	Use & Occupancy	Residential	Closed
2021-11937-UO1	01/26/2022	325 STONYHILL DRIVE	Use & Occupancy	Residential	Approved
2021-11942-UO1	01/11/2022	263 N CHAPMAN ROAD	Use & Occupancy	Residential	Approved
2021-11956-UO1	01/12/2022	134 TARTAN TERRACE	Use & Occupancy	Residential	Closed
2021-11957-UO1	01/04/2022	104 S LIMEKILN PIKE	Use & Occupancy	Residential	Approved
2022-11962-UO1	01/18/2022	81 QUEENS CIRCLE	Use & Occupancy	Residential	Approved
2022-11966-UO1	01/19/2022	803 LONGMEADOW COURT	Use & Occupancy	Residential	Closed
2022-11968-UO1	01/12/2022	1002 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-11969-UO1	01/12/2022	1116 ANTHEM WAY	Use & Occupancy	Residential	Closed



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2022-11971-UO1	01/26/2022	117 BONNIE LARK COURT	Use & Occupancy	Residential	Closed
2021-11859-Z1	01/06/2022	305 MILL RIDGE DRIVE	Zoning	Residential	Approved
2021-11884-Z1	01/04/2022	1141 UPPER STUMP ROAD	Zoning	Residential	Approved
2021-11949-Z1	01/06/2022	464 NEW GALENA ROAD	Zoning	Residential	Approved
2021-11951-Z1	01/11/2022	170 KING ROAD	Zoning	Residential	Denied
2021-11952-Z1	01/06/2022	207 PARK AVENUE	Zoning	Commercial	Approved
2021-11953-Z1	01/06/2022	100 OLD LIMEKILN ROAD	Zoning	Commercial	Approved
2021-11959-Z1	01/06/2022	240 HOLLY DRIVE	Zoning	Residential	Approved
2022-11973-Z1	01/14/2022	4275 COUNTY LINE ROAD	Zoning	Commercial	Approved
2022-11977-Z1	01/21/2022	165 UPPER CHURCH ROAD	Zoning	Residential	Approved
2022-11978-Z1	01/26/2022	300 MILL RIDGE DRIVE	Zoning	Residential	Approved
2022-11990-Z1	01/26/2022	115 CURLEY MILL ROAD	Zoning	Residential	Approved
2022-11997-Z1	01/31/2022	32 SUNNYBROOK DRIVE	Zoning		Approved
2022-12005-Z1	01/31/2022	4275 COUNTY LINE ROAD	Zoning	Commercial	Approved
2021-11541-F6	01/28/2022	12 NEWVILLE ROAD	Fire	Residential	Approved
2021-11859-F7	01/06/2022	305 MILL RIDGE DRIVE	Fire	Residential	Approved
2022-11975-F4	01/18/2022	161 S LIMEKILN PIKE	Fire	Residential	Approved
2021-11541-M4	01/28/2022	12 NEWVILLE ROAD	Mechanical	Residential	Approved
2021-11859-M4	01/06/2022	305 MILL RIDGE DRIVE	Mechanical	Residential	Approved
2021-11884-M4	01/13/2022	1141 UPPER STUMP ROAD	Mechanical	Residential	Approved
2022-11967-M1	01/13/2022	2115 UPPER STUMP ROAD	Mechanical	Residential	Approved



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<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2022-11974-M4	01/14/2022	91 BARCLAY ROAD	Mechanical	Residential	Approved
2022-11975-M2	01/18/2022	161 S LIMEKILN PIKE	Mechanical	Residential	Approved
2022-11988-M1	01/21/2022	117 DOLLY LANE	Mechanical	Residential	Approved
2022-12003-M1	01/31/2022	107 HAMPSHIRE DRIVE	Mechanical	Residential	Approved
2022-12004-M1	01/28/2022	39 PASTURE LANE	Mechanical	Residential	Approved



# New Britain Township Police Department

Monthly Report -

January 2022

## Current Goals and Objectives:

**Objective 1:** Leadership Team Professional Development

**Objective 2:** Update and standardize policy and procedure

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

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

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

## Result of Goals & Objectives:

**Objective 1:** Planned meeting with leadership team. Promotional process to promote one officer to corporal underway. Geographic policing operating principle developed.

**Objective 2:** Identified consultant to assist with policy development and accreditation. Awaiting board approval.

**Objective 3:** Identified WatchGuard as preferred provider.

**Objective 4:** Collected data on traffic accidents over past three years to identify focus areas.

**Objective 5:** Ongoing review of reports and recommendations for referrals.

## Significant Events:

### Completed

- ◆ Implemented 2022 Goals and Objectives.
- ◆ Finalized new patrol uniforms.

### Upcoming

- ◆ New hire for entry level police officer
- ◆ Additional DUI Roving Details scheduled throughout February.
- ◆ Implementation of 2022 Goals and Objectives.
- ◆ Receipt and implementation of new uniforms.
- ◆ Coffee with a cop, location to be determined.



# New Britain Township Police Department

Monthly Report -

January 2022

## PERFORMANCE STATISTICS

PART 1 CRIMES	28 DAY		
	2022	2021	% Change
Murder	0	0	NA
Rape	0	1	-100%
Robbery	0	0	NA
Aggravated Assault	0	0	NA
Burglary	0	0	NA
Theft	3	3	0%
Auto Theft	0	1	-100%
Arson	0	0	NA
<b>TOTALS</b>	<b>3</b>	<b>5</b>	<b>-40%</b>

PART 2 CRIMES	28 DAY		
	2022	2021	% Change
Assaults (non-aggravated)\Harassment	4	3	33.33%
Fraud	4	5	-20%
Vandalism/Criminal Mischief	0	1	-100%
Disorderly Conduct	0	0	NA
Drug Violations	0	1	-100%
Driving Under the Influence	0	1	-100%
Public Drunkenness	0	0	NA
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	0	0	NA
<b>TOTALS</b>	<b>8</b>	<b>11</b>	<b>-27.27%</b>

MOTOR VEHICLE ACCIDENTS	28 DAY		
	2022	2021	% Change
Total Accidents	12	13	-7.69%
Injury Accidents	2	1	100%
Fatal Accidents	0	0	NA
Property Accidents	3	0	NA



# 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
<b>TOTALS</b>	<b>33</b>	<b>36</b>	<b>-8.33%</b>

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
<b>TOTALS</b>	<b>96</b>	<b>71</b>	<b>35.21%</b>

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

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## *Public Works*

### Departmental Report

**Year:** 2022

**Month:** January

- Drainage:** All drainage systems were checked on an as needed basis.
- Patching:** We continued cold patching township roadways for potholes and will monitor until permanent repairs can be made.
- Twp. Property:** We removed the rubber playground mulch from rear playground at North Branch Park. The mulch was delivered to the winning bidder from Muncibid. The existing swingset was disassembled and removed, we placed in storage for future construction at a later date. We regraded and prepped area for future play structure in spring/ summer of 2022.
- Snow and Ice:** We had a handful of minor snow events throughout the month, the worst was at the end of the month when we got about 5" of snow. Overall, we salted township roadways 8 times and plowed twice. We used approximately 800 tons of salt.
- Equip. Maint:** All dump trucks and snow removal equipment were checked over after every use and repairs were made as necessary.
- Brushing:** We trimmed burning bushes at Hunter Way and Highlands park. We continued chipping of Christmas trees throughout the month.

### HOURS

<b>Drainage:</b>	<b>73</b>	<b>Hrs.</b>
<b>Patching:</b>	<b>29.5</b>	<b>Hrs.</b>
<b>Street Signs:</b>	<b>7.5</b>	<b>Hrs.</b>
<b>Snow and Ice:</b>	<b>343.5</b>	<b>Hrs.</b>
<b>Equipment Maint:</b>	<b>213.5</b>	<b>Hrs.</b>
<b>Township Property Maint:</b>	<b>154.5</b>	<b>Hrs.</b>
<b>Brushing:</b>	<b>39</b>	<b>Hrs.</b>
<b>Other:</b>	<b>82.5</b>	<b>Hrs.</b>





# Parks & Recreation Monthly Report

February 2022

<b>Next P&amp;R Meeting</b>	February 15, 2022 (7PM).
<b>Easter Egg Hunt</b>	April 2, 2022 (Rain date April 9): <ul style="list-style-type: none"><li>• Photos with Easter Bunny 9:30AM. Egg Hunt 10AM Sharp.</li><li>• NB Food Pantry will be represented. PW Truck for donations.</li><li>• Eggs will be ordered week of February 7<sup>th</sup>.</li><li>• Announcement to follow in Newsletter, Web, &amp; Social</li></ul>
<b>Proposed Field 4 Memorial Plaque Request</b>	Advisory Board recommends review of Field 4 Memorial Plaque in honor of Chris DiLissio. Memo to Twp. Mgr. with more details to follow.
<b>NB Park Facility &amp; Grounds Assessment</b>	Draft RFP in final stage. Open announcement for RFP bids to follow the week of February 7 <sup>th</sup> .
<b>North Branch Park</b>	<ul style="list-style-type: none"><li>• Lyons Recreation Proposal for accessories: one (1) inclusive seat w/ harness &amp; two (2) tot seats. Memo to Twp. Mgr. with more details to follow.</li><li>• Field 5 renovations scheduled completion Spring 2022.</li></ul>
<b>P&amp;R Staff Training via DVHIT Library</b>	2022 Training for P&R Staff approved by Twp. Mgr.: <ul style="list-style-type: none"><li>• Guidelines Maintaining a Safe Environment w/Children</li><li>• The Nuts and Bolts of Playground Maintenance</li><li>• Inspecting Playgrounds for Hazards</li><li>• The Young Supervisor's Guide to Supervision</li></ul>
<b>Next Bike &amp; Hike Mtg. (Doylestown)</b>	February 15, 2022 (8AM). NBT Police Chief Clowser invited to review potential rules & regulations re: electric bicycles.