



Meeting Packet

**Board of Supervisors
July 17, 2023**

**New Britain Township
Bucks County, Pennsylvania**

In Appreciation and Recognition

of

Ryan Cressman

For

**20 years of Public Service
5/27/2003**

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

*Thank you for 20 years of dedicated service to
Our residents and taxpayers.*

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

**New Britain Township
Bucks County, Pennsylvania**

In Appreciation and Recognition

of

Robert Skelton

For

**35 years of Public Service
6/20/1988**

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

*Thank you for 35 years of dedicated service to
Our residents and taxpayers.*

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS



ACTION ITEMS



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

BOARD MOTION

Date: July 17, 2023

I MOVE THAT: The Board **approve / table** the minutes of the June 19, 2023, Business Meeting of the New Britain Township Board of Supervisors.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: July 17, 2023

I MOVE THAT: The Board **approve / table the Schedule of Bills dated July 11, 2023, in the amount of \$181,544.33, 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
 Vendors: All
 Rcvd Batch Id Range: KG061223 to KG070523

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

Paid Date Range: 06/09/23 to 07/11/23
 Include Non-Budgeted: Y Prior Year Only: N

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ADTCO005	ADT COMMERCIAL	23000670	06/08/23	SECURITY SYSTEM	Open	285.76	0.00		
ADVANO10	ADVANCED COLOR AND GRIND LLC	23000607	06/06/23	BLACK MULCH	Open	368.00	0.00		
ADVANO30	ADVANCED ELECTRONIC DESIGN INC	23000619	06/07/23	RHINO TAB MOUNT TABLET-48-03	Open	4,504.93	0.00		
ALEXA005	ALEXANDER KOMATICK	23000647	06/16/23	2023 MEDICAL REIMBURSEMENT	Open	625.00	0.00		
ARMOU010	ARMOUR & SONS ELECTRIC I	23000616	05/31/23	STREET LIGHT MAINTENANCE	Open	2,536.08	0.00		
		23000686	06/21/23	TRAFFIC SIGNAL REPAIR	Open	120.49	0.00		
		23000687	06/20/23	TRAFFIC SIGNAL REPAIR	Open	248.72	0.00		
						<u>2,905.29</u>			
ATTMO010	AT&T MOBILITY	23000662	06/13/23	MOBILE PHONE SERVICE	Open	388.96	0.00		
BARRY010	BARRY ISETT & ASSOCIATES INC	23000614	06/12/23	EMERGENCY MGMT SERVICES	Open	500.00	0.00		
BEGLE005	BEGLEY CARLIN & MANDIO LLP	23000692	06/06/23	LEGAL EXPENSES	Open	9,175.00	0.00		
BERGE010	BERGEY'S INC.	23000618	06/01/23	PD 48-05	Open	2,432.22	0.00		
		23000666	06/14/23	PD 48-07	Open	121.28	0.00		
						<u>2,553.50</u>			
BFMCI010	BFMC INC.	23000615	06/06/23	CHECK ORDER	Open	224.90	0.00		
BRIAN010	BRIAN JONES	23000633	06/15/23	2023 MEDICAL REIMBURSEMENT	Open	466.18	0.00		
CRICH010	C. RICHARD MICHIE II	23000603	06/08/23	2023 MEDICAL REIMBURSEMENT	Open	25.00	0.00		
		23000634	06/15/23	2023 MEDICAL REIMBURSEMENT	Open	30.00	0.00		
						<u>55.00</u>			
COMCA010	COMCAST	23000642	06/06/23	CABLE/INTERNET	Open	588.30	0.00		

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NEW BRITAIN TOWNSHIP
Purchase Order Listing By Vendor Name

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
COMCA010	COMCAST				Continued				
		23000649	06/09/23	CABLE/INTERNET	Open	347.58	0.00		
						935.88			
COSTC010	COSTCO MEMBERSHIP								
		23000645	06/15/23	SUPPLIES	Open	509.88	0.00		
		23000673	06/21/23	MEMBERSHIP RENEWAL	Open	120.00	0.00		
						629.88			
DANIE050	DANIEL A. GONZALEZ								
		23000602	06/08/23	2023 MEDICAL REIMBURSEMENT	Open	100.00	0.00		
		23000610	06/10/23	2023 MEDICAL REIMBURSEMENT	Open	169.95	0.00		
						269.95			
DANIE055	DANIEL SACKS								
		23000632	06/14/23	2023 HEALTH CLUB REIMB	Open	250.00	0.00		
DUNLA010	dunlapsLK								
		23000646	06/15/23	2022 AUDIT	Open	1,000.00	0.00		
EASTE010	EASTERN AUTOPARTS WAREHOU								
		23000626	05/31/23	AUTO PARTS	Open	889.70	0.00		
ECKER010	ECKERT SEAMANS CHERIN&MELLOTT								
		23000678	06/16/23	GENERAL LABOR	Open	8,742.50	0.00		
ESTAB005	ESTABLISHED TRAFFIC CONTROL								
		23000669	06/20/23	ONE WAY BOLT KIT	Open	260.00	0.00		
EUREK010	EUREKA STONE QUARRY INC.								
		23000612	06/07/23	PATCHING	Open	75.52	0.00		
FISHE010	FISHER IRRIGATION & LIGHTING L								
		23000668	06/14/23	REPAIR BROKEN GATE VALVE	Open	670.00	0.00		
FLORI005	FLORIE MCQUISTON								
		23000648	06/15/23	2023 PARADE FLOAT SUPPLIES	Open	363.14	0.00		
FOXLA010	FOXLANE HOMES AT HIGHPOINT LLC								
		23000630	06/15/23	TAX REFUND	Open	5,519.41	0.00		
GATEH005	GATEHOUSE MEDIA PA HOLDINGS								
		23000644	05/31/23	ADVERTISING	Open	1,217.90	0.00		
GILMO010	GILMORE & ASSOCIATES INC.								
		23000691	06/12/23	ENGINEERING EXPENSES	Open	68,240.19	0.00		
HKMAT010	H & K MATERIALS								
		23000613	05/31/23	PATCHING	Open	132.74	0.00		
HABER010	H.A. BERKHEIMER INC.								
		23000624	05/31/23	COMMISSION FEE MAY 2023	Open	72.93	0.00		

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NEW BRITAIN TOWNSHIP
Purchase Order Listing By Vendor Name

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
HPT HPT SYSTEMS, INC.									
		23000638	05/31/23	ADMIN PROJ. PHASE 5	Open	3,656.25	0.00		
		23000639	06/15/23	KNOWBE4 SECURITY TRAINING	Open	<u>1,020.00</u>	0.00		
						4,676.25			
JASON015 JASON SMELAND									
		23000627	05/15/23	RETURN OF ESCROW	Open	4,104.05	0.00		
JENNA005 JENNA MISSANELLI									
		23000679	06/27/23	MECH. PERMIT REFUND	Open	50.00	0.00		
KATHE005 KATHERINE PEFFALL									
		23000654	06/18/23	2023 MEDICAL REIMBURSEMENT	Open	600.00	0.00		
KENCO010 KENCO HYDRAULICS INC.									
		23000606	06/08/23	HYDRAULIC PLUGS FOR SHOP	Open	93.12	0.00		
KIMGO005 KIM GOODWIN									
		23000637	06/13/23	2023 MEDICAL REIMBURSEMENT	Open	50.00	0.00		
		23000652	06/27/23	2023 MEDICAL REIMBURSEMENT	Open	<u>115.00</u>	0.00		
						165.00			
MSMAR005 M.S. MARTIN ENTERPRISES INC									
		23000625	06/06/23	NOPTIC CAMERA	Open	3,324.00	0.00		
MARIA015 MARIA CLANCY									
		23000601	06/08/23	2023 MEDICAL REIMBURSEMENT	Open	59.60	0.00		
		23000635	06/14/23	2023 MEDICAL REIMBURSEMENT	Open	<u>160.00</u>	0.00		
						219.60			
MCDON010 MCDONALD UNIFORM COMPANY									
		23000665	06/16/23	UNIFORM	Open	969.16	0.00		
MICHA165 MICHAEL BAKER INTERNATIONAL									
		23000688	06/27/23	COLEMAN TRAIL FINAL DESIGN	Open	2,705.44	0.00		
PARKS010 PARKSIDE GRAPHICS INC.									
		23000656	06/22/23	AXON GUIDE FOR PRINT/LAMINATE	Open	32.00	0.00		
PECOE020 PECO ENERGY-PAYMENT PROCESSING									
		23000621	06/08/23	ELECTRIC	Open	217.18	0.00		
		23000640	06/09/23	ELECTRIC	Open	316.26	0.00		
		23000663	06/19/23	ELECTRIC	Open	<u>2,024.61</u>	0.00		
						2,558.05			
PENNP005 PENN POWER GROUP									
		23000684	06/20/23	GENERATOR SERVICE	Open	1,098.00	0.00		
SEALM010 PMG SM HOLDINGS LLC									
		23000608	06/06/23	WHITE MARKING PAINT	Open	162.00	0.00		
		23000660	06/14/23	WHITE MARKING PAINT	Open	<u>1,800.41</u>	0.00		
						1,962.41			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
RANDA010 RANDAL TESCHNER									
		23000631	06/14/23	2023 MEDICAL REIMBURSEMENT	Open	1,043.89	0.00		
READY005 READY REFRESH BY NESTLE									
		23000620	06/06/23	BOTTLED WATER	Open	390.30	0.00		
REPU005 REPUBLIC SERVICES #320									
		23000661	06/15/23	TRASH SERVICES	Open	1,299.78	0.00		
RICT010 RICHTER DRAFTING & OFFICE SUPP									
		23000685	06/27/23	MOBILE SHRED	Open	185.00	0.00		
RIGGI010 RIGGINS INC.									
		23000609	06/08/23	POLICE FUEL	Open	1,003.12	0.00		
		23000623	06/05/23	PW DIESEL	Open	1,149.88	0.00		
		23000658	06/22/23	POLICE FUEL	Open	1,334.78	0.00		
		23000659	06/22/23	PW DIESEL	Open	1,210.75	0.00		
		23000674	06/15/23	PW FUEL	Open	<u>955.62</u>	0.00		
						5,654.15			
SANDRA SANDRA EZZO									
		23000604	06/12/23	2023 MEDICAL REIMBURSEMENT	Open	98.88	0.00		
SMITH020 SMITH PRINTS INC.									
		23000651	06/19/23	VOLUNTEER T-SHIRTS	Open	812.00	0.00		
SOSME005 SOSMETAL PRODUCTS INC.									
		23000667	06/13/23	SHOP SUPPLIES	Open	65.88	0.00		
STAND020 STANDARD DIGITAL IMAGING									
		23000622	06/04/23	COPIER CHARGE	Open	164.07	0.00		
STAND010 STANDARD INSURANCE COMPANY									
		23000680	06/14/23	LIFE/DISABILITY INSURANCE	Open	3,521.84	0.00		
TDAME010 TD AMERITRADE INSTITUTIONAL									
		23000690	06/30/23	EMPLOYEE PENSION CONTRIBUTIONS	Open	18,649.01	0.00		
THOMA090 THOMAS J. WALSH III, ESQ.									
		23000650	06/16/23	ZONING LEGAL SERVICES	Open	3,520.00	0.00		
THOMA100 THOMAS WEIDNER									
		23000655	06/05/23	TRI-MUNICIPAL PARADE	Open	1,200.00	0.00		
TILLE010 TILLEY FIRE SOLUTIONS									
		23000611	06/12/23	ANNUAL FIRE EXTINGUISH INSPECT	Open	172.18	0.00		
		23000629	06/01/23	CONTRACT BILLING	Open	<u>437.50</u>	0.00		
						609.68			
TUSTI005 TUSTIN MECHANICAL SERVICES									
		23000617	06/05/23	BUILDING MAINTENANCE	Open	770.01	0.00		

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NEW BRITAIN TOWNSHIP
Purchase Order Listing By Vendor Name

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
UNITE010 UNITED INSPECTION AGENCY INC.									
		23000657	06/21/23	OUTSIDE INSPECTIONS	Open	125.00	0.00		
		23000671	06/14/23	OUTSIDE INSPECTIONS	Open	<u>100.00</u>	0.00		
						225.00			
UNIVE010 UNIVERSAL ELECTRIC LLC									
		23000683	06/22/23	PD RECPT/HEATER DISCONNECT	Open	180.00	0.00		
VERIZ010 VERIZON									
		23000605	06/05/23	INTERNET	Open	159.59	0.00		
		23000672	06/12/23	INTERNET	Open	<u>190.38</u>	0.00		
						349.97			
VERIZ050 VERIZON WIRELESS									
		23000681	06/19/23	POLICE WIRELESS SERVICE	Open	600.15	0.00		
		23000682	06/19/23	POLICE WIRELESS SERVICE	Open	<u>135.71</u>	0.00		
						735.86			
WAREH010 WAREHOUSE BATTERY OUTLET INC.									
		23000675	06/15/23	ZEROTURN BATTERY	Open	93.36	0.00		
WEHRU010 WEHRUNG'S									
		23000676	06/15/23	MATERIALS	Open	2.68	0.00		
WHISPO05 WHISPERING HILL STUDIO									
		23000677	06/24/23	TRI-MUNICIPAL PARADE	Open	120.00	0.00		
WILLI010 WILLIAM A. MAY									
		23000653	06/26/23	2023 MEDICAL REIMBURSEMENT	Open	231.51	0.00		
WILL030 WILLIAM BLACK									
		23000636	06/13/23	2023 MEDICAL REIMBURSEMENT	Open	76.85	0.00		
WILLI080 WILLIAM JONES									
		23000689	06/29/23	2023 MEDICAL REIMBURSEMENT	Open	437.88	0.00		
WILLO010 WILLOW TREE & LANDSCAPE SERVIC									
		23000641	06/09/23	TREE REMOVAL	Open	7,050.00	0.00		
WITME010 WITMER PUBLIC SAFETY GROUP, INC									
		23000643	06/06/23	UNIFORM	Open	77.41	0.00		
		23000664	06/13/23	UNIFORM	Open	<u>99.98</u>	0.00		
						177.39			
Total Purchase Orders: 91 Total P.O. Line Items: 0 Total List Amount: 181,544.33 Total Void Amount: 0.00									

**EXPENDITURES PREVIEW
APPROVAL**

NBT BOARD OF SUPERVISORS

**APPROVED BY THE BOARD OF
SUPERVISORS**

Attest: _____

Date: _____



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

BOARD MOTION

Date: July 17, 2023

I MOVE THAT: The Board **approve / table** all items on the consent agenda, dated July 17, 2023, per the attachment.

Presented By: _____

Seconded By: _____

Consent Agenda Items for the Next Meeting (07/17/2023)

1. County Builders, Inc. has executed Escrow Release #1 for 409 West Butler Avenue for \$752,515.50, leaving \$585,090.55 remaining.
2. 180 New Britain Blvd Associates, LLC has executed Escrow Release #2 for 180 New Britain Blvd for \$120,258.00, leaving \$27,231.00 remaining for the 18-month maintenance period.
3. Foxlane Homes at Highpoint LLC has executed the following documents in reference to, TMP #26-005-056, 26-005-056-009, 26-005-047-005, 26- 005-056-001, and 26-005-056-011: Development Agreement and Record Plans.
4. Woodrow & Associates, Inc. has executed a Stormwater Facilities Operation and Maintenance Agreement for 200 Brittany Drive, TMP #26-005-054-001, with a Stormwater BMP maintenance fee of \$414.00.
5. Kenneth Chang and Angela Choe have executed a Stormwater Facilities Operation and Maintenance Agreement for 267 Creek Road, TMP #26001-125-004, with a Stormwater BMP maintenance fee of \$427.00.
6. Foxlane Homes at Highpoint LLC has executed a Stormwater Facilities Operation and Maintenance Agreement for five (5) Parcels, TMP # 26-005-056, 26-005-056-009, 26-005-047-005, 26- 005-056-001, and 26-005-056-011, with a Stormwater BMP maintenance fee of \$10,000.00.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

July 5, 2023

File No. 19-04109

Michael Walsh, Assistant Manager
New Britain Township
207 Park Avenue
Chalfont, PA 18914

Reference: County Builders, Inc., Escrow Release 1
409 West Butler Avenue, TMP # 26-005-023

Dear Mike:

In response to the Applicant's request for the first escrow release associated with the above-referenced project, a representative from our office performed a site observation of the completed improvements on June 30, 2023. We have prepared Certificate of Completion #1 in the amount of **\$752,515.50** for consideration at an upcoming public meeting.

We recommend the release of the funds as delineated on the attached breakdown and which equal Seven hundred Fifty-Two Thousand, Five Hundred Fifteen Dollars and Fifty Cents (\$752,515.50) to Butler Pike Properties, LP. This leaves \$585,090.55 remaining in the total escrow fund. The escrowed site improvements are approximately 62% completed.

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

Sincerely,

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

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

JM/tw

Enclosures:as referenced

cc: John Bates, Financial Director
Dave Conroy, Director of Planning and Zoning
Ryan Gehman, Assistant Zoning and Planning Officer
Sean Gresh/Jeffrey P. Garton, Esquire, Begley, Carlin and Mandio, LLP
Kevin Reilly, County Builders, Inc., Applicant
Craig D. Kennard, P.E., E.V.P., Gilmore & Associates, Inc.
Jerry O'Donnell, Gilmore & Associates, Inc.



ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Butler Avenue Mixed Use	TOTAL CONSTRUCTION:	\$ 1,216,005.50	AMOUNT OF THIS RELEASE:	\$ 752,515.50
PROJECT NO.:	19-04109	CONSTRUCTION CONTINGENCY:	\$ 121,600.55	TOTAL CONSTRUCTION RELEASED TO DATE:	\$ 752,515.50
PROJECT OWNER:	Butler Pike Properties, LP	TOAL ESCROW:	\$ 1,337,606.05	TOTAL CONSTRUCTION CONTINGENCY REMAINING:	\$ 121,600.55
MUNICIPALITY:	New Britain Township	SEPARATE CASH ENG./INSP./LEGAL:	\$ 60,800.28	TOTAL ESCROW REMAINING:	\$ 585,090.55
ESCROW AGENT:	Cincinatti Insurance	RELEASE NO.:	1	TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ 463,490.00
TYPE OF SECURITY:	Performance Bond	RELEASE DATE:	July 5, 2023		
AGREEMENT DATE:	July 11, 2022				

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 2
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY
			PRICE	AMOUNT		AMOUNT		AMOUNT		AMOUNT	
I. EROSION CONTROL											
1. Construction Entrance	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$2,000.00	1	\$2,000.00		\$ -	
2. 12" Silt Sock	LF	800	\$ 6.00	\$ 4,800.00	800	\$4,800.00	800	\$4,800.00		\$ -	
3. 18" Silt Sock	LF	900	\$ 8.00	\$ 7,200.00	900	\$7,200.00	900	\$7,200.00		\$ -	
4. 24" Silt Sock	LF	420	\$ 12.00	\$ 5,040.00	420	\$5,040.00	420	\$5,040.00		\$ -	
5. Inlet Protection	EA	17	\$ 150.00	\$ 2,550.00	17	\$2,550.00	17	\$2,550.00		\$ -	
6. Tree Protection Fence	LF	1,680	\$ 2.00	\$ 3,360.00	1680	\$3,360.00	1680	\$3,360.00		\$ -	
7. Slope Matting	SF	9,100	\$ 0.30	\$ 2,730.00	9100	\$2,730.00	9100	\$2,730.00		\$ -	
8. Temporary Seeding	LS	1	\$ 1,500.00	\$ 1,500.00					1	\$ 1,500.00	
9. Permanent Seeding	LS	1	\$ 5,000.00	\$ 5,000.00					1	\$ 5,000.00	
10. E&S Maintenance/Removal	LS	1	\$ 5,000.00	\$ 5,000.00					1	\$ 5,000.00	
Sediment Basin 1											
11. Strip Topsoil	CY	880	\$ 2.50	\$ 2,200.00	880	\$2,200.00	880	\$2,200.00		\$ -	
12. Cut to Fill	CY	1,910	\$ 3.50	\$ 6,685.00	1910	\$6,685.00	1910	\$6,685.00		\$ -	
13. Respread Topsoil	CY	600	\$ 2.75	\$ 1,650.00	600	\$1,650.00	600	\$1,650.00		\$ -	
14. Final Grading and Stabilization	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$2,500.00	1	\$2,500.00		\$ -	
15. Outlet Structure	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$3,500.00	1	\$3,500.00		\$ -	
16. Temporary Riser	EA	1	\$ 1,000.00	\$ 1,000.00	1	\$1,000.00	1	\$1,000.00		\$ -	
17. 24" Class III O-Ring RCP	LF	54	\$ 85.00	\$ 4,590.00	54	\$4,590.00	54	\$4,590.00		\$ -	
18. Anti-Seep Collars	EA	2	\$ 1,000.00	\$ 2,000.00	2	\$2,000.00	2	\$2,000.00		\$ -	
19. Basin Baffle Walls	LF	155	\$ 12.00	\$ 1,860.00	155	\$1,860.00	155	\$1,860.00		\$ -	
20. Level Spreader with Inlet and cleanout	EA	1	\$ 7,000.00	\$ 7,000.00	1	\$7,000.00	1	\$7,000.00		\$ -	
21. Landlok 450 Spillway Matting	SF	3,934	\$ 1.25	\$ 4,917.50	3934	\$4,917.50	3934	\$4,917.50		\$ -	
22. Slope Matting & Seed	SF	10,000	\$ 0.20	\$ 2,000.00	10000	\$2,000.00	10000	\$2,000.00		\$ -	
II. STORMWATER MANAGEMENT											
Sediment Basin 1 to SWM Basin 1 Conversion											
1. Dewater and Remove Temporary Riser	LS	1	\$ 1,000.00	\$ 1,000.00					1	\$ 1,000.00	
2. Desilt	LS	1	\$ 1,000.00	\$ 1,000.00					1	\$ 1,000.00	
3. 6" Underdrain	LF	185	\$ 20.00	\$ 3,700.00					185	\$ 3,700.00	
4. 18" Amended Soil	CY	690	\$ 30.00	\$ 20,700.00					690	\$ 20,700.00	
5. 6" Topsoil	CY	230	\$ 10.00	\$ 2,300.00					230	\$ 2,300.00	
6. Permanent Stabilization	LS	1	\$ 2,500.00	\$ 2,500.00					1	\$ 2,500.00	



ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

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PROJECT OWNER:	Butler Pike Properties, LP	TOAL ESCROW:	\$ 1,337,606.05	TOTAL CONSTRUCTION CONTINGENCY REMAINING:	\$ 121,600.55
MUNICIPALITY:	New Britain Township	SEPARATE CASH ENG./INSP./LEGAL:	\$ 60,800.28	TOTAL ESCROW REMAINING:	\$ 585,090.55
ESCROW AGENT:	Cincinatti Insurance	RELEASE NO.:	1	TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ 463,490.00
TYPE OF SECURITY:	Performance Bond	RELEASE DATE:	July 5, 2023		
AGREEMENT DATE:	July 11, 2022				

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ #2
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
On-Site Drainage											
7. 15" HDPE	LF	611	\$ 60.00	\$ 36,660.00	611	\$36,660.00	611	\$36,660.00		\$ -	
8. 18" HDPE	LF	247	\$ 70.00	\$ 17,290.00	247	\$17,290.00	247	\$17,290.00		\$ -	
9. 24" HDPE	LF	365	\$ 80.00	\$ 29,200.00	365	\$29,200.00	365	\$29,200.00		\$ -	
10. 30" HDPE	LF	13	\$ 90.00	\$ 1,170.00	13	\$1,170.00	13	\$1,170.00		\$ -	
11. 24" RCP	LF	115	\$ 110.00	\$ 12,650.00	115	\$12,650.00	115	\$12,650.00		\$ -	
12. Type 'C' Inlet	EA	10	\$ 3,000.00	\$ 30,000.00	10	\$30,000.00	10	\$30,000.00		\$ -	
13. Type 'M' Inlet	EA	7	\$ 3,000.00	\$ 21,000.00	7	\$21,000.00	7	\$21,000.00		\$ -	
14. 18" DW Headwall	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$1,500.00	1	\$1,500.00		\$ -	
15. 30" DW Headwall	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$2,000.00	1	\$2,000.00		\$ -	
16. Riprap	EA	2	\$ 1,000.00	\$ 2,000.00	2	\$2,000.00	2	\$2,000.00		\$ -	
17. 6" PVC Roof Leaders	LF	500	\$ 20.00	\$ 10,000.00	500	\$10,000.00	500	\$10,000.00		\$ -	
18. 8" PVC Roof Leaders	LF	1,060	\$ 25.00	\$ 26,500.00	1060	\$26,500.00	1060	\$26,500.00		\$ -	
19. PVC Fittings	EA	8	\$ 100.00	\$ 800.00	8	\$800.00	8	\$800.00		\$ -	
20. PVC Cleanouts	EA	9	\$ 100.00	\$ 900.00	9	\$900.00	9	\$900.00		\$ -	
III. CONCRETE											
1. Belgian Block Curb	LF	5,465	\$ 20.00	\$ 109,300.00	4973	\$99,460.00	4973	\$99,460.00	492	\$ 9,840.00	
2. Concrete Sidewalk (On- & Offsite)	SF	13,520	\$ 5.00	\$ 67,600.00	4815	\$24,075.00	4815	\$24,075.00	8,705	\$ 43,525.00	
3. Concrete Curb Ramps (On- & Offsite)	EA	13	\$ 1,500.00	\$ 19,500.00	7	\$10,500.00	7	\$10,500.00	6	\$ 9,000.00	
4. Dumpster Pads	SF	680	\$ 7.00	\$ 4,760.00	340	\$2,380.00	340	\$2,380.00	340	\$ 2,380.00	
5. Emer Access Reinforced Concrete Sidewalk and Access	SF	340	\$ 7.00	\$ 2,380.00	340	\$2,380.00	340	\$2,380.00		\$ -	
IV. PAVING											
1. Fine Grade and Compact	SY	10,705	\$ 1.00	\$ 10,705.00	9012	\$9,012.00	9012	\$9,012.00	1,693	\$ 1,693.00	
2. 6" 2A Stone Subbase	SY	10,705	\$ 7.00	\$ 74,935.00	9012	\$63,084.00	9012	\$63,084.00	1,693	\$ 11,851.00	
3. 4.5" 25mm Superpave Base Course	SY	10,705	\$ 20.00	\$ 214,100.00	9012	\$180,240.00	9012	\$180,240.00	1,693	\$ 33,860.00	
4. 1.5" 9.5mm Superpave Wearing Course	SY	10,705	\$ 9.00	\$ 96,345.00					10,705	\$ 96,345.00	
5. Sweep & Tack Coat	SY	10,705	\$ 1.00	\$ 10,705.00					10,705	\$ 10,705.00	
Asphalt Walking Trail											
6. Fine Grade and Compact	SY	766	\$ 1.00	\$ 766.00	766	\$766.00	766	\$766.00		\$ -	
7. 6" 2A Stone Subbase	SY	766	\$ 7.00	\$ 5,362.00	766	\$5,362.00	766	\$5,362.00		\$ -	
8. 2.5" 9.5mm Superpave Wearing Course	SY	766	\$ 14.00	\$ 10,724.00	766	\$10,724.00	766	\$10,724.00		\$ -	
Emergency Access											
9. Fine Grade and Compact	SY	160	\$ 1.00	\$ 160.00	160	\$160.00	160	\$160.00		\$ -	
10. 6" 2A Stone Subbase	SY	160	\$ 7.00	\$ 1,120.00	160	\$1,120.00	160	\$1,120.00		\$ -	
11. Grass Pavers	SY	160	\$ 25.00	\$ 4,000.00	160	\$4,000.00	160	\$4,000.00		\$ -	



ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Butler Avenue Mixed Use	TOTAL CONSTRUCTION:	\$ 1,216,005.50	AMOUNT OF THIS RELEASE:	\$ 752,515.50
PROJECT NO.:	19-04109	CONSTRUCTION CONTINGENCY:	\$ 121,600.55	TOTAL CONSTRUCTION RELEASED TO DATE:	\$ 752,515.50
PROJECT OWNER:	Butler Pike Properties, LP	TOAL ESCROW:	\$ 1,337,606.05	TOTAL CONSTRUCTION CONTINGENCY REMAINING:	\$ 121,600.55
MUNICIPALITY:	New Britain Township	SEPARATE CASH ENG./INSP./LEGAL:	\$ 60,800.28	TOTAL ESCROW REMAINING:	\$ 585,090.55
ESCROW AGENT:	Cincinatti Insurance	RELEASE NO.:	1	TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ 463,490.00
TYPE OF SECURITY:	Performance Bond	RELEASE DATE:	July 5, 2023		
AGREEMENT DATE:	July 11, 2022				

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 2
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT	TOTAL	TOTAL		TOTAL		TOTAL		QUANTITY
			PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
V. LANDSCAPING											
1. Shade Trees	EA	73	\$ 400.00	\$ 29,200.00					73	\$ 29,200.00	
2. Evergreen Trees	EA	26	\$ 300.00	\$ 7,800.00					26	\$ 7,800.00	
3. Evergreen Buffer Trees	EA	38	\$ 300.00	\$ 11,400.00						\$ 11,400.00	
4. Ornamental Trees	EA	38	\$ 250.00	\$ 9,500.00					38	\$ 9,500.00	
5. Shrubs	EA	311	\$ 60.00	\$ 18,660.00					311	\$ 18,660.00	
6. Fine Grade, Seed, and Stabilize	LS	1	\$ 5,000.00	\$ 5,000.00					1	\$ 5,000.00	
VI. LIGHTING											
1. American Revolution LED	EA	8	\$ 4,000.00	\$ 32,000.00					8	\$ 32,000.00	
2. Cree Edge Area Type III	EA	4	\$ 2,000.00	\$ 8,000.00					4	\$ 8,000.00	
3. Cree Edge Area Type V	EA	5	\$ 2,500.00	\$ 12,500.00					5	\$ 12,500.00	
4. Cree Wall Mount Type 4ME	EA	13	\$ 250.00	\$ 3,250.00					13	\$ 3,250.00	
5. Cree Wall Mount Type III	EA	12	\$ 250.00	\$ 3,000.00					12	\$ 3,000.00	
VII. MISCELLANEOUS											
1. Traffic Signage	EA	17	\$ 150.00	\$ 2,550.00					17	\$ 2,550.00	
2. Pavement Markings	LS	1	\$ 3,500.00	\$ 3,500.00					1	\$ 3,500.00	
3. Aluminum Fencing with Masonry Piers	LF	455	\$ 40.00	\$ 18,200.00					455	\$ 18,200.00	
4. Reflective Bollards and Chain with Knox Box	EA	1	\$ 500.00	\$ 500.00					1	\$ 500.00	
5. Decorative Crosswalks (On- & Offsite)	EA	4	\$ 2,000.00	\$ 8,000.00					4	\$ 8,000.00	
6. Public Green Bench	EA	1	\$ 1,200.00	\$ 1,200.00					1	\$ 1,200.00	
7. Public Green Gazebo	EA	1	\$ 10,000.00	\$ 10,000.00					1	\$ 10,000.00	
8. Retaining Wall	LS	1	\$ 80,000.00	\$ 80,000.00	1	\$ 80,000.00	1	\$ 80,000.00		\$ -	
9. Offsite Filter Berm	LF	90	\$ 10.00	\$ 900.00					90	\$ 900.00	
10. Basin Fence	LF	217	\$ 18.00	\$ 3,906.00					217	\$ 3,906.00	
11. Trash Enclosure	EA	2	\$ 3,500.00	\$ 7,000.00					2	\$ 7,000.00	
12. Monumentation	EA	3	\$ 175.00	\$ 525.00					3	\$ 525.00	
13. As-Built Plan	LS	1	\$ 5,000.00	\$ 5,000.00					1	\$ 5,000.00	



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

July 11, 2023

File No. 21-07036

Michael Walsh, Assistant Manager
New Britain Township
207 Park Avenue
Chalfont, PA 18914

Reference: 180 New Britain Blvd Associates, LLC, Escrow Release 2
TMP #26-001-100

Dear Mike:

In response to the Applicant's request for the second escrow release associated with the above-referenced project, a representative from our office performed a site observation of the completed improvements on June 28, 2023. The escrowed site improvements are substantially complete. Therefore, we have prepared Certificate of Completion #2 in the amount of **\$120,258.00** for consideration at an upcoming public meeting. We recommend the release of the funds as delineated on the attached breakdown to 180 New Britain Blvd Associates, LLC.

This leaves \$27,231.00 remaining in the escrow fund. We recommend the remaining escrow be held as the 18-month maintenance security once the improvements are formally accepted by the Township.

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

Sincerely,

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

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

JM/tw

Enclosures:as referenced

cc: John Bates, Financial Director
Dave Conroy, Director of Planning and Zoning
Ryan Gehman, Assistant Zoning and Planning Officer
Sean Gresh/Jeffrey P. Garton, Esquire, Begley, Carlin and Mandio, LLP
James McErlean/Craig Melograno, 180 New Britain Blvd Associates, LLC
Craig D. Kennard, P.E., E.V.P., Gilmore & Associates, Inc.
Jerry O'Donnell, Gilmore & Associates, Inc.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

65 E. Butler Avenue, Suite 100
New Britain, PA 18901-5106
(215) 345-4330
Fax (215) 345-8606
www.gilmore-assoc.com

June 29, 2023
Project No.: G&A #21-07036

CERTIFICATE OF COMPLETION NO. 2
180 NEW BRITAIN BLVD ASSOCIATES, LLC
NEW BRITAIN TOWNSHIP

Original Financial Security: \$ 308,207.50 (Total Construction)
 \$ 30,820.75 (Total Contingency)
 \$ 30,820.75 (Total Eng/Insp/Legal)
 \$ 369,849.00 (Total Escrow Posted)

We, the undersigned, hereby certify that the work provided for a certain Agreement between New Britain Township and 180 New Britain Blvd Associates, LLC. relative to the construction and installation of certain improvements to 180 New Britain Blvd site have been completed to the extent of One Hundred, Twenty Thousand Two Hundred Fifty-Eight Dollars and Zero Cents (\$120,258.00). This certificate authorizes the cash escrow be reduced to the extent of **\$120,258.00** pursuant to the Financial Security Agreement between the Township and 180 New Britain Blvd Associates, LLC.

This draft is drawn upon the above stated security account and no other account which may be applicable to this project or in which 180 New Britain Blvd Associates, LLC may have an interest. It is payable in an amount not to exceed \$120,258.00 to 180 New Britain Blvd Associates, LLC or such other persons or parties as they shall designate.

ESCROW SUMMARY

Total Financial Security:	\$ 369,849.00
Amount of Previous Releases:	\$ 222,360.00
Amount of this Request:	\$ 120,258.00
Amount of Construction Available:	\$ 0.00
Total Escrow Remaining:	\$ 27,231.00

NEW BRITAIN TOWNSHIP ENGINEER:

Janene Marchand 6/29/2023
Date
Janene Marchand, P.E.
Gilmore & Associates, Inc
Township Engineers

DESIGNATED DRAFT RECIPIENT:

Name (print) Gabriel L Clark
Title manager
Signature [Signature]

NEW BRITAIN TOWNSHIP MANAGER:

Michael Walsh, Assistant Manager

ESCROW STATUS REPORT
SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	180 New Britain Boulevard	TOTAL CONSTRUCTION:	\$ 308,207.50	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ 120,258.00
PROJECT NO.:	21-07036	CONSTRUCTION CONTINGENCY:	\$ 30,820.75		
PROJECT OWNER:	180 New Britain BLVD Associates, LLC	ENG./INSP./LEGAL:	\$ 30,820.75	AMOUNT OF THIS RELEASE:	\$ 120,258.00
		TOAL ESCROW:	\$ 369,849.00		
MUNICIPALITY:	New Britain Township			TOTAL CONSTRUCTION RELEASED TO DATE:	\$ 342,618.00
ESCROW AGENT:	N/A			TOTAL ESCROW REMAINING:	\$ 27,231.00
TYPE OF SECURITY:	Cash	RELEASE NO.:	2	TOTAL RETAINAGE TO DATE:	\$ -
AGREEMENT DATE:	October 17, 2022	RELEASE DATE:	June 29, 2023	TOTAL CONSTRUCTION CONTINGENCY REMAINING:	\$ 20,423.25
				TOTAL LEGAL/ENG./INSPECTION REMAINING:	\$ 6,807.75
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ -

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 2
					QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT							
I. EROSION CONTROL											
1. Rock Construction Entrance	EA	1	\$1,500.00	\$1,500.00			1	\$1,500.00			
2. 12" Filter Sock	LF	405	\$6.00	\$2,430.00			405	\$2,430.00			
3. 18" Filter Sock	LF	100	\$8.00	\$800.00			100	\$800.00			
4. Inlet Protection	EA	11	\$180.00	\$1,980.00			11	\$1,980.00			
5. Earthwork/ Fine Grading	LS	1	\$15,000.00	\$15,000.00	0.5	\$7,500.00	1.0	\$15,000.00			
6. Respread Topsoil	CY	285	\$2.50	\$712.50	285	\$712.50	285	\$712.50			
7. Temporary Seeding	LS	1	\$1,000.00	\$1,000.00	1	\$1,000.00	1	\$1,000.00			
8. Permanent Seeding	LS	1	\$2,000.00	\$2,000.00	1	\$2,000.00	1	\$2,000.00			
9. E&S Maintenance/Removal	LS	1	\$2,000.00	\$2,000.00	0.5	\$1,000.00	1	\$2,000.00			
II. STORMWATER MANAGEMENT											
Subsurface Infiltration Bed											
1. Outlet Structure	EA	1	\$4,500.00	\$4,500.00			1	\$4,500.00			
2. Concrete Encasement	LF	20	\$55.00	\$1,100.00			20	\$1,100.00			
3. Class 1 Geotextile	SY	1,188	\$4.00	\$4,752.00			1188	\$4,752.00			
4. AASHTO No. 57 Aggregate	CY	737	\$8.00	\$5,896.00			737	\$5,896.00			
5. 15" Perf HDPE	LF	127	\$30.00	\$3,810.00			127	\$3,810.00			
6. Engineered Soil	CY	383	\$20.00	\$7,660.00			383	\$7,660.00			
7. Mirafi 600 X Geotextile Liner	SY	1,168	\$4.00	\$4,672.00			1168	\$4,672.00			
8. Cleanout	EA	2	\$250.00	\$500.00			2	\$500.00			
On-Site Drainage											
9. 15" SLCPP	LF	388	\$40.00	\$15,520.00			388	\$15,520.00			
10. 18" SLCPP	LF	10	\$60.00	\$600.00			10	\$600.00			
11. Rim Extension for Existing SMH	EA	1	\$500.00	\$500.00			1	\$500.00			
12. Type C Inlet	EA	7	\$2,000.00	\$14,000.00			7	\$14,000.00			
13. Type M Inlet	EA	1	\$2,000.00	\$2,000.00			1	\$2,000.00			
14. Cleanout Existing Storm Inlet	LS	1	\$500.00	\$500.00			1	\$500.00			
15. Connect to Existing Manhole	EA	1	\$1,000.00	\$1,000.00			1	\$1,000.00			
III. CONCRETE											
1. Concrete Sidewalk	SF	4,145	\$8.00	\$33,160.00	2145	\$17,160.00	4145	\$33,160.00			
2. 6" Concrete Vertical Curb (18" Deep)	LF	1,360	\$25.00	\$34,000.00			1360	\$34,000.00			
IV. PAVING											
1. Township Road Restoration	SY	7	\$80.00	\$560.00	7	\$560.00	7	\$560.00			
Light Duty Paving											
2. 1.5" 9.5mm Superpave Wearing Course	SY	2,485	\$10.00	\$24,850.00	2485	\$24,850.00	2485	\$24,850.00			
3. 2.5" 19mm Superpave Base Course	SY	2,485	\$14.00	\$34,790.00	385	\$5,390.00	2485	\$34,790.00			
4. 8" 3A Modified Coarse Aggregate	SY	2,485	\$9.00	\$22,365.00	385	\$3,465.00	2485	\$22,365.00			
Heavy Duty Paving											
5. 1.5" 9.5mm Superpave Wearing Course	SY	340	\$10.00	\$3,400.00	340	\$3,400.00	340	\$3,400.00			
6. 5" 19mm Superpave Binder Course	SY	340	\$18.00	\$6,120.00			340	\$6,120.00			
7. 6" 3A Modified Coarse Aggregate	SY	340	\$8.00	\$2,720.00			340	\$2,720.00			

ESCROW STATUS REPORT
SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	180 New Britain Boulevard	TOTAL CONSTRUCTION:	\$ 308,207.50	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ 120,258.00
PROJECT NO.:	21-07036	CONSTRUCTION CONTINGENCY:	\$ 30,820.75		
PROJECT OWNER:	180 New Britain BLVD Associates, LLC	ENG./INSP./LEGAL:	\$ 30,820.75	AMOUNT OF THIS RELEASE:	\$ 120,258.00
		TOAL ESCROW:	\$ 369,849.00		
MUNICIPALITY:	New Britain Township			TOTAL CONSTRUCTION RELEASED TO DATE:	\$ 342,618.00
ESCROW AGENT:	N/A			TOTAL ESCROW REMAINING:	\$ 27,231.00
TYPE OF SECURITY:	Cash	RELEASE NO.:	2	TOTAL RETAINAGE TO DATE:	\$ -
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				TOTAL LEGAL/ENG./INSPECTION REMAINING	\$ 6,807.75
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ -

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 2
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY
			PRICE	AMOUNT		AMOUNT		AMOUNT		AMOUNT	
V. LANDSCAPING & LIGHTING											
1. Deciduous Shade Trees	EA	12	\$400.00	\$4,800.00	12	\$4,800.00	12	\$4,800.00			
2. Shrubs	EA	64	\$65.00	\$4,160.00	64	\$4,160.00	64	\$4,160.00			
3. Light Pole and Foundation	EA	6	\$3,000.00	\$18,000.00			6	\$18,000.00			
VI MISCELLANEOUS											
1. Signage	EA	19	\$150.00	\$2,850.00	19	\$2,850.00	19	\$2,850.00			
2. Pavement Markings	LS	1	\$2,000.00	\$2,000.00	1	\$2,000.00	1	\$2,000.00			
3. ADA Ramps	EA	5	\$3,000.00	\$15,000.00			5	\$15,000.00			
4. As-Built Plans	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00	1	\$5,000.00			

**NEW BRITAIN TOWNSHIP
DEVELOPMENT AGREEMENT
(Highpoint / Foxlane Homes at Highpoint, LLC)**

THIS AGREEMENT, dated this _____ day of _____, A.D., 2023, 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

FOXLANE HOMES AT HIGHPOINT, LLC, a Pennsylvania Limited Liability Company, having offices at 500 Office Center Drive, Suite 200, Fort Washington, PA 19034 (hereinafter referred to as "***Developer***"), owner or equitable owner of certain premises in the Township of New Britain, Bucks County, Pennsylvania, consisting of Bucks County Tax Parcel Nos. 26-005-056, 26-005-056-009, and 26-005-047-005, 26-005-056-001, and 26-005-056-011, consisting of 29.17 acres located along Highpoint and Horizon Drives, New Britain Township, Bucks County, Pennsylvania, (hereinafter referred to as the "***Property***"), and more fully described on a separate set of plans on record in the Township Office entitled "Preliminary Land Development Plans", prepared by Van Cleef Engineering Associates, LLC, consisting of sixty-eight (68) sheets, dated January 12, 2022, last revised April 10, 2023; said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the "***Plan***").

WITNESSETH

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

WHEREAS, Developer intends to develop the Property by the construction of one hundred thirty-seven (137) townhouse and twin dwellings (hereinafter referred to as the "***Project***") pursuant to the Plans and Township's grant of conditional final approval thereof; and

WHEREAS, Developer further intends to construct improvements, including, but not limited to, land clearing, stormwater management, erosion and sediment control, road construction and widening, street trees, landscaping, and other requirements (hereinafter referred to as the "***Improvements***") in accordance with the Plan and Township Resolution 2022-09, which granted conditional final plan approval to the Project on April 18, 2022, a copy of which is attached hereto and made a part hereof as ***Exhibit "A"***; and

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

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

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

I. PLAN AND PROJECT COMPLIANCE

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

Developer shall acquire, where necessary, as a condition precedent to beginning construction and the issuance of building permits, any and all approvals and permits which may be required by any outside governmental agencies, including, but not limited to the Bucks County Conservation District, the Pennsylvania Department of Environmental Protection, and 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 any other fee simple owners of any portion of the Property and duly acknowledged by a raised notary seal affixed. These copies shall also have affixed thereto an imprint placed by Developer's engineer and/or surveyor. Upon approval by Township, the Plan shall be signed by the New Britain Township Board of Supervisors. Said Plan and this

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

III. AS-BUILT PLANS TO BE PROVIDED TO TOWNSHIP

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

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

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

VI. DEVELOPER TO EMPLOY AN APPROVED REGISTERED PROFESSIONAL ENGINEER

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

If Developer does not employ a registered professional engineer whose name has been submitted to Township in accordance with the terms of this Agreement, then supervision of the Project shall remain in the Township Engineer's control absolutely and the Township Engineer shall make all inspections at the 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 required approvals under the Pennsylvania Sewage Facilities Act from the Pennsylvania Department of Environmental Protection, if applicable, prior to the recording of the Plan, the issuance of any permits by the Township, or the commencement of any work under the terms of this Agreement.

VIII. DEVELOPER'S AGREEMENT TO COMPLETE IMPROVEMENTS

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

Developer further agrees that it shall pay all incidental costs related to the completion of this Project in accordance with this Agreement regardless of what these costs might be, including, but not limited to the payment of 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 a performance bond to Township to financially guarantee the completion of the Improvements that are required to be completed by Developer. The performance bond shall be provided by Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-1403, in the amount of Three Million Three Hundred Sixty-Five Thousand Four Hundred Dollars and 30 Cents (\$3,365,400.30) (the "*Financial Security*"). The performance bond shall be in the Township's name and shall be delivered on or before the time of the execution of this Agreement. This Financial Security represents the estimated amount of money necessary to complete the itemized 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. This Financial Security shall be extended from time to time as needed until the Improvements as described upon the Plan have been completed and Developer is released by Township from its obligations under this Agreement. No Building Permits will be issued for any building construction until the Financial Security is provided and Foxlane Homes at Highpoint, LLC has posted financial security for those required Improvements included on *Exhibit "B."*

In the event that the Improvements are not installed pursuant to the terms of this Agreement, Township shall have the right and privilege to use this Financial Security pursuant to the provisions of this Agreement. Developer hereby agrees if Township determines that Developer has defaulted upon any obligation under this Agreement during the construction of the Project, after reasonable notice to Developer and an opportunity to cure such default, Township shall have the right and privilege to make demand upon Philadelphia Indemnity Insurance Company 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. Payment to Township by Philadelphia Indemnity Insurance Company 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 Philadelphia Indemnity Insurance Company shall be used only to cure the announced default and the resulting actual expenses incurred thereby, including but not limited to reasonable engineering fees, reasonable attorney's fees, construction or demolition costs, and repair costs. The Township shall return the remaining balance of said payment, if any, back to Philadelphia Indemnity Insurance Company, as appropriate, to be held as all or part of the Financial Security.

Upon authorization by the Township Engineer, the Township may periodically release monies guaranteed by the Financial Security in installments for the payment of completed construction work on the Improvements. In no event, however, will funds in excess of ninety percent (90%) of the one hundred ten percent (110%) remaining costs of the improvements be released except as hereinafter provided upon completion and Township acceptance and/or approval of the Improvements. The value of said completed Improvements, for purposes of this paragraph, shall be determined by the Township Engineer.

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

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

X. RETAINAGE

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

formally accepted by Township. Upon the expiration of the Maintenance Period, Township shall authorize the holder of the Retainage to release the balance of the Retainage.

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

XI. INDEMNIFICATION

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

XII. INSURANCE

Developer agrees to maintain as to this Project, policies of liability insurance in full force and effect during the life of this Agreement expressly naming New Britain Township and its employees, the New Britain Township Board of Supervisors individually, while acting on Township business, and the Township Engineer as additional insureds. This required insurance shall be primary coverage for the named additional insureds, not secondary. These policies shall be provided by an insurance company that is rated "A-" or better by the A. M. Best Company

and is admitted to the Pennsylvania Insurance Guarantee Fund. The premiums for said insurance shall be paid in advance, and written proof of said payment shall be provided to the Township. These policies shall also provide for at least thirty (30) days prior written notice of cancellation or material change. Each of the following types of policies shall be maintained, and they shall provide the following coverage:

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

Developer agrees that no construction shall commence until the Township Solicitor has reviewed and approved the policies of insurance. Developer shall, upon request and at least annually, furnish the Township with adequate proof that the required insurance is in full force and effect, in form satisfactory to the Township Solicitor. Developer further warrants that said insurance coverage shall not be altered, modified, or canceled until dedication of the Improvements has been officially accepted by Township or until Township has given express written consent of such. In 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 workday, and materials left on site must be stored safely so as not to constitute a public nuisance.

XVI. EROSION AND SEDIMENTATION CONTROL

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

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

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

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

The temporary storage and stockpiling of topsoil/subsoil upon the Property shall be in accordance with the Plan and shall be done in such a manner so as to cause minimal inconvenience to residents living on or adjacent to the Property with due regard given to health and safety considerations. Topsoil/subsoil unearthed for the construction of the Project shall be redistributed on-site. Provided there is sufficient topsoil on the Property, any lot, open space area, recreation area, buffer, or other area disturbed by grading activities shall be restored with a

minimum of ten (10) inches, plus or minus one-half (1/2) inch, of topsoil. The storage or berming locations of topsoil shall be approved by Bucks County Conservation District and the Township Engineer prior to any topsoil being stored or stockpiled in those locations. Topsoil removal from the Property will be coordinated with and subject to the express written permission of the Township Engineer.

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

XVII. BLASTING

Before a Blasting Permit is requested, Developer shall meet with the Township Engineer to review all alternatives reasonably available in lieu of blasting. The Township Engineer shall report in writing to the Board of Supervisors at their next regularly scheduled public meeting concerning the results of this meeting. No Blasting Permit shall be issued prior to such written report being received and reviewed by the Board of Supervisors. All Blasting shall be conducted in accordance with the requirements of the Pennsylvania Department of Environmental Protection a copy of the blasting application permits shall be provided to the township along with the Pa One Call ticket and response.

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 blast site, 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 blast site. 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 the Developer upon confirmation from the township engineer that the existing street has been found to be deficient.. Such repaving shall be whatever distance is approved by the township engineer.

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

All utility lines to be installed in or upon the Property shall be placed underground. Prior to construction, Developer shall be obligated to locate all existing underground structures and utilities, including, but not limited to, water, oil and gas mains and lines; and storm and sanitary sewers; and shall undertake any and all steps necessary to protect these structures and utilities from damage or disruption. To determine the location of these underground structures and utilities, Developer shall make arrangements with representatives of the owners of such

underground structures or utilities to mark the locations thereof. Developer shall pay any and all costs associated with the identification and protection of all underground structures and utilities including, but not limited to, the digging of test holes, the services of the aforementioned owner representatives, and the use of men and equipment to determine the location of an underground structure or utility. Developer shall be responsible for any and all damage to any underground structure or utility resulting from construction upon or development of the Property and shall immediately repair all such damage.

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

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

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

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

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

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

If the Plan requires curbs, sidewalks, cartway widening or improvements, drainage improvements, streetlights, 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 31st and March 15th of any year without prior written approval of the Township Engineer.

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

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

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

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

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

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

All Improvements shall be constructed in accordance with the Plan and this Agreement. Prior to approval of and/or acceptance of dedication of the Improvements by the Township and during the Maintenance Period, Developer shall be responsible for all maintenance of the Improvements, including, but not limited to, normal repairs and upkeep, lawn mowing, and snow and ice removal. Developer acknowledges that upon completion of construction and/or completion of the Maintenance Period, the owner of the Property shall maintain all Improvements not dedicated to and accepted by Township in good repair, including, but not limited to, storm water facilities, signage, buffering, curbing, sidewalks, retaining walls, light

standards, parking spaces including striping of same, fire lanes including striping of same, landscaping, and paved areas in accordance with Township ordinances, codes, rules, and regulations. Developer's obligation to repair, replace, and maintain the foregoing-described Improvements shall be deemed a covenant to run with the land and shall be binding upon Developer, its heirs, successors, and assigns. Notwithstanding the foregoing, Developer shall have no further obligations under this Agreement upon expiration of the Maintenance Period.

XX. TIME FOR COMPLETION

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

XXI. REIMBURSEMENT FOR COSTS AND EXPENSES

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

To ensure such reimbursement, Developer has established, on account, as a part of the Financial Security a sum of Thirty Thousand Dollars (\$30,000.00) 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 Philadelphia Indemnity Insurance Company to pay such invoice directly to Township from the Reimbursement Fund. The Thirty Thousand Dollars (\$30,000.00) posted pursuant to this Paragraph is in addition to the funds required pursuant to Article IX.

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 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 or Philadelphia Indemnity Insurance Company, 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.

XXII. INSPECTIONS AND CERTIFICATE OF OCCUPANCY

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

No 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 and necessary for the reasonable use and occupancy of the structure have been completed, and inspected and approved by Township. All requirements applicable to said structure under this Agreement, the Plan, and any statute, ordinance, rule, or regulation must be complied with and all roads necessary for ingress and egress to said structure by its occupants and emergency vehicles must be completed up to and including the application of the binder course prior to the issuance of a Certificate of Occupancy. Furthermore, no 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 temporary Certificate of Occupancy, or 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.

XXIII. TOWNSHIP TO COMPLETE

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

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

XXIV. RESERVED

XXV. CAPITAL CONTRIBUTIONS

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

A. Developer shall contribute to the Township the sum of Six Hundred Eighty-Five Thousand Dollars (\$685,000.00) as a fee in lieu of the required park and recreation improvements, as well as a fee in lieu of active recreation and amenities which collectively are Five Thousand Dollars (\$5,000.00) per dwelling unit and are noted in Conditions #7 and #8 of the Approval Resolution.

B. Intentionally Omitted.

C. Developer shall contribute Twenty-Seven Thousand Eight Hundred and Thirty-Seven Dollars and Fifty Cents (\$27,837.50) to the Township for the Stormwater BMP fee, as required by *Exhibit "A"*.

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

E. Developer shall pay the tree replacement fee of approximately Nineteen Thousand Six Hundred Dollars (\$19,600.00), subject to the final replacement fee being determined by the Developer and the Township.

XXVI. ADDITIONAL CONDITIONS

In addition to the conditions noted in *Exhibit "A,"* Developer shall also comply with the following requirements:

A. The Homeowners Association documents shall be reviewed and approved by the Township Solicitor.

B. Prior to the commencement of construction, the Developer shall provide confirmation that the Developer has executed and funded Development Agreements with the North Wales Water Authority and the Chalfont-New Britain Joint Sewer Authority.

C. Developer shall have received approval from the Pennsylvania Department of Transportation for the flashing warning device on Upper State Road.

D. In the event Applicant is unable to secure an easement along Horizon Drive in the front of La Petite for the construction of the sidewalk, Developer shall report the consequences of failure to secure said easement to the Township Board of Supervisors for further action with respect to the installation of the sidewalk.

XXVII. REMEDIES AND WAIVER

If Township determines that a violation or default of the terms of this Agreement has occurred, it shall give written notice to Developer of such violation or default, and demand corrective action sufficient to cure the violation or default and, where the violation involves injury to the Property resulting from any use or activity inconsistent with this Agreement, to restore the portion of the Property so injured to its prior condition in accordance with the Plan and this Agreement. If Developer fails to cure the violation within fifteen (15) days after receipt of notice thereof from Township, or under circumstances where the violation cannot reasonably

be cured within a fifteen (15) day period, fails to begin curing such violation within the fifteen (15) day period, or fails to continue diligently to cure such violation until finally cured, Township may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury. Township's remedies described in this Agreement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

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

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

In addition to the above-listed remedies, the Township may, upon discovery of a breach or violation of the Plan, *Exhibit "A,"* and/or this Agreement, cease to issue any further permits for the Project or any portion thereof until the violation has been cured. The Township is not required to provide prior notice to Developer before exercising its rights under this provision.

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

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

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 entity other than Philadelphia Indemnity Insurance Company without the prior written consent of Township. Any attempted assignment to anyone other than Philadelphia Indemnity Insurance Company 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 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 Improvement Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and the Ordinances of New Britain Township. All the parties to this Agreement hereby consent to the exclusive jurisdiction of the Court of Common Pleas of

Bucks County, Pennsylvania regarding any dispute arising out of or in connection with this Agreement.

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
Foxlane Homes at Highpoint, LLC
(Signatures)**

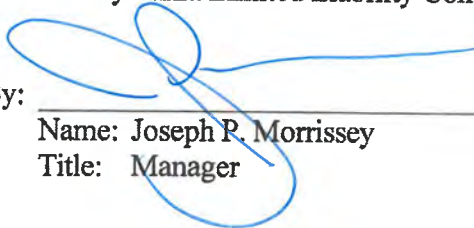
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereby cause this Agreement to be executed the day and year first above written.

DEVELOPER



Witness

**FOXLANE HOMES AT HIGHPOINT, LLC, a
Pennsylvania Limited Liability Company**

By: 

Name: Joseph P. Morrissey
Title: Manager

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., 2023, 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: William B. Jones, III
Title: Chair

ATTEST:

Michael Walsh, Assistant Township Manager

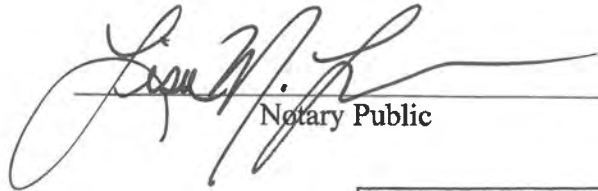
**NEW BRITAIN TOWNSHIP
DEVELOPMENT AGREEMENT
Foxlane Homes at Highpoint, LLC
(Acknowledgments)**

BY DEVELOPER

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

On this 3 day of July, 2023, before me a Notary Public, personally appeared **JOSEPH P. MORRISSEY, MANAGER of FOXLANE HOMES AT HIGHPOINT, LLC**, a Pennsylvania Limited Liability Company, and that he as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as such Officer.

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

 (SEAL)
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Lisa Marie Lagreca, Notary Public
Montgomery County
My commission expires January 27, 2024
Commission number 1324309
Member, Pennsylvania Association of Notaries

BY TOWNSHIP

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

On this _____ day of _____, 2023, before me a Notary Public, personally appeared **WILLIAM B. JONES, III, CHAIRMAN OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP**, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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

Notary Public (SEAL)

EXHIBIT "A"

RESOLUTION NO. 2022-09

NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP GRANTING PRELIMINARY/FINAL LAND DEVELOPMENT AND SUBDIVISION APPROVAL TO FOXLANE HOMES AT HIGHPOINT, LLC, TO PLANS PREPARED BY VAN CLEEF ENGINEERING ASSOCIATES, LLC, DATED JANUARY 12, 2022, CONSISTING OF 65 SHEETS, WHICH PROPOSE THE CONSTRUCTION OF 137 RESIDENTIAL HOMES.

WHEREAS, Foxlane Homes at Highpoint, LLC ("*Applicant*") has submitted an application for preliminary/final land development and subdivision approval of a residential land development that proposes to construct one hundred thirty-seven (137) townhouse and twin dwellings ("*Project*") on a 29.17 acre parcel of real property consisting of Bucks County Tax Parcels #26-005-047-005, #26-005-056, #26-005-056-008, and #26-005-056-009 ("*Property*"); and

WHEREAS, the proposed Project is reflected on the Plans entitled "Preliminary Land Development Plans," prepared by Van Cleef Engineering Associates, LLC, dated January 12, 2022, consisting of 65 sheets ("*Plan*"); and

WHEREAS, the New Britain Township Planning Commission reviewed the Plan at its March 23, 2022, meeting, and having found it to be in substantial compliance with the Conditional Use Decision of the New Britain Township Board of Supervisors, as well as the Township Zoning Ordinance, the Township Subdivision and Land Development Ordinance, and other applicable Township regulations, recommended that preliminary/final approval be granted, subject to conditions.

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

1. Applicant shall comply with the Conditional Use Decision rendered by the New Britain Township Board of Supervisors on July 19, 2021, a true and correct copy of which is attached hereto as *Exhibit "A"* and incorporated by reference.
2. Applicant shall comply with all recommendations of the Gilmore and Associates Review Letter of March 15, 2022, to the satisfaction of the Township Engineer, except for items D.1 and D.2 under the Traffic Comments section, a copy of which is attached hereto as *Exhibit "B"* and incorporated by reference. (Township Code §22-403, §22-502)

3. Applicant shall comply with all recommendations of the Bucks County Planning Commission Review Letter of February 15, 2022, unless herein modified, a copy of which is attached hereto as *Exhibit "C"* and incorporated by reference. (Township Code §22-403, §22-502)
4. Applicant shall comply with all recommendations of the New Britain Township Fire Marshal noted in the review letter of February 10, 2022, unless herein modified, a true and correct copy of which is attached hereto as *Exhibit "D"* and incorporated by reference. (Township Code §22-403, §22-502)
5. If applicable. Applicant shall provide natural resource protection easements across the Property in accordance with the Township Zoning Ordinance. (Township Code §27-502.3, §27-505 & §27-2401.e)
6. Applicant shall construct all public improvements shown on the Plan, including, but not limited to, water and sewer facilities, stormwater facilities, street trees, roadway improvements, and installation of curbs and sidewalks.
7. Applicant shall contribute a Park and Recreation fee to the Township in the amount of \$2,500 per dwelling unit, which said payment shall be made contemporaneously with the execution and funding of Development and Financial Security Agreements. (Township Code §22-715)
8. In addition to the \$2,500 per dwelling unit as noted in the preceding numbered condition, it is also a condition that the Applicant shall pay the sum of \$2,500 per dwelling unit as a fee in lieu of active recreation facilities and amenities, which said payment shall be made contemporaneously with the execution and funding of Development and Financial Security Agreements.
8. Applicant shall place restrictions on the conversion of the garages into living space for every dwelling unit in the Project, the language of which shall be subject to the approval of the Township Solicitor.
9. Any and all internal roads to be constructed as part of the Project shall be private and be owned and maintained by the homeowners' association created by the Applicant and the homeowners' association documents shall be reviewed and approved by the Township Solicitor.
10. The names of any and all internal roads to be constructed as part of the Project shall be reviewed and approved by the New Britain Township Board of Supervisors.
11. No construction vehicles shall take access to the Project from Schoolhouse Road until the construction is completed and the Project ended.

12. Any damage done to Highpoint Drive and/or Horizon Drive during the course of construction shall be repaired by Applicant as the need arises, but shall be finally repaired following completion of construction of the project.
13. All Plans of the Project shall be ADA compliant.
14. Applicant shall execute the required Stormwater Maintenance Agreement in a form approved by the Township Solicitor. Applicant shall pay the required stormwater fee of \$27,837.50 (\$2.50 per linear foot of existing and proposed roads within the development), which said payment shall be made contemporaneously with the execution and funding of Development and Financial Security Agreements. (Township Code §22-712.13, §§26-151 - 164; Township Fee Resolution No. 2021-3)
15. Applicant shall pay the Stormwater BMP Maintenance Guarantee fee applied to all proposed BMPs installed within the Township for the timely installation, proper construction, and continued maintenance of such facilities by the owner of the subject property. The fee is 5% of the construction costs of all the BMPs proposed as a part of the Project, with a minimum fee of \$100.00, but not to exceed \$10,000.00. This fee will be determined by the Township Engineer once Applicant's Opinion of Probable Cost is reviewed and approved by the Township Engineer. (Township Code §22-712.13, §§26-151 - 164; Township Fee Resolution No. 2021-3)
16. Applicant shall obtain all required approvals from various agencies having jurisdiction over the Project, including, but not limited to: Pennsylvania Department of Environmental Protection ("DEP") NPDES Permit, DEP Sewage Facilities Planning Module, Bucks County Health Department, Bucks County Conservation District E & S Permit, and Pennsylvania Department of Transportation Highway Occupancy Permit (required in connection with paragraph 24, herein, which may be obtained subsequent to plan recording). (Township Code §22-406.1, §22-711, §22-720, §22-721, §22-905)
17. Applicant shall submit to the Township Engineer for review all necessary legal descriptions and construction cost estimates of the site improvements. (Township Code §22-406.1, §22-903, §22-904)
18. Applicant shall execute Development and Financial Security Agreements and all other development documents (including all necessary guarantees, agreements, easements, deeds, and declarations), all in a form and manner to be approved by the Township Solicitor; Applicant shall post sufficient financial security in a form acceptable to the Township; Applicant shall provide proof of sufficient insurance coverage to the Township. (Township Code §22-406.1)
19. Applicant shall execute all deeds of dedication, legal descriptions of rights-of-way, access easement descriptions, lot descriptions, notes, etc., all in a form and manner

to be approved by the Township Solicitor. Descriptions for those areas of land specified on the Plans for dedication to the Township shall be submitted to the Township Engineer in a form suitable to the Engineer. These deeds shall be accompanied by title insurance to the benefit of the Township indicating that title to these areas is free and clear of all liens, encumbrances and restrictions that could adversely affect the use of these dedicated for roadways and other proper purposes. (Township Code §22-406.1)

20. Applicant shall pay all appropriate fees applicable to this Project including all outstanding bills from the Township's professional consultants. (Township Code §22-406.1)
21. All documentation shall be executed prior to recording of Record Plans. (Township Code §22-406)
22. Applicant and its professionals shall execute, notarize, and seal the Final Record Plan. (Township Code §22-406.2)
23. Applicant shall comply with all other applicable Township, County, State, and Federal rules, regulations, codes, ordinances, and statutes. (Township Code §22-905)
24. Prior to issuance of the thirty-fourth (34) occupancy permit for the Project, Applicant shall install a flashing light or similar traffic warning device along Upper State Road, as same may be approved and permitted by PennDOT, indicating the upcoming Upper State Road and Highpoint Drive intersection, said traffic warning device to be to the satisfaction of the Township Engineer. Applicant shall pay all costs of design, permitting and installation of the device, up to the maximum amount of Twenty-Five Thousand Dollars (\$25,000).

BE IT RESOLVED, in response to Applicant's written request, dated January 12, 2022, the Board of Supervisors hereby grants waivers from the provisions of Chapter 22 of the New Britain Township Code related to Subdivision and Land Development. The grant of these waivers is conditioned upon the Applicant meeting the following requirements, where noted:

- a. Section 403 - A waiver to permit Applicant to proceed with approval of a Preliminary/Final Plan submission.
- b. Section 22-705.1.D - A waiver to allow the use of dead-end streets.
- c. Section 22-704.4 - A waiver from the requirement that nothing be placed, planted, or set within the area of an easement and that the area shall be kept as lawn or in a natural state.

- d. Section 22-705.3.C - A waiver from the requirement that where a subdivision and/or land development abuts or contains an existing street, the applicant is required to improve the street to Township standards for cartway widths.
- e. Section 22-705.3.G - A partial waiver from the requirement that where a subdivision and/or land development abuts or contains an existing street, the applicant shall be required to mill and overlay the entire width of the roadway a depth of 1-1/2 inches, conditioned on Applicant addressing any pavement deficiencies on the existing roads documented during construction by the Township Engineer prior to final paving of the interior private roads.
- f. Section 22-705.4.C - A waiver from the requirement that minor collector roads and local roads have minimum intersection spacing of 800 feet and 500 feet, respectively.
- g. Section 22-705.7.C.3 - A partial waiver from the requirement that at all approaches to intersections, the grades for local streets shall not exceed 3% for a minimum distance of 50 feet from the intersection of curb lines or edges of cartways.
- h. Section 22-705.8.B - A waiver from the requirement that cul-de-sac streets have a minimum length of 400 feet.
- i. Section 22-705.8.C - A waiver from the requirement that cul-de-sac streets be provided with a left side turnaround configuration at the end of the cul-de-sac with a minimum right-of-way radius of 60 feet and a minimum paving radius of 50 feet.
- j. Section 706.1.C - A partial waiver from the requirement that curbs be provided for all parking areas, including access drives and service drives with 4 or more vehicles. Except however, curbs shall be installed, including access drives and service drives, as noted on the Plans.
- k. Section 706.2.B - A partial waiver from the requirement that sidewalks be installed along the property frontage of every existing street abutting a proposed subdivision and/or land development. Except however, sidewalks shall be installed as noted on the Plans.
- l. Section 22-712.2.K - A waiver from the requirement that all sump pump and roof drains for proposed residential buildings be connected to an existing or proposed storm sewer system, or discharged directly to a stormwater detention facility.
- m. Section 22-712.4.I - A partial waiver from the requirement that the maximum spillway length for a detention basin not exceed 75 feet, but shall comply with spillway length as noted on the Plan.
- n. Section 22-712.4.J - A waiver from the requirement that all portions of detention basin bottoms be sloped toward the outlet structure at a minimum of 2%.

- o. Section 22-712.5.E - A waiver from the requirement that all storm sewer piping be reinforced concrete pipe (RCP).
- p. Section 22-713.4.A - A partial waiver (number and location) from the requirement that street trees be planted every 30 feet along all proposed and existing streets when they abut or lie with the proposed subdivision and/or land development, with the understanding where street trees cannot be planted, the Applicant, in consultation with the Township Engineer, may determine to replace the trees elsewhere on the site or provide shrubs, evergreen, or ornamental trees such that if a street tree is not planted that two (2) evergreen trees (6 foot minimum height, two (2) ornamental trees (8 foot minimum height and 1-1/2" caliper), or five (5) shrubs (30" minimum height, unless the location, i.e. in between the driveways, dictates a slightly smaller size) shall be planted in lieu thereof.

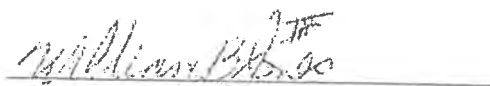
BE IT FINALLY RESOLVED, that the conditions of approval have been made known to the Applicant, and this preliminary/final land development and subdivision approval is to be deemed expressly contingent upon Applicant's affirmative written acceptance of the said conditions on a form prescribed by the Township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


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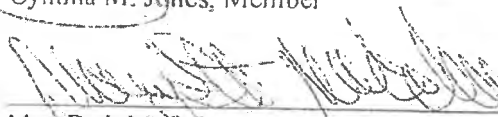
NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA
RESOLUTION NO. 2022-09

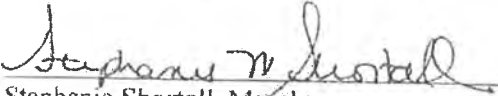
DULY ADOPTED this 18th day of April, 2022, by the Board of Supervisors of New Britain Township, in lawful session duly assembled.


Gregory T. Wood, Chair


William B. Jones, III, Member


Cynthia M. Jones, Member


Mary Beth McCabe, Esquire, Member


Stephanie Shortall, Member

ATTEST:


Matt West, Township Manager

EXHIBIT "B"

FINANCIAL SECURITY EXHIBIT



SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: I Highpoint Drive
 PROJECT NO.: 18-10046
 PROJECT OWNER: Foxlane Homes at Highpoint, LLC
 MUNICIPALITY: New Britain Township
 ESCROW AGENT:
 TYPE OF SECURITY:
 AGREEMENT DATE:

TOTAL CONSTRUCTION: \$ 2,952,598.52
 CONSTRUCTION CONTINGENCY: \$ 295,259.85
 ENG/ANSP/LEGAL: \$ 147,628.83
 TOTAL ESCROW: \$ 3,395,488.30

AMOUNT OF WORK IN PLACE THIS PERIOD: \$ -
 REQUIRED RETAINAGE THIS RELEASE (10%): \$ -
 AMOUNT OF THIS RELEASE: \$ -
 TOTAL CONSTRUCTION RELEASED TO DATE: \$ -
 TOTAL RETAINAGE TO DATE: \$ -
 TOTAL CONSTRUCTION CONTINGENCY REMAINING: \$ 295,259.85
 TOTAL LEGAL/ENG./INSPECTION REMAINING: \$ 147,628.83
 TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$ 2,552,598.52

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ #1
CONSTRUCTION ITEMS					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
I. EROSION CONTROL											
1	Construction Entrance	EA	4	\$ 2,500.00	\$ 10,000.00						
2	12" Silt Sock	LF	740	\$ 2.00	\$ 1,480.00			4	\$ 10,000.00		
3	18" Silt Sock	LF	1,760	\$ 3.00	\$ 5,280.00			740	\$ 1,480.00		
4	24" Silt Sock	LF	2,112	\$ 5.00	\$ 10,560.00			1,760	\$ 5,280.00		
5	Inlet Protection - Filter Bags	EA	100	\$ 50.00	\$ 5,000.00			2,112	\$ 10,560.00		
6	Slope Matting - NAG S-75	LS	1	\$ 6,500.00	\$ 6,500.00			100	\$ 5,000.00		
7	Slope Matting - NAG C-125	LS	1	\$ 5,000.00	\$ 5,000.00			1	\$ 6,500.00		
8	River Stone Check Dams - Swales	EA	96	\$ 142.00	\$ 13,632.00			1	\$ 5,000.00		
9	Temporary R-3 Stone Filter	EA	1	\$ 727.00	\$ 727.00			96	\$ 13,632.00		
10	Temporary Seeding	LS	1	\$ 2,000.00	\$ 2,000.00			1	\$ 727.00		
11	E&S Maintenance/Removal	LS	1	\$ 7,950.00	\$ 7,950.00			1	\$ 2,000.00		
								1	\$ 7,950.00		
II. CLEARING AND EARTHWORK											
1	Select Trees TBR	EA	86	\$ 400.00	\$ 34,400.00						
2	Strip Topsoil 6" to Stockpile	LS	1	\$ 14,000.00	\$ 14,000.00			86	\$ 34,400.00		
3	Compacted Fill From Basins, Pipe Spoils and Asphalt	LS	1	\$ 10,000.00	\$ 10,000.00			1	\$ 14,000.00		
4	Box Asphalt	SY	18,140	\$ 0.50	\$ 10,884.00			1	\$ 10,000.00		
5	Final Grade Site	SF	825,000	\$ 0.03	\$ 24,750.00			18,140	\$ 10,884.00		
6	Place Bio-Soil In Vegetated Swales 1.5' Depth	CY	1,450	\$ 47.00	\$ 60,900.00			825,000	\$ 24,750.00		
7	Respread Topsoil 8" Open Space	CY	6,810	\$ 3.50	\$ 23,835.00			1,450	\$ 60,900.00		
8	Respread Topsoil 8" Amended Soil Areas	CY	1,085	\$ 10.00	\$ 10,850.00			6,810	\$ 23,835.00		
								1,085	\$ 10,850.00		
III. STORMWATER MANAGEMENT											
Sediment Basin 1											
1	Strip Topsoil 6" to Stockpile	LS	1	\$ 3,400.00	\$ 3,400.00						
2	Excavation/Keyway	LS	1	\$ 16,000.00	\$ 16,000.00			1	\$ 3,400.00		
3	Final Grade	LS	1	\$ 5,515.00	\$ 5,515.00			1	\$ 16,000.00		
4	Respread 8" Topsoil Slopes	CY	1,085	\$ 4.80	\$ 5,208.00			1	\$ 5,515.00		
5	Temporary Stabilization	SF	40,725	\$ 0.04	\$ 1,749.00			1,085	\$ 5,208.00		
6	Super Silt Fence Baffle Wall	LF	213	\$ 12.00	\$ 2,556.00			40,725	\$ 1,749.00		
7	Outlet Structure OS 171/Trough Rock	EA	1	\$ 14,500.00	\$ 14,500.00			213	\$ 2,556.00		
8	3' Diameter w/ Stone Landing Berm	EA	1	\$ 2,145.00	\$ 2,145.00			1	\$ 14,500.00		
9	30" RCP O-Ring CL 3	LF	169	\$ 105.00	\$ 17,745.00			1	\$ 2,145.00		
10	30" Precast Anti-Serp Collar	EA	2	\$ 1,050.00	\$ 2,100.00			169	\$ 17,745.00		
11	6" Storm Manhole MH 172	EA	1	\$ 3,735.00	\$ 3,735.00			2	\$ 2,100.00		
12	Tie-ins Existing MH	EA	1	\$ 2,250.00	\$ 2,250.00			1	\$ 3,735.00		
13	Spillway Matting - NAG SC250	SF	7,830	\$ 0.40	\$ 3,132.00			1	\$ 2,250.00		
14	Slope Matting - NAG S75 Within 50' of Water Level	SF	44,000	\$ 0.15	\$ 6,600.00			7,830	\$ 3,132.00		
15	Rip Rap Spillway Dissipator - R-4 18" depth	SF	2,882	\$ 5.50	\$ 15,851.00			44,000	\$ 6,600.00		
								2,882	\$ 15,851.00		

FINANCIAL SECURITY EXHIBIT



SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: 1 Highpoint Drive
 PROJECT NO.: 18-10046
 PROJECT OWNER: Foxlane Homes at Highpoint, LLC
 MUNICIPALITY: New Britain Township
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 TYPE OF SECURITY:
 AGREEMENT DATE:

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 ENG./INSP./LEGAL: \$ 147,629.93
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ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 1
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT	TOTAL	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
			PRICE	AMOUNT							
16. Demo Curb and Replace	LF	8	\$ 60.00	\$ 480.00							
17. Sawcut Pavement	LF	36	\$ 10.00	\$ 360.00							
18. 2" Temporary Trench Pavement	SY	8	\$ 56.00	\$ 448.00							
19. Permanent Pavement Trench	LS	1	\$ 2,070.00	\$ 2,070.00							
20. Lawn Trench Restoration	SF	880	\$ 0.40	\$ 352.00							
Sediment Basin 1 to SWM Basin 1 Conversion											
1. Dewater, Desilt & Remove E&S Controls	LS	1	\$ 2,500.00	\$ 2,500.00							
2. 24" Depth Bio-Soil Aquatic Shelf	CY	1,414	\$ 43.50	\$ 61,509.00							
3. Fountains	EA	2	\$ 5,000.00	\$ 10,000.00							
4. Aquatic Bench Plantings	SF	1,728	\$ 5.00	\$ 8,640.00							
5. Wetlands Seed Mix: ERNMX-131	SY	3,000	\$ 0.50	\$ 1,500.00							
6. Meadow Mix: ERNMX-122	SY	1,950	\$ 0.50	\$ 975.00							
Sediment Basin 2											
1. Strip Topsoil 8" to Stockpile	LS	1	\$ 1,750.00	\$ 1,750.00							
2. Excavation/Keyway	LS	1	\$ 3,000.00	\$ 3,000.00							
3. Fine Grade	SF	32,000	\$ 0.08	\$ 2,560.00							
4. Respread Topsoil 6" Slopes	CY	492	\$ 5.50	\$ 2,706.00							
5. Temporary Stabilization	SF	18,800	\$ 0.04	\$ 792.00							
6. Super Silt Fence Baffle Wall	LF	70	\$ 12.00	\$ 840.00							
7. Outlet Structure OS 212/Trash Rack	LS	1	\$ 3,800.00	\$ 3,800.00							
8. 3" Skimmer w/ Stone Landing Berm	EA	1	\$ 2,145.00	\$ 2,145.00							
9. 18" RCP O-Ring CL 3	LF	70	\$ 60.00	\$ 4,200.00							
10. 18" Precast Anti-Seep Collars	EA	2	\$ 740.00	\$ 1,480.00							
11. 18" RCP MJ CL 3	LF	169	\$ 50.00	\$ 8,450.00							
12. 4' Type C Inlet	EA	2	\$ 2,115.00	\$ 4,230.00							
13. 4' Type M Inlet	EA	1	\$ 3,300.00	\$ 3,300.00							
14. Tie-Into Existing Inlet	EA	1	\$ 3,200.00	\$ 3,200.00							
15. Spillway Matting - NAG SC250	SF	3,200	\$ 0.40	\$ 1,280.00							
16. Slope Matting - NAG S-75 Within 50' of Water Level	SF	16,600	\$ 0.15	\$ 2,490.00							
17. Rip Rap Spillway Dissipator - R-4 18" depth	SF	1,574	\$ 5.50	\$ 8,657.00							
18. Demo Curb and Replace	LF	16	\$ 75.00	\$ 1,200.00							
19. Sawcut Pavement	LF	140	\$ 5.00	\$ 700.00							
20. 2" Temporary Trench Pavement	SY	72	\$ 13.00	\$ 936.00							
21. Permanent Pave Trench Restoration	LS	1	\$ 6,900.00	\$ 6,900.00							
22. Full Stone Backfill - R.O.W.	TN	23	\$ 14.00	\$ 322.00							
23. Lawn Trench Restoration	SF	880	\$ 0.40	\$ 352.00							

FINANCIAL SECURITY EXHIBIT



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: 1 Highpoint Drive
 PROJECT NO.: 18-10046
 PROJECT OWNER: Foxlane Homes at Highpoint, LLC
 MUNICIPALITY: New Britain Township
 ESCROW AGENT:
 TYPE OF SECURITY:
 AGREEMENT DATE:

TOTAL CONSTRUCTION: \$ 2,952,598.52
 CONSTRUCTION CONTINGENCY: \$ 295,258.85
 ENG./INSP./LEGAL: \$ 147,629.93
 TOTAL ESCROW: \$ 3,395,488.30

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 AMOUNT OF THIS RELEASE: \$ -
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 TOTAL LEGAL/ENG./INSPECTION REMAINING: \$ 147,629.93
 TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$ 2,952,598.52

RELEASE NO.:
 RELEASE DATE:

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 1
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT	TOTAL	TOTAL		TOTAL		TOTAL		QUANTITY
			PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
Sediment Basin #2 Forebay Conversion											
1. Dewater, Desilt & Remove E&S Controls	LS	1	\$ 2,500.00	\$ 2,500.00							
2. Strip Topsoil 6" Slopes to Stockpile	CY	28	\$ 30.00	\$ 840.00					1	\$ 2,500.00	
3. Cut to Haul Off and Dispose!	CY	299	\$ 30.00	\$ 8,970.00					28	\$ 840.00	
4. 12" Depth Bio-Soil Forebay and Slopes	CY	474	\$ 37.50	\$ 17,775.00					299	\$ 8,970.00	
5. Fine Grade	SF	12,800	\$ 0.06	\$ 768.00					474	\$ 17,775.00	
6. 12" High R-4 Rip Rap Berm	EA	1	\$ 1,005.00	\$ 1,005.00					12,800	\$ 768.00	
7. Aquatic Shelf Wetlands Plugs	SF	1,327	\$ 1.00	\$ 1,327.00					1	\$ 1,005.00	
8. Wetlands Seed Mix: ERNMX-131	SY	860	\$ 0.50	\$ 430.00					1,327	\$ 1,327.00	
9. Meadow Mix: ERNMX-122	SY	850	\$ 0.50	\$ 425.00					860	\$ 430.00	
									850	\$ 425.00	
Sediment Basin 3											
1. Strip Topsoil 6" to Stockpile	LS	1	\$ 1,300.00	\$ 1,300.00							
2. Excavation/Keyway	LS	1	\$ 1,600.00	\$ 1,600.00					1	\$ 1,300.00	
3. Fine Grade	SF	19,050	\$ 0.08	\$ 1,524.00					1	\$ 1,600.00	
4. Respread Topsoil 6" Slopes	CY	284	\$ 4.75	\$ 1,349.00					19,050	\$ 1,524.00	
5. Temporary Stabilization	SF	9,750	\$ 0.04	\$ 390.00					284	\$ 1,349.00	
6. Super Silt Fence Baffle Wall	LF	213	\$ 12.00	\$ 2,556.00					9,750	\$ 390.00	
7. Outlet Structure OS 310	EA	1	\$ 7,335.00	\$ 7,335.00					213	\$ 2,556.00	
8. 3" Skimmer w/ Stone Landing Berm	EA	1	\$ 2,145.00	\$ 2,145.00					1	\$ 7,335.00	
9. 18" RCP O-Ring CL 3	LF	27	\$ 51.00	\$ 1,377.00					1	\$ 2,145.00	
10. 18" Precast Anti-Seep Collar	EA	2	\$ 742.50	\$ 1,485.00					27	\$ 1,377.00	
11. 18" DW Endwall	EA	1	\$ 1,665.00	\$ 1,665.00					2	\$ 1,485.00	
12. Rip Rap Apron R-4 18" depth	EA	1	\$ 2,850.00	\$ 2,850.00					1	\$ 1,665.00	
13. Spillway Matting - NAG SC250	SF	2,520	\$ 0.40	\$ 1,008.00					1	\$ 2,850.00	
14. Slope Matting - NAG S75 Within 50' of Water Level	SF	9,760	\$ 0.15	\$ 1,464.00					2,520	\$ 1,008.00	
15. Concrete Curb Level Spreader w/ R-4 Rip Rap	LF	48	\$ 100.00	\$ 4,800.00					9,760	\$ 1,464.00	
16. Rip Rap Spillway Dissipator - R-4 18" depth	SF	1,574	\$ 5.50	\$ 8,657.00					48	\$ 4,800.00	
									1,574	\$ 8,657.00	
Sediment Basin #3 Forebay Conversion											
1. Dewater, Desilt & Remove E&S Controls	LS	1	\$ 2,500.00	\$ 2,500.00							
2. Strip Topsoil 6" Slopes to Stockpile	CY	52	\$ 16.50	\$ 858.00					1	\$ 2,500.00	
3. 12" Depth Bio-Soil Forebay and Slopes	CY	386	\$ 37.50	\$ 14,475.00					52	\$ 858.00	
4. Fine Grade	SF	10,400	\$ 0.06	\$ 624.00					386	\$ 14,475.00	
5. 12" High R-4 Rip Rap Berm	EA	1	\$ 337.00	\$ 337.00					10,400	\$ 624.00	
6. Aquatic Shelf/Wetland Plugs	SF	4,318	\$ 1.00	\$ 4,318.00					1	\$ 337.00	
7. Wetlands Seed Mix: ERNMX-131	SY	650	\$ 0.50	\$ 325.00					4,318	\$ 4,318.00	
8. Meadow Mix: ERNMX-122	SY	500	\$ 0.50	\$ 250.00					650	\$ 325.00	
									500	\$ 250.00	

FINANCIAL SECURITY EXHIBIT



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: 1 Highpoint Drive
 PROJECT NO.: 18-10046
 PROJECT OWNER: Foxlane Homes at Highpoint, LLC
 MUNICIPALITY: New Britain Township
 ESCROW AGENT:
 TYPE OF SECURITY:
 AGREEMENT DATE:

TOTAL CONSTRUCTION: \$ 2,952,598.52
 CONSTRUCTION CONTINGENCY: \$ 295,259.85
 ENG #/NSP./LEGAL: \$ 147,629.93
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ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 1
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT	TOTAL	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
			PRICE	AMOUNT							
Rain Garden 4											
1. Strip Topsoil 8" to Stockpile	Ls	1	\$ 850.00	\$ 850.00					1	\$ 850.00	
2. Excavation/Keyway	LS	1	\$ 800.00	\$ 800.00					1	\$ 800.00	
3. Fine Grade	SF	6,150	\$ 0.08	\$ 492.00					6,150	\$ 492.00	
4. Respread Topsoil 4" Slopes	CY	110	\$ 12.00	\$ 1,320.00					110	\$ 1,320.00	
5. Amended Bio-Soil 24" Depth	CY	128	\$ 43.13	\$ 5,520.00					128	\$ 5,520.00	
6. Outlet Structure OS 106	EA	1	\$ 2,200.00	\$ 2,200.00					1	\$ 2,200.00	
7. 4" Pier HDPE U-Drain	LF	80	\$ 15.75	\$ 1,260.00					80	\$ 1,260.00	
8. Wetlands Seed Mix: ERNMX-131	SY	332	\$ 0.50	\$ 166.00					332	\$ 166.00	
9. Rain Garden Seed Mix	SY	300	\$ 0.50	\$ 150.00					300	\$ 150.00	
On-Site Drainage											
1. Modify Existing Inlet - Brick 36" Hole	LS	1	\$ 750.00	\$ 750.00					1	\$ 750.00	
2. 18" RCP MJ CL 3	LF	51	\$ 50.00	\$ 2,550.00					51	\$ 2,550.00	
3. 36" RCP MJ CL 3	LF	214	\$ 135.00	\$ 28,890.00					214	\$ 28,890.00	
4. 18" HDPE	LF	4,747	\$ 43.00	\$ 204,121.00					4,747	\$ 204,121.00	
5. 24" HDPE	LF	1,515	\$ 58.00	\$ 87,870.00					1,515	\$ 87,870.00	
6. 30" HDPE	LF	185	\$ 80.00	\$ 14,800.00					185	\$ 14,800.00	
7. 36" HDPE	LF	141	\$ 97.00	\$ 13,677.00					141	\$ 13,677.00	
8. 4" Type C Inlet	EA	56	\$ 2,355.00	\$ 131,880.00					56	\$ 131,880.00	
9. 4" Type M Inlet	EA	38	\$ 2,257.00	\$ 85,766.00					38	\$ 85,766.00	
10. Modified Type C Inlet	EA	20	\$ 3,300.00	\$ 66,000.00					20	\$ 66,000.00	
11. Modified Type M Inlet	EA	1	\$ 3,300.00	\$ 3,300.00					1	\$ 3,300.00	
12. 4" Storm Manhole	EA	1	\$ 2,100.00	\$ 2,100.00					1	\$ 2,100.00	
13. 18" DW Endwall	EA	2	\$ 1,800.00	\$ 3,600.00					2	\$ 3,600.00	
14. 24" DW Endwall	EA	1	\$ 1,800.00	\$ 1,800.00					1	\$ 1,800.00	
15. 36" DW Endwall	EA	1	\$ 4,230.00	\$ 4,230.00					1	\$ 4,230.00	
16. Rip Rap Apron R-4 18" depth	EA	1	\$ 1,830.00	\$ 1,830.00					1	\$ 1,830.00	
17. Rip Rap Apron R-5 18" depth	EA	2	\$ 2,280.00	\$ 4,560.00					2	\$ 4,560.00	
IV. CONCRETE											
1. Belgian Block Curb	LF	7,090	\$ 15.30	\$ 108,477.00					7,090	\$ 108,477.00	
2. Concrete Curb	LF	374	\$ 20.53	\$ 7,715.62					374	\$ 7,715.62	
3. Concrete Sidewalk (On- & Offsite)	SF	32,340	\$ 4.00	\$ 129,360.00					32,340	\$ 129,360.00	
4. Concrete Curb Ramps (On- & Offsite)	EA	41	\$ 1,500.00	\$ 61,500.00					41	\$ 61,500.00	
5. Concrete Driveway Aprons	SF	14,300	\$ 5.00	\$ 71,500.00					14,300	\$ 71,500.00	
6. Emergency Access Reinforced Concrete Grass Paver	SF	1,811	\$ 7.00	\$ 12,677.00					1,811	\$ 12,677.00	

FINANCIAL SECURITY EXHIBIT



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ENGINEERING & CONSULTING SERVICES

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CONSTRUCTION ITEMS					UNIT	TOTAL	TOTAL		TOTAL		
	UNITS	QUANTITY	PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
V. PAVING											
1.	Fine Grade and Compact	SY	12,302	\$ 1.00	\$ 12,302.00						
2.	6" 2A Stone Subbase	SY	12,302	\$ 6.56	\$ 80,701.12			12,302	\$ 12,302.00		
3.	4.5" 25mm Superpave Base Course	6Y	12,302	\$ 16.69	\$ 205,320.38			12,302	\$ 80,701.12		
4.	1.5" 8.5mm Superpave Wearing Course	SY	12,302	\$ 6.49	\$ 79,839.98			12,302	\$ 205,320.38		
5.	Sweep & Tack Coat	SY	12,302	\$ 0.41	\$ 5,043.82			12,302	\$ 79,839.98		
6.	Joint Seal	LF	11,000	\$ 0.75	\$ 8,250.00			11,000	\$ 5,043.82		
Asphalt Walking Trail											
7.	Fine Grade and Compact	SY	3,658	\$ 1.00	\$ 3,658.00						
8.	6" 2A Stone Subbase	SY	3,658	\$ 8.10	\$ 29,629.80			3,658	\$ 3,658.00		
9.	2" 9.5mm Superpave Wearing Course	SY	3,658	\$ 11.18	\$ 40,896.44			3,658	\$ 29,629.80		
Off-Street Parking Lot											
10.	Fine Grade and Compact	SY	2,184	\$ 1.00	\$ 2,184.00						
11.	6" 2A Stone Subbase	SY	2,184	\$ 6.75	\$ 14,742.00			2,184	\$ 40,896.44		
12.	2" 19mm Superpave Binder Course	SY	2,184	\$ 7.73	\$ 16,882.32			2,184	\$ 14,742.00		
13.	1.5" 8.5mm Superpave Wearing Course	SY	2,184	\$ 7.31	\$ 15,965.04			2,184	\$ 16,882.32		
14.	Sweep & Tack Coat	SY	2,184	\$ 0.50	\$ 1,092.00			2,184	\$ 15,965.04		
VI. LANDSCAPING & LIGHTING											
1.	Shade Trees	EA	248	\$ 400.00	\$ 99,200.00					248	\$ 99,200.00
2.	Replacement Trees	EA	346	\$ 400.00	\$ 138,400.00					346	\$ 138,400.00
3.	Evergreen Buffer Trees	EA	523	\$ 300.00	\$ 156,900.00					523	\$ 156,900.00
4.	Ornamental Trees	EA	92	\$ 250.00	\$ 23,000.00					92	\$ 23,000.00
5.	Shrubs	EA	829	\$ 80.00	\$ 66,320.00					829	\$ 66,320.00
6.	Fine Grade, Permanent Stabilization	LS	1	\$ 5,000.00	\$ 5,000.00					1	\$ 5,000.00
7.	Street Lights	EA	25	\$ 3,000.00	\$ 75,000.00					25	\$ 75,000.00
VII. MISCELLANEOUS											
1.	On-Site Flashing Warning Sign	LS	1	\$ 25,000.00	\$ 25,000.00					1	\$ 25,000.00
2.	Traffic Signs	EA	17	\$ 150.00	\$ 2,550.00					17	\$ 2,550.00
3.	Street Sign	EA	9	\$ 150.00	\$ 1,350.00					9	\$ 1,350.00
4.	Pavement Markings	LS	1	\$ 3,500.00	\$ 3,500.00					1	\$ 3,500.00
5.	Decorative Crosswalks (On- & Offsite)	EA	21	\$ 2,000.00	\$ 42,000.00					21	\$ 42,000.00
6.	Open Space Bench	EA	2	\$ 2,000.00	\$ 4,000.00					2	\$ 4,000.00
7.	Open Space Trash Can	EA	1	\$ 500.00	\$ 500.00					1	\$ 500.00
8.	Retaining Wall	LS	1	\$ 65,000.00	\$ 65,000.00					1	\$ 65,000.00
9.	Wooden Split Rail Fence	LF	2,370	\$ 15.00	\$ 35,550.00					2,370	\$ 35,550.00
10.	Monumentation	EA	92	\$ 175.00	\$ 16,100.00					92	\$ 16,100.00
11.	As-Built Survey and Plan	LS	1	\$ 20,000.00	\$ 20,000.00					1	\$ 20,000.00



New Britain Township

Stormwater Operation & Maintenance Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, A.D., 2023, by **CENTRAL BUCKS SCHOOL DISTRICT**, a Bucks County, Pennsylvania school district, having offices at 20 Welden Dr, Doylestown, PA 18901 (hereinafter referred to as "**Landowner**"), and **NEW BRITAIN TOWNSHIP**, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the "**Township**").

WITNESSETH

WHEREAS, Landowner is the owner of certain premises in the Township of New Britain, Bucks County, Pennsylvania, consisting of one parcel, totaling approximately 14.31 acres, located at 200 Brittany Dr, Chalfont, Pennsylvania, also known as Bucks County Tax Parcel No. 26-005-054-001 (hereinafter referred to as the "**Property**"); and

WHEREAS, Landowner submitted Site Improvement Plan, prepared by Woodrow & Associates, Inc., consisting of seven (7) sheets, dated February 16, 2023; said plans being made a part hereof and incorporated herein by reference and physically attached hereto (hereinafter referred to as the "**Plan**"); and

WHEREAS, Landowner is proceeding to develop the Property in accordance with the Plan; and

WHEREAS, the Township, through the implementation of stormwater management regulations, requires that the Stormwater Management Facilities as shown on the Plan be constructed and adequately maintained by Landowner, its grantees, successors and assigns.

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

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

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

or its grantees, successors, and assigns, the Township shall have the right to enter upon the Property to cure such default.

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

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

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

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

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

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

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

5. Landowner shall keep and maintain the Stormwater Management Facilities in good working condition. Landowner shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said Facilities shown on the Plan and located on the Property, including but not limited to drainage swales, detention and retention basins, stormwater piping systems, headwalls, inlet and outlet structures, and all structures and facilities appurtenant to the foregoing, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof and to ensure compliance with all federal, state, and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered in any manner without the prior written approval of the Township. In particular, Landowner, for itself, its grantees, successors and assigns, agrees to the following:

- a. To regularly perform all inspections and maintenance of the Stormwater Management Facilities as is necessary and desirable to ensure the proper functioning of the Facilities.

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

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

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

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

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

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

11. Landowner hereby grants permission to the Township, its authorized agents and employees, upon presentation of proper identification, to enter upon the Property at reasonable

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

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

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

14. Landowner shall be responsible for and shall guarantee the proper inspection, operation, performance, maintenance, repair, and replacement of the Stormwater Management Facilities. Contemporaneously with the execution of this Agreement, Landowner shall pay a Stormwater Maintenance Guarantee Fee of **Four Hundred Fourteen Dollars (\$414.00)** to provide financial guarantees for the timely and proper installation, construction, inspection, operation, performance, maintenance, repair, and replacement of the Facilities (hereinafter referred to as the "*Fee*"). Furthermore, Landowner shall pay any costs and expenses incurred by the Township regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities and any costs and expenses Township incurred by performing any work of any nature on the Facilities, due to Landowner's failure to perform such work. Landowner shall reimburse the Township within thirty (30) days of receipt of an invoice for all costs and expenses incurred by the Township. In the event Landowner fails to fulfill such responsibility or guarantee regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities or fails to pay the aforementioned Township-incurred costs and expenses within 30 days of receiving the invoice, the Township may use any of the funds raised by the Fee to reimburse itself for any and all costs and expenses it has incurred due to such failure by Landowner.

In addition to the aforementioned remedy concerning the Fee, if Landowner fails to properly operate, maintain, repair, and/or replace the Stormwater Management Facilities in

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

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

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

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

18. If Township determines that a violation of the terms of this Agreement has occurred, it shall give written notice to Landowner of such violation, along with a list of responsibilities which have not been properly performed by Landowner, and demand corrective action sufficient to cure the violation. Landowner shall have fifteen (15) calendar days to accomplish, to the Township's satisfaction, the responsibilities on the list. If Landowner fails to cure the violation(s) within these fifteen (15) days after receipt of notice thereof from Township, or under circumstances where the violation cannot reasonably be cured within a fifteen (15) day period, fails to begin curing such violation within the fifteen (15) day period, or fails to continue diligently to cure such violation until finally cured, Township may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement and to enjoin the

violation, ex parte as necessary, by temporary or permanent injunction. Township's remedies described in this Agreement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

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

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

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

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

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

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

21. Any other provisions of this Agreement notwithstanding, Township agrees that the liability of the original Landowner, CENTRAL BUCKS SCHOOL DISTRICT, with respect to the Stormwater Management Facilities shall terminate upon the sale of Property to a third party and that the obligations of Landowner shall run with the land.

22. The parties agree that this Agreement contains all of the agreements between the parties regarding the operation and maintenance of the Stormwater Management Facilities and that there are no other agreements or representations made by either of them. This Agreement sets

forth the entire understanding between the parties as to the subject matter of this Agreement and any representations, oral or written, not contained therein, are without effect.

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

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

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

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

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

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

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

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**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
CENTRAL BUCKS SCHOOL DISTRICT
(Signatures)**

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

LANDOWNER:


Witness

CENTRAL BUCKS SCHOOL DISTRICT

By: _____

Name: Kevin S. Spencer

Title: Director of Operations

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 _____, 2023, 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: William B. Jones, III

Title: Chair

ATTEST:

Michael Walsh, Secretary

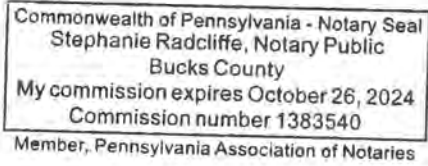
**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
CENTRAL BUCKS SCHOOL DISTRICT
(Acknowledgments)**

BY LANDOWNER

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

On this 21 day of June, 2023, before me a Notary Public, personally appeared **KEVIN S. SPENCER, DIRECTOR OF OPERATIONS** of **CENTRAL BUCKS SCHOOL DISTRICT** a Bucks County, Pennsylvania school district, and that he/she as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself/herself as such Officer.

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



Stephanie Radcliffe (SEAL)
Notary Public

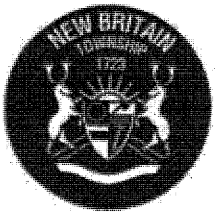
BY TOWNSHIP

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

On this _____ day of _____, 2023, before me a Notary Public, personally appeared **WILLIAM B. JONES, III, CHAIR OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP**, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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

Notary Public (SEAL)



New Britain Township

Stormwater Operation & Maintenance Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, A.D., 2023, by **KENNETH CHANG & ANGELA CHOE**, adult individuals residing at 303 Dorothy Ln, Chalfont, PA 18914 (hereinafter referred to as "**Landowner**"), and **NEW BRITAIN TOWNSHIP**, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the "**Township**").

WITNESSETH

WHEREAS, Landowner is the owner of certain premises in the Township of New Britain, Bucks County, Pennsylvania, consisting of 1 parcel, totaling approximately 2 acres, located at 303 Dorothy Ln, Chalfont, Pennsylvania, also known as Bucks County Tax Parcel No. 26-001-125-004 (hereinafter referred to as the "**Property**"); and

WHEREAS, Landowner submitted a permit plan for the Property pursuant to plans prepared by LVL Engineering Group, consisting of two (2) sheets, dated May 18, 2023, last revised June 13, 2023; said plans being made a part hereof and incorporated herein by reference and physically attached hereto (hereinafter referred to as the "**Plan**"); and

WHEREAS, Landowner is proceeding to develop the Property in accordance with the Plan; and

WHEREAS, the Township, through the implementation of stormwater management regulations, requires that the Stormwater Management Facilities as shown on the Plan be constructed and adequately maintained by Landowner, its grantees, successors and assigns.

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

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

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

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

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

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

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

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

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

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

5. Landowner shall keep and maintain the Stormwater Management Facilities in good working condition. Landowner shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said Facilities shown on the Plan and located on the Property, including but not limited to drainage swales, detention and retention basins, stormwater piping systems, headwalls, inlet and outlet structures, and all structures and facilities appurtenant to the foregoing, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof and to ensure compliance with all federal, state, and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered in any manner without the prior written approval of the Township. In particular, Landowner, for itself, its grantees, successors and assigns, agrees to the following:

- a. To regularly perform all inspections and maintenance of the Stormwater Management Facilities as is necessary and desirable to ensure the proper

functioning of the Facilities.

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

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

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

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

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

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

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

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

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

14. Landowner shall be responsible for and shall guarantee the proper inspection, operation, performance, maintenance, repair, and replacement of the Stormwater Management Facilities. Contemporaneously with the execution of this Agreement, Landowner shall pay a Stormwater Maintenance Guarantee Fee of Four Hundred Twenty Seven Dollars and Zero Cents (\$427.00) to provide financial guarantees for the timely and proper installation, construction, inspection, operation, performance, maintenance, repair, and replacement of the Facilities (hereinafter referred to as the "*Fee*"). Furthermore, Landowner shall pay any costs and expenses incurred by the Township regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities and any costs and expenses Township incurred by performing any work of any nature on the Facilities, due to Landowner's failure to perform such work. Landowner shall reimburse the Township within thirty (30) days of receipt of an invoice for all

costs and expenses incurred by the Township. In the event Landowner fails to fulfill such responsibility or guarantee regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities or fails to pay the aforementioned Township-incurred costs and expenses within 30 days of receiving the invoice, the Township may use any of the funds raised by the Fee to reimburse itself for any and all costs and expenses it has incurred due to such failure by Landowner.

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

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

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

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

solicitor, and all other agents, servants, or employees, shall be adjudicated against the Township, Landowner shall pay all costs and expenses in connection therewith.

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

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

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

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

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

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

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

21. Any other provisions of this Agreement notwithstanding, Township agrees that the liability of the original Landowners, Kenneth Chang & Angela Choe, with respect to the Stormwater Management Facilities shall terminate upon the sale of Property to a third party and that the obligations of Landowner shall run with the land.

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

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

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

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

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

27. If any ambiguity or ambiguities in this Agreement should be claimed by either Landowner or Township, or if any court of competent jurisdiction should determine that any ambiguity exists in this Agreement, any such ambiguity shall be resolved in favor of ensuring the

proper inspection, maintenance, and operation of the Stormwater Management Facilities on the Property at the expense of Landowner.

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


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

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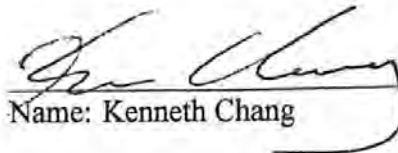
**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
KENNETH CHANG & ANGELA CHOE
(Signatures)**

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:



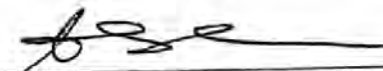
Witness Kil choe

By: 

Name: Kenneth Chang



Witness Kil choe

By: 

Name: Angela Choe

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 _____, 2023, 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: William B. Jones, III
Title: Chair

ATTEST:

Michael Walsh, Secretary

**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
KENNETH CHANG & ANGELA CHOE
(Acknowledgments)**

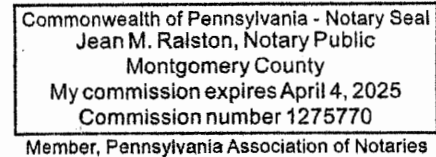
BY LANDOWNER

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF MONTGOMERY :

On this 3 day of July, 2023, before me a Notary Public, personally appeared **KENNETH CHANG & ANGELA CHOE** adult individuals, who executed the foregoing instrument for the purposes therein contained.

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

 (SEAL)
Notary Public



BY TOWNSHIP

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

On this _____ day of _____, 2023, before me a Notary Public, personally appeared **WILLIAM B. JONES, III, CHAIR OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP**, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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

Notary Public (SEAL)



New Britain Township

Stormwater Operation & Maintenance Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, A.D., 2023, by **FOXLANE HOMES AT HIGHPOINT LLC**, a Pennsylvania Limited Liability Company, having offices at 500 Office Center Drive, Suite 200, Fort Washington, PA 19034 (hereinafter referred to as "**Landowner**"), and **NEW BRITAIN TOWNSHIP**, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the "**Township**").

WITNESSETH

WHEREAS, Landowner is the owner of certain premises in the Township of New Britain, Bucks County, Pennsylvania, consisting of 5 parcel(s), totaling approximately 29.17 acres, located along Highpoint and Horizon Drives, New Britain Township, Bucks County, Pennsylvania, also known as Bucks County Tax Parcel Nos. 26-005-056, 26-005-056-009, and 26-005-047-005, 26-005-056-001, and 26-005-056-011 (hereinafter referred to as the "**Property**"); and

WHEREAS, Landowner submitted a final land development plan for the Property pursuant to plans entitled "Preliminary Land Development Plans," prepared by Van Cleef Engineering Associates, LLC, consisting of sixty-eight (68) sheets, dated January 12, 2022, last revised April 10, 2023; said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the "**Plan**"); and

WHEREAS, Landowner is proceeding to develop the Property in accordance with the Plan; and

WHEREAS, the Township, through the implementation of stormwater management regulations, requires that the Stormwater Management Facilities as shown on the Plan be constructed and adequately maintained by Landowner, its grantees, successors and assigns.

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

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

WHEREAS, as a condition of obtaining final approval of the Plan from the Township, the Township requires that Landowner execute and record this Agreement in the Office of the Recorder of Deeds of Bucks County, Pennsylvania for the purpose of ensuring that: (1) the Stormwater Management Facilities are located, constructed, installed, operated, and maintained by Landowner in accordance with the Plan; (2) following the completion of the duties of Landowner pursuant to the Plan, the Stormwater Management Facilities are continually and perpetually maintained, repaired, refurbished, reconstructed, and replaced by owner(s) of the land

on which the Facilities are located; and (3) in the event of default of this Agreement by Landowner or its grantees, successors, and assigns, the Township shall have the right to enter upon the Property to cure such default.

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

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

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

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

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

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

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

5. Landowner shall keep and maintain the Stormwater Management Facilities in good working condition. Landowner shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said Facilities shown on the Plan and located on the Property, including but not limited to drainage swales, detention and retention basins, stormwater piping systems, headwalls, inlet and outlet structures, and all structures and facilities appurtenant to the foregoing, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof and to ensure compliance with all federal, state, and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered in any manner without the prior written approval of the Township. In particular, Landowner, for itself, its grantees, successors and assigns, agrees to the following:

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

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

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

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

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

of such material. Landowner is specifically prohibited from flushing any debris or other material out of the Facilities.

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

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

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

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

14. Landowner shall be responsible for and shall guarantee the proper inspection, operation, performance, maintenance, repair, and replacement of the Stormwater Management Facilities. Contemporaneously with the execution of this Agreement, Landowner shall pay a Stormwater Maintenance Guarantee Fee of Ten Thousand Dollars and No Cents (\$10,000.00) 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 "*Fee*"). Furthermore, Landowner shall pay any costs and expenses incurred by the Township regarding the inspection, operation, performance, maintenance, repair, and replacement

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

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

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

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

17. Landowner, for itself, its grantees, successors and assigns, releases the Township, its engineer, solicitor, and all other agents, servants, or employees from all claims, losses, damages, liabilities, or any other demand for money or damages whatsoever, including, without limitation, all attorney's fees, arising out of or related in any way to the construction, presence, existence, or maintenance of the Stormwater Management Facilities; the grant of this Agreement; Landowner's compliance with this Agreement; or the exercise of the rights granted to the Township by this Agreement. Furthermore, Landowner, for itself, its grantees, successors and assigns, warrants and shall forever defend against any such claims. In the event such a claim relating to the Facilities is asserted against the Township, its engineer, solicitor, and all other agents, servants, or employees, the Township shall promptly notify Landowner, and Landowner shall defend, at its own expense,

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

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

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

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

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

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

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

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

21. Any other provisions of this Agreement notwithstanding, Township agrees that the liability of the original Landowner, FOXLANE HOMES AT HIGHPOINT, LLC, with respect to the Stormwater Management Facilities shall terminate upon the sale of Property to a third party and that the obligations of Landowner shall run with the land.

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

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

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

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

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

27. If any ambiguity or ambiguities in this Agreement should be claimed by either Landowner or Township, or if any court of competent jurisdiction should determine that any

ambiguity exists in this Agreement, any such ambiguity shall be resolved in favor of ensuring the proper inspection, maintenance, and operation of the Stormwater Management Facilities on the Property at the expense of Landowner.

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

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


THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
FOXLANE HOMES AT HIGHPOINT, LLC
(Signatures)**

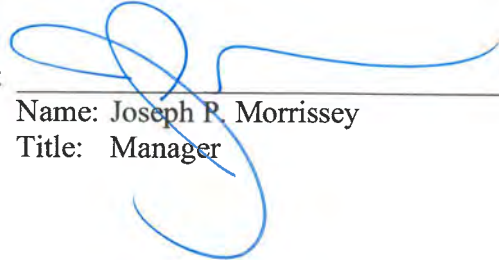
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereby cause this Agreement to be executed the day and year first above written.

LANDOWNER:

FOXLANE HOMES AT HIGHPOINT, LLC, a
Pennsylvania Limited Liability Company



Witness

By: 

Name: Joseph P. Morrissey
Title: Manager

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 _____, 2023, 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: William B. Jones, III
Title: Chair

ATTEST:

Michael Walsh, Assistant Township Manager

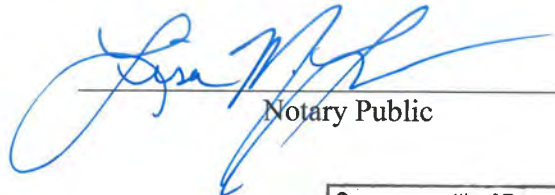
**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
FOXLANE HOMES AT HIGHPOINT, LLC
(Acknowledgments)**

BY LANDOWNER

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

On this 7 day of July, 2023, before me a Notary Public, personally appeared **JOSEPH P MORRISSEY, MANAGER** of **FOXLANE HOMES AT HIGHPOINT, LLC**, a Pennsylvania Limited Liability Company, and that he/she as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself/herself as such Officer.

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

 (SEAL)
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Lisa Marie Lagreca, Notary Public
Montgomery County
My commission expires January 27, 2024
Commission number 1324309
Member, Pennsylvania Association of Notaries

BY TOWNSHIP

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

On this _____ day of _____, 2023, before me a Notary Public, personally appeared **WILLIAM B. JONES, III, CHAIR OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP**, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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

Notary Public (SEAL)



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

BOARD MOTION

Date: July 17, 2023

I MOVE THAT: The Board **approve / table** Resolution 2023-16: Birch Run Conditional Use Adjudication, per the attachment.

Presented By: _____

Seconded By: _____

Pursuant to the Pennsylvania Municipalities Planning Code, Act 254, as amended, (“MPC”), the Board conducted an in-person hearing on May 1, 2023 (“Hearing”) at the New Britain Township Municipal Building located at 207 Park Avenue, Chalfont, PA for the purpose of receiving testimony on the Application. Notice of the same was sent to the Applicant and was advertised pursuant to law. Board Chair, William Jones, Board Vice Chair, Stephanie Shortall, Esquire, and Board Members, Cynthia Jones, MaryBeth McCabe, Esquire, and Gregory T. Hood were in attendance at the Hearing and took part in the Board’s deliberations. In addition, Jeffrey P. Garton, Esquire, the Board Solicitor, was in attendance, as was the Board’s stenographer. The Applicant was represented by Nate Fox, Esquire. No one from the public requested party status.

Based on the testimony and evidence represented at the Hearing, the Board, after discussion and due deliberation, makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Applicant is Toll Mid-Atlantic LP Company, Inc., with a mailing address of 1140 Virginia Drive, Fort Washington, PA 19034.

2. Applicant filed a Conditional Use Application with the Board seeking conditional use approval for the construction of forty-four (44) 3-story townhomes, along with appropriate open space, stormwater management facilities, roadways, and the like pursuant to the PCCM provisions of the Ordinance to be constructed on an 8.607-acre parcel identified as Bucks County Tax Parcel #26-006-101-004. The overall property consists of three (3) tax parcels measuring 14.866-acres, which also includes an existing Wawa store and an existing Creamery Tire facility.

3. The Board held an in-person hearing on the 1st day of May, 2023 for the purpose of receiving Exhibits and testimony on the Application.

4. Notice of the Hearing was advertised in the Intelligencer on April 11, 2023 and again on April 18, 2023, which said proof of publication was identified as Exhibit T-1 at the public hearing.

5. No persons requested party status at the hearing.

6. The Application for Conditional Use Approval with eight (8) Exhibits was received into the record as Exhibit T-2.

7. Correspondence from Gilmore & Associates dated 4/19/23 was marked as Exhibit T-3 and was received into the record.

8. A memorandum from David Conroy, Township Director of Planning & Zoning, dated April 19, 2023 was marked as Exhibit T-4 and was received into the record.

9. A Memorandum of the recommendation received from the New Britain Township Planning Commission at their meeting held on April 21, 2023 was marked as Exhibit T-5 and was received into the record.

10. The Application referenced above included eight (8) separate Exhibits. Those Exhibits are identified in the Application and were identified as follows:

- a. Exhibit 1 - Agreement of Sale dated September 13, 2022;
- b. Exhibit 2 – Site Plans for Birch Run at New Britain; by ESE Consultants, Inc. dated February 21, 2023;
- c. Exhibit 3 - Architectural Rendering of proposed townhomes;
- d. Exhibit 4 - Environmental Impact Statement Report;
- e. Exhibit 5 - Fiscal Impact Analysis;
- f. Exhibit 6 – Traffic System Inventory & Analysis
- g. Exhibit 7 - Conditional Use Stormwater Management Narrative; and
- h. Exhibit 8 – Stormwater Management Plans Pre-Development.

11. The Applicant presented the testimony of Brian Thierrin, Senior Vice President of the Applicant, Jeff Madden, P.E., an expert in civil engineering employed by ESE Consultants, Inc., and Justin Barnett, a Registered Landscape Architect, an expert in the field of landscape architecture, also employed by ESE Consultants, Inc.

12. Applicant proposes to develop Applicant’s Parcel of the PCCM site for a forty-four (44) unit, Use B5 single family attached dwellings project, as permitted as a Conditional Use within the C-1 Zoning District when part of a PCCM.

13. Two (2) new roads are proposed to serve the townhomes.

14. The plan proposes 1.74 acres of Open Space in addition to the required buffer yards and stormwater management areas which will be maintained by an HOA.

15. Thirteen (13) guest parking spaces are proposed along Road A.

16. Approximately 4,300 sf of protected woodlands are proposed to be disturbed to allow for vehicular and pedestrian access to Wawa via Road Ba. *Exhibit B-1*.

17. Applicant requests relief from three (3) of the PCCM requirements:

a. From §27-305.J31.e.11.(e)(1) to permit two (2) community identification signs on Applicant’s Parcel at the intersection of Access Road A and Road B where the maximum permitted number of ground signs is (1) to allow each entrance to the community to have an entrance sign.

b. From §27-305.J31.h3. to allow a maximum building height of thirty-seven (37) feet where a maximum height of thirty-five (35) feet is permitted by ordinance.

c. To disturb 4,300 SF within an existing conservation easement to allow for the construction of a second access road to the community to provide for the circulation within the PCCM between commercial uses (Wawa) and the to be constructed townhouse community.

DISCUSSION

A Conditional Use can only be granted or refused in accordance with the terms of the Ordinance itself. Whether an Applicant has met its burden of proof is within the discretion of the governing body. Failure to comply with any one specific requirement constitutes the basis for denying the conditional use Application. Furthermore, the activity sought as a conditional use must not be injurious to the public's health, safety, and general welfare.

In this regard, the Board of Supervisors has concluded that the Applicant has met the standards for the grant of conditional use approval as it relates to the proposed construction of the housing development consisting of forty-four (44) B5 Single-Family Attached Dwelling Units, and also the request to be permitted to have two (2) community signs and to encroach in the Conservation Easement area, but the Board of Supervisors has concluded that it does not believe that the Applicant has met its burden with respect to increasing the building height from 35 to 37 feet. The Board does not believe that the additional height of the building is reflective of the residential community located nearby and will have an adverse effect on the streetscape.

CONCLUSIONS OF LAW

a. As required by the MPC and the Township Zoning Ordinance, the Hearing was properly advertised.

b. All the witnesses who testified at the Hearing were appropriately sworn in and all of the evidence presented at the Hearing was appropriately accepted into Record.

c. Toll Mid-Atlantic LP Company, Inc. filed a Conditional Use Application seeking conditional use approval so as to be able to construct a housing development known as Birch Run, consisting of forty-four (44) B5 Single-Family Attached Dwelling Units as part of an existing use J31 PCCM, along with open space, stormwater management facilities and roadways as depicted on the plans.

d. The Application is not contrary to the New Britain Township Comprehensive Plan, as long as proper landscaping and lighting are considered during land development.

e. The proposed use will not be detrimental to the best interests of the Township, the convenience of the community, or the general welfare of the public.

f. No increase in traffic congestion should be expected from this project.

g. The Township Subdivision and Land Development Ordinance shall be adhered to thereafter if the conditional use approval is granted.

h. The proposal is in conformance with all other zoning provisions of the New Britain Township Zoning Ordinance.

i. Based on the evidence presented at the Hearing, the Board concludes that Toll Mid-Atlantic LP Company, Inc. has generally shown compliance with Section 27-1403.c of the Zoning Ordinance, except for where the Board specifically identifies in this Adjudication that additional information concerning compliance must be provided during the land development review and approval process, and so long as certain conditions and limitations are placed upon the approval of this Application, except, the Board as previously noted, does not believe that the Applicant has met its burden of proof with respect to compliance with the requirements for height of the dwelling units.

(ORDER TO FOLLOW)

ORDER

AND NOW, this _____ day of _____, 2023, upon consideration of the foregoing Findings of Fact, Discussion, and Conclusions of Law, and at a publicly advertised meeting, the Board of Supervisors of New Britain Township conditionally grants Toll Mid-Atlantic LP Company, Inc., the Conditional Use requested in the Application so as to be permitted to construct forty-four (44) B5 Single-Family Attached Dwelling Units as part of an existing J31 PCCM use, on the property identified as Bucks County Tax Map Parcel 26-006-101-004 and the Board of Supervisors further grants, conditionally, the request by the Applicant to permit two (2) community identification signs on the parcel at the intersection of Access Road A and Road B; and to disturb 4300 square feet within the existing Conservation Easement to allow for the construction of a second access road to the community to provide circulation within the PCCM commercial uses and the to-be-constructed townhouse community, but the Board denies the Applicant's request to allow a building height of 37 feet. The three (3) other components of the Conditional Use approved by the Board of Supervisors by this Decision shall be subject to the following conditions:

1. The Applicant shall comply in all other respects with the New Britain Township Subdivision and Land Development Ordinance;
2. The Applicant shall comply in all other respects with the New Britain Township Zoning Ordinance;
3. The Applicant shall construct the project consistent with the Application materials, and the testimony and exhibits presented as it relates thereto;
4. Applicant shall comply with all other applicable local, state, and federal laws.
5. Applicant agrees to make the required fee-in-lieu of dedication of park and recreation land required under §715 of the Township Subdivision and Land Development Ordinance after approval of, but prior to recording of, Applicant's final subdivision and land development plan in the amount of \$3,000 per unit, for a total of \$132,000 fee-in-lieu of dedication of park and recreation land.
6. Applicant proposed a voluntary fee-in-lieu of traffic improvements to mitigate traffic impacts after approval of, but prior to recording of, Applicant's final subdivision and land development plan in the amount of \$3,000 per unit, for a total of \$132,000 voluntary contribution fee-in-lieu of traffic improvements.
7. Applicant shall revise the plan such that the decks shown on units 1 through 14 of the B5 single family attached dwelling units will not impermissibly encroach in the rear yard buffer area.

8. Applicant shall provide easements on the final, recorded land development plan to provide for the future connection to the adjacent properties from Road B as shown on the plans included with the Application, as well as the Extra Space Storage property. Said easements to include Easements to be provided to Butler Avenue businesses, including Extra Space Storage, and for any future trails as may be determined during the land development review process.

9. As requested by the Planning Commission, Applicant shall provide a seating area with benches and additional trees between units 32 and 33 on the plan.

10. Applicant shall supplement the buffer to the rear of the Applicant's Parcel adjacent to the existing homes on Airy Avenue during the land development plan approval process to the reasonable satisfaction of the Township Engineer.

11. In order to mitigate the impact of relief granted to disturb 4,300 SF within an existing conservation easement to allow for the construction of a second access road to the community to provide for the circulation within the PCCM between commercial uses (Wawa) and the to be constructed townhouse community, the Applicant shall replace any trees removed at a rate of 200-trees per acre for a total of twenty (20) trees in accordance with the woodlands replacement requirement listed in §27-2400.f.2.(a).

12. Consistent with testimony provided, Applicant shall comply in all respects with the Gilmore & Associates, Inc. review letter of April 19, 2023.

13. Consistent with testimony provided, Applicant shall comply in all respects with the Township Zoning Officer, David Conroy, review letter of April 19, 2023.

14. The midblock crossing shall be relocated on Road B to the Road A intersection and ADA-compliant curb ramps shall be provided at each crossing.

15. Any tree removal shall be reviewed and approved by the Township Engineer.

16. Each Unit shall have no more than 3 bedrooms and a minimum of 2 parking spaces provided in the garage and/or driveway.

17. Applicant shall provide in the documents establishing the homeowner's association and any declarations related to same, a restriction that the garage may not be converted to living space and must be perpetually maintained as a garage for vehicles with the understanding that the Township Solicitor shall review and approve any such documents.

18. "No Parking" signs shall be installed along Road B at locations to be approved by the Township Engineer. No parking shall be permitted in front of the cluster mailbox and the one parking space in front of the mailbox shall be relocated.

19. In addition to compliance with the Subdivision and Land Development and Zoning Ordinance of New Britain Township, Applicant shall also comply with all applicable codes, ordinances, laws, and regulations of the Township not related thereto and shall secure land development approval from the Board of Supervisors.

20. The premises shall be ADA compliant;

21. All review, legal, engineering, administrative, and other review fees shall be paid to the Township; and

22. Compliance with any and all conditions imposed by any prior Zoning Hearing Board decisions, if any, as well as any prior conditional use approvals to the extent related to the Applicant's project.

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**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

ATTEST:

Michael Walsh, Assistant Township Manager

William B. Jones, III, Chair

Stephanie Shortall, Esquire, Vice Chair

Gregory T. Hood, Member

Cynthia M. Jones, Member

MaryBeth McCabe, Esquire, Member



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

BOARD MOTION

Date: July 17, 2023

I MOVE THAT: The Board **approve / table** Resolution 2023-17: 137 South Limekiln Pike Planning Module, per the attachment.

Presented By: _____

Seconded By: _____



MEMO

TO: Michael Walsh
FROM: David Conroy
DATE: July 13, 2023
RE: 137 South Limekiln Pike, Planning Commission Planning Module Review

Component 4A of the PA DEP Planning Module application requires a Township Planning Commission to review the Module. As such, the entire Planning Module was sent out to the New Britain Planning Commission on 6/29/23 for review. No member expressed any concerns, and the Commission recommended approval of the Module on 7/6/23.



RESOLUTION 2023-17
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)

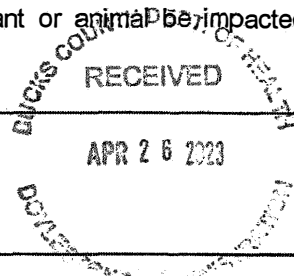
Project Name
137 S. Limekiln Pike

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

1. Date plan received by municipal planning agency _____
2. Date review completed by agency _____

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

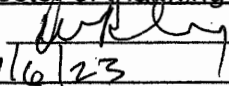
Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Is there a municipal comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101, <i>et seq.</i>)?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Is this proposal consistent with the comprehensive plan for land use? 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? 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? If yes, describe impacts _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Will any known historical or archaeological resources be impacted by this project? 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? 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? If no, describe the inconsistencies _____
<input checked="" type="checkbox"/>	<input 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?
If no, describe the inconsistencies _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 14. Is this plan consistent with the municipal Official Sewage Facilities Plan?
If no, describe the inconsistencies <u>1 On-Lot Sewage Facility and 2 On-lot Backup Facilities are proposed in the Public Sewer Area</u> |
| <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?
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?
If no, describe the inconsistencies _____ |

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

Name: Dave Conroy
 Title: Director of Planning and Zoning Officer
 Signature: 
 Date: 7/6/23
 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: July 17, 2023

I MOVE THAT: The Board **approve / table** providing a letter of support for a DCED Fire Study of Doylestown Fire Company #1, per the attachment.

Presented By: _____

Seconded By: _____



TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania

BOARD OF SUPERVISORS
William B. Jones, III, Chair
Stephanie Shortall, Vice-Chair
Gregory T. Hood
Cynthia M. Jones
MaryBeth McCabe

July 12, 2023

Doylestown Borough
Attn: John Davis
10 Doyle Street
Doylestown, PA 18901

Subject: DCED Study

Dear John,

New Britain Township supports the PA Department of Community and Economic Development (DCED) conduct a fire study, known as HR 148, on Doylestown Fire Company #1. The Township understands volunteer fire companies in PA have been facing problems and challenges which are addressed in this study.

We look forward to building partnerships designed to increase recruitment, retention, and other operational efficiencies.

Sincerely,

Michael Walsh
Interim/Assistant Manager



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

BOARD MOTION

Date: July 17, 2023

I MOVE THAT: The Board **approve / table** the cancelation of the August 7, 2023 Workshop Meeting of the Board of Supervisors.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: July 17, 2023

I MOVE THAT: The Board **approve / table** the sale of a 2004 Johnston 605 Series Street Sweeper to Andrew Krauss for \$62,100.00, per the attachment.

Presented By: _____

Seconded By: _____



2004 Johnston 605 Series Street Sweeper

Seller: newbritaintown **Listing #** 48403086 **Custom ID:** **Starting Bid:** \$15,000.00 **HIGH BID:** \$62,100.00

Started: 6/19/2023 12:00:00 PM **Ended:** 7/3/2023 12:00:00 PM **Number of Bids:** 23 **Number of Views:** 12734 **Reserve Price:** \$0

High Bidder: Andrew Krauss

Bidder Phone: 215-361-8337

Address: 649 W 9th St , Lansdale PA 19446

Bid History

Bid Date/Time	Bid	Username	First	Last
7/3/2023 10:50:02 AM	\$62,100.00	lansdale	Andrew	Krauss
	(Proxy)			
7/3/2023 10:50:02 AM	\$62,000.00	GregH80	Greg	Hertzler
7/3/2023 10:49:41 AM	\$61,100.00	lansdale	Andrew	Krauss
	(Proxy)			
7/3/2023 10:49:41 AM	\$61,000.00	GregH80	Greg	Hertzler
7/3/2023 10:49:14 AM	\$60,600.00	lansdale	Andrew	Krauss
	(Proxy)			
7/3/2023 10:49:14 AM	\$60,500.00	GregH80	Greg	Hertzler
6/26/2023 1:27:21 PM	\$60,100.00	lansdale	Andrew	Krauss
6/26/2023 1:27:09 PM	\$60,000.00	GregH80	Greg	Hertzler
	(Proxy)			
6/26/2023 1:27:09 PM	\$60,000.00	lansdale	Andrew	Krauss
6/26/2023 1:26:58 PM	\$50,100.00	GregH80	Greg	Hertzler
	(Proxy)			
6/26/2023 1:26:58 PM	\$50,000.00	lansdale	Andrew	Krauss
6/26/2023 1:26:44 PM	\$45,100.00	GregH80	Greg	Hertzler
	(Proxy)			
6/26/2023 1:26:44 PM	\$45,000.00	lansdale	Andrew	Krauss
6/26/2023 1:26:31 PM	\$40,100.00	GregH80	Greg	Hertzler
	(Proxy)			
6/26/2023 1:26:31 PM	\$40,000.00	lansdale	Andrew	Krauss
6/26/2023 1:26:10 PM	\$30,100.00	GregH80	Greg	Hertzler
	(Proxy)			
6/26/2023 1:26:10 PM	\$30,000.00	lansdale	Andrew	Krauss
6/22/2023 10:42:59 AM	\$25,100.00	GregH80	Greg	Hertzler

6/22/2023 10:42:59 AM	\$25,000.00	lansdale	Andrew	Krauss
	(Proxy)			
6/22/2023 10:39:51 AM	\$15,300.00	lansdale	Andrew	Krauss
6/21/2023 3:59:40 PM	\$15,200.00	HempfieldTwpMer	Todd	Hittle
6/20/2023 8:50:10 PM	\$15,100.00	Cwo	Chris	Our
6/20/2023 9:51:14 AM	\$15,000.00	HempfieldTwpMer	Todd	Hittle

Bids with (proxy) next to them mean the system bid this amount for this user. Users who enter bids higher than the minimum bid allow Municibid to automatically bid for them when competing bids come in



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

BOARD MOTION

Date: July 17, 2023

I MOVE THAT: The Board **accept / table** Petrucci's New Britain Corporate Center bond rider increase, per the attachment.

Presented By: _____

Seconded By: _____



July 6, 2023

Matt Campbell
J.G. Petrucci Co., Inc.
171 State Route 173, Ste 201
Asbury NJ 08802

Re: Increase Rider
Bond No. 107473826

Dear Matt:

Enclosed please find the increase rider you requested to New Britain Township. An invoice for the increase will be emailed to you next week.

We suggest you check all the documents enclosed, including the Power of Attorney, signatures, dates, amounts, description, and any other attachments. Please be sure to execute each bond with the proper signature and seal.

Thank you and please contact our office should you have any questions.

Sincerely,

Vicki Johnston
Enclosures

Greater Philadelphia
150 S Warner Road
Suite 420
King of Prussia, PA 19406
Telephone 484.654.0575

Contact us
info@constructionriskpartners.com

ConstructionRiskPartners.com

Increase PENALTY RIDER

BOND AMOUNT \$ 200,000.00

BOND NO. 107473826

To be attached and form a part of Bond No. 107473826 dated the 28th day of January,
2022 executed by Travelers Casualty and Surety Company of America
as surety, on behalf of Triple Net Investments LXXXV, LLC
as current principal of record, and in favor of New Britain Township
as Obligee, and in the amount of Two Hundred Thousand and 00/100 Dollars
(\$ 200,000.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that
Travelers Casualty and Surety Company of America hereby consents that effective from
the 2nd day of May, 2023, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE Increased:

From: Two Hundred Thousand and 00/100 Dollars (\$ 200,000.00)

To: Four Hundred Fifty Thousand and 00/100 Dollars (\$ 450,000.00)

The Increase of said bond penalty shall be effective as of the 2nd day of May,
2023, and does hereby agree that the continuity of protection under said bond subject to changes in
penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall
not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and
in no event shall such liability be cumulative.

Signed, sealed and dated this 6th day of July, 2023.

Triple Net Investments LXXXV, LLC
PRINCIPAL

BY: _____

Travelers Casualty and Surety Company of America
SURETY

BY: 
Vicki Johnston, ATTORNEY-IN-FACT



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Vicki Johnston** of **BRANCHBURG**, **New Jersey**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **July**, 2023.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



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

BOARD MOTION

Date: July 17, 2023

I MOVE THAT: The Board **approve / table** awarding the 2023-2024 Bucks County Consortium Fuel Bid, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisor & Michael Walsh
FROM: Ryan Cressman, Superintendent of Public Works
DATE: July 13, 2023
RE: 2023-2024 Fuel Bids

On June 14, 2023 fuel bids were opened by the Bucks County Consortium hosted by Northampton Township. A total of 4 bids were received, with one bidder being disqualified for not providing proper documents.

Riggins, Inc. was low bidder for Unleaded Regular and Ultra-Low Sulfur Diesel Fuel. Bids are based on the OPIS exchange price at delivery plus a delivery cost.

The delivery cost per gallon is as follows:

Regular Unleaded Gasoline \$0.1890
Ultra-Low Sulfur Diesel Fuel \$0.3290

Staff Recommendation: Award the lowest qualified bidder, Riggins Inc., the Unleaded Regular and Ultra-Low Sulfur Diesel Fuel.

Wilson Oil and Propane was low bidder for #2 Heating Oil. Bids are based on the OPIS exchange price at delivery plus a delivery cost.

The delivery cost per gallon is as follows:

#2 Heating Oil \$0.3800

Staff Recommendation: Award the lowest qualified bidder, Wilson Oil and Propane, the #2 Heating Oil.

Bucks County Consortium
2023 Fuel Bid Summary

Product	Riggins, Inc	Wilson Oil and Propane	Petroleum Traders Corp
5,999 or Less Gallons			
Unleaded Regular	\$0.1890	No Bid	No Bid
Premium Unleaded	\$0.0380	No Bid	No Bid
#2 Heating Oil	\$0.5900	\$0.3800	No Bid
Ultra-Low Sulfur Diesel	\$0.3290	No Bid	No Bid
Off-Road Ultra-Low Sulfur	\$0.5700	No Bid	No Bid
6000 Gallons or Greater			
Unleaded Regular	\$0.0370	No Bid	-\$0.0270
Premium Unleaded	-\$0.0930	No Bid	-\$0.1352
#2 Heating Oil	No Bid	\$0.3800	\$0.0244
Ultra-Low Sulfur Diesel	\$0.0670	No Bid	\$0.0291
Off-Road Ultra-Low Sulfur	No Bid	No Bid	No Bid
Propane, 999 or Less Gallons			
Propane	No Bid	No Bid	No Bid
Propane, 1000 Gallons or Greater			
Propane	No Bid	No Bid	No Bid



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

BOARD MOTION

Date: July 17, 2023

I MOVE THAT: The Board **approve / table** the hiring of a new police officer, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisors
FROM: Chief Clowser
DATE: July 17, 2023
RE: Authorization to hire an Entry Level Police Officer

With the extended absence of an officer that will last through the remainder of 2023 and the pending retirement of an officer in April 2024, it is requested that the board of supervisors consider hiring an entry level police officer immediately.

The chief of police has provided the board of supervisors a memo justifying the immediate hiring of an entry level police officer.

In summary there would be no impact to the 2023 budget. The immediate hiring would provide manpower that is currently lacking with the extended absence of an officer. The hiring would address the succession planning for an officer that is retiring in April 2024.

If approved the chief of police may provide a recommendation to the board of supervisors by the August 2023 BOS meeting.

STAFF RECOMMENDATION:

Approve a motion to authorize the Chief of Police to immediately identify a suitable candidate for Entry Level Police Officer.



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

BOARD MOTION

Date: July 17, 2023

I MOVE THAT: The Board **approve / table supporting the Bucks County Consortium letters asking Bucks County and the Central Bucks School District to provide an Act 91 Tax Credit to volunteer firefighters.**

Presented By: _____

Seconded By: _____



INFORMATION ITEMS



New Britain Township

Planning & Zoning

June 2023 Monthly Report

Permits Issued	105 (Total)
Building	20
Electrical	17
Plumbing	8
Road Occupancy	8
Sign	3
Use & Occupancy	24
Zoning	14
Fire	0
Mechanical	11
Accessibility	0
Inspections Conducted	170 (Total)
Building Inspection	118
United Electrical	19
Commercial Fire Inspections	1
Use & Occupancy	32
Fire Calls	0 (Total)
Chalfont	0 No Report Submitted
Doylestown	0 No Report Submitted
Dublin	0
Hilltown	0 No Report Submitted
Zoning Hearing Board Applications Submitted	2
•	171 Old Limekiln Rd (Stout) – The applicant is proposing to convert an existing structure to an H14 Accessory Dwelling on the 3.06-acre property. A variance is requested from §27-305.H.H14.b.5 which states that accessory dwellings shall only be allowed on lots which are twice the minimum lot area of the Zoning District. The minimum lot area in the WS Zoning District is 80,000 SF (1.84 acres), meaning a lot area of at least 160,000 SF (3.68 acres) is required.
•	1100 Horizon Cir – Suite 100 (Patel) – The applicant is proposing to establish an A13 Commercial Kennel Use at the property in the vacant space previously occupied by Prudential. They are requesting variances from the following sections of the Zoning Ordinance: <ul style="list-style-type: none">o §27-305.A.A13.b.3 to permit more than 80 pets to attend the kennel per day where a maximum of 80 pets is requiredo §27-1401.a to permit an A13 Commercial Kennel use in the C-3 Zoning District where the use is not permitted



New Britain Township

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nbt@newbritaintownship.org

Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2023-12936-B2	06/23/2023	267 CREEK ROAD	Building	Residential	Approved
2023-13036-B1	06/01/2023	104 HAINES COURT	Building	Residential	Approved
2023-13064-B2	06/08/2023	118 DOLLY LANE	Building	Residential	Approved
2023-13075-B2	06/12/2023	99 OLD LIMEKILN ROAD	Building	Residential	Approved
2023-13077-B1	06/01/2023	10 OAKMONT WAY	Building	Residential	Approved
2023-13114-B1	06/05/2023	844 LONGMEADOW COURT	Building	Residential	Approved
2023-13118-B1	06/09/2023	314 BUTLER DRIVE	Building	Residential	Approved
2023-13134-B1	06/06/2023	208 E FAIRWOOD DRIVE	Building	Residential	Approved
2023-13135-B1	06/07/2023	267 CREEK ROAD	Building	Residential	Approved
2023-13141-B2	06/27/2023	207 JULIE ROAD	Building	Residential	Approved
2023-13144-B1	06/29/2023	18 CEDAR HILL ROAD	Building	Residential	Approved
2023-13145-B1	06/28/2023	135 UPPER STUMP ROAD	Building	Residential	Approved
2023-13147-B1	06/26/2023	6 OAKMONT WAY	Building	Residential	Approved
2023-13149-B1	06/20/2023	105 GLEN DRIVE	Building	Residential	Approved
2023-13153-B1	06/20/2023	74 SCHOOLHOUSE ROAD	Building	Residential	Approved
2023-13163-B2	06/28/2023	108 CEDAR HILL ROAD	Building	Residential	Approved
2023-13168-B2	06/29/2023	409 W BUTLER AVENUE	Building	Commercial	Approved
2023-13169-B2	06/28/2023	665 NEW GALENA ROAD	Building	Residential	Approved
2023-13171-B1	06/28/2023	218 HAMPSHIRE DRIVE	Building	Residential	Approved
2023-13175-B1	06/28/2023	236 HOLLY DRIVE	Building	Residential	Approved
2023-12936-E3	06/23/2023	267 CREEK ROAD	Electrical	Residential	Approved



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2023-13036-E2	06/01/2023	104 HAINES COURT	Electrical	Residential	Approved
2023-13064-E3	06/08/2023	118 DOLLY LANE	Electrical	Residential	Approved
2023-13113-E1	06/12/2023	42 NEWVILLE ROAD	Electrical	Residential	Approved
2023-13118-E2	06/09/2023	314 BUTLER DRIVE	Electrical	Residential	Approved
2023-13134-E2	06/06/2023	208 E FAIRWOOD DRIVE	Electrical	Residential	Approved
2023-13135-E2	06/07/2023	267 CREEK ROAD	Electrical	Residential	Approved
2023-13137-E1	06/09/2023	136 HAMPSHIRE DRIVE	Electrical	Residential	Approved
2023-13138-E1	06/09/2023	47 CREEK ROAD	Electrical	Residential	Approved
2023-13144-E3	06/29/2023	18 CEDAR HILL ROAD	Electrical	Residential	Approved
2023-13149-E2	06/20/2023	105 GLEN DRIVE	Electrical	Residential	Approved
2023-13153-E2	06/20/2023	74 SCHOOLHOUSE ROAD	Electrical	Residential	Approved
2023-13163-E3	06/28/2023	108 CEDAR HILL ROAD	Electrical	Residential	Approved
2023-13165-E1	06/20/2023	105 BARRY ROAD	Electrical	Residential	Approved
2023-13169-E3	06/28/2023	665 NEW GALENA ROAD	Electrical	Residential	Approved
2023-13171-E2	06/28/2023	218 HAMPSHIRE DRIVE	Electrical	Residential	Approved
2023-13175-E2	06/28/2023	236 HOLLY DRIVE	Electrical	Residential	Approved
2023-12936-P5	06/23/2023	267 CREEK ROAD	Plumbing	Residential	Approved
2023-13036-P4	06/01/2023	104 HAINES COURT	Plumbing	Residential	Approved
2023-13129-P1	06/05/2023	9 HICKORY LANE	Plumbing	Residential	Closed
2023-13144-P2	06/29/2023	18 CEDAR HILL ROAD	Plumbing	Residential	Approved
2023-13149-P3	06/20/2023	105 GLEN DRIVE	Plumbing	Residential	Approved



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2023-13153-P3	06/20/2023	74 SCHOOLHOUSE ROAD	Plumbing	Residential	Approved
2023-13170-P1	06/23/2023	102 BLACKBURN DRIVE	Plumbing	Residential	Approved
2023-13175-P4	06/28/2023	236 HOLLY DRIVE	Plumbing	Residential	Approved
2023-12997-RO1	06/15/2023	15 SELLERSVILLE ROAD	Road Occupancy	Commercial	Approved
2023-13111-RO1	06/07/2023	3 TERESA LANE	Road Occupancy	Residential	Approved
2023-13112-RO1	06/01/2023	112 ASHMONY WAY	Road Occupancy	Residential	Approved
2023-13136-RO1	06/09/2023	117 GLEN DRIVE	Road Occupancy	Residential	Approved
2023-13164-RO1	06/20/2023	118 PEGGY LANE	Road Occupancy	Residential	Approved
2023-13186-RO1	06/28/2023	224 CASSANDRA DRIVE	Road Occupancy	Residential	Approved
2023-13189-RO1	06/28/2023	133 RICHARD DRIVE	Road Occupancy	Residential	Approved
2023-13191-RO1	06/28/2023	22 TOWER HILL ROAD	Road Occupancy	Residential	Approved
2022-12614-S1	06/05/2023	550 W BUTLER AVENUE	Sign	Residential	Approved
2023-13050-S1	06/06/2023	TOWNSHIP LINE ROAD	Sign	Residential	Approved
2023-13177-S1	06/23/2023	4275 COUNTY LINE ROAD	Sign	Commercial	Approved
2021-11287-U07	06/22/2023	1309 UPPER STUMP ROAD	Use & Occupancy	Residential	Closed
2023-12855-U06	06/08/2023	1100 HORIZON CIRCLE	Use & Occupancy	Commercial	Closed
2023-12960-U01	06/26/2023	350 GLENBROOK WAY	Use & Occupancy	Residential	Closed
2023-13049-U02	06/22/2023	338 PARK AVENUE	Use & Occupancy	Residential	Closed
2023-13080-U01	06/19/2023	210 PRINCE WILLIAM WAY	Use & Occupancy	Residential	Closed
2023-13081-U01	06/19/2023	73 PEACE VALLEY ROAD	Use & Occupancy	Residential	Closed
2023-13082-U01	06/21/2023	1300 HORIZON DRIVE	Use & Occupancy	Commercial	Closed



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2023-13106-U01	06/12/2023	205 PRINCE WILLIAM WAY	Use & Occupancy	Residential	Closed
2023-13107-U01	06/06/2023	231 WILLOW WOOD DRIVE	Use & Occupancy	Residential	Closed
2023-13109-U01	06/13/2023	611 CHATHAM COURT	Use & Occupancy	Residential	Closed
2023-13110-U01	06/28/2023	112 PALACE COURT	Use & Occupancy	Residential	Closed
2023-13117-U01	06/12/2023	307 NOTTINGHAM PLACE	Use & Occupancy	Residential	Closed
2023-13120-U01	06/06/2023	423 ANTHEM WAY	Use & Occupancy	Residential	Closed
2023-13121-U01	06/06/2023	302 ANTHEM WAY	Use & Occupancy	Residential	Closed
2023-13124-U01	06/12/2023	120 CIRCLE DRIVE	Use & Occupancy	Residential	Closed
2023-13125-U01	06/21/2023	2103 UPPER STUMP ROAD	Use & Occupancy	Residential	Closed
2023-13126-U01	06/14/2023	115 HARRISON FORGE COURT	Use & Occupancy	Residential	Closed
2023-13127-U01	06/07/2023	1023 ANTHEM WAY	Use & Occupancy	Residential	Closed
2023-13128-U01	06/07/2023	1014 ANTHEM WAY	Use & Occupancy	Residential	Closed
2023-13131-U01	06/13/2023	28 PASTURE LANE	Use & Occupancy	Residential	Closed
2023-13132-U01	06/13/2023	90 COWBELL LANE	Use & Occupancy	Residential	Closed
2023-13173-U01	06/26/2023	318 WYNDALE DRIVE	Use & Occupancy	Residential	Closed
2023-13178-U01	06/26/2023	110 SHADY HILL DRIVE	Use & Occupancy	Residential	Closed
2023-13183-U01	06/27/2023	109 GALWAY CIRCLE	Use & Occupancy	Residential	Closed
2023-13075-Z1	06/02/2023	99 OLD LIMEKILN ROAD	Zoning	Residential	Approved
2023-13123-Z1	06/06/2023	377 TOWNSHIP LINE ROAD	Zoning	Residential	Approved
2023-13130-Z1	06/13/2023	109 ROCKY COURT SOUTH	Zoning	Residential	Approved
2023-13141-Z1	06/09/2023	207 JULIE ROAD	Zoning	Residential	Approved



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2023-13150-Z1	06/13/2023	113 SHADY HILL DRIVE	Zoning	Residential	Approved
2023-13151-Z1	06/13/2023	209 JULIE ROAD	Zoning	Residential	Approved
2023-13152-Z1	06/15/2023	555 NEW GALENA ROAD	Zoning	Residential	Approved
2023-13160-Z1	06/19/2023	73 PEACE VALLEY ROAD	Zoning	Residential	Approved
2023-13162-Z1	06/20/2023	4275 COUNTY LINE ROAD	Zoning	Residential	Approved
2023-13163-Z1	06/20/2023	108 CEDAR HILL ROAD	Zoning	Residential	Approved
2023-13168-Z1	06/21/2023	409 W BUTLER AVENUE	Zoning	Commercial	Approved
2023-13169-Z1	06/22/2023	665 NEW GALENA ROAD	Zoning	Residential	Approved
2023-13174-Z1	06/22/2023	711 HARVEST HILL DRIVE	Zoning	Residential	Approved
2023-13176-Z1	06/23/2023	19 SKYLINE DRIVE	Zoning	Residential	Approved
2023-12936-M4	06/23/2023	267 CREEK ROAD	Mechanical	Residential	Approved
2023-13036-M3	06/01/2023	104 HAINES COURT	Mechanical	Residential	Approved
2023-13116-M1	06/05/2023	312 PARK AVENUE	Mechanical	Residential	Approved
2023-13135-M3	06/07/2023	267 CREEK ROAD	Mechanical	Residential	Approved
2023-13143-M1	06/12/2023	207 CAMBRIDGE PLACE	Mechanical	Residential	Approved
2023-13146-M1	06/16/2023	233 CAMBRIDGE PLACE	Mechanical	Residential	Approved
2023-13153-M4	06/20/2023	74 SCHOOLHOUSE ROAD	Mechanical	Residential	Approved
2023-13154-M1	06/16/2023	26 FARBER DRIVE	Mechanical	Residential	Closed
2023-13155-M1	06/20/2023	80 NEWVILLE ROAD	Mechanical	Residential	Approved
2023-13187-M1	06/28/2023	136 RUE ST MICHAEL	Mechanical	Residential	Approved
2023-13188-M1	06/28/2023	24 SUNNYBROOK DRIVE	Mechanical	Residential	Approved



Use & Occupancy Inspections Count 2023 June

<u>Due Date</u>	<u>Permit Number</u>	<u>Application Type</u>	<u>Inspection Number</u>	<u>Visit Type</u>	<u>Inspection Type</u>	<u>Inspection Time</u>	<u>Owner</u>	<u>Site Address</u>	<u>Count</u>
06/07/2023	2023-13128-U01	Residential	1	Initial	Final U & O	11:30 AM		1014 ANTHEM WAY	1
06/07/2023	2023-13127-U01	Residential	1	Initial	Final U & O	11:00 AM		1023 ANTHEM WAY	1
06/28/2023	2023-13183-U01	Residential	2	Re-Inspection	Final U & O	1:00 PM	WILLIAM STEINHAUSER	109 GALWAY CIRCLE	1
06/26/2023	2023-13178-U01	Residential	1	Initial	Final U & O	2:00 PM	PRADEEP K. SRINIVASAN	110 SHADY HILL DRIVE	1
06/13/2023	2023-13110-U01	Residential	1	Initial	Final U & O	10:30 AM	CHRISTOPHER M. HOPKINS	112 PALACE COURT	1
06/27/2023	2023-13110-U01	Residential	2	Re-Inspection	Final U & O	9:30 AM	CHRISTOPHER M. HOPKINS	112 PALACE COURT	1
06/07/2023	2023-13126-U01	Residential	1	Initial	Final U & O	10:30 AM	DEAN & JESSICA MALIK	115 HARRISON FORGE COURT	1
06/14/2023	2023-13126-U01	Residential	2	Re-Inspection	Final U & O	9:30 AM	DEAN & JESSICA MALIK	115 HARRISON FORGE COURT	1
06/07/2023	2023-13067-U01	Residential	2	Re-Inspection	Final U & O	1:00 PM	JASON & CONSTANCE SMELAND	117 GLEN DRIVE	1
06/07/2023	2023-13124-U01	Residential	1	Initial	Final U & O	9:30 AM	PALMER S. & CINDY ROSSI	120 CIRCLE DRIVE	1
06/12/2023	2023-13124-U01	Residential	2	Re-Inspection	Final U & O	1:30 PM	PALMER S. & CINDY ROSSI	120 CIRCLE DRIVE	1
06/05/2023	2023-13106-U01	Residential	1	Initial	Final U & O	1:30 PM	COREY MATTHEWS	205 PRINCE WILLIAM WAY	1
06/12/2023	2023-13106-U01	Residential	2	Re-Inspection	Final U & O	1:00 PM	COREY MATTHEWS	205 PRINCE WILLIAM WAY	1
06/13/2023	2023-13140-U01	Residential	1	Initial	Final U & O	11:00 AM	JESS KULP	209 HAMPSHIRE DRIVE	1
06/05/2023	2023-13080-U01	Residential	1	Initial	Final U & O	1:00 PM	CHAMPAKA RAMACHANDRAN	210 PRINCE WILLIAM WAY	1
06/19/2023	2023-13080-U01	Residential	2	Re-Inspection	Final U & O	1:00 PM	CHAMPAKA RAMACHANDRAN	210 PRINCE WILLIAM WAY	1
06/05/2023	2023-13125-U01	Residential	1	Initial	Final U & O	2:00 PM	GREGORY ST LEGER	2103 UPPER STUMP ROAD	1
06/21/2023	2023-13125-U01	Residential	2	Re-Inspection	Final U & O	9:30 AM	GREGORY ST LEGER	2103 UPPER STUMP ROAD	1
06/18/2023	2023-13115-U01	Residential	1	Initial	Final U & O	2:00 PM	TOMAS J. VICKERMAN	224 CASSANDRA DRIVE	1
06/06/2023	2023-13107-U01	Residential	2	Re-Inspection	Final U & O	10:00 AM	JOSEPH & VIRGINIA PILAWSKY	231 WILLOW WOOD DRIVE	1
06/13/2023	2023-13131-U01	Residential	1	Initial	Final U & O	9:30 AM	HENRY & VERONICA BEECHER	28 PASTURE LANE	1
06/06/2023	2023-13121-U01	Residential	1	Initial	Final U & O	11:00 AM		302 ANTHEM WAY	1
06/06/2023	2023-13117-U01	Residential	1	Initial	Final U & O	11:30 AM	PATRICIA TEDESCO	307 NOTTINGHAM PLACE	1
06/12/2023	2023-13117-U01	Residential	2	Re-Inspection	Final U & O	2:00 PM	PATRICIA TEDESCO	307 NOTTINGHAM PLACE	1
06/26/2023	2023-13173-U01	Residential	1	Initial	Final U & O	1:30 PM	BARRY HELLER	318 WYNDALE DRIVE	1
06/26/2023	2023-12960-U01	Residential	2	Re-Inspection	Final U & O	1:00 PM	EDWIN M. HEIN, JR.	350 GLENNBROOK WAY	1
06/06/2023	2023-13120-U01	Residential	1	Initial	Final U & O	10:30 AM		423 ANTHEM WAY	1
06/06/2023	2023-13109-U01	Residential	1	Initial	Final U & O	9:30 AM	VINCENT GEORGE PATON	611 CHATHAM COURT	1
06/13/2023	2023-13109-U01	Residential	2	Re-Inspection	Final U & O	11:30 AM	VINCENT GEORGE PATON	611 CHATHAM COURT	1
06/07/2023	2023-13061-U01	Residential	1	Initial	Final U & O	10:00 AM	SAMUEL R. & ANNE HAMME	73 PEACE VALLEY ROAD	1
06/19/2023	2023-13061-U01	Residential	2	Re-Inspection	Final U & O	1:30 PM	SAMUEL R. & ANNE HAMME	73 PEACE VALLEY ROAD	1
06/13/2023	2023-13132-U01	Residential	1	Initial	Final U & O	9:30 AM	CHARLES LOUGHLIN, SR	90 COWBELL LANE	1
							TOTAL COUNT		32

MEMO

TOWNSHIP OF NEW BRITAIN



TO: Michael Walsh, Interim Township Manager
FROM: David Conroy, Director of Planning and Zoning
DATE: July 7, 2023
RE: June 2023 Land Development Report

UNDER REVIEW:

(2023-13148) 84 Curley Mill Road Minor Subdivision – Anatoliy & Leonid Klimenko

- Minor Subdivision Plan was accepted 6/16, under review by G&A. Tentatively scheduled for 7/25 PC.

(2023-12977) 4359 County Line Rd Minor Land Development – CP Rankin, Inc.

- Presented at 5/23 PC. Revising plans and preparing Preliminary Plan submission

(2023-12917) 140 Upper Church Rd Minor Subdivision – Casadonti Homes, Inc

- Preliminary/Final Plan was accepted on 6/22, under review by G&A. Tentatively scheduled for 7/25 PC

(22-1400) Toll Brothers - County Line Rd & W Butler Ave (Birch Run)

- Conditional Use Hearing held 5/1, no decision rendered yet.

(2022-12243) Manor Dr – Petrucci Land Development

- Presented at 4/3 BOS Work Session, revising plans per comments.

(2022-12765) 180 New Britain Blvd/354 Schoolhouse Rd Parking Expansion 2

- Received ZHB approval on 6/22 for relief related to paved area setbacks and impervious for parking lot expansion.

(2022-12689) Galena Reserve Mobile Home Park

- Withdrew from 1/24 PC agenda. Applicant to resubmit plans.

(2022-12263) 396 King Rd Subdivision – Casadonti Homes, Inc

- Submitted revised plans on 6/23, under review by G&A. Tentatively scheduled for 7/25 PC, previously attended 3/28 PC meeting.

(2022-12682) 505 W Butler Ave - Extra Space Storage

- Presented Sketch Plan at 5/23 PC and 6/5 BOS Work Session. Will need zoning relief, applicant preparing ZHB submission.

(2022-12404) 545 W Butler Ave - Rao Group Papa John's/Dunkin'

- Presented revised plans at 6/1 Staff Meeting, received comments from staff and will be submitting revised Sketch Plan for formal review.

(2022-12505) 619 N Limekiln Pike – Hughes/Umlauf Building Additions

- Initial application incomplete, awaiting formal resubmission.

(21-1000) 120 Liberty Ln – Herding Butterflies, LP

- Accepted Conditional Use Application for stone parking lot 2/23, PC recommended approval of Conditional Use at 3/28 meeting, Conditional Use Hearing held 4/17, Conditional Use granted on 6/19

BOARD APPROVAL GRANTED:

(2022-12511) 137 S Limekiln Pike – Defelice/Prestige Minor Subdivision

- Planning Module approval tentatively scheduled for 7/17 Business Meeting. Plans submitted for final review on 7/5

(2022-12320) 141 Independence Ln – Catalyst Commercial Development

- G&A checkset review issued. NPDES permit issued, Financial Security approved. Development Agreements prepared by Solicitor, awaiting execution.

(19-1600) 98 Railroad Ave - JAMP Development/Piotrowski

- Previous Planning Module withdrawn, new mailer executed and sent to applicant for DEP review. G&A checkset review issued.

(18-0100) 123 Creek Rd – Labrozzi Minor Subdivision

- Solicitor drafting amended Conservation Easement Agreement

(2022-12537) 55 Curley Mill Rd – Mortimer Minor Subdivision

- Applicant to submit revised plans for checkset review.

(20-0600) 315 Old Limekiln Rd – D'Alessio Subdivision

- Applicant to submit record plans, fees and execute agreements.

(15-0200) 9 Sellersville Rd – Tecce Minor Subdivision

- Waiver granted for driveway slope at 2/6 BOS meeting. Applicant submitted zoning and building permit applications for new dwellings.

(2022-12319) 84 Schoolhouse Rd – PRDC

- Checkset review issued by G&A, applicant to submit fees/agreements. Street name approved by BOS; owners advised to reach out to adjacent owners for off-site trail.

(16-1300) Township Line Rd – Lohin Subdivision

- Sewage facilities approval received, G&A checkset letter received 3/30, proposed road names reviewed at 4/17 BOS Business meeting, applicant to post escrow/pay fees before recording plans.

(20-1000) 1 Highpoint Dr – Fox Lane Homes

- Demo permit issued. Sidewalk easement obtained along La Petite frontage. Pre-construction meeting held on 7/6. Awaiting Stormwater O&M and Easement Agreements.

(17-1900) 114 Sellersville Rd – Garton Minor Subdivision

- Awaiting submission of Record Plans

(2022-12262) 267 Creek Rd – Frankel/McGinley Lot Line Change

- Plans recorded, conservation easement agreements executed, awaiting Deeds of Consolidation.

Veteran's Park – CNBTJSA Pump Station 4 Relocation

- Applicant to execute agreements and pay fees prior to recording plans.



New Britain Township Police Department

Monthly Report -

June 2023

Current Goals and Objectives:

Objective 1: Maintain no increase in accidents as compared to 2022

Objective 2: Become PLEAC Accredited

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

Objective 4: Leadership Development

Result of Goals & Objectives:

Objective 1: Directed patrols implemented in areas most prone to accidents. Currently 1% increase.

Objective 2: 50% of policies complete to date. On track to complete by end of 2023.

Objective 3: Body worn cameras deployed.

Objective 4: Two officers completed leadership training in May. Two scheduled for training in August.

Significant Events:

Completed

- ◆ Officers involved and professionally handled two use of force incidents captured on BWCs while backing up CBRPD.
- ◆ Installation of new lockers for police department

Upcoming

- ◆ Participation and support of July 4th Parade
- ◆ National Night Out—Doylestown August 1st 4-8 PM
- ◆ New 2023 Ford Interceptor Hybrid SUV for police fleet
- ◆ New 2023 Ford Interceptor SUV for police fleet
- ◆ Part Time Police Services Clerk



New Britain Township Police Department

Monthly Report -

June 2023

PERFORMANCE STATISTICS

PART 1 CRIMES	28 DAY		
	2023	2022	% Change
Murder	0	0	NA
Rape	0	0	NA
Robbery	0	0	NA
Aggravated Assault	0	0	NA
Burglary	0	0	NA
Theft	3	6	-50%
Auto Theft	0	0	NA
Arson	0	0	NA
TOTALS	3	6	-50%

PART 2 CRIMES	28 DAY		
	2023	2022	% Change
Assaults (non-aggravated)\Harassment	2	0	NA
Fraud	1	3	-66.66%
Vandalism/Criminal Mischief	0	0	0%
Disorderly Conduct	0	1	-100%
Drug Violations	1	2	-50%
Driving Under the Influence	0	2	-100%
Public Drunkenness	0	0	NA
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	1	3	-66.66%
TOTALS	5	11	-54.54%

MOTOR VEHICLE ACCIDENTS	28 DAY		
	2023	2022	% Change
Total Accidents	17	17	NA
Non-Reportable	9	2	350%
Fatal Accidents	0	0	NA
Reportable	8	0	NA



New Britain Township Police Department

Monthly Report -

June 2023

PERFORMANCE STATISTICS

PART 1 CRIMES	YTD		
	2023	2022	% Change
Murder	0	0	NA
Rape	0	0	NA
Robbery	0	0	NA
Aggravated Assault	0	0	NA
Burglary	0	1	-100%
Theft	30	21	42.85%
Auto Theft	2	0	NA
Arson	0	0	NA
TOTALS	32	22	45.45%

PART 2 CRIMES	YTD		
	2023	2022	% Change
Assaults (non-aggravated)/Harassment	7	15	-53.33%
Fraud	22	10	120%
Vandalism/Criminal Mischief	3	5	-40%
Disorderly Conduct	0	1	-100%
Drug Violations	4	3	33.33%
Driving Under the Influence	2	7	-71.42%
Public Drunkenness	0	2	-100%
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	4	3	33.33%
TOTALS	42	49	-14.28%

MOTOR VEHICLE ACCIDENTS	YTD		
	2023	2022	% Change
Total Accidents	106	105	.95%
Non-reportable	68	71	4.22%
Fatal Accidents	0	0	NA
Reportable	38	34	11.76%



New Britain Township

Public Works

Departmental Report

Year: 2023

Month: June

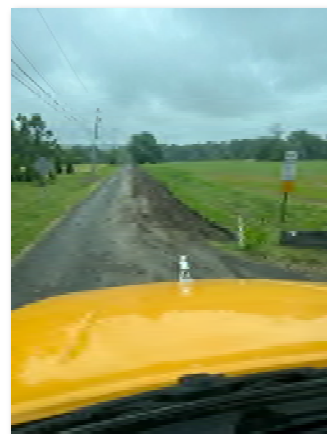
Drainage: 305 Hrs.

Public Works re-graded the ditch lines on Chapman Rd. between King Rd. and New Galena Rd. after base repairs and drainage pipe replacement.



Chapman Rd. re-graded ditch lines.

PW also re-graded ditch lines on King Rd. between Chapman Rd. and Swamp Rd.



King Rd. re-graded ditch line.



New Britain Township

Public Works

Road Maintenance: 171 Hrs.

Public Works contracted Guidemark to complete all long line striping and thermo work at signalized intersections. The long line striping consisted of 124,257 LF of double yellow, 37,425 LF of white fog line, and 2,330 LF of single white lane line.



Upper State Rd. Line Striping.

Public Works also completed in-house painting of stop bars and crosswalks throughout New Britain Township.

Street Signs: 90 Hrs.

We continued to upgrade street signs to the new HIP standard. Below are two pictures to show the difference in reflectivity.





New Britain Township

Public Works

Equipment Maintenance: 90 Hrs.

Vehicles and equipment are cleaned, serviced, and inspected as needed.

Township Property Maintenance: 158 Hrs.

Public Works continued road bank mowing and trimming of vegetation around signs and guardrails for visibility.

We removed all filing cabinets from the police storage room after file storage was completed and all files were relocated.

Public Works cleaned up a down tree that fell from Pheasant Run Open Space (Township Property) onto a property located at 204 Lenape Dr.



Down tree before and after clean-up.

Other: 60 Hrs.

Miscellaneous tasks completed, running vehicles to outside vendors, picking up parts/ supplies, etc.



New Britain Township

Parks & Recreation

DEPARTMENTAL REPORT

YEAR: 2023

MONTH: JUNE

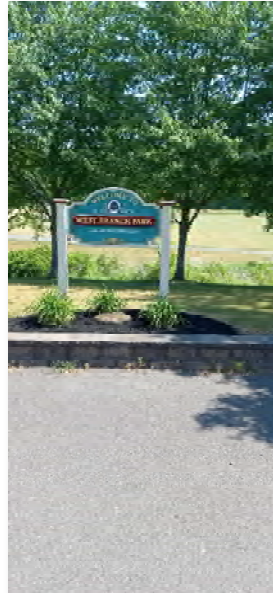
Township Property Maintenance:

The Parks and Recreation Department performed daily inspections of North Branch, West Branch, Highlands, Veteran's and Pheasant Run Parks for trash removal and mutt mitt dispenser refills, along with biweekly checks of the open area behind the New Britain Walk Development.

The PnR department weed wacked, and sprayed weed control in all beds at all parks, this also included the administration building and police station along with EMS. The beds at Highlands, Veterans, West Branch Parks were then mulched along with EMS and around the park sign at North Branch.

West Branch before and after mulch

Veterans before and after mulch



Before

After



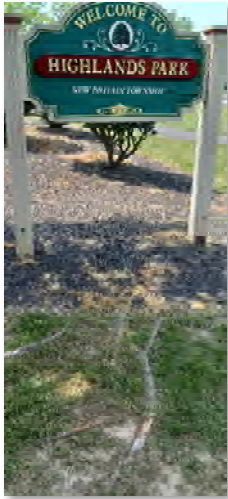
Before

After



New Britain Township

Parks & Recreation



Highlands Park Before and After

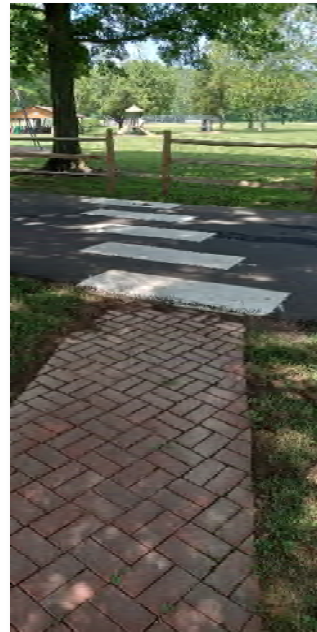


North Branch Park After

The Parks and Recreation Department, with the aid of Public Works had crosswalks painted along the main driveway at North Branch Park at the two open gates by the upper playground.



View from top entrance of walking trail



View from Veteran's Memorial



New Britain Township

Parks & Recreation

The Parks and Recreation Department replaced a section of PVC cross pipe underneath the walking trail at North Branch Park between the lower soccer fields and the Lindenfield bridge. The pipe was failing and creating a tripping hazard along the trail. A new section was installed, covered with $\frac{3}{4}$ modified stone, compacted, then covered with 2 inches of blacktop compacted.



Pipe installed with compacted stone.



Completed project with blacktop.

The PnR department continued the weekly mowing and weed whacking schedule of all Township parks and open space areas at North Branch Park.

Special Projects / Other:

The Park and Recreation Department does not have any special projects at this current time. The Parks and Recreation Foreman / Coordinator is categorizing all administrative duties as Other.

Ballfield Maintenance:

The Parks and Recreation Department is grooming all the softball and baseball fields at North Branch Park on an as needed basis, with the exception for two baseball camps and a three-day softball tournament during the month of June which required extra grooming and discharging all water after significant rainfall to ensure safe playing conditions.



New Britain Township

Parks & Recreation

Parks and Recreation Daily Hours:

Township Property Maintenance:	415	Hrs.
Ballfield Maintenance:	42	Hrs.
Other/ Special Projects:	23	Hrs.