



Meeting Packet

**Board of Supervisors
August 21, 2023**



ACTION ITEMS



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

BOARD MOTION

Date: August 21, 2023

I MOVE THAT: The Board **approve / table** the minutes of the July 17, 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: August 21, 2023

I MOVE THAT: The Board **approve / table the Schedule of Bills dated August 16, 2023, in the amount of \$743,537.70, and authorize the Township Manager to pay all bills, per the attachment.**

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisors
CC: Michael Walsh
FROM: John Bates
DATE: August 16, 2023
RE: Bills List

This memo serves as an explanation for the attached schedule of bills dated August 16, 2023, in the amount of \$743,537.70. The reason for the increased amount is twofold:

1 – The prior schedule of bills approved at the meeting on July 17, 2023, only totaled \$181,544.33 due to timing of invoices received, resulting in increased daily activity for this schedule of bills

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

- 2023 Second Quarter Fire/EMS Tax Distributions in the total amount of \$56,000.00
- Police vehicle purchased as approved at the June 19, 2023 Business Meeting in the total amount of \$49,945.00
- Return of Escrow funds totaling \$161,511.72, as Township staff continues to improve it's legal & engineering escrow process and reconcile accounts

The breakdown by Fund is as follows:

<i>Fund Description</i>	<i>Fund Number</i>	<i>Amount</i>
General Fund	01	\$ 429,935.24
Street Lighting Fund	02	1,067.94
Fire/Ambulance Tax Fund	03	56,000.00
Land Preservation Fund	04	4,440.37
Parks & Recreation Fund	07	11,801.78
Capital Improve./Equip. Fund	18	55,184.53
Cap. Infrastructure & PW Bldg. Fund	20	23,596.12
Escrow Fund	90	161,511.72
		\$ 743,537.70

P.O. Type: All
 Range: First to Last
 Format: Condensed
 Vendors: All
 Rcvd Batch Id Range: KG070523 to KG080723

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

Paid Date Range: 07/12/23 to 08/16/23
 Include Non-Budgeted: Y Prior Year Only: N

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
180NB005	180 NB BLVD ASSOCIATES LLC	23000794	07/25/23	RELEASE OF ESCROW	Open	120,258.00	0.00		
ADTC005	ADT COMMERCIAL	23000773	07/10/23	SECURITY SYSTEM	Open	1,236.46	0.00		
ADVAN010	ADVANCED COLOR AND GRIND LLC	23000761	07/05/23	BLACK MULCH	Open	156.00	0.00		
ADVAN030	ADVANCED ELECTRONIC DESIGN INC	23000700	06/30/23	RHINO TAB MOUNT TABLET- 48-05	Open	4,504.03	0.00		
AIRGA010	AIRGAS USA LLC	23000777	07/14/23	SHOP SUPPLIES	Open	12.34	0.00		
ALEXA005	ALEXANDER KOMATICK	23000839	08/02/23	2023 MEDICAL REIMBURSEMENT	Open	551.00	0.00		
ANTHO030	ANTHONY PASSERINI	23000838	07/26/23	JAN - JUNE 2023 CELL REIMB	Open	120.00	0.00		
AQUAP010	AQUA PENNSYLVANIA	23000732	07/03/23	FIRE HYDRANT RENTAL	Open	1,278.58	0.00		
		23000834	08/01/23	FIRE HYDRANT RENTAL	Open	1,278.58	0.00		
						2,557.16			
ARMOU010	ARMOUR & SONS ELECTRIC I	23000784	07/13/23	TRAFFIC SIGNAL REPAIR	Open	300.00	0.00		
		23000845	07/25/23	TRAFFIC SIGNAL REPAIR	Open	536.00	0.00		
						836.00			
ASAPM005	ASAP MAILING	23000851	07/10/23	2023 VOL 2 NEWSLETTER MAILING	Open	1,722.74	0.00		
ASSOC010	ASSOCIATED TRUCK PARTS	23000710	06/27/23	VEHICLE PARTS	Open	232.40	0.00		
		23000787	07/19/23	VEHICLE PARTS	Open	17.74	0.00		
						250.14			
ATTMO010	AT&T MOBILITY	23000790	07/13/23	MOBILE PHONE SERVICE	Open	388.92	0.00		
AUTOZ005	AutoZone, Inc.	23000762	07/03/23	PARTS	Open	21.38	0.00		
BARRY010	BARRY ISETT & ASSOCIATES INC	23000719	07/10/23	EMERGENCY MGMT SERVICES	Open	500.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
BEGLE005 BEGLEY CARLIN & MANDIO LLP									
		23000771	06/30/23	LEGAL EXPENSES	Open	37.00	0.00		
		23000800	07/06/23	LEGAL EXPENSES	Open	<u>12,693.25</u>	0.00		
						12,730.25			
BERGE010 BERGEY'S INC.									
		23000701	06/28/23	PW 48-28	Open	1,441.25	0.00		
BILLM010 BILL MITCHELL'S AUTO SERVICE I									
		23000846	07/28/23	EMISSION INSPECTION 48-16	Open	31.57	0.00		
		23000847	07/27/23	EMISSION INSPECTION 48-12	Open	31.57	0.00		
		23000861	08/03/23	VEHICLE REPAIR - CODE VEHICLE	Open	<u>484.92</u>	0.00		
						548.06			
BKS CT BKS CTY COURT REPORTERS, LLC									
		23000739	07/11/23	6/22/23 ZONING HEARING	Open	195.00	0.00		
		23000870	08/05/23	7/20/23 ZONING HEARING	Open	<u>232.50</u>	0.00		
						427.50			
BLUEH010 BLUE HAVEN POOLS									
		23000743	07/20/23	RETURN OF ESCROW	Open	1,000.00	0.00		
BRIAN010 BRIAN JONES									
		23000802	07/26/23	2023 MEDICAL REIMBURSEMENT	Open	216.88	0.00		
CATHE010 CATHERINE BASILII									
		23000738	07/06/23	ZONING HEARINGS	Open	90.00	0.00		
CENTRO20 CENTRAL BUCKS AMBULANCE									
		23000814	07/31/23	2ND QUARTER 2023 DISTRIBUTION	Open	1,080.00	0.00		
CENTRO50 CENTRAL BUCKS SCHOOL DISTRICT									
		23000750	07/01/23	PARCEL 26-005-009	Open	2,375.12	0.00		
		23000751	07/01/23	PARCEL 26-011-015	Open	<u>1,812.56</u>	0.00		
						4,187.68			
CHAL-030 CHAL-BRIT REGIONAL EMS									
		23000815	07/31/23	2ND QUARTER 2023 DISTRIBUTION	Open	16,920.00	0.00		
CHALF080 CHALFONT FIRE COMPANY									
		23000853	07/31/23	2ND QUARTER 2023 DISTRIBUTION	Open	33,440.00	0.00		
CHAPM005 CHAPMAN FORD OF HORSHAM									
		23000781	07/26/23	2023 POLICE FORD HYBRID	Open	49,945.00	0.00		
CHASE005 CHASE									
		23000879	08/01/23	PRINCIPAL/INTEREST	Open	19,269.60	0.00		
CHUCK CHUCK COXHEAD									
		23000736	07/06/23	ZONING HEARINGS	Open	90.00	0.00		
COMCA010 COMCAST									
		23000706	06/24/23	CABLE/INTERNET	Open	21.22	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
COMCA010 COMCAST					Continued				
		23000734	07/06/23	CABLE/INTERNET	Open	588.57	0.00		
		23000776	07/09/23	CABLE/INTERNET	Open	228.96	0.00		
		23000827	07/24/23	CABLE/INTERNET	Open	<u>21.22</u>	0.00		
						859.97			
COMMO135 COMMONWEALTH OF PA									
		23000791	07/17/23	WASTE TIRE TRANSPORTER	Open	50.00	0.00		
COMMO130 COMMONWEALTH OF PENNSYLVANIA									
		23000812	07/31/23	MS4 INDIVIDUAL PERMIT	Open	2,500.00	0.00		
CONSE005 CONSERVATION RESOURCES LLC									
		23000803	07/27/23	SINGLE NET STRAW BLANKET	Open	79.00	0.00		
		23000863	08/02/23	GEO FILTER FABRIC - NB PARK	Open	<u>403.50</u>	0.00		
						482.50			
DANIE020 DANIEL L. BEARDSLEY LTD.									
		23000869	08/01/23	EQUIP REPAIR	Open	32.00	0.00		
DELA020 DEL VALL PROP & LIABILITY TRST									
		23000831	07/01/23	PROPERTY & LIABILITY TRST	Open	29,476.75	0.00		
DELA040 DELAWARE VALLEY WORKERS' COMP									
		23000830	07/01/23	WORKERS COMP INSURANCE	Open	24,534.25	0.00		
DIVER005 DIVERSIFIED STORAGE SOLUTIONS									
		23000749	06/27/23	STORAGE LOCKERS - POLICE	Open	71,614.06	0.00		
DOYLE060 DOYLESTOWN FIRE COMPANY									
		23000856	07/31/23	2ND QUARTER 2023 DISTRIBUTION	Open	760.00	0.00		
DUBLI010 DUBLIN FIRE COMPANY									
		23000855	07/31/23	2ND QUARTER 2023 DISTRIBUTION	Open	1,520.00	0.00		
DVHIT010 DVHT									
		23000741	07/01/23	HEALTH INSURANCE	Open	74,604.54	0.00		
		23000832	08/01/23	HEALTH INSURANCE	Open	<u>74,604.54</u>	0.00		
						149,209.08			
EASTE010 EASTERN AUTOPARTS WAREHOU									
		23000714	06/30/23	AUTO PARTS	Open	220.51	0.00		
		23000849	07/31/23	AUTO PARTS	Open	<u>419.84</u>	0.00		
						640.35			
ECKER010 ECKERT SEAMANS CHERIN&MELLOTT									
		23000805	07/14/23	GENERAL LABOR	Open	3,412.50	0.00		
ESTAB005 ESTABLISHED TRAFFIC CONTROL									
		23000875	08/04/23	STREET SIGNS	Open	803.00	0.00		
EUREK010 EUREKA STONE QUARRY INC.									
		23000792	07/01/23	PATCHING	Open	380.19	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
EUREK010	EUREKA STONE QUARRY INC.				Continued				
		23000793	07/20/23	PAVING	Open	5,099.37	0.00		
		23000842	07/28/23	PAVING	Open	3,967.74	0.00		
						<u>9,447.30</u>			
EVOLU005	EVOLUTION TRAINING SOLUTIONS								
		23000799	07/19/23	RED DOT SIGHT PISTOL TRAINING	Open	450.00	0.00		
FBILE005	FBI-LEEDA								
		23000768	06/30/23	SLI - DOYLESTOWN, PA	Open	1,590.00	0.00		
GALLS010	GALLS, LLC								
		23000693	06/07/23	UNIFORM	Open	148.47	0.00		
		23000717	06/24/23	UNIFORM	Open	158.55	0.00		
						<u>307.02</u>			
GARYT005	GARY THOMAS								
		23000821	07/26/23	JAN - JUNE 2023 CELL REIMB	Open	120.00	0.00		
GATEH005	GATEHOUSE MEDIA PA HOLDINGS								
		23000742	07/01/23	ADVERTISING	Open	923.87	0.00		
GEORG040	GEORGE ALLEN PORTABLE TOILETS								
		23000704	06/27/23	PORTABLE TOILETS/PARKS	Open	664.00	0.00		
		23000807	07/25/23	PORTABLE TOILETS/PARKS	Open	664.00	0.00		
						<u>1,328.00</u>			
GILMO010	GILMORE & ASSOCIATES INC.								
		23000801	07/02/23	ENGINEERING EXPENSES	Open	44,102.98	0.00		
GLENN015	GLENN COLEMAN								
		23000813	06/23/23	RETURN OF ESCROW	Open	4,341.10	0.00		
GUIDE010	GUIDEMARK INC.								
		23000694	06/23/23	LINE PAINTING	Open	13,764.40	0.00		
		23000695	06/23/23	LINE PAINTING	Open	6,726.40	0.00		
						<u>20,490.80</u>			
HABER010	H.A. BERKHEIMER INC.								
		23000724	06/30/23	COMMISSION FEE JUNE 2023	Open	17.36	0.00		
		23000872	07/31/23	COMMISSION FEE JULY 2023	Open	3.57	0.00		
						<u>20.93</u>			
HILLT020	HILLTOWN FIRE COMPANY								
		23000854	07/31/23	2ND QUARTER 2023 DISTRIBUTION	Open	2,280.00	0.00		
HIRSC005	HIRSCHBERG MECHANICAL LLC								
		23000824	07/19/23	COMMERCIAL SERVICE CHARGE	Open	369.00	0.00		
HOMED010	HOME DEPOT CREDIT SERVICES								
		23000718	06/28/23	SUPPLIES	Open	2,408.95	0.00		

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HPT HPT SYSTEMS, INC.									
		23000788	06/30/23	MONTHLY CLOUD BACKUP - Q2 2023	Open	587.40	0.00		
		23000789	06/30/23	DUO SECURITY - MFA LICENSES	Open	294.00	0.00		
						<u>881.40</u>			
INTEG010 INTEGRATED TURF MANAGEMENT INC									
		23000759	07/01/23	WEED CONTROL CURBS/SIDEWALKS	Open	6,885.00	0.00		
JLAUT010 J L AUTO BODY									
		23000785	07/11/23	POLICE - 2022 FORD EXPL 48-02	Open	298.30	0.00		
JCEHR010 J. C. EHRLICH CO. INC.									
		23000728	07/02/23	PEST CONTROL GEN MAINT	Open	635.69	0.00		
JAMES150 JAMES GALLAGHER JR									
		23000816	07/06/23	RETURN OF ESCROW	Open	784.99	0.00		
JOHNB045 JOHN BATES									
		23000729	07/06/23	2023 DVHT TRAVEL REIMBURSEMENT	Open	199.12	0.00		
		23000747	07/24/23	2023 MEDICAL REIMBURSEMENT	Open	235.07	0.00		
						<u>434.19</u>			
JUSTI030 JUSTIN ELVIDGE									
		23000874	07/26/23	JAN - JUN 2023 CELL REIMB	Open	120.00	0.00		
KELSE005 KELSEY C. GANTHER									
		23000873	07/26/23	JAN - JUN 2023 CELL REIMB	Open	120.00	0.00		
KENCO010 KENCO HYDRAULICS INC.									
		23000811	07/24/23	GEAR MOTOR	Open	1,500.00	0.00		
KIMGO005 KIM GOODWIN									
		23000720	07/10/23	2023 MEDICAL REIMBURSEMENT	Open	66.93	0.00		
		23000823	08/01/23	2023 MEDICAL REIMBURSEMENT	Open	180.00	0.00		
						<u>246.93</u>			
MWPRE005 M&W PRECAST, LLC									
		23000703	06/27/23	DRAINAGE SUPPLIES	Open	2,061.82	0.00		
		23000798	07/25/23	DRAINAGE SUPPLIES	Open	197.91	0.00		
		23000859	07/31/23	DRAINAGE SUPPLIES	Open	1,541.00	0.00		
						<u>3,800.73</u>			
MARIA015 MARIA CLANCY									
		23000698	06/30/23	2023 MEDICAL REIMBURSEMENT	Open	106.93	0.00		
		23000699	07/05/23	MILEAGE REIMBURSEMENT	Open	24.42	0.00		
						<u>131.35</u>			
MARKS010 MARK S. DUNCAN JR.									
		23000745	07/20/23	2023 MEDICAL REIMBURSEMENT	Open	670.96	0.00		
		23000836	08/02/23	2023 MEDICAL REIMBURSEMENT	Open	110.99	0.00		
						<u>781.95</u>			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
MARYB005 MaryBeth McCabe									
		23000850	08/01/23	2023 MEDICAL REIMBURSEMENT	Open	520.89	0.00		
MASTE010 MASTERS TELECOM LLC									
		23000867	08/04/23	SPECIALTY VOICE MAIL/FAX LINE	Open	66.23	0.00		
MCDON010 MCDONALD UNIFORM COMPANY									
		23000731	06/30/23	UNIFORM	Open	200.24	0.00		
		23000767	07/11/23	UNIFORM	Open	250.89	0.00		
		23000844	07/28/23	UNIFORM	Open	137.04	0.00		
						<u>588.17</u>			
MICHA170 MICHAEL WALSH									
		23000740	07/14/23	2023 DVHT TRAVEL REIMBURSEMENT	Open	199.12	0.00		
MUNIL005 MUNILOGIC									
		23000878	07/31/23	MONTHLY HOSTING FEE	Open	4,165.00	0.00		
NORTH050 NORTH PENN WATER AUTHORIT									
		23000697	06/20/23	WATER	Open	175.44	0.00		
		23000825	07/20/23	WATER	Open	198.32	0.00		
						<u>373.76</u>			
PENNS020 PA ONE CALL SYSTEM, INC.									
		23000722	06/30/23	PA ONE CALLS	Open	25.35	0.00		
		23000871	07/31/23	PA ONE CALLS	Open	90.68	0.00		
						<u>116.03</u>			
PECOE020 PECO ENERGY-PAYMENT PROCESSING									
		23000696	06/23/23	ELECTRIC	Open	168.32	0.00		
		23000713	06/28/23	ELECTRIC	Open	428.45	0.00		
		23000727	07/06/23	ELECTRIC	Open	35.54	0.00		
		23000735	07/10/23	ELECTRIC	Open	167.39	0.00		
		23000772	07/20/23	ELECTRIC	Open	210.79	0.00		
		23000783	07/11/23	ELECTRIC	Open	294.55	0.00		
		23000806	07/21/23	ELECTRIC	Open	1,763.28	0.00		
		23000826	07/27/23	ELECTRIC	Open	185.80	0.00		
		23000857	08/01/23	ELECTRIC	Open	13.82	0.00		
		23000865	07/31/23	ELECTRIC	Open	399.49	0.00		
						<u>3,667.43</u>			
PENNP005 PENN POWER GROUP									
		23000848	07/26/23	GENERATOR SERVICE	Open	1,800.00	0.00		
PSATS010 PSATS									
		23000860	08/07/23	MCCABE SOUTHEAST 2023 REGIONAL	Open	144.00	0.00		
READY005 READY REFRESH BY NESTLE									
		23000754	07/06/23	BOTTLED WATER	Open	345.44	0.00		
RECRE005 RECREATION RESOURCE USA									
		23000835	07/28/23	NB PARK PLAYGROUND REPAIR	Open	4,000.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
REPUB005 REPUBLIC SERVICES #320									
		23000786	07/15/23	TRASH SERVICES	Open	734.78	0.00		
RICTH010 RICHTER DRAFTING & OFFICE SUPP									
		23000810	07/19/23	MOBILE SHRED	Open	130.00	0.00		
RIGGI010 RIGGINS INC.									
		23000702	06/29/23	PW FUEL	Open	1,192.92	0.00		
		23000764	07/13/23	PW FUEL	Open	1,159.52	0.00		
		23000765	07/06/23	PW DIESEL	Open	654.85	0.00		
		23000766	07/07/23	POLICE FUEL	Open	1,474.24	0.00		
		23000778	07/20/23	PW DIESEL	Open	1,003.01	0.00		
		23000779	07/20/23	POLICE FUEL	Open	1,568.11	0.00		
		23000780	07/20/23	PW PARK/REC	Open	573.15	0.00		
		23000804	07/26/23	PW FUEL	Open	661.71	0.00		
		23000876	08/03/23	PW DIESEL	Open	1,071.78	0.00		
		23000877	08/02/23	POLICE FUEL	Open	864.46	0.00		
						<u>10,223.75</u>			
ROBER270 ROBERT E. LITTLE, INC.									
		23000862	08/02/23	ROTARY SWITCH & KEY	Open	35.83	0.00		
RYANG005 RYAN GEHMAN									
		23000822	08/01/23	2023 MEDICAL REIMBURSEMENT	Open	310.48	0.00		
SANDRA SANDRA EZZO									
		23000744	07/19/23	2023 MEDICAL REIMBURSEMENT	Open	50.00	0.00		
SCOTT070 SCOTT FISCHER									
		23000737	07/06/23	ZONING HEARINGS	Open	90.00	0.00		
SERVI010 SERVICE TIRE TRUCK CENTERS									
		23000840	07/25/23	TIRES PD 48-09	Open	476.00	0.00		
SHARO020 SHARON MAYS									
		23000730	07/12/23	CHAIR REIMBURSEMENT	Open	40.00	0.00		
SHAWN020 SHAWN P. KNIGHT									
		23000726	07/07/23	2023 MEDICAL REIMBURSEMENT	Open	264.00	0.00		
		23000746	07/19/23	UNIFORM	Open	63.06	0.00		
						<u>327.06</u>			
STAND015 STANDARD DIGITAL LEASING									
		23000755	06/24/23	ADMIN COPIER	Open	261.33	0.00		
		23000756	06/24/23	POLICE COPIER	Open	236.49	0.00		
		23000757	07/22/23	ADMIN COPIER	Open	273.78	0.00		
		23000758	07/22/23	POLICE COPIER	Open	248.94	0.00		
						<u>1,020.54</u>			
STAND010 STANDARD INSURANCE COMPANY									
		23000858	07/17/23	LIFE/DISABILITY INSURANCE	Open	3,521.84	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
STAPL015 STAPLES									
		23000748	07/01/23	OFFICE SUPPLICES	Open	146.70	0.00		
		23000828	07/29/23	OFFICE SUPPLIES	Open	<u>101.02</u>	0.00		
						247.72			
TDAME010 TD AMERITRADE INSTITUTIONAL									
		23000852	07/31/23	EMPLOYEE PENSION CONTRIBUTIONS	Open	11,678.15	0.00		
THOMA090 THOMAS J. WALSH III, ESQ.									
		23000775	07/16/23	ZONING LEGAL SERVICES	Open	4,736.00	0.00		
THOMP010 THOMPSON NETWORKS									
		23000721	06/24/23	MONTHLY HELP DESK SERVICES	Open	1,384.80	0.00		
TILLE010 TILLEY FIRE SOLUTIONS									
		23000763	07/07/23	ALARM/SPRINKLER INSPECTION	Open	2,394.00	0.00		
TMABU010 TMA BUCKS									
		23000769	07/05/23	TMA BUCKS MEMBERSHIP	Open	909.00	0.00		
TRAI005 TRAISR, LLC									
		23000752	06/30/23	DATA REQUESTS/COLLECTION	Open	1,915.00	0.00		
CENTR085 TRITECH SOFTWARE SYSTEMS									
		23000723	07/05/23	ANNUAL MAINTENANCE FEE	Open	2,577.35	0.00		
UNITE010 UNITED INSPECTION AGENCY INC.									
		23000770	06/28/23	OUTSIDE INSPECTIONS	Open	720.00	0.00		
		23000829	07/19/23	OUTSIDE INSPECTIONS	Open	1,390.00	0.00		
		23000837	07/26/23	OUTSIDE INSPECTIONS	Open	<u>1,765.00</u>	0.00		
						3,875.00			
UNITE055 UNITED STATES TREASURY									
		23000733	06/16/23	PCORI IRS FILING	Open	309.00	0.00		
UNIVE010 UNIVERSAL ELECTRIC LLC									
		23000712	06/29/23	PD POWER INSTALL FOR LOCKERS	Open	358.00	0.00		
		23000760	07/07/23	LIGHT REPLACEMENT	Open	<u>175.00</u>	0.00		
						533.00			
UNIVE015 UNIVEST BANK									
		23000709	06/29/23	PRINCIPAL/INTEREST	Open	2,163.26	0.00		
		23000843	07/30/23	PRINCIPAL/INTEREST	Open	<u>2,163.26</u>	0.00		
						4,326.52			
VERIZ010 VERIZON									
		23000707	06/27/23	INTERNET	Open	110.99	0.00		
		23000753	07/05/23	POLICE INTERNET	Open	159.59	0.00		
		23000774	07/14/23	INTERNET	Open	168.08	0.00		
		23000782	07/12/23	INTERNET	Open	22.30	0.00		
		23000864	07/27/23	INTERNET	Open	<u>110.99</u>	0.00		
						571.95			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type	
VERIZ050 VERIZON WIRELESS										
		23000705	06/23/23	POLICE WIRELESS SERVICE	Open	93.14	0.00			
		23000808	07/19/23	POLICE WIRELESS SERVICE	Open	600.15	0.00			
		23000833	07/19/23	POLICE WIRELESS SERVICE	Open	2,045.28	0.00			
		23000841	07/23/23	POLICE WIRELESS SERVICE	Open	<u>122.69</u>	0.00			
						2,861.26				
VOLPE005 VOLPE ENTERPRISES										
		23000716	07/07/23	ZONING PERMIT REFUND	Open	50.00	0.00			
WEHRU010 WEHRUNG'S										
		23000715	06/28/23	MATERIALS	Open	31.78	0.00			
		23000866	07/31/23	MATERIALS	Open	<u>74.14</u>	0.00			
						105.92				
WILLI010 WILLIAM A. MAY										
		23000797	07/27/23	2023 MEDICAL REIMBURSEMENT	Open	1,195.53	0.00			
		23000819	07/26/23	JAN - JUNE 2023 CELL REIMB	Open	120.00	0.00			
		23000868	08/07/23	2023 MEDICAL REIMBURSEMENT	Open	<u>366.60</u>	0.00			
						1,682.13				
WILLO30 WILLIAM BLACK										
		23000817	07/26/23	JAN - JUNE 2023 CELL REIMB	Open	120.00	0.00			
WILLO010 WILLOW TREE & LANDSCAPE SERVIC										
		23000711	06/30/23	TREE REMOVAL	Open	2,950.00	0.00			
WITME010 WITMER PUBLIC SAFETY GROUP, INC										
		23000708	06/28/23	UNIFORM	Open	1,165.12	0.00			
		23000809	07/21/23	UNIFORM	Open	<u>549.10</u>	0.00			
						1,714.22				
NEWT0020 WORKPLACE CENTRAL										
		23000725	07/05/23	OFFICE SUPPLIES	Open	215.00	0.00			
ZACHA005 ZACHARY JENKINS										
		23000818	07/26/23	JAN - JUNE 2023 CELL REIMB	Open	120.00	0.00			
ZANES005 ZANE SNYDER										
		23000820	07/26/23	JAN - JUNE 2023 CELL REIMB	Open	120.00	0.00			
<hr/>										
Total Purchase Orders:		185	Total P.O. Line Items:		0	Total List Amount:		743,537.70	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: August 21, 2023

I MOVE THAT: The Board **approve / table** all items on the consent agenda, dated August 21, 2023, per the attachment.

Presented By: _____

Seconded By: _____

Consent Agenda Items for the Next Meeting (08/21/2023)

1. Prestige Property Partners, LLC has executed Escrow Release #10 (Final) for The Vineyard at Peace Valley for \$140,160.00, leaving \$0.00 remaining.
2. Paul and Molly Thomas have executed a Stormwater Facilities Operation and Maintenance Agreement for 862 Myers Road, TMP #26-003-085-003, with a Stormwater BMP maintenance fee of \$431.40.
3. Michael Thevar has executed a Stormwater Facilities Operation and Maintenance Agreement for 308 Dorothy Lane, TMP #26-001-125-013, with a Stormwater BMP maintenance fee of \$462.28.
4. Anthony & Amy Mozzone have executed a Stormwater Facilities Operation and Maintenance Agreement for 224 Cornwall Drive, TMP #26-001-125-013, with a Stormwater BMP maintenance fee of \$345.50.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

July 26, 2023

File No. 07-01039-01

Dave Conroy, Director of Planning and Zoning
New Britain Township
207 Park Avenue
Chalfont, PA 18914

Reference: Prestige Property Partners, LLC, The Vineyard at Peace Valley
Escrow Release 10 (FINAL)

Dear Dave:

In response to the Applicant's request for an escrow release of the remaining financial security associated with the above referenced project, we have completed our field observation and have prepared a final Certificate of Completion No. 10, which is attached.

We recommend the Board of Supervisors consider formally accepting the required site improvements and the release of all funds as delineated on the attached breakdown and which equal One Hundred Forty Thousand One Hundred Sixty Dollars and Zero Cents (**\$140,160.00**). The dedicated improvements associated with the project have been completed for more than 18 months, therefore, we recommend that the maintenance period be waived.

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

Sincerely,

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

JM/tw

Enclosures: As Referenced

cc: Mike Walsh, Assistant Township Manager
John Bates, Financial Director
Ryan Cressman, Public Works Superintendent
Sean Gresh, Esq./Jeffrey P. Garton, Esq., Township Solicitor
James D'Angelo, Prestige Partners LLC
Craig D. Kennard, P.E., E.V.P., Gilmore & Associates, Inc.



**CERTIFICATE OF COMPLETION #10 - FINAL
THE VINEYARD AT PEACE VALLEY
NEW BRITAIN TOWNSHIP**

Original Financial Security:	\$ 807,057.50 (Total Construction)
	\$ 80,705.75 (Total Contingency)
	\$ 40,352.88 (Total Eng/Insp/Legal)
	\$ 928,116.13 (Total Escrow Posted)

We, the undersigned, hereby certify that the work provided for a certain Agreement between the New Britain Township and Prestige Property Partners, LLC relative to the construction and installation of certain improvements to the Vineyard at Peace Valley Development have been completed to the extent of One Hundred Forty Thousand One Hundred Sixty Dollars and Zero Cents (**\$140,160.00**). This certificate authorizes the Tri-Party Escrow be reduced to the extent of **\$140,160.00** held by Meridian Bank.

This draft is drawn upon the above stated security account and no other account which may be applicable to this project or in which Prestige Property Partners, LLC may have an interest. It is payable in an amount not to exceed \$140,160.00 to Prestige Property Partners, LLC or such other persons or parties as they shall designate.

ESCROW SUMMARY

Total Financial Security:	\$ 928,116.13
Amount of Previous Releases:	\$ 787,956.13
Amount of this Request:	\$ 140,160.00
Amount of Construction Available:	\$ 0.00
Total Escrow Remaining:	\$ 0.00

NEW BRITAIN TOWNSHIP ENGINEER:

Janene Marchand 07/26/23
Janene Marchand, P.E. Date
Gilmore & Associates, Inc.
Township Engineers

DESIGNATED DRAFT RECIPIENT:

Name (print) James D'Angelo
Title Member
Signature [Signature]

NEW BRITAIN TOWNSHIP:

David Conroy, Director of Planning and Zoning



ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: The Vineyard at Peace Valley	TOTAL CONSTRUCTION: \$ 807,057.50	AMOUNT OF WORK IN PLACE THIS PERIOD: \$ 79,200.00
PROJECT NO.: 07-01039-01	TOTAL CONSTRUCTION CONTINGENCY: \$ 80,705.75	TOTAL RET/CONT/ENG RELEASED THIS REQUEST: \$ 60,960.00
PROJECT OWNER: Prestige Partners, LLC	TOTAL ENG/INSP/LEGAL: \$ 40,352.88	AMOUNT OF THIS RELEASE: \$ 140,160.00
	TOTAL ESCROW POSTED: \$ 928,116.13	
MUNICIPALITY: New Britain Township, Bucks County, PA	RELEASE NO.: 10	TOTAL ESCROW RELEASED TO DATE: \$ 928,116.13
ESCROW AGENT: Meridian Bank	RELEASE DATE: July 26, 2023	TOTAL ESCROW REMAINING: \$ -
TYPE OF SECURITY: Tri-Party Escrow		TOTAL CONSTRUCTION CONTINGENCY: \$ -
AGREEMENT DATE: October 3, 2017		TOTAL ENG/INSP/LEGAL: \$ -
		TOTAL RETAINAGE TO DATE: \$ -
		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$ -

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		REQUEST
					TOTAL		TOTAL		TOTAL		
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
A. <u>EROSION & SEDIMENT CONTROL</u>											
1.	Erosion Control Matting	SY	8984	\$2.00			8984	\$17,968.00			
2.	Tree Protective Fence Enclosure	LS	1	\$5,000.00	\$5,000.00		1	\$5,000.00			
3.	30" Filter Fence / 12" Silt Sock	LF	2110	\$5.00	\$10,550.00		2110	\$10,550.00			
4.	12" Silt Sock, as needed	LF	1550	\$5.00	\$7,750.00		1550	\$7,750.00			
5.	Construction Entrance	EA	3	\$2,000.00	\$6,000.00		3	\$6,000.00			
6.	Filter Bag	EA	1	\$500.00	\$500.00		1	\$500.00			
7.	Temporary Seeding	LS	1	\$7,500.00	\$7,500.00		1	\$7,500.00			
8.	E&S Maintenance & Removal	LS	1	\$2,000.00	\$2,000.00		1	\$2,000.00			
B. <u>STORMWATER MANAGEMENT</u>											
1.	Standard M & C Inlets	EA	7	\$1,750.00	\$12,250.00		7	\$12,250.00			
2.	Endwalls	EA	9	\$2,000.00	\$18,000.00		9	\$18,000.00			
3.	Outlet Structures	EA	4	\$2,500.00	\$10,000.00		4	\$10,000.00			
4.	Infiltration Basin 1	CY	3950	\$10.00	\$39,500.00		3950	\$39,500.00			
5.	Infiltration Basin 2	CY	3540	\$10.00	\$35,400.00		3540	\$35,400.00			
6.	Infiltration Basin 3	CY	1930	\$10.00	\$19,300.00		1930	\$19,300.00			
7.	Infiltration Basin 4	CY	3210	\$10.00	\$32,100.00		3210	\$32,100.00			
8.	Yard Drain	EA	4	\$1,000.00	\$4,000.00		4	\$4,000.00			
9.	6" Basin Underdrain	LF	1230	\$20.00	\$24,600.00		1230	\$24,600.00			
10.	18" HDPE	LF	391	\$45.00	\$17,595.00		391	\$17,595.00			
11.	18" RCP	LF	600	\$85.00	\$51,000.00		600	\$51,000.00			
12.	18" RCP - Class III O-Ring	LF	193	\$90.00	\$17,370.00		193	\$17,370.00			
13.	24" RCP - Class III O-Ring	LF	60	\$100.00	\$6,000.00		60	\$6,000.00			
14.	14"x23" Elliptical RCP + Pavement Restoration	LF	35	\$100.00	\$3,500.00		35	\$3,500.00			
15.	Riprap with Filter Fabric (Spillways)	SY	400	\$25.00	\$10,000.00		400	\$10,000.00			
16.	Rock Outfall Apron	EA	8	\$1,600.00	\$12,800.00		8	\$12,800.00			
17.	Anti-Seep Collars	EA	8	\$500.00	\$4,000.00		8	\$4,000.00			
18.	Driveway Culverts (15" HDPE)	EA	12	\$900.00	\$10,800.00	2	\$1,800.00	12	\$10,800.00		
C. <u>PAVING & ROADWAY CONSTRUCTION</u>											
1.	Widening - Excavation/Rough Grade	SY	1505	\$6.00	\$9,030.00			1505	\$9,030.00		
2.	Widening - 6" 3A Modified Stone Subbase	SY	675	\$7.00	\$4,725.00			675	\$4,725.00		
3.	Widening - 2" Superpave Binder Course	SY	675	\$12.00	\$8,100.00			675	\$8,100.00		
4.	Upper Church - 0.75" Scratch Course	SY	1240	\$4.50	\$5,580.00			1240	\$5,580.00		
5.	Upper Church - 1.5" Superpave Wearing Course	SY	1240	\$10.00	\$12,400.00			1240	\$12,400.00		
6.	Upper Church - Swale	SY	620	\$20.00	\$12,400.00			620	\$12,400.00		
7.	Old Limekiln - 1.5" Superpave Wearing Course	SY	12000	\$10.00	\$120,000.00	6000	\$60,000.00	12000	\$120,000.00		
8.	Old Limekiln Cold In Place Recycling/Reclamation (Upper Stur	LS	1	\$63,400.00	\$63,400.00			1	\$63,400.00		
9.	Clean and Tack	SY	7915	\$0.30	\$2,374.50	6000	\$1,800.00	7915	\$2,374.50		
10.	Joint Seal	LF	100	\$1.00	\$100.00	100	\$100.00	100	\$100.00		

ESCROW STATUS REPORT



SUMMARY OF ESCROW ACCOUNT

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PROJECT OWNER: Prestige Partners, LLC	TOTAL ENG/INSP/LEGAL: \$ 40,352.88	AMOUNT OF THIS RELEASE: \$ 140,160.00
MUNICIPALITY: New Britain Township, Bucks County, PA	TOTAL ESCROW POSTED: \$ 928,116.13	TOTAL ESCROW RELEASED TO DATE: \$ 928,116.13
ESCROW AGENT: Meridian Bank	RELEASE NO.: 10	TOTAL ESCROW REMAINING: \$ -
TYPE OF SECURITY: Tri-Party Escrow	RELEASE DATE: July 26, 2023	TOTAL CONSTRUCTION CONTINGENCY: \$ -
AGREEMENT DATE: October 3, 2017		TOTAL ENG/INSP/LEGAL: \$ -
		TOTAL RETAINAGE TO DATE: \$ -
		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$ -

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		REQUEST
CONSTRUCTION ITEMS					UNIT	TOTAL	TOTAL		TOTAL		QUANTITY
	UNITS	QUANTITY	PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
D.	<u>EARTHWORK</u>										
1.	AC	2.1	\$2,000.00	\$4,200.00			2	\$4,200.00			
2.	LF	274	\$20.00	\$5,480.00			274	\$5,480.00			
3.	LF	358	\$20.00	\$7,160.00			358	\$7,160.00			
4.	SY	1900	\$10.00	\$19,000.00			1900	\$19,000.00			
E.	<u>LANDSCAPING</u>										
1.	EA	112	\$400.00	\$44,800.00	10	\$4,000.00	112	\$44,800.00			
2.	EA	11	\$300.00	\$3,300.00			11	\$3,300.00			
3.	EA	131	\$300.00	\$39,300.00			131	\$39,300.00			
4.	EA	425	\$35.00	\$14,875.00			425	\$14,875.00			
5.	LS	1	\$10,000.00	\$10,000.00	0.6	\$6,000.00	1.0	\$10,000.00			
F.	<u>MISCELLANEOUS</u>										
1.	LS	1	\$5,000.00	\$5,000.00	0.6	\$3,000.00	1.0	\$5,000.00			
2.	EA	1	\$10,000.00	\$10,000.00			1	\$10,000.00			
3.	EA	180	\$75.00	\$13,500.00			180	\$13,500.00			
4.	EA	29	\$150.00	\$4,350.00			29	\$4,350.00			
5.	LS	1	\$2,500.00	\$2,500.00	1	\$2,500.00	1	\$2,500.00			

RECEIVED
2023 JUN 16 A 11:00
BUCKS COUNTY
RECORDER OF DEEDS

THIS AGREEMENT, made and entered into this 14 day of JUNE, A.D., 2023, by **PAUL AND MOLLY THOMAS**, adult individuals, having a mailing address of 862 Myers Rd, Chalfont, PA 18914 (hereinafter referred to as "**Landowner**"), and **NEW BRITAIN TOWNSHIP**, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the "**Township**").

WITNESSETH

WHEREAS, Landowner is the owner of certain premises in the Township of New Britain, Bucks County, Pennsylvania, consisting of one parcel, totaling approximately 10.33 acres, located at 862 Myers Rd, Chalfont, Pennsylvania, also known as Bucks County Tax Parcel No. 26-003-085-003 (hereinafter referred to as the "**Property**"); and

WHEREAS, Landowner submitted a permit plan set for Molly & Paul Thomas, prepared by Andersen Engineering Associates, Inc., consisting of seven (7) sheets, dated August 2, 2021, last revised April 13, 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 Four Hundred Thirty One Dollars and Forty Cents (\$431.40) 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, PAUL AND MOLLY THOMAS, 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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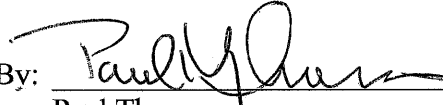
**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
PAUL THOMAS AND MOLLY THOMAS
(Signatures)**

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:



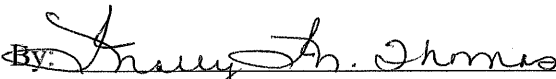
Witness

By: 

Paul Thomas



Witness

By: 

Molly Thomas

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
PAUL THOMAS AND MOLLY THOMAS
(Acknowledgments)**

BY LANDOWNER

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF Bucks :

On this 15 day of June, 2023, before me a Notary Public, personally appeared **PAUL THOMAS AND MOLLY THOMAS**, 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.

Commonwealth of Pennsylvania - Notary Seal Kathleen Roberts, Notary Public Bucks County My commission expires May 31, 2025 Commission number 1138915
--

Member, Pennsylvania Association of Notaries

Kathleen Roberts (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 **MICHAEL THEVAR**, an adult individual residing at 308 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(s), totaling approximately 2.09 acres, located at 308 Dorothy Ln, Chalfont, Pennsylvania, also known as Bucks County Tax Parcel No. 26-001-125-013 (hereinafter referred to as the "**Property**"); and

WHEREAS, Landowner submitted a Permit Plan for the Property pursuant to plans prepared by Holmes Cunningham, LLC, consisting of one (1) sheets, dated July 14, 2022, last revised June 30, 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 Four Hundred Sixty Two Dollars and Twenty-Eight Cents (\$462.28) 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, Michael Thevar, 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.

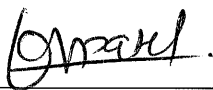
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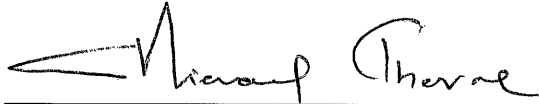
**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
Michael Thevar
(Signatures)**

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:

MICHAEL THEVAR


Witness

By: 
Name: Michael Thevar

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

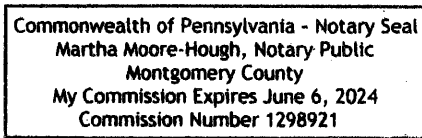
**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
Michael Thevar
(Acknowledgments)**

BY LANDOWNER

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

On this 2nd day of August, 2023, before me a Notary Public, personally appeared **MICHAEL THEVAR**, an adult individual, who executed the foregoing instrument for the purposes therein.

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



mpush (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 29 day of July, A.D., 2023, by ***ANTHONY & AMY MOZZONE***, adult individuals residing at 224 Cornwall Dr, 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(s), totaling approximately 0.34 acres, located at 224 Cornwall Dr, Chalfont, Pennsylvania, also known as Bucks County Tax Parcel No. 26-001-125-013 (hereinafter referred to as the "***Property***"); and

WHEREAS, Landowner submitted a permit plan for the Property pursuant to plans titled "Pool Permit Plan" prepared by Bux-Mont Surveying Services, LLC, consisting of one (1) sheets, dated June 5, 2023, last revised July 5, 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 Three Hundred Forty Five Dollars and Fifty Cents (**\$345.50**) to provide financial guarantees for the timely and proper installation, construction, inspection, operation, performance, maintenance, repair, and replacement of the Facilities (hereinafter referred to as the "**Fee**"). Furthermore, Landowner shall pay any costs and expenses incurred by the Township regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities and any costs and expenses Township incurred by performing any work of any nature on the Facilities, due to Landowner's failure to perform such work.

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Any other provisions of this Agreement notwithstanding, Township agrees that the liability of the original Landowners, Anthony & Amy Mozzone, 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
Anthony & Amy Mozzone
(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:

ANTHONY MOZZONE & AMY MOZZONE

Joseph Molesti
Witness

By: [Signature]
Name: Anthony Mozzone

Joseph Molesti
Witness

By: [Signature]
Name: Amy Mozzone

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

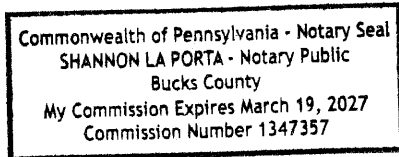
**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
Anthony & Amy Mozzone
(Acknowledgments)**

BY LANDOWNER

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF Bucks :

On this 29 day of July, 2023, before me a Notary Public, personally appeared **ANTHONY & AMY MOZZONE**, adult individuals, who executed the foregoing instrument for the purposes therein.

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



Shannon La Porta (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)



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

BOARD MOTION

Date: August 21, 2023

I MOVE THAT: The Board **approve / table** the Planning Module for 396 King Road, per the attachment.

Presented By: _____

Seconded By: _____



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

March 7, 2023

File No. 22-05077

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

Reference: 396 King Road, "The Estates at Hill Top" Planning Module Review 1
Joe Casadonti, T.M.P. #26-004-030

Dear Matt:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the PADEP Planning Module Component 1 submission including a Site Investigation and Percolation Test Report for On-Lot Disposal of Sewage and Act 537 Plan Sheet 1 of 1 for the above-referenced project. Component 1 Planning Modules are for Exceptions to the Requirement to Revise the Official Plan for smaller scale land development projects, i.e. 10 or less lots. The Applicant proposes 5 new dwelling lots each with both primary and backup sewage disposal systems to be conventional elevated sand mounds. A backup system is also provided for the existing lot, proposed Lot 4. Upon review, we offer the following comments for consideration:

1. We recommend that the Completeness Checklist be completed, and the Zoning Officer and Township Manager (as authorized official of the Planning Agency or New Britain Township) sign Section J. Planning Agency Review.
2. The municipality must review and act upon a complete Component 1 within 60 days of receipt unless the Applicant agrees to another date in writing. While the Township does not officially adopt the component as a revision to their Official Act 537 Plan by resolution, the Board of Supervisors must still formally approve the component. We recommend the Planning Module be added to the Board of Supervisors Agenda when preliminary and/or final approval is being considered for the land development assuming it's within the 60 days of receipt of the module. Once approved, we recommend the Chairman of the Board of Supervisors print his name, sign and date Section K regarding Municipal Action denoting the Township finds the Planning Module to be acceptable.

Once the above comments are addressed to the Township's satisfaction, we recommend the completed Component 1 including the Soil Investigation Reports and Plot Plan be submitted to DEP for review. 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.
Gilmore & Associates, Inc.
Township Engineers

JM

Attachments: Component 1, Site Investigation Report, PNDI, Act 537 Plan (Site Plan)

cc: Michael Walsh, Assistant Manager
Dave Conroy, Director of Planning and Zoning
Ryan Gehman, Assistant Planning and Zoning Officer
Randy Teschner, Code Enforcement/Fire Marshal
Sean Gresh/Jeffrey P. Garton, Township Solicitors
Joe Casadonti, Applicant
Amanda Daniels, SEO, County of Bucks Department of Health
Tara Bernard, VW Consultants, LLC
Robert T. Cunningham, P.E., Holmes Cunningham, LLC
Craig D. Kennard, P.E., E.V.P., Gilmore & Associates, Inc.



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

BOARD MOTION

Date: August 21, 2023

I MOVE THAT: The Board **approve / table** closing all Township offices on September 1, 2023.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: August 21, 2023

I MOVE THAT: The Board **approve / table** New Britain D/C Limited Partnership's request to release Site Improvement Bonds, per the attachment.

Presented By: _____

Seconded By: _____



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

August 15, 2023

File No. 21-12024

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

Reference: New Britain Corporate Center – Lot 4
Release of Site Improvement Bond No. 82203762

Dear Mike:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the Developer's request to release the Site Improvement Bond for the above-referenced project. As background, all public improvements associated with Lot 4 development were completed, inspected, and approved as part of the original subdivision and land development of Lots 1, 2, 3 and 4. In addition, Lot 4 on-lot improvements have also been substantially completed, inspected and approved.

Therefore, we recommend the Board of Supervisors approve the release of Bond No. 82203762 in the amount of \$300,000 to New Britain D/C Limited Partnership. Please note that any additional on-lot improvements or modifications associated with future land development on Lot 4 will be required to meet the Township's and MPC's financial security requirements at the time of plan recording.

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

Sincerely,

A handwritten signature in black ink that reads "Craig D. Kennard".

Craig D. Kennard, P.E., E.V.P.
Gilmore & Associates, Inc.
Township Engineers

CDK

Enclosure

cc: Dave Conroy, Director of Planning & Zoning Officer
Keith Hontz, V.P. Equus Capital Partners, Ltd.
Matthew Campbell, Petrucci Company, Inc.
Sean Gresh/Jeffrey P. Garton, Esq., Township Solicitors
Janene Marchand, P.E., Gilmore & Associates, Inc.

**NEW BRITAIN D/C LIMITED PARTNERSHIP
NEW BRITAIN LAND LIMITED PARTNERSHIP**
3843 WEST CHESTER PIKE
NEWTOWN SQUARE, PA 19073

July 26, 2023

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

RE: New Britain Corporate Center--Release of Site Improvement Bonds # 82056026 & 82203762

Dear Mr. Walsh,

On behalf of New Britain D/C Limited Partnership and New Britain Land Limited Partnership ("Developer") I am writing to request the release of Bond No. 82056026 issued on behalf of New Britain Land Limited Partnership (\$200,000 Site Improvement Bond for Traffic Signal at Schoolhouse Road and Manor Drive) and Bond No. 82203762 (Lot 4 – Site Improvement Bond) that was posted under Development Agreement with New Britain D/C Limited Partnership dated February 7, 2006 with modifications dated October 24, 2006 and August 24, 2009 at the next Board of Supervisors meeting scheduled for August 21, 2023.

Developer is formally requested release of the foregoing Bonds now that the Board of Supervisors, at the meeting on July 17, 2023, approved the posting of replacement Bond No. 107473826 in the amount of \$450,000 and developer's agreements by Triple Net Investments LXXXV, LLC, the current developer of the parcels in question for the obligations secured by the foregoing Bonds.

Developer requests that you evaluate this request as soon as possible and provide a formal notice of release form that we can forward to our surety.

Please contact me at 610-355-3215 should you have any questions.

Sincerely,

New Britain D/C Limited Partnership

By: Bergen of New Britain D/C, LLC, its general partner

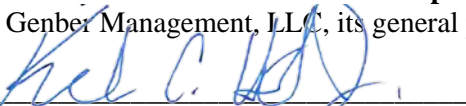
By: 

Name: Keith A. Hontz, Jr.

Title: Vice President

New Britain Land Limited Partnership

By: Genber Management, LLC, its general partner

By: 

Name: Keith A. Hontz, Jr.

Title: Vice President

Cc: David Conroy, Director of Planning & Zoning



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

BOARD MOTION

Date: August 21, 2023

I MOVE THAT: The Board **approve / table** a Waiver of Land Development for 1500 Manor Drive, per the attachments, and conditioned upon the Township Engineer reviewing the plans for Stormwater compliance.

Presented By: _____

Seconded By: _____



MEMO

TO: Michael Walsh, Interim Township Manager
FROM: David Conroy, Director of Planning and Zoning/Zoning Officer
DATE: August 15, 2023
RE: 1500 Manor Drive, Waiver of Land Development Review

This Waiver of Land Development application involves the replacement of an existing patio with a new one in and about the same location. The total square footage of the patio will be 1,674 square feet. The impervious surface coverage ratio is increasing by 0.23%, from 54.54% to 54.77%, where the maximum coverage ratio allowed is 60%.

From a zoning perspective, all Zoning Ordinance regulations have been met and I recommend approval of this Waiver of Land Development request.

June 9, 2023

VIA ELECTRONIC AND REGULAR MAIL

David Conroy
Director of Planning and Zoning
New Britain Township
207 Park Avenue
Chalfont PA 18914

RECEIVED
JUN 12 2023

**Re: Madison New Britain Apartments
1500 Manor Drive, Chalfont, PA
Waiver of Land Development**

Dear Mr. Conroy:

We represent New Britain Multi-Family Development, L.P. the owner of the Madison New Britain Apartments located at the above-referenced address. In connection with upgrades to the existing clubhouse grill area, we submit this Land Development Waiver Request.

As you will note from the attached set of plans, this project involves the replacement of an existing patio with a new one in and about the same location. Even though the new patio has a larger footprint, the impervious surface coverage ratio is increasing by only 0.23%. We also will be installing on the new patio two new outdoor grills for tenant use (set in brick and stone veneer with countertops) which will replace two existing gas grills. We also propose to install in the new patio area a fire table which will replace the existing outdoor fireplace in the adjacent pool area. Finally, as part of the upgrade to this area, we will be adding a considerable amount of landscaping around that new patio area.

We believe this project qualifies for, and we hereby request, a waiver from the land development process for the following reasons. First, we are not improving or expanding any existing buildings, as land development is defined in the Township SALDO. Second, in all respects the improvements at issue are replacing existing improvements and facilities of the same kind. Third, no new uses are being introduced and all areas are being used solely for our tenants, as the current facilities do as well.

June 9, 2023
Page 2

Finally, none of the replacement work which comprises this project implicates the governmental concerns which typically underlie the need for land development approval such as sanitary sewers, public water, roadways, storm water management, and parking.¹

Certainly, all building and other permits that may otherwise be required for this project will be obtained in accordance with Township Ordinances; however, given the limited nature of the improvements, the fact that we are merely replacing and upgrading the existing improvements, and the absence of any substantial public impact such as the Township's SALDO is intended to address, we respectfully request that the Township grant our request for a waiver of the land development process and allow us to proceed with the project after obtaining all required permits in compliance with Township Ordinances.

Very truly yours,



Timothy J. Duffy

TJD/sa
Enclosure

cc: New Britain Multi-Family Development, L.P. (via email)
Jeffrey Garton, Esquire (via email)

¹ The Pennsylvania Supreme Court has acknowledged the limited, rather than expansive applicability of the term "land development" in a long line of cases including *Borough of Moosic v. Zoning Hearing Board of Moosic*, 11 A.3d 564 (Pa. Cmwlth. 2010) (the construction of a roof over a previously approved and constructed patio at a restaurant does not constitute land development because such work "would not increase parking, storm sewer needs, or sewer or water use" which are the focus and purposes of a land development ordinance); *TuWay Tower Co. v. Zoning Hearing Board of the Township of Salisbury*, 688 A.2d 744 (Pa. Cmwlth, 1997) (the proposed extension or building of new telecommunications towers do not qualify as land development); *Marshall Township Board of Supervisors v. Marshall Township Zoning Hearing Board*, 717 A.2d 1 (Pa. Cmwlth. 1998) (replacement of "an existing light pole located on a parking lot with a larger light pole and antenna and to construct five equipment cabinets at the base of the pole," did not meet the definition of land development)(quoting, *Upper Southampton Township, supra.*, 594 Pa. at 70, 934 A.2d at 1169).



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

BOARD MOTION

Date: August 21, 2023

I MOVE THAT: The Board **approve / table** hiring Pyrotechnico for the 300th Anniversary Fireworks Celebration, per the attachments and conditioned upon Pyrotechnico providing a certificate of insurance acceptable to the Township Solicitor.

Presented By: _____

Seconded By: _____



PYROTECNICOTM
VITALE FAMILY FIREWORKS * 1889

New Britain Twp
Chalfont, PA
September 23 2023



AMPLIFYING EXCITEMENT | SINCE 1889

800.854.4705 • WWW.PYROTECNICO.COM



OUR CORE VALUES



We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

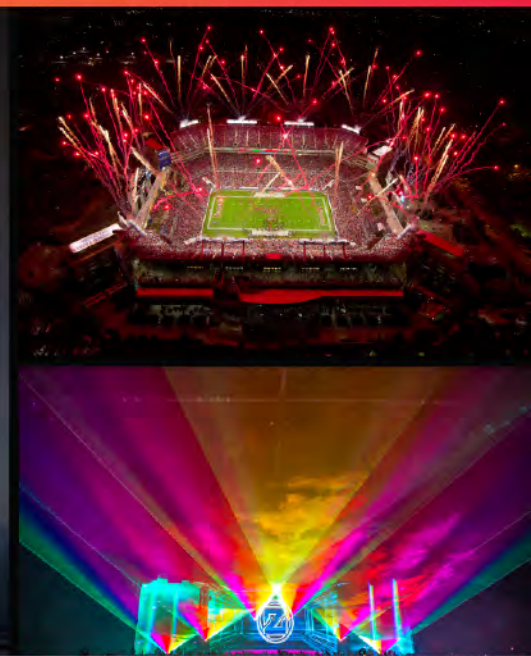
WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.





YOUR EVENT TEAM



Stephen Vitale - President & CEO - svitale@pyrotecnico.com

As the President and CEO of Pyrotecnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

Chris Mele - Chief Operations Officer - cmele@pyrotecnico.com

With 22 years of experience, Chris oversees the day to day operations and communications, while managing all of the distribution points and facilities in Pyrotecnico's nationwide network.

Rocco Vitale - Creative Director & Show Designer - rvitale@pyrotecnico.com

Rocco designs all shows and creative aspects of productions. Rocco has been in the business for 15 years.

Mark DeVincentis - Chief Financial Officer - mdevincentis@pyrotecnico.com

Mark oversees Pyrotecnico's finance department, and handles Pyrotecnico's daily finances, insurance, and billing.

Chris Liberatore - Vice President Sales - cliberatore@pyrotecnico.com

Chris supervises the servicing of client accounts, ensuring that you are completely satisfied with our service and your crowd will experience the best show they have ever seen.

Ken Furstoss - Show Producer - kfurstoss@pyrotecnico.com

Ken services client accounts, making sure that all aspects of your program are completed in a timely manner.

Raquel Flowers - Sales Assistant - rflowers@pyrotecnico.com

Raquel aids Justin in obtaining all permits necessary for your event and making sure every detail of the preparation process has been addressed.



PROPOSAL



Client: New Britain Township

Event Date: September 23, 2023

Rain Date: TBD

Prepared for: Bob Showalter

Contract Terms:

50% Upon Signing Contract Net 10 Days

This Presentation Includes:

- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products





Opening Presentation

The Opening Presentation will start your display off “with a bang.” A “mini-finale” will excite the crowd and get them energized for a great show.

- 1. Quick Thunder Barrage
- 36 2-inch Assorted Color Changing Star Shells

36 Total Opening Shells 1. Quick Thunder Barrage

Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

180 2-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five or Ten Shells per Flight

210 3-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five or Ten Shells per Flight

180 4-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five or Ten Shells per Flight

570 Total Body Shells

Special Effect Barrages

Special Effect Barrages will enhance your display in ways you haven't seen before. The innovative firings and creative effects matched with imaginative color combinations will give your audience a one-of-a-kind presentation. Wave Willows, Red & Green Falling Leaves, Silver Whirl with Green Glittering Mines, and Lemon & Purple "X" Crossettes are just some of the effects that have brought crowds to their feet with their jaws dropping in amazement.

Barrages

Total Barrage

Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

- 1. Quick Thunder Barrage
- 160 3-inch Assorted Color Star Shells
- 80 3-inch Titanium Salutes

240 Total Shells 1. Quick Thunder Barrage



DETAILS

\$13,000.00 Electronic Fireworks Production. 16-17 min
\$ Fire Department Permit Fee Additional

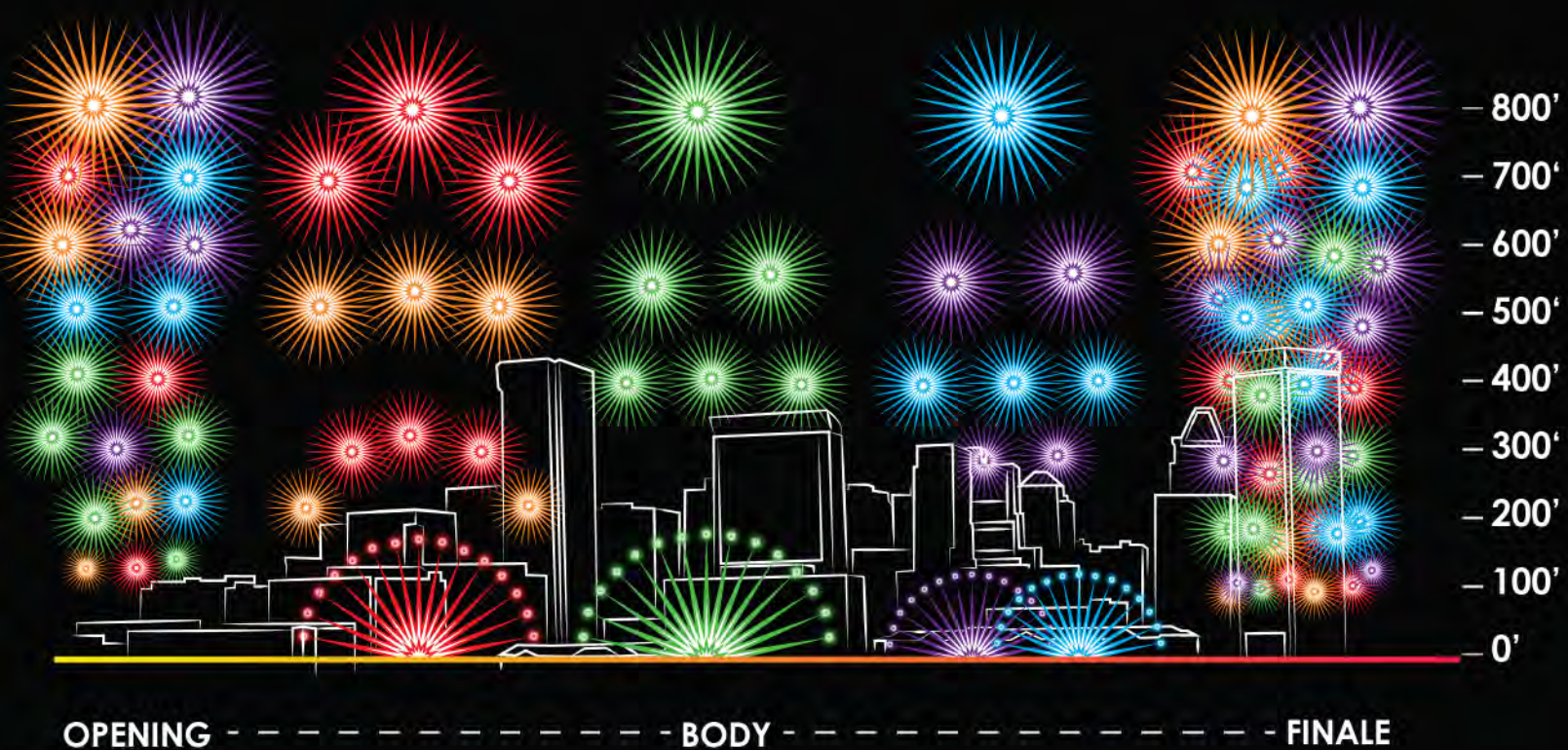
\$13,000.00 Grand Total

GRAND TOTAL

\$13,000.00



We take pride in our ability to “layer” the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



*Maximum shell heights will vary for each individual display.
•On average, shells will reach 100' of elevation for every inch in shell diameter.
(Example: 2" shells will reach approximately 200' in elevation.)



AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.



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THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organization, and will always strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Ken Furstoss | Show Producer
856. 697. 1023 (Office)
724. 510. 6221 (Cell)



800.854.4705 • WWW.PYROTECNICO.COM



PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement (“Agreement”) entered into this on **August 7, 2023** by and between PYROTECNICO FIREWORKS, INC. (“Pyrotecnico”) and **New Britain Township, PA** (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services (“Fireworks Display”), including the services of Pyrotecnico’s on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on **September 23, 2023** (the “Display Date”), weather permitting.

Customer agrees to pay Pyrotecnico the sum of **\$13,000.00** (the “Contract Price”). Pyrotecnico will invoice CUSTOMER a deposit of **\$6,500.00** is due **September 1, 2023** and the final balance shall be due **Net 10** from the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney’s fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico’s truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$1,050.00** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico’s truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$2,800.00** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to **\$6,500.00**.

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **400 FEET** at all points from the discharge area; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as “Fireworks by Pyrotecnico” in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys’ fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

PYROTECNICO :

By (sign): _____
Name: _____
Title: _____
Date: _____
Address: PO Box 149
New Castle PA 16103
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

CUSTOMER:

By (sign)_: _____
Name: _____
Title: _____
Date: _____
Address: _____
Phone: _____
Email: : _____



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Customer Name (Entity Contracting Pyrotecnico): _____

Primary Point of Contact Name: _____

Phone: _____ Fax: _____

Email: _____

Billing Address: _____

City, State & Zip: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Date(s) of Show: _____ Display Start Time(s): _____

Rain/Postponed Date(s): _____

Day-of-Show Contact Name: _____

Day-of-Show Mobile Phone Number: _____

Day-of-Show Email: _____

Display Site Location(s) and
Address(es): _____

If Pyrotecnico has produced a show at this site, has the geography changed (i.e. new structures, new terrain, etc.)? If yes, please describe:

Additionally Insured – If Applicable:

**Coverage Conditions and Recommended Insurance Requirements
for Member-Sponsored Fireworks Displays**

DVPLT Coverage Conditions:

1. The fireworks display itself shall be conducted by an independent contractor engaged by the Member in accordance with a contract, which contract shall contain an indemnification/hold harmless clause protecting the Member from any liability arising from the fireworks display;
2. The independent contractor will also be required to provide evidence of insurance coverage for any and all claims arising out of the fireworks display, which coverage shall name the Member as an additional insured;
3. Township or Borough fire department personnel shall be present throughout the fireworks display; and
4. The fireworks display must be conducted in accordance with all applicable statutes, ordinances, and regulations.

Recommended Insurance Requirements for Fireworks Shooters:

Note: As with any contract language, our suggested wording below should be reviewed by counsel prior to incorporation into any contract.

1 - General Insurance Requirements

1.1 - The Fireworks Shooter shall not commence operations until the Shooter has obtained at the Shooter's own expense all of the insurance as required hereunder and such insurance has been approved by the Township of New Britain (the Township); nor shall the Shooter allow any contractor, subcontractor, affiliate or related organization to commence operations on Township premises until all insurance required of the Shooter has been so obtained and approved by Township. Approval of insurance required of the Shooter will be granted only after submission to the Township of original certificates of insurance signed by authorized representatives of the insurers or, at the Township's request, certified copies of the required insurance policies.

1.2 - Insurance, as required hereunder, shall be in force during any operations conducted by the Shooter for or on behalf of the Township under this Contract, including before and after the fireworks display. Original certificates signed by authorized representatives of the insurers or, at the Township's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Township.

1.3 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until sixty (60) days prior written notice has been given to the Township.

1.4 - No acceptance and/or approval of any insurance by the Township shall be construed as relieving or excusing the Shooter from any liability or obligation imposed upon either or both of them by the provisions of this Contract.

1.5 - If the Shooter does not meet the insurance requirements of this Contract, the Shooter shall forward a written request to the Township for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Township denies the request, the Shooter must comply with the insurance requirements as specified in this Contract. If the Shooter does not meet the insurance

requirements of this Contract, the Shooter or the Shooter shall forward a written request to the Township for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Township denies the request, the Shooter must comply with the insurance requirements as specified in this Contract.

1.6 - All required insurance coverages must be underwritten by insurers allowed to do business in the Commonwealth of Pennsylvania and acceptable to the Township. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Township grants specific approval for an exception. The Township hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the State Workers' Insurance Fund of Pennsylvania.

1.7 - Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Shooter and are subject to the Township's written approval. Any deductible or retention amounts elected by the Shooter or imposed by the Shooter's insurer(s) shall be the sole responsibility of the Shooter.

1.8 - If the Township is damaged by the failure or neglect of the Shooter to purchase and maintain insurance as described and required herein, without so notifying the Township, then the Shooter shall bear all reasonable costs properly attributable thereto.

2 – Fireworks Shooter's Liability Insurance

2.1 - The Shooter shall purchase and maintain the following insurance coverages (occurrence basis preferred) for not less than the limits specified below or required by law, whichever is greater.

2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury;
- \$ 1,000,000 general aggregate; and
- \$ 1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. General aggregate limit applying on a per location or project basis (in lieu of this, a \$2,000,000 general aggregate limit is acceptable);
- ii. Liability arising from premises and operations;
- iii. Liability arising from the actions of independent contractors;
- iv. Liability arising from products and completed operations;
- v. Contractual liability including protection for the Fireworks Shooter from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- vi. Liability arising from the explosion, collapse, or underground (XCU) hazards.

2.1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto; and
- ii. Automobile contractual liability.

Delaware Valley Property and Liability Trust

8/17/2023

2.1.3 - Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 100,000 each accident for bodily injury by accident;
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

2.1.4 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- \$ 4,000,000 per occurrence;
- \$ 4,000,000 aggregate for other than products/completed operations and auto liability; and
- \$ 4,000,000 products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability.

2.1.5 - The Township of New Britain and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Shooter's commercial general liability insurance and umbrella excess or excess liability insurance policies with respect to liability arising out of or related to the Shooter's operations (including set-up and clean up) for or on behalf of the Township under this Contract.

Special Note: Commercial general liability policies endorsed with ISO form **CG 2026** entitled "Additional Insured – Designated Person or Organization" are acceptable. Furthermore, the schedule on the additional insured endorsement must properly reference the Township of New Britain **and its elected and appointed officials, officers, employees and authorized volunteers** as additional insureds. However, policies endorsed with **CG 2010** entitled "Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization", **CG 2011**, "Additional Insured – Managers or Lessors of Premises" and/or **CG 2037** entitled "Additional Insured - Owners, Lessees or Contractors – Completed Operations" shall **NOT** be acceptable.

2.1.6 - Insurance provided to the Township of New Britain and its elected and appointed officials, officers, employees and authorized volunteers under any Fireworks Shooter's liability insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Fireworks Shooter's liability insurance policies required herein.)

2.1.7 - Insurance provided to the Township of New Britain and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Township of New Britain Township and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with

insurance provided to the Township of New Britain and its elected and appointed officials, officers, officers, employees and authorized volunteers as specified herein.

2.2 - If any liability insurance purchased by the Fireworks Shooter has been issued on a "claims made" basis, the Fireworks Shooter must comply with the following additional conditions:

2.2.1 - The Fireworks Shooter shall agree to provide certificates of insurance evidencing such claims made coverages for a period of one year after final payment by the Township for Fireworks Shooter's services under this Contract. Such certificates shall evidence a retroactive date no later than the earlier of the date of this Contract or the commencement of Fireworks Shooter's services under this Contract; or

2.2.2 - The Fireworks Shooter shall purchase an extended (minimum one year) reporting period endorsement for each such "claims made" policy in force as of the date of final payment by the Township for Fireworks Shooter's services under this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the earlier of the date of this Contract or the commencement of Fireworks Shooter's services under this Contract.

Other Suggested Clauses:

Indemnification

To the fullest extent permitted by law, the Fireworks Shooter agrees to defend, indemnify, pay on behalf of, and save harmless the Township of New Britain, its elected and appointed officials, agents, employees, and authorized volunteers from and against any and all claims, liability, demands, suits, losses or expenses, including attorneys' fees, and all other costs connected therewith, arising out of or related to the Fireworks Shooter's operations (including set-up and clean up) for or on behalf of the Township under this Contract.

Waiver of Subrogation

To the fullest extent permitted by law, the Fireworks Shooter and its employees, officers, volunteers and agents waive any right of recovery against the Township and its elected and appointed officials, agents, employees, and authorized volunteers for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of or related to the Fireworks Shooter's operations (including set-up and clean up) for or on behalf of the Township under this Contract. The Fireworks Shooter shall advise its insurers of the foregoing.

Damage to Property of the Fireworks Shooter and its Invitees

The Fireworks Shooter and its employees, officers, volunteers, and agents shall be solely responsible for any loss or damage to property of the Fireworks Shooter or its invitees, employees, officials, volunteers, and agents while such property is within the Township of New Britain.

NEW BRITAIN TOWNSHIP'S 300TH ANNIVERSARY FIREWORKS CELEBRATION

**SATURDAY,
SEPTEMBER 23, 2023
GATES OPEN AT 7:00PM
SHOW STARTS AT DARK**

North Branch Park, 207 Park Avenue, Chalfont

Parking available at North Branch Park or shuttle service is available at Town Center Shopping Center, New Britain (courtesy of Doylestown DART).

For more information

WWW.NEWBRITAIN.TOWNSHIP.ORG

This Event is Sponsored by



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES
AN EMPLOYEE OWNED COMPANY



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

BOARD MOTION

Date: August 21, 2023

I MOVE THAT: The Board **approve / table** a Lenape Valley TNT Softball Tournament in October, per the attachment.

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisors, Assistant Township Manager Mike Walsh
FROM: Bill May, Parks, and Recreation Coordinator/ Foreman
DATE: October 10, 2023
RE: Lenape Valley/TNT Softball Tournament

The Lenape Valley Softball Organization has been a part of the New Britain Township Community for decades, providing instructional softball and fundamentals to the youths of New Britain Township. Lenape Valley Softball has developed its own in-house travel team named TNT. Lenape Valley/TNT would like to host a tournament at North Branch Park as a showcase for college scouts for the under 18 age group.

On Tuesday August 8, 2023, at the Parks and Recreation foreman requested, via email, an approval for Lenape Valley/TNT to host a two-day tournament at North Branch Park on the dates of October 21 and October 22, 2023, from 8:00 a.m. to 5:00 p.m. Fields 1, 2, and 3 will be used. Temporary home run fences are being installed by TNT on the eve of October 20 and will be removed by TNT at the conclusion of the tournament on October 22. The Parks and Recreation Board responded with a unanimous approval. Approximately 18 teams are expected to participate. Arrangements with Lenape Valley Softball Organization for the use of the three softball fields has been made and confirmed.

STAFF RECOMMENDATION:

Upon review the Park & Recreation Department only requires an application fee. The tournament will be like the one previously approved in June. There are no outside vendors scheduled at this tournament. TNT is making all arrangements with Allen services for extra bathrooms and additional cleaning to existing bathrooms on site. TNT is handling all expenses. No action is required from New Britain Township.

New Britain Township Staff and the Parks & Recreation Board recommend the Board of Supervisors authorize the use of North Branch Park on the dates of October 21, and October 22, 2023, from 8:00 a.m. to 5:00p.m. to the Lenape Valley/TNT Softball Organization for a tournament /college showcase.



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

BOARD MOTION

Date: August 21, 2023

I MOVE THAT: The Board **approve / table** the Amended Stipulation of Settlement for 100 Stewart Lane, per the attachments.

Presented By: _____

Seconded By: _____

M & N HOMES, L.P.,	:	
	:	
Appellant	:	COURT OF COMMON PLEAS
	:	OF BUCKS COUNTY, PENNSYLVANIA
	:	
v.	:	NO. 2000-5371-19-5
	:	
NEW BRITAIN TOWNSHIP	:	
ZONING HEARING BOARD	:	
and	:	
NEW BRITAIN TOWNSHIP,	:	
	:	
Appellee	:	

AMENDED STIPULATION OF SETTLEMENT

IT IS HEREBY STIPULATED, by and between Jeffrey P. Garton, Esquire, attorney for the Appellee, and Ameer S. Farrell, Esquire, attorney for the substitute Appellant, Core Property Group, LLC, as follows:

FACTS

1. On March 20, 2001, M & N Homes, L.P., and the New Britain Township Zoning Hearing Board and New Britain Township, by and through their attorneys, approved a Stipulation of Settlement to the zoning matter as captioned above. The Stipulation provided clear guidance with respect to the resolution of a zoning dispute between the parties.

2. On April 21, 2001, The Honorable Susan Devlin Scott, Judge of the Court of Common Pleas of Bucks County, approved the Stipulation of the parties. A true and correct copy of the Order entered by The Honorable Susan Devlin Scott is attached hereto as Exhibit "A" and incorporated herein by reference.

3. M & N Homes, L.P. thereafter developed the property and conveyed Condominium Units 1A, 1B, and 1C to Core Property Group, LLC ("Core Units") and Condominium Unit 2 to QT Kids, L.P. ("QT Unit").

2.4. Core Property Group, LLC operates a medical office / rehabilitation center from a portion of the Core Units, while the remainder is vacant. A Goddard School with up to 115 children operates from the QT Unit.

~~3. Core Property Group, LLC, succeeded to the interest of M & N Homes, L.P. by acquiring the property which was the subject of the Stipulation and Court Order.~~

4.5. The parties hereto are desirous of amending the Stipulation and seeking the approval of the Court to approve the Amended Stipulation.

5.6. The Amendment to be stipulated by the parties hereto and proposed to be approved by the Court is identified as Paragraphs 8, 11 (b), and 18 in the Stipulation which related to the allocation of space in the Lot 3 Building and the maximum number of children (115) who may occupy the day care use. The Lot 3 Building is identified on the attached Exhibit "B".

7. The parties hereto are desirous of amending the provisions of Paragraph 8 of the Stipulation so as to alter the allocation between the day care center and general/medical offices such that the allocation of the Building shall be modified such that the day care center shall measure 12,125 square feet and the general/medical offices shall measure 4,750 square feet.

6.8. The relief granted under Paragraph 18 of the Stipulation (which granted the relief requested under Paragraph 11 (b) and capped the number of children in the day care at 115) shall be amended to permit a maximum of 175 children in the day care use.

7.9. In all other respects, the Stipulation and Order are reaffirmed and ratified subject only to the modifications as set forth herein.

WHEREFORE, counsel for the substitute Appellant and Appellee respectfully request that the Court approve the terms of the settlement as set forth in the Amended Stipulation.

Amee S. Farrell, Esquire
Kaplin Stewart
Union Meeting Corporate Center
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA 19422

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

Dated: _____

EXHIBIT "A"

Handwritten initials or mark in the top right corner.

Handwritten signature or initials in the top right area.

M & N HOMES, L.P.

Appellant

v.

NEW BRITAIN TOWNSHIP
ZONING HEARING BOARD
and
NEW BRITAIN TOWNSHIP,

Appellee

COURT OF COMMON PLEAS
OF BUCKS COUNTY, PENNSYLVANIA

ZONING CASE
NO. 20005371-19-5

ORDER

AND NOW, this 2nd day of April 2001, upon consideration of the Stipulation of Settlement, approved by counsel for Appellant and Appellee, it is hereby ORDERED and DECREED that the terms of the Stipulation of Settlement are approved.

BY THE COURT:

Handwritten signature of Susan Devlin Scott, J. J.

N. B. It is your responsibility to notify all interested parties of the above action.

EXHIBIT “B”

M & N HOMES, L.P.,

Appellant

v.

NEW BRITAIN TOWNSHIP
ZONING HEARING BOARD

and

NEW BRITAIN TOWNSHIP,

Appellee

:
:
: COURT OF COMMON PLEAS
: OF BUCKS COUNTY, PENNSYLVANIA

:
:
: NO. 2000-5371-19-5

AMENDED STIPULATION OF SETTLEMENT

IT IS HEREBY STIPULATED, by and between Jeffrey P. Garton, Esquire, attorney for the Appellee, and Ameer S. Farrell, Esquire, attorney for the substitute Appellant, Core Property Group, LLC, as follows:

FACTS

1. On March 20, 2001, M & N Homes, L.P., and the New Britain Township Zoning Hearing Board and New Britain Township, by and through their attorneys, approved a Stipulation of Settlement to the zoning matter as captioned above. The Stipulation provided clear guidance with respect to the resolution of a zoning dispute between the parties.

2. On April 21, 2001, The Honorable Susan Devlin Scott, Judge of the Court of Common Pleas of Bucks County, approved the Stipulation of the parties. A true and correct copy of the Order entered by The Honorable Susan Devlin Scott is attached hereto as Exhibit "A" and incorporated herein by reference.

3. M & N Homes, L.P. thereafter developed the property and conveyed Condominium Units 1A, 1B, and 1C to Core Property Group, LLC ("Core Units") and Condominium Unit 2 to QT Kids, L.P. ("QT Unit").

4. Core Property Group, LLC operates a medical office / rehabilitation center from a portion of the Core Units, while the remainder is vacant. A Goddard School with up to 115 children operates from the QT Unit.

5. The parties hereto are desirous of amending the Stipulation and seeking the approval of the Court to approve the Amended Stipulation.

6. The Amendment to be stipulated by the parties hereto and proposed to be approved by the Court is identified as Paragraphs 8, 11 (b), and 18 in the Stipulation which related to the allocation of space in the Lot 3 Building and the maximum number of children (115) who may occupy the day care use. The Lot 3 Building is identified on the attached Exhibit "B".

7. The parties hereto are desirous of amending the provisions of Paragraph 8 of the Stipulation so as to alter the allocation between the day care center and general/medical offices such that the allocation of the Building shall be modified such that the day care center shall measure 12,125 square feet and the general/medical offices shall measure 4,750 square feet.

8. The relief granted under Paragraph 18 of the Stipulation (which granted the relief requested under Paragraph 11 (b) and capped the number of children in the day care at 115) shall be amended to permit a maximum of 175 children in the day care use.

9. In all other respects, the Stipulation and Order are reaffirmed and ratified subject only to the modifications as set forth herein.

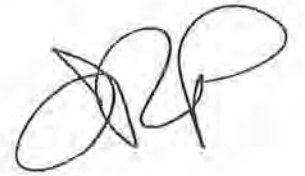
WHEREFORE, counsel for the substitute Appellant and Appellee respectfully request that the Court approve the terms of the settlement as set forth in the Amended Stipulation.

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680 Middletown Boulevard
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Dated: _____

EXHIBIT "A"



M & N HOMES, L.P.

Appellant

v.

NEW BRITAIN TOWNSHIP
ZONING HEARING BOARD
and
NEW BRITAIN TOWNSHIP,

Appellee

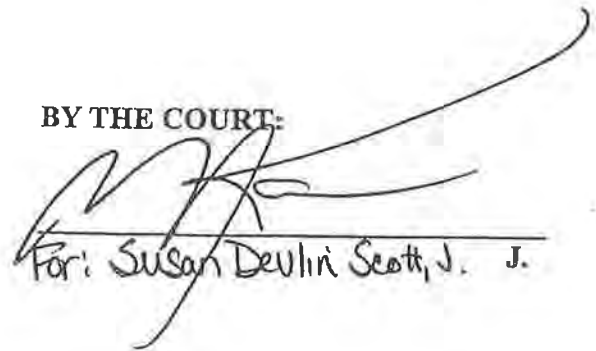
COURT OF COMMON PLEAS
OF BUCKS COUNTY, PENNSYLVANIA

ZONING CASE
NO. 20005371-19-5

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BY THE COURT:


For: Susan Devlin Scott, J. J.

N. B. It is your responsibility
to notify all interested parties
of the above action.

EXHIBIT “B”



INFORMATION ITEMS



New Britain Township

Parks & Recreation

DEPARTMENTAL REPORT

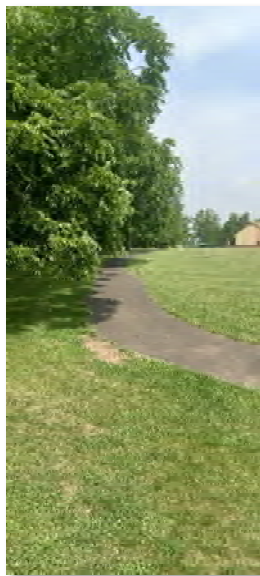
YEAR: 2023

MONTH: JULY

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.

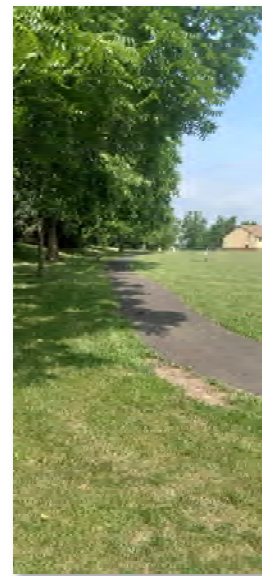
The Parks and Recreation department trimmed and cut back all low hanging tree limbs along the walking trail at Highlands Park.



before



during



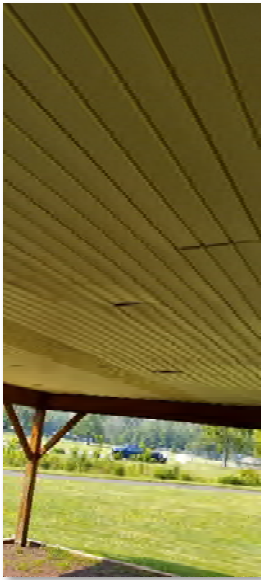
after



New Britain Township

Parks & Recreation

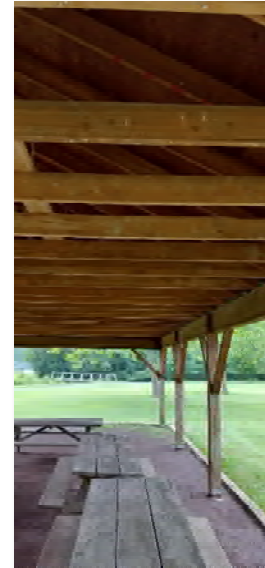
The Parks and Recreation Department began work to refurbish pavilion #2 at North Branch Park, which began with the removal of the warped and broken soffit and siding material used as a ceiling. This will remain an open ceiling like all other park pavilions.



before

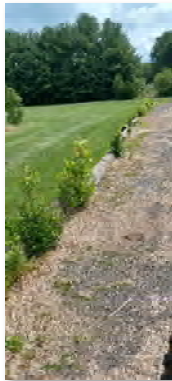


removal



after

The Parks and Recreation Department removed all woody stemmed and overgrown vegetation in the rear, stone parking lot adjacent to field #4 at North Branch Park. The project required moving all current telephone pole barriers, digging out the root system of the vegetation where possible, then placing all poles back into position, regrading existing stone, and spraying areas where grassy vegetation remained.

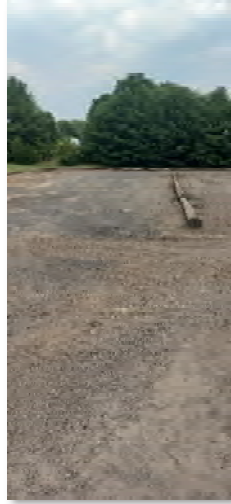


All above pictures are prior to any work being performed.



New Britain Township

Parks & Recreation



Section by section veiw after vegetation was removed (prior to spraying)



Finished veiw after weed control has taken effect



New Britain Township

Parks & Recreation

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

Special Projects / Other:

The Park and Recreation Department has time spent for the 4th of July Parade in the Special Projects category. 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.

Parks and Recreation Daily Hours:

Township Property Maintenance:	343	Hrs.
Ballfield Maintenance:	24	Hrs.
Other/ Special Projects:	55	Hrs.



New Britain Township

Planning & Zoning

July 2023 Monthly Report

Permits Issued	111 (Total)
Building	23
Electrical	19
Plumbing	6
Road Occupancy	3
Sign	0
Use & Occupancy	23
Zoning	17
Fire	4
Mechanical	14
Accessibility	2
Inspections Conducted	28 (Total)
Building Inspection	0 Not Submitted
United Electrical	0 Not Submitted
Commercial Fire Inspections	0 Not Submitted
Use & Occupancy	28
Fire Calls	0 (Total)
Chalfont	0 Not Submitted
Doylestown	0 Not Submitted
Dublin	0 Not Submitted
Hilltown	0 Not Submitted
Zoning Hearing Board Applications Submitted	2

- 104 S Limekiln Pike (Isai) – The applicant is proposing a 3-lot subdivision in the RR Zoning District. The proposed use of lots 2 and 3 is a B3 Single-Family Semidetached Dwelling, which is permitted by Special Exception in the RR Zoning District. The applicant is requesting a Special Exception pursuant to §27-901.b.
- 84 Callowhill Rd (Mohler) – The applicant is proposing a 6' tall section of privacy fence in the front yard of their property, which is a corner lot at the intersection of Callowhill Rd & Creek Rd. The applicant is requesting a variance from §27-305.H.H3.b.1.(a) which states that any fence located in the front yard shall not exceed 4 feet in height.



New Britain Township

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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>
2023-13025-B2	07/11/2023	209 CREEK ROAD	Building	Residential	Approved
2023-13046-B2	07/13/2023	295 CREEK ROAD	Building	Residential	Approved
2023-13086-B1	07/07/2023	635 SKUNK HOLLOW ROAD	Building	Residential	Approved
2023-13103-B2	07/13/2023	303 DOROTHY LANE	Building	Residential	Approved
2023-13142-B2	07/07/2023	205 POPLAR ROAD	Building	Residential	Approved
2023-13150-B2	07/26/2023	113 SHADY HILL DRIVE	Building	Residential	Approved
2023-13156-B2	07/13/2023	124 CAMBRIDGE PLACE	Building	Residential	Approved
2023-13157-B1	07/14/2023	31 SKYLINE DRIVE	Building	Residential	Approved
2023-13158-B1	07/07/2023	KING ROAD	Building	Residential	Approved
2023-13159-B1	07/28/2023	400 Highpoint Drive	Building	Commercial	Approved
2023-13172-B1	07/31/2023	9 SELLERSVILLE ROAD	Building	Residential	Denied
2023-13176-B2	07/07/2023	19 SKYLINE DRIVE	Building	Residential	Closed
2023-13180-B2	07/11/2023	226 W FAIRWOOD DRIVE	Building	Residential	Approved
2023-13194-B1	07/07/2023	233 PRINCE WILLIAM WAY	Building	Residential	Approved
2023-13195-B1	07/27/2023	4275 COUNTY LINE ROAD	Building	Commercial	Approved
2023-13206-B1	07/07/2023	4275 COUNTY LINE ROAD	Building	Commercial	Approved
2023-13212-B1	07/21/2023	377 TOWNSHIP LINE ROAD	Building	Residential	Closed
2023-13213-B1	07/11/2023	155 CREEK ROAD	Building	Residential	Approved
2023-13221-B1	07/25/2023	335-339 W BUTLER AVENUE	Building	Commercial	Approved
2023-13230-B1	07/28/2023	335-339 W BUTLER AVENUE	Building	Commercial	Approved
2023-13238-B1	07/26/2023	619 N LIMEKILN PIKE	Building	Residential	Approved



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2023-13240-B1	07/24/2023	133 CAMBRIDGE PLACE	Building	Residential	Approved
2023-13254-B1	07/28/2023	385 STONYHILL DRIVE	Building	Residential	Approved
2023-13022-E3	07/07/2023	100 OLD LIMEKILN ROAD	Electrical	Commercial	Approved
2023-13046-E3	07/13/2023	295 CREEK ROAD	Electrical	Residential	Approved
2023-13086-E2	07/07/2023	635 SKUNK HOLLOW ROAD	Electrical	Residential	Approved
2023-13103-E3	07/13/2023	303 DOROTHY LANE	Electrical	Residential	Approved
2023-13142-E3	07/07/2023	205 POPLAR ROAD	Electrical	Residential	Approved
2023-13157-E2	07/14/2023	31 SKYLINE DRIVE	Electrical	Residential	Approved
2023-13158-E2	07/07/2023	KING ROAD	Electrical	Residential	Approved
2023-13159-E2	07/28/2023	400 Highpoint Drive	Electrical	Commercial	Approved
2023-13180-E3	07/11/2023	226 W FAIRWOOD DRIVE	Electrical	Residential	Approved
2023-13190-E1	07/07/2023	218 PUEBLO ROAD	Electrical	Residential	Closed
2023-13195-E2	07/27/2023	4275 COUNTY LINE ROAD	Electrical	Commercial	Approved
2023-13209-E1	07/07/2023	332 BUTLER DRIVE	Electrical	Residential	Approved
2023-13221-E2	07/25/2023	335-339 W BUTLER AVENUE	Electrical	Commercial	Approved
2023-13222-E1	07/18/2023	17 KATHRYN ROAD	Electrical	Residential	Approved
2023-13230-E2	07/28/2023	335-339 W BUTLER AVENUE	Electrical	Commercial	Approved
2023-13238-E2	07/26/2023	619 N LIMEKILN PIKE	Electrical	Residential	Approved
2023-13239-E1	07/26/2023	246 E FAIRWOOD DRIVE	Electrical	Residential	Closed
2023-13240-E2	07/24/2023	133 CAMBRIDGE PLACE	Electrical	Residential	Approved
2023-13254-E2	07/28/2023	385 STONYHILL DRIVE	Electrical	Residential	Approved



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2023-13086-P4	07/07/2023	635 SKUNK HOLLOW ROAD	Plumbing	Residential	Approved
2023-13157-P4	07/14/2023	31 SKYLINE DRIVE	Plumbing	Residential	Approved
2023-13158-P4	07/07/2023	KING ROAD	Plumbing	Residential	Approved
2023-13159-P4	07/28/2023	400 Highpoint Drive	Plumbing	Commercial	Approved
2023-13195-P3	07/27/2023	4275 COUNTY LINE ROAD	Plumbing	Commercial	Approved
2023-13238-P4	07/26/2023	619 N LIMEKILN PIKE	Plumbing	Residential	Approved
2023-13208-RO1	07/07/2023	210 GREEN VALLEY WAY	Road Occupancy	Residential	Closed
2023-13223-RO1	07/18/2023	113 SHADY HILL DRIVE	Road Occupancy	Residential	Approved
2023-13244-RO1	07/26/2023	119 TOWNSHIP LINE ROAD	Road Occupancy	Commercial	Approved
2021-11601-U07	07/03/2023	295 CREEK ROAD	Use & Occupancy	Residential	Closed
2021-11639-U01	07/11/2023	312 OLD LIMEKILN ROAD	Use & Occupancy	Residential	Closed
2022-12561-U01	07/18/2023	210 GREEN VALLEY WAY	Use & Occupancy	Residential	Closed
2023-12879-U01	07/14/2023	133 RICHARD DRIVE	Use & Occupancy	Residential	Closed
2023-12909-U04	07/12/2023	4275 COUNTY LINE ROAD	Use & Occupancy	Commercial	Closed
2023-13087-U01	07/19/2023	117 GLEN DRIVE	Use & Occupancy	Residential	Closed
2023-13115-U01	07/12/2023	224 CASSANDRA DRIVE	Use & Occupancy	Residential	Closed
2023-13140-U01	07/10/2023	209 HAMPSHIRE DRIVE	Use & Occupancy	Residential	Closed
2023-13181-U01	07/25/2023	513 WINDSOR COURT	Use & Occupancy	Residential	Closed
2023-13185-U01	07/05/2023	318 PHEASANT RUN DRIVE	Use & Occupancy	Residential	Closed
2023-13193-U01	07/19/2023	124 DOLLY CIRCLE	Use & Occupancy	Residential	Closed
2023-13196-U01	07/17/2023	110 SOLWAY CIRCLE	Use & Occupancy	Residential	Closed



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2023-13197-U01	07/10/2023	207 CAMBRIDGE PLACE	Use & Occupancy	Residential	Closed
2023-13198-U01	07/19/2023	126 KRISTA COURT	Use & Occupancy	Residential	Closed
2023-13199-U01	07/11/2023	1105 ANTHEM WAY	Use & Occupancy	Residential	Closed
2023-13200-U01	07/11/2023	708 ANTHEM WAY	Use & Occupancy	Residential	Closed
2023-13201-U01	07/11/2023	202 ANTHEM WAY	Use & Occupancy	Residential	Approved
2023-13202-U01	07/11/2023	406 ANTHEM WAY	Use & Occupancy	Residential	Closed
2023-13203-U01	07/11/2023	1206 ANTHEM WAY	Use & Occupancy	Residential	Closed
2023-13216-U01	07/26/2023	105 REMINGTON COURT	Use & Occupancy	Residential	Closed
2023-13217-U01	07/19/2023	834 LONGMEADOW COURT	Use & Occupancy	Residential	Closed
2023-13227-U01	07/26/2023	201 E FAIRWOOD DRIVE	Use & Occupancy	Residential	Closed
2023-13242-U01	07/27/2023	28 TERESA LANE	Use & Occupancy	Residential	Closed
2023-13046-Z1	07/03/2023	295 CREEK ROAD	Zoning	Residential	Approved
2023-13103-Z1	07/06/2023	303 DOROTHY LANE	Zoning	Residential	Approved
2023-13142-Z1	07/03/2023	205 POPLAR ROAD	Zoning	Residential	Approved
2023-13156-Z1	07/07/2023	124 CAMBRIDGE PLACE	Zoning	Residential	Approved
2023-13166-Z1	07/05/2023	300 HIGHPOINT DRIVE	Zoning	Commercial	Approved
2023-13179-Z1	07/14/2023	117 NORTH LANE	Zoning	Residential	Approved
2023-13180-Z1	07/07/2023	226 W FAIRWOOD DRIVE	Zoning	Residential	Approved
2023-13210-Z1	07/14/2023	254 INVERNESS CIRCLE	Zoning	Residential	Approved
2023-13211-Z1	07/19/2023	409 W BUTLER AVENUE	Zoning	Commercial	Approved
2023-13226-Z1	07/18/2023	332 BUTLER DRIVE	Zoning	Residential	Approved



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2023-13236-Z1	07/19/2023	205 JULIE ROAD	Zoning	Residential	Approved
2023-13245-Z1	07/25/2023	115 HARRISON FORGE COURT	Zoning	Residential	Approved
2023-13247-Z1	07/26/2023	41 CLEARVIEW AVENUE	Zoning	Residential	Approved
2023-13248-Z1	07/26/2023	267 CREEK ROAD	Zoning	Residential	Approved
2023-13249-Z1	07/27/2023	8 NEWVILLE ROAD	Zoning	Residential	Approved
2023-13250-Z1	07/27/2023	44 CARTLANE CIRCLE	Zoning	Residential	Approved
2023-13257-Z1	07/27/2023	15 WALDEN WAY	Zoning	Residential	Approved
2023-13086-F5	07/07/2023	635 SKUNK HOLLOW ROAD	Fire	Residential	Approved
2023-13195-F5	07/27/2023	4275 COUNTY LINE ROAD	Fire	Commercial	Approved
2023-13230-F4	07/28/2023	335-339 W BUTLER AVENUE	Fire	Commercial	Approved
2023-13240-F3	07/24/2023	133 CAMBRIDGE PLACE	Fire	Residential	Approved
2023-13086-M3	07/07/2023	635 SKUNK HOLLOW ROAD	Mechanical	Residential	Approved
2023-13103-M4	07/13/2023	303 DOROTHY LANE	Mechanical	Residential	Approved
2023-13157-M3	07/13/2023	31 SKYLINE DRIVE	Mechanical	Residential	Approved
2023-13158-M3	07/07/2023	KING ROAD	Mechanical	Residential	Approved
2023-13159-M3	07/28/2023	400 Highpoint Drive	Mechanical	Commercial	Approved
2023-13207-M1	07/07/2023	110 DOLLY CIRCLE	Mechanical	Residential	Approved
2023-13220-M1	07/13/2023	234 HAMPSHIRE DRIVE	Mechanical	Residential	Approved
2023-13230-M3	07/28/2023	335-339 W BUTLER AVENUE	Mechanical	Commercial	Approved
2023-13231-M1	07/24/2023	2 SUNNYBROOK DRIVE	Mechanical	Residential	Approved
2023-13237-M1	07/24/2023	848 NEW GALENA ROAD	Mechanical	Residential	Approved



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2023-13238-M3	07/26/2023	619 N LIMEKILN PIKE	Mechanical	Residential	Approved
2023-13243-M1	07/27/2023	2 SUNNYBROOK DRIVE	Mechanical	Residential	Approved
2023-13253-M1	07/27/2023	22 WOODMOUNT ROAD	Mechanical	Residential	Approved
2023-13255-M1	07/26/2023	226 HAMPSHIRE DRIVE	Mechanical	Residential	Approved
2023-13195-4	07/27/2023	4275 COUNTY LINE ROAD	Accessibility Permit	Commercial	Approved
2023-13230-5	07/28/2023	335-339 W BUTLER AVENUE	Accessibility Permit	Commercial	Approved



Use & Occupancy Inspections Count 2023 July

<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>
07/24/2023	2023-13216-U01	Residential	1	Initial	Final U & O	1:00 PM	SARA CAMPIONE	105 REMINGTON COURT	1
07/01/2023	2023-13183-U01	Residential	1	Initial	Final U & O	10:00 AM	WILLIAM STEINHAUSER	109 GALWAY CIRCLE	1
07/17/2023	2023-13196-U01	Residential	1	Initial	Final U & O	1:00 PM	LINDA HARTER	110 SOLWAY CIRCLE	1
07/11/2023	2023-13195-U01	Residential	1	Initial	Final U & O	9:30 AM		1105 ANTHEM WAY	1
07/25/2023	2023-13224-U01	Residential	1	Initial	Final U & O	9:30 AM	ROBERTO MARCHESANO	114 SHADY HILL DRIVE	1
07/11/2023	2023-13203-U01	Residential	1	Initial	Final U & O	11:30 AM		1206 ANTHEM WAY	1
07/10/2023	2023-13193-U01	Residential	1	Initial	Final U & O	1:00 PM	GWENDOLYN & ELIZABETH DAMON	124 DOLLY CIRCLE	1
07/19/2023	2023-13183-U01	Residential	2	Re-Inspection	Final U & O	9:30 AM	GWENDOLYN & ELIZABETH DAMON	124 DOLLY CIRCLE	1
07/05/2023	2023-13198-U01	Residential	1	Initial	Final U & O	10:30 AM	DELL & JAYASHRI JONES	126 KRISTA COURT	1
07/19/2023	2023-13198-U01	Residential	2	Re-Inspection	Final U & O	10:00 AM	DELL & JAYASHRI JONES	126 KRISTA COURT	1
07/26/2023	2023-13227-U01	Residential	1	Initial	Final U & O	9:30 AM	ELISSA RITT	201 E FAIRWOOD DRIVE	1
07/11/2023	2023-13201-U01	Residential	1	Initial	Final U & O	10:30 AM		202 ANTHEM WAY	1
07/05/2023	2023-13182-U01	Residential	1	Initial	Final U & O	9:30 AM	PHILIP & JANET WALL	202 LENAPE DRIVE	1
07/17/2023	2023-13182-U01	Residential	2	Re-Inspection	Final U & O	1:30 PM	PHILIP & JANET WALL	202 LENAPE DRIVE	1
07/18/2023	2023-13228-U01	Residential	1	Initial	Final U & O	9:30 AM	KATHLEEN & MICHAEL POWER	206 DIANA DRIVE	1
07/10/2023	2023-13197-U01	Residential	1	Initial	Final U & O	1:30 PM	ALAN & CAROL PERFECT TRUSTEE	207 CAMBRIDGE PLACE	1
07/25/2023	2023-13225-U01	Residential	1	Initial	Final U & O	10:00 AM	JOSHUA SMITH	207 PRINCE WILLIAM WAY	1
07/10/2023	2023-13140-U01	Residential	2	Re-Inspection	Final U & O	2:00 PM	JESS KULP	209 HAMPSHIRE DRIVE	1
07/03/2023	2023-13115-U01	Residential	2	Re-Inspection	Final U & O	1:00 PM	TOMAS J. VICKERMAN	224 CASSANDRA DRIVE	1
07/25/2023	2023-13242-U01	Residential	1	Initial	Final U & O	11:00 AM	JOSEPH CASADONTI	28 TERESA LANE	1
07/27/2023	2023-13242-U01	Residential	2	Re-Inspection	Final U & O	9:00 AM	JOSEPH CASADONTI	28 TERESA LANE	1
07/05/2023	2023-13185-U01	Residential	1	Initial	Final U & O	10:00 AM	DANE MCDERMOTT	318 PHEASANT RUN DRIVE	1
07/11/2023	2023-13202-U01	Residential	1	Initial	Final U & O	11:00 AM		406 ANTHEM WAY	1
07/17/2023	2023-13181-U01	Residential	1	Initial	Final U & O	1:30 PM	EDWIN A. & ROSEMARIE BERGIN	513 WINDSOR COURT	1
07/12/2023	2023-13205-U01	Residential	1	Initial	Final U & O	9:30 AM	THOMAS R. & DIANE HOPKINS	52 APPLECROSS CIRCLE	1
07/11/2023	2023-13200-U01	Residential	1	Initial	Final U & O	10:00 AM		708 ANTHEM WAY	1
07/17/2023	2023-13217-U01	Residential	1	Initial	Final U & O	2:00 PM	JAMES MURDACO	834 LONGMEADOW COURT	1
07/21/2023	2023-13217-U01	Residential	2	Initial	Final U & O	10:30 AM	JAMES MURDACO	834 LONGMEADOW COURT	1
TOTAL COUNT									28

MEMO



TO: Michael Walsh, Interim Township Manager
FROM: David Conroy, Director of Planning and Zoning
DATE: August 16, 2023
RE: July 2023 Land Development Report

UNDER REVIEW:

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

- Presented and approved at 7/25 PC. Tentatively schedule to present to BOS on 8/21.

(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

- Presented at 7/25 PC. Revising plans and preparing resubmission.

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

- Conditional Use Hearing held 5/1, Conditional Use granted on 7/17.

(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

- Presented and approved at 7/25 PC. Scheduled to present to BOS on 8/21.

(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 approved by BOS on 7/17. Plans submitted for final review on 7/5. Gilmore approved on 8/15.

(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. Agreements received and fees paid.

(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 -

July 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 0% increase.

Objective 2: 67% 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

- ◆ Participation and support of July 4th Parade
- ◆ Officer O'Connor completed FTO

Upcoming

- ◆ National Night Out—Doylestown August 1st 4-8 PM
- ◆ Fall Festival—Distributing Rita's Water Ice
- ◆ Trunk or Treat—October 27th 5:30—7:30 @ New Seasons
- ◆ Drug Take Back—October 28th 10am—2pm
- ◆ Chief Attending IACP San Diego—October 13-18
- ◆ New 2023 Ford Interceptor Hybrid SUV for police fleet
- ◆ New 2023 Ford Interceptor SUV for police fleet
- ◆ Part Time Police Services Clerk—Interviews in progress
- ◆ Entry Level Police Officer—Applications being accepted



New Britain Township Police Department

Monthly Report -

July 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	6	2	200%
Auto Theft	0	0	NA
Arson	0	0	NA
TOTALS	6	2	200%

PART 2 CRIMES	28 DAY		
	2023	2022	% Change
Assaults (non-aggravated)\Harassment	3	1	200%
Fraud	3	3	0%
Vandalism/Criminal Mischief	1	0	NA
Disorderly Conduct	0	0	NA
Drug Violations	1	1	0%
Driving Under the Influence	3	1	200%
Public Drunkenness	0	0	NA
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	1	0	NA
TOTALS	12	6	100%

MOTOR VEHICLE ACCIDENTS	28 DAY		
	2023	2022	% Change
Total Accidents	18	17	5.88%
Non-Reportable	12	11	9.09%
Fatal Accidents	0	0	NA
Reportable	6	6	NA



New Britain Township Police Department

Monthly Report -

July 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	36	23	56.52%
Auto Theft	2	0	NA
Arson	0	0	NA
TOTALS	38	24	58.33%

PART 2 CRIMES	YTD		
	2023	2022	% Change
Assaults (non-aggravated)/Harassment	10	16	-37.5%
Fraud	25	13	92.30%
Vandalism/Criminal Mischief	4	5	-20%
Disorderly Conduct	0	1	-100%
Drug Violations	5	4	25%
Driving Under the Influence	6	8	-25%
Public Drunkenness	0	2	-100%
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	5	3	66.66%
TOTALS	54	55	1.81%

MOTOR VEHICLE ACCIDENTS	YTD		
	2023	2022	% Change
Total Accidents	125	125	0%
Non-reportable	81	86	-5.81%
Fatal Accidents	0	0	NA
Reportable	44	39	12.82%



New Britain Township

Public Works

Departmental Report

Year: 2023

Month: July

Drainage: 308 Hrs.

Public Works checked all drainage/ storm sewer systems after a few heavy rainfalls. We completed some inlet/ C-top replacements along Harvest Hill Dr. as well as the Blackburn Development. Public Works replaced 160' of deteriorated pipe along the frontage of #3 Clearview Ave. and exits into the ditch line at Upper State Rd.



#3 Clearview Ave. pipe replacement.



New Britain Township

Public Works

Road Maintenance: 118 Hrs.

Public Works scratched/ leveled Chapman Rd. between King Rd. and New Galena Rd. after base repairs and pipe replacement were completed. We will be adding another 1 ½" 9.5mm Superpave topcoat to complete this roadway.



Chapman rd. scratch/ leveling.

Equipment Maintenance: 84 Hrs.

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

Township Property Maintenance: 136 Hrs.

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

Other: 118 Hrs.

The annual Tri-Municipal 4th of July Parade was successful for another year.

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