



Meeting Packet

**Board of Supervisors
October 16, 2023**



ACTION ITEMS



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

BOARD MOTION

Date: October 16, 2023

I MOVE THAT: The Board **approve / table** the minutes of the September 25, 2023, Business Meeting and the October 2, 2023, Workshop Meeting of the New Britain Township Board of Supervisors.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: October 16, 2023

I MOVE THAT: The Board **approve / table** the Schedule of Bills dated October 12, 2023, in the amount of \$316,110.95, and authorize the Township Manager to pay all bills, per the attachment.

Presented By: _____

Seconded By: _____

P.O. Type: All
 Range: First to Last
 Format: Condensed
 Vendors: All
 Rcvd Batch Id Range: KG091823 to KG100623

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

Paid Date Range: 09/18/23 to 10/06/23
 Include Non-Budgeted: Y
 Prior Year Only: N

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ADTC005	ADT COMMERCIAL								
		23001046	08/31/23	SECURITY SYSTEM	Open	746.19	0.00		
		23001067	09/11/23	SECURITY SYSTEM	Open	<u>431.62</u>	0.00		
						1,177.81			
ADVAN010	ADVANCED COLOR AND GRIND LLC								
		23001093	09/27/23	BLACK MULCH	Open	208.00	0.00		
ARMOU010	ARMOUR & SONS ELECTRIC I								
		23001035	09/12/23	TRAFFIC SIGNAL REPAIR	Open	361.53	0.00		
		23001053	09/01/23	TRAFFIC SIGNAL REPAIR	Open	<u>10,477.34</u>	0.00		
						10,838.87			
ATTM0010	AT&T MOBILITY								
		23001087	09/13/23	MOBILE PHONE SERVICE	Open	347.88	0.00		
BACHM005	BACHMAN'S ROOFING								
		23001107	09/26/23	ROOF/GUTTER REPAIR - ADMIN	Open	2,297.00	0.00		
BARRY010	BARRY ISETT & ASSOCIATES INC								
		23001039	09/13/23	EMERGENCY MGMT SERVICES	Open	950.00	0.00		
BCAT0035	BCATO								
		23001081	09/25/23	FALL EVENT - B. JONES	Open	50.00	0.00		
		23001082	09/25/23	FALL EVENT - M. MCCABE	Open	<u>50.00</u>	0.00		
						100.00			
BEEBERG	Bee Bergvall & Co								
		23001110	10/02/23	ACCOUNTING SERVICES	Open	2,380.00	0.00		
BEGLE005	BEGLEY CARLIN & MANDIO LLP								
		23001063	09/05/23	LEGAL EXPENSES	Open	8,316.75	0.00		
BILLM010	BILL MITCHELL'S AUTO SERVICE I								
		23001043	09/12/23	EMISSION INSPECTION-WHITE RIDE	Open	31.57	0.00		
		23001075	09/20/23	EMISSION INSPECTION 48-15	Open	<u>39.57</u>	0.00		
						71.14			
BRIAN010	BRIAN JONES								
		23001066	09/21/23	2023 MEDICAL REIMBURSEMENT	Open	107.17	0.00		
BRYAN005	BRYAN COOK								
		23001032	09/18/23	FALL FESTIVAL RE-ENACTORS BAL	Open	1,000.00	0.00		
CARGO005	CARGORAXX LLC								
		23001109	09/22/23	PATROL CAR ORGANIZER	Open	871.90	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
CHALF080	CHALFONT FIRE COMPANY	23001096	10/02/23	FIRE COMPANY STIPEND	Open	7,000.00	0.00		
CHAPM005	CHAPMAN FORD OF HORSHAM	23001074	09/14/23	2023 POLICE FORD EXPLORER	Open	47,330.00	0.00		
COMCA010	COMCAST	23001048	09/06/23	CABLE/INTERNET	Open	556.95	0.00		
		23001058	09/09/23	CABLE/INTERNET	Open	261.74	0.00		
		23001098	09/24/23	CABLE/INTERNET	Open	21.22	0.00		
						839.91			
DAVID160	DAVID C. PERRY	23001031	08/28/23	FALL FESTIVAL-CARICATURE SVCS	Open	575.00	0.00		
DELA020	DEL VALL PROP & LIABILITY TRST	23001089	10/01/23	PROPERTY & LIABILITY TRST	Open	29,476.75	0.00		
DELA040	DELAWARE VALLEY WORKERS' COMP	23001088	10/01/23	WORKERS COMP INSURANCE	Open	24,534.25	0.00		
DISPL015	Display and Sign Center Inc	23001042	09/12/23	SHOP SUPPLIES	Open	56.00	0.00		
		23001084	09/26/23	FORD POLICE 48-05	Open	1,080.00	0.00		
						1,136.00			
DIVER005	DIVERSIFIED STORAGE SOLUTIONS	23001097	10/01/23	STORAGE SYSTEM - ADMIN	Open	61,518.45	0.00		
DSIME010	DSI MEDICAL SERVICES INC.	23001040	08/31/23	TESTING - DOT MRO BUNDLED	Open	57.71	0.00		
EARTH010	EARTHBORNE TRUCKS & EQUIPMENT	23001094	09/27/23	EQUIPMENT RENTAL	Open	6,412.17	0.00		
FEDEX010	FEDEX	23001083	09/19/23	POLICE SHIPPING	Open	120.89	0.00		
FOLEY005	FOLEY INC	23001080	09/11/23	BRUSHCUTTER BR320	Open	10,188.00	0.00		
FPMAI005	FP MAILING SOLUTIONS	23001050	09/01/23	POSTAGE METER	Open	146.12	0.00		
GARYT005	GARY THOMAS	23001065	09/25/23	2023 MEDICAL REIMBURSEMENT	Open	81.31	0.00		
GEORG040	GEORGE ALLEN PORTABLE TOILETS	23001077	09/19/23	PORTABLE TOILETS/PARKS	Open	664.00	0.00		
GILMO010	GILMORE & ASSOCIATES INC.	23001064	09/05/23	LEGAL EXPENSES	Open	44,128.96	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
HOMED010	HOME DEPOT CREDIT SERVICES	23001113	09/28/23	SUPPLIES	Open	2,404.44	0.00		
JACQU025	JACQUI MAC COY	23001030	08/28/23	FALL FESTIVAL - BALLOON ARTIST	Open	550.00	0.00		
KJDO0010	K.J. DOOR SERVICES INC.	23001045	09/08/23	ADMIN DOOR MAINT	Open	1,812.76	0.00		
		23001071	09/21/23	PW DOOR MAINT	Open	1,726.10	0.00		
						<u>3,538.86</u>			
KIMME005	KIMMEL BOGRETTE ARCHITECTURE	23001037	09/12/23	BUILDING ASSESSMENT	Open	10,375.00	0.00		
MAGLO010	MAGLOCLEN, INC.	23001054	09/18/23	ANNUAL MEMBERSHIP USER FEES	Open	400.00	0.00		
MARIA015	MARIA CLANCY	23001095	09/29/23	MILEAGE REIMBURSEMENT	Open	41.66	0.00		
MARTI035	MARTIN STONE QUARRIES, INC.	23001059	09/18/23	INFIELD MIX NORTH BRANCH PARK	Open	1,163.14	0.00		
MATTH065	MATT WEST	23001104	09/29/23	2023 MEDICAL REIMBURSEMENT	Open	589.96	0.00		
MCDON010	MCDONALD UNIFORM COMPANY	23001041	09/11/23	UNIFORM	Open	461.49	0.00		
MOTOR010	MOTOROLA SOLUTIONS INC.	23001061	09/02/23	POLICE AUDIO EQUIP	Open	1,044.47	0.00		
MUNIL005	MUNIOLOGIC	23001038	09/15/23	MONTHLY HOSTING FEE	Open	833.00	0.00		
NORTH050	NORTH PENN WATER AUTHORIT	23001100	09/20/23	WATER	Open	181.34	0.00		
NYCOC010	NYCO CORPORATION	23001036	09/12/23	PRESSURE WASHER PART	Open	27.45	0.00		
PADEP030	PA DEPT OF LABOR & INDUSTRY-B	23001044	08/30/23	BOILER & VESSEL CERTIFICATES	Open	272.82	0.00		
PECOE020	PECO ENERGY-PAYMENT PROCESSING	23001047	09/08/23	ELECTRIC	Open	294.55	0.00		
		23001052	09/07/23	ELECTRIC	Open	167.39	0.00		
		23001068	09/21/23	ELECTRIC	Open	2,045.22	0.00		
		23001103	09/22/23	ELECTRIC	Open	586.42	0.00		
		23001112	09/29/23	ELECTRIC	Open	13.82	0.00		
						<u>3,107.40</u>			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
READY005	READY REFRESH BY NESTLE	23001051	09/06/23	BOTTLED WATER	Open	388.31	0.00		
REPU005	REPUBLIC SERVICES #320	23001078	09/15/23	TRASH SERVICES	Open	784.53	0.00		
RIGGI010	RIGGINS INC.	23001060	09/14/23	POLICE FUEL	Open	1,625.37	0.00		
		23001069	09/21/23	PW DIESEL	Open	1,500.18	0.00		
		23001070	09/20/23	PW FUEL	Open	<u>1,327.95</u>	0.00		
						4,453.50			
ROBER270	ROBERT E. LITTLE, INC.	23001072	09/22/23	MOWER PARTS	Open	232.89	0.00		
		23001092	09/26/23	MOWER PART	Open	<u>16.18</u>	0.00		
						249.07			
ROSES005	ROSE SCHWALM	23001108	09/25/23	092123 ZONING HEARING	Open	180.00	0.00		
SHAWN010	SHAWN MAGUIRE	23001034	09/14/23	2023 MEDICAL REIMBURSEMENT	Open	1,939.27	0.00		
STAND015	STANDARD DIGITAL LEASING	23001090	09/23/23	ADMIN COPIER	Open	261.33	0.00		
		23001091	09/23/23	POLICE COPIER	Open	<u>236.49</u>	0.00		
						497.82			
STAND010	STANDARD INSURANCE COMPANY	23001106	09/14/23	LIFE/DISABILITY INSURANCE	Open	2,984.40	0.00		
STAPL015	STAPLES	23001102	09/30/23	OFFICE SUPPLIES	Open	155.79	0.00		
STEPH060	STEPHEN WHERRY	23001029	08/31/23	RETURN OF ESCROW	Open	5,000.00	0.00		
STREE015	STREET COP TRAINING LLC	23001055	09/01/23	TRAINING CLASSES - K. PEFFALL	Open	225.00	0.00		
TECCE	Tecce, Rose Marie	23001086	09/26/23	TAX REFUND	Open	20.68	0.00		
TILLE010	TILLEY FIRE SOLUTIONS	23001057	09/12/23	SMOKE DUCT DETECTOR	Open	650.00	0.00		
TRAI005	TRAI SR, LLC	23001033	08/31/23	DATA REQUESTS/COLLECTION	Open	2,760.00	0.00		
TUSTI005	TUSTIN MECHANICAL SERVICES	23001062	09/01/23	POLICE SPLIT WALL UNIT	Open	2,022.70	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
UNITE010 UNITED INSPECTION AGENCY INC.									
		23001079	09/13/23	OUTSIDE INSPECTIONS	Open	690.00	0.00		
		23001085	09/20/23	OUTSIDE INSPECTIONS	Open	125.00	0.00		
						<u>815.00</u>			
UNIVE015 UNIVEST BANK									
		23001111	09/29/23	PRINCIPAL/INTEREST	Open	2,163.26	0.00		
VERIZ010 VERIZON									
		23001049	09/05/23	INTERNET	Open	159.59	0.00		
		23001056	09/12/23	INTERNET	Open	22.30	0.00		
		23001076	09/14/23	INTERNET	Open	168.08	0.00		
						<u>349.97</u>			
VERIZ050 VERIZON WIRELESS									
		23001099	09/23/23	POLICE WIRELESS SERVICE	Open	77.40	0.00		
		23001101	09/19/23	POLICE WIRELESS SERVICE	Open	463.37	0.00		
		23001105	09/19/23	POLICE WIRELESS SERVICE	Open	1,206.66	0.00		
						<u>1,747.43</u>			
WITME010 WITMER PUBLIC SAFETY GROUP, INC									
		23001073	09/15/23	FIREARMS	Open	857.15	0.00		
Total Purchase Orders: 85 Total P.O. Line Items: 0 Total List Amount: 316,110.95 Total Void Amount: 0.00									

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND:	3-01	263,772.62	20.68	0.00	263,793.30
STREET LIGHTING FUND:	3-02	801.54	0.00	0.00	801.54
LAND PRESERVATION FUND:	3-04	34.37	0.00	0.00	34.37
PARKS & RECREATION FUND:	3-07	11,057.33	0.00	0.00	11,057.33
CAPITAL IMPROVEMENT/EQUIPMENT FUND:	3-18	2,015.65	0.00	0.00	2,015.65
MUNICIPAL/P WRKS BUILDING FUND:	3-20	2,163.26	0.00	0.00	2,163.26
ESCROW:	3-90	36,245.50	0.00	0.00	36,245.50
Total of All Funds:		<u>316,090.27</u>	<u>20.68</u>	<u>0.00</u>	<u>316,110.95</u>

Totals by Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND:	01	263,772.62	20.68	0.00	263,793.30
STREET LIGHTING FUND:	02	801.54	0.00	0.00	801.54
LAND PRESERVATION FUND:	04	34.37	0.00	0.00	34.37
PARKS & RECREATION FUND:	07	11,057.33	0.00	0.00	11,057.33
CAPITAL IMPROVEMENT/EQUIPMENT FUND:	18	2,015.65	0.00	0.00	2,015.65
MUNICIPAL/P WRKS BUILDING FUND:	20	2,163.26	0.00	0.00	2,163.26
ESCROW:	90	36,245.50	0.00	0.00	36,245.50
Total of All Funds:		<u>316,090.27</u>	<u>20.68</u>	<u>0.00</u>	<u>316,110.95</u>

NEW BRITAIN TOWNSHIP
Breakdown of Expenditure Account Current/Prior Received/Prior Open

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND:	3-01	263,772.62	0.00	0.00	0.00	263,772.62
STREET LIGHTING FUND:	3-02	801.54	0.00	0.00	0.00	801.54
LAND PRESERVATION FUND:	3-04	34.37	0.00	0.00	0.00	34.37
PARKS & RECREATION FUND:	3-07	11,057.33	0.00	0.00	0.00	11,057.33
CAPITAL IMPROVEMENT/EQUIPMENT FUND:	3-18	2,015.65	0.00	0.00	0.00	2,015.65
MUNICIPAL/P WRKS BUILDING FUND:	3-20	2,163.26	0.00	0.00	0.00	2,163.26
ESCROW:	3-90	36,245.50	0.00	0.00	0.00	36,245.50
Total of All Funds:		<u>316,090.27</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>316,090.27</u>

**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: October 16, 2023

I MOVE THAT: The Board **approve / table** all items on the consent agenda, dated October 16, 2023, per the attachment.

Presented By: _____

Seconded By: _____

Consent Agenda Items for the Next Meeting (10/16/2023)

1. 7 Walters LLC has executed the following documents in reference to the Lohin Subdivision, TMP #26-001-043: Development Agreement.

**NEW BRITAIN TOWNSHIP
DEVELOPMENT AGREEMENT
Lohin Subdivision
(Township Line and Walters Roads)**

THIS AGREEMENT, dated this 28 day of September A.D., 2023, is made by and between **NEW BRITAIN TOWNSHIP**, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the "**Township**");

A N D

7 WALTERS LLC, a Pennsylvania Limited Liability Company having offices at _____ (hereinafter referred to as "**Developer**"), owner of certain premises in the Township of New Britain, Bucks County, Pennsylvania, consisting of one parcel, totaling 20.25 acres, located at Township Line and Walters Roads, New Britain Township, Bucks County, Pennsylvania, also known as Bucks County Tax Parcel No. 26-001-043 (hereinafter referred to as the "**Property**"), and more fully described on a separate set of plans entitled "The Subdivision and Land Development Plans for Mike Lohin", prepared by R.L. Showalter & Associates, Inc., dated February 28, 2020 and last revised March 15, 2023, consisting of sheets 1 through 22; said plans being made a part hereof and incorporated herein by reference although not physically located herein (hereinafter referred to as the "**Plan**").

WITNESSETH

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

WHEREAS, Developer further intends to subdivide the Property into seven (7) Lots (hereinafter referred to as the "**Project**") pursuant to the Plan and the Township's grant of conditional final approval thereof; and

WHEREAS, Developer further intends to construct improvements, including, but not limited to, land clearing, stormwater management, erosion and sediment control, a payment in lieu of road widening, street trees, landscaping, and other requirements (hereinafter referred to as the "**Improvements**") in accordance with the Plan and Township Resolution 2021-23, which granted conditional final plan approval to the Project on September 27, 2021, a copy of which is attached hereto and made a part hereof as **Exhibit "A"**; and

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

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

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

I. PLAN AND PROJECT COMPLIANCE

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

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

II. FORM, EXECUTION, AND RECORDATION OF PLAN

Concurrently with the execution of this Agreement, Developer shall supply to Township the Plans in compliance with the Township Subdivision and Land Development Ordinance and in compliance with the rules and requirements of the Bucks County Recorder of Deeds as to size, etc. The Plan shall be in the form of three (3) paper copies of the record plan, one (1) of which shall be for recordation with the Bucks County Recorder of Deeds. All such prints and copies of the Plan will be signed by Developer and any other fee simple owners of any portion of the Property and duly acknowledged by a raised notary seal affixed. All prints and copies signed by a corporation will have the corporate seal stamp affixed. These copies shall also have affixed thereto an imprint placed by Developer's engineer and/or surveyor. Upon approval by Township, the Plan shall be signed by the New Britain Township Board of Supervisors. Said Plans and this

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

III. AS-BUILT PLANS TO BE PROVIDED TO TOWNSHIP

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

IV. CONSTRUCTION PLANS

Developer agrees to provide Township with five (5) full sets of the construction plans for this Project and agrees that no Permits will be issued until this provision is fully met. In addition, Developer shall submit one (1) electronic copy of the CAD file of the Plan, which shall be identical to the paper copies.

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

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

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

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

VI. DEVELOPER TO EMPLOY AN APPROVED REGISTERED PROFESSIONAL ENGINEER

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

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

VII. PUBLIC UTILITIES

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

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

VIII. DEVELOPER'S AGREEMENT TO COMPLETE IMPROVEMENTS

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

estimates of the costs to complete the itemized Improvements. Developer agrees that it will complete the Improvements, at its expense, regardless of what the costs will be.

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

IX. FINANCIAL SECURITY

Developer agrees to deliver an Irrevocable Letter of Credit (the "**LOC**") to Township to financially guarantee the completion of the Improvements that are required to be completed by Developer. The LOC shall be provided by Penn Community Bank, 295 N. Sycamore Street, Newtown, PA 18940 (hereinafter referred to as "**Penn Community**") in the amount of One Million Fifty-Seven Thousand Three Hundred Thirty-Seven Dollars and Forty-One Cents (\$1,057,337.41) (the "**Financial Security**"). The LOC shall be in the Township's name and shall be delivered on or before the time of the execution of this Agreement. This Financial Security represents the estimated amount of money necessary to complete the itemized Improvements set forth on the attached *Exhibit "B"* and is being delivered to Township for the express purpose of guaranteeing Developer's obligations under this Agreement and associated documents, including but not limited to, the attached Exhibits and the Plan, to construct the Improvements as shown on the Plan and as required by this Agreement. This Financial Security shall be extended from time to time as needed until the Improvements as described upon the Plan have been completed and Developer is released by Township from its obligations under this Agreement. No Building Permits will be issued for any building construction until the Financial Security is provided, and Developer has posted financial security for those required Improvements not included on *Exhibit "B."*

In the event that the Improvements are not installed pursuant to the terms of this Agreement, Township shall have the right and privilege to use this Financial Security pursuant to the provisions of this Agreement. Developer hereby agrees if Township determines that Developer has defaulted upon any obligation under this Agreement during the construction of the Project, Township shall have the right and privilege to make demand upon Penn Community for all or part of the amount secured by the Financial Security concerning such defaulted obligation. Any determination of default shall be within the sole discretion of Township and such determination shall constitute a failure to perform a material obligation. Payment to Township by Penn Community shall not require any affirmative declaration by Township concerning the validity of the announced default, and Developer does hereby authorize said payment. Any such payment made by Uninvest shall be used to cure the announced default and the resulting expenses incurred thereby, including but not limited to engineering fees, attorney's fees, construction or demolition costs, and repair costs. The Township shall return the remaining balance of said payment, if any, back to Penn Community, as appropriate, to be held as all or part of the Financial Security.

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

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

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

X. RETAINAGE

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

The purpose of the Retainage is to guarantee the construction, structural integrity, good working order, and repair of the Dedicated Improvements for the Maintenance Period. Developer hereby agrees if Township determines that Developer has defaulted upon any obligation under this Agreement during the Maintenance Period, Township shall have the right and privilege to make demand upon the holder of the Retainage for full payment of the Retainage or any part thereof. Any determination of default shall be within the sole discretion of Township and such determination shall constitute a failure to perform a material obligation. Payment to Township by the holder shall not require any affirmative declaration by Township concerning the validity of

the announced default, and Developer does hereby authorize said payment. Any such payment made by the holder shall be used to cure the announced default and the resulting expenses incurred thereby, including but not limited to engineering fees, attorney's fees, construction or demolition costs, and repair costs. Township shall return the remaining balance of said payment, if any, to the holder to be held as all or part of the Retainage.

XI. INDEMNIFICATION

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

XII. INSURANCE

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

- a. General Liability - Coverage for bodily injury in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; and property damage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, a combined coverage of One Million Dollars (\$1,000,000.00) for personal injury and property damage per occurrence and One Million Two Hundred Fifty Thousand Dollars

(\$1,250,000.00) in the aggregate may be provided. The general liability insurance shall, at a minimum, include the following endorsements: (1) Comprehensive Form; (2) Premises Operations; (3) Explosion and Collapsed Hazard; (4) Underground Hazard; (5) Products/Completed Operations Hazard; (6) Contractual Insurance; (7) Broad Form Property Damage; and (8) Independent Contractors.

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

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

In the event that Developer fails to provide the required proof of insurance, Township shall have the right to refuse to issue any further permits for the Project and to suspend any previously issued permits in effect at the time of the failure to deliver said proof of insurance until such policy is provided, and also authorizes the Township to obtain said insurance and to pursue any and all legal remedies necessary to collect the costs of obtaining said insurance from Developer or from the Financial Security or Escrow Account.

XIII. SUBCONTRACTORS AND MATERIALS

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

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

XIV. REMOVAL OF DEBRIS

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

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

XV. SAFETY PRECAUTIONS

At all times prior to completion of the Project and the expiration of the Maintenance Period, Developer shall have available twenty-four (24) hours a day, seven (7) days a week, two (2) separate individuals ("*Emergency Contacts*") who may be contacted by Township in the event of any emergency requiring action or consent on the part of Developer. These Emergency Contacts shall have full power to authorize, direct, or consent to any required emergency action

on the part of Developer, Township, any utility, any governmental agency, or any emergency service. The Emergency Contacts' names; addresses; and facsimile, telephone, mobile phone, and pager numbers shall be provided, in writing, to Township immediately following execution of this Agreement. Any change in an Emergency Contact's identity or information must be provided in writing to Township at least forty-eight (48) hours in advance of the change occurring, along with the date such change will take place. No permits shall be issued unless Township has current, up-to-date information regarding the Emergency Contacts.

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

XVI. EROSION AND SEDIMENTATION CONTROL

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

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

damage caused thereby, at Developer's expense. Developer further agrees to maintain control over dust or dirt blowing off the Property in accordance with the rules, regulations, and procedures of the Bucks County Conservation District.

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

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

The temporary storage and stockpiling of topsoil/subsoil upon the Property shall be in accordance with the Plan and shall be done in such a manner so as to cause minimal inconvenience to residents living on or adjacent to the Property with due regard given to health and safety considerations. Topsoil/subsoil unearthed for the construction of the Project shall be redistributed on-site. Provided there is sufficient topsoil on the Property, any lot, open space area, recreation area, buffer, or other area disturbed by grading activities shall be restored with a minimum of ten (10) inches, plus or minus one-half (1/2) inch, of topsoil. The storage or berming locations of topsoil shall be approved by Bucks County Conservation District and the Township Engineer prior to any topsoil being stored or stockpiled in those locations. No topsoil shall be removed from the Property without the express written permission of the Township Board of Supervisors.

All grading shall be conducted in accordance with the Plan, and all buildings shall be constructed at the elevation set forth on the Plan or on plot plans submitted at the time of building permit application and approved by the Township Engineer. Prior to framing any structure, Developer and its registered professional surveyor or engineer shall provide a Foundation As-Built Plan certifying the elevation of the proposed structure.

XVII. BLASTING

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

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

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

Developer shall provide at least fourteen (14) days prior written notice by first class mail, postage prepaid, to all persons residing upon or owning property located within one thousand (1,000) feet of the Property. This written notice shall advise such residents and property owners when blasting is expected to begin; the anticipated duration of such blasting activities; and the name, address, and policy number of the insurance company providing coverage for such

blasting activity. Proof of service of this notice to each resident/property owner shall be provided by Developer to Township as a condition for the issuance of a Blasting Permit.

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

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

XVIII. OBLIGATIONS OF DEVELOPER DURING CONSTRUCTION

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

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

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

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

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

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

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

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

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

If the Plan requires curbs, sidewalks, cartway widening or improvements, drainage improvements, streetlights, and/or any other right-of-way improvement on or along any existing or proposed road, such right-of-way improvements shall be constructed/laid in accordance with Township specifications and any other applicable specification and the Plan. No installation of blacktop or macadam on any roadway shall be permitted between October 31st and March 15th of any year without prior written approval of the Township Engineer.

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

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

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

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

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

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

All Improvements shall be constructed in accordance with the Plan and this Agreement. Prior to approval of and/or acceptance of dedication of the Improvements by the Township and during the Maintenance Period, Developer shall be responsible for all maintenance of the Improvements, including, but not limited to, normal repairs and upkeep, lawn mowing, and snow and ice removal. Developer acknowledges that upon completion of construction and/or completion of the Maintenance Period, the owner of the Property shall maintain all Improvements not dedicated to and accepted by Township in good repair, including, but not limited to, storm water facilities, signage, buffering, curbing, sidewalks, retaining walls, light standards, parking spaces including striping of same, fire lanes including striping of same, landscaping, and paved areas in accordance with Township ordinances, codes, rules, and regulations. Developer's obligation to repair, replace, and maintain the foregoing-described Improvements shall be deemed a covenant to run with the land and shall be binding upon Developer, its heirs, successors, and assigns. Notwithstanding the foregoing, Developer shall have no further obligations under this Agreement upon expiration of the Maintenance Period.

XX. TIME FOR COMPLETION

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

XXI. REIMBURSEMENT FOR COSTS AND EXPENSES

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

To ensure such reimbursement, Developer has established as a part of the Financial Security a sum of Fifty Thousand Dollars (\$50,000.00) with the understanding that the Fifty Thousand Dollars (\$50,000.00) is in addition to the funds being escrowed pursuant to Article IX as set forth within *Exhibit "B"* (hereinafter referred to as the "*Reimbursement Fund*"). If any invoice to Developer from Township for engineering, inspection, legal, or other professional services incurred by Township is not paid by Developer within thirty (30) days after presentation and Developer has not filed a timely challenge to the invoice pursuant to the Pennsylvania Municipalities Planning Code, Township is authorized to direct Penn Community to pay such invoice directly to Township from the Reimbursement Fund. In addition, Developer has established a contingency fund of Six Thousand Three Hundred Forty-Four Dollars and Forty Cents (\$6,344.40) as set forth within *Exhibit "B"* to cover any and all contingencies, cost overruns, and other events that may occur during the construction of the Project, including reimbursement of the Township for all professional service costs which it incurs during the Project (hereinafter referred to as the "*Contingency Fund*"). In the event that the Reimbursement Fund is insufficient to pay all Township-incurred costs, Developer agrees that the Contingency Fund may also be utilized to reimburse Township for such costs.

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

Township may withhold from the Financial Security such sums as Township may reasonably anticipate for counsel fees and expenses in connection with said litigation.

XXII. INSPECTIONS AND CERTIFICATE OF OCCUPANCY

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

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

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

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

XXIII. TOWNSHIP TO COMPLETE

In the event the work to be performed by Developer is not completed under the terms of this Agreement within the time specified in Paragraph XX, known as "Time for Completion",

Township, at its sole option, may perform the said work by its employees or by its designated contractors and shall receive as payment for the same all sums of money equal to the reasonable costs of such work from the Financial Security under the terms of this Agreement. If it decides to undertake this work, Township may make a demand upon the Financial Security prior to commencing the work and shall return any unused funds to Univest once the work is complete. Developer hereby agrees, upon written demand from Township through its Solicitor, to pay the same over to Township, without any further requirement in regards thereto, to reimburse Township for the reasonable cost of the hereinbefore-stated work and any other reasonable costs incurred by Township and owing to Township under the terms of this Agreement. In addition, Developer grants Township the right to enter any and all portions of the Property to install, construct, and maintain the Improvements.

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

XXIV. CAPITAL CONTRIBUTIONS

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

A. Developer shall pay a fee-in-lieu of Forty-Seven Thousand Four Hundred Seventy-Five Dollars and 55/100 Cents (\$47,475.55), for required public improvements waived by the Township as required by *Exhibit "A"*.

B. Developer shall pay a park and recreation fee for the Project of Seventeen Thousand Five Hundred Dollars (\$17,500.00), as required by *Exhibit "A"*.

C. Developer shall contribute Ten Thousand Dollars (\$10,000.00) to the Township for the Stormwater BMP fee, as required by *Exhibit "A"*.

D. Developer shall pay a fee in the amount of Four Thousand Three Hundred Thirty-Five Dollars (\$4,335.00) to the Township which shall accompany the required Stormwater Maintenance Agreement, as required by *Exhibit "A"*.

E. Developer shall upon execution of this agreement make a contribution of Five Hundred Dollars (\$500.00), to the Chalfont Fire Company in lieu of the installation of a fire hydrant.

F. Developer shall comply with the conditions of Resolution 2021-23 by the New Britain Township Board of Supervisors as referenced previously, including but not limited to the following:

1. Developer shall provide natural resource protection easements across the Property in accordance with the Township Zoning Ordinance. (Township Code §27-502.3, §27-505 & §27-2401.c)
2. Developer shall replant the riparian corridor where there is little or no existing vegetation. Thus, based on approximately 80 feet of exposed waterway on Lot 1, four (4) trees, twelve (12) shrubs, and appropriate groundcover shall be provided within 25 feet of the streambank, and the species of such plantings shall be in accordance with the Township Zoning Ordinance. (Township Code §27-2400. i.4).
3. Developer shall revise the Plan to remove any showing or indication of proposed or future connection of parcels not a part of the Project or the Property to public sewer. (Township Code §22-400, §22-401, §22-502.11, §22-503, §22-720.2)
4. Developer shall execute a Well Guarantee Agreement in a form and manner approved by the Township Solicitor and post the required Ten Thousand Dollar (\$10,000.00) financial security with the Township. (Township Code §22-719.7, §719.8 & §719.11)
5. Prior to recording of Final Plans, Developer shall submit all Homeowners' Association documents (if created) in a form approved by the Township Solicitor. (Township Code §22-406.1, §27-2703)
6. Section 714.3.A(1) – The Developer shall not be required to install street lights at the intersection of Township Line and Walters Roads, the intersection of the new Road A and Township Line Road, at the horizontal curve of the new Road A, and at the bulb of the cul-de-sac on new Road A, conditioned upon the Township Public Works and the Chief of Police confirming that no safety issues are created by not installing the required lighting.

XXV. REMEDIES AND WAIVER

If Township determines that a violation of the terms of this Agreement has occurred, it shall give written notice to Developer of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any

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

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

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

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

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

Nothing contained in this Agreement shall be construed to entitle Township to bring any action against Developer for any injury to or change in the Property resulting from causes beyond Developer's control, including, without limitation, fire, flood, storm, or earth movement,

or from any prudent action taken by Developer under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

XXVI. THIRD PARTY BENEFICIARIES

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

XXVII. GENDER

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

XXVIII. ASSIGNMENT

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

XXIX. SUCCESSORS AND ASSIGNS

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

XXX. AMBIGUITY IN THIS AGREEMENT

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

XXXI. EXTENT OF AGREEMENT

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

XXXII. GOVERNING LAW

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

XXXIII. SEVERABILITY

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


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**NEW BRITAIN TOWNSHIP
DEVELOPMENT AGREEMENT
7 Walters LLC - Lohin Subdivision
(Township Line and Walters Roads)
(Signatures)**

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

DEVELOPER

7 WALTERS LLC


Witness

BY: 
Name: Kowiewski
Title: PRESIDENT

TOWNSHIP:

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

Approved by the proper action of the Board of Supervisors of New Britain Township on the _____ day of _____, A.D., 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: Chairman

ATTEST:

Michael Walsh, Assistant Township Manager

EXHIBIT "A"

EXHIBIT "B"



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

April 11, 2023

File No. 17-05038

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

Reference: Michael Lohin, 7-Lot Subdivision
Township Line Road and Walters Road
Financial Security Exhibit

Dear Matt:

Gilmore & Associates, Inc. (G&A) has reviewed the estimated cost of construction prepared for the Lohin 7-Lot Residential Subdivision by R.L. Showalter & Associates, Inc. as related to the Subdivision and Land Development Plans for Mike Lohin, as prepared by R.L. Showalter & Associates, Inc., dated February 28, 2020, last revised March 15, 2023, consisting of sheets 1 to 22 of 22. We recommend the Developer obtain a Financial Security in the following amount, which we note excludes sewer service items which should be escrowed separately with the respective authority:

CONSTRUCTION FINANCIAL SECURITY:

Construction Cost:	-	\$988,488.55
10% Contingency:	-	\$98,848.86
Total Construction Cost:	-	\$1,087,337.41

We also recommend a separate cash escrow for engineering, legal and construction observation equivalent to 5% of the total construction escrow or **\$54,366.87**.

Enclosed is a copy of the form to be utilized by the Applicant when requesting release from the Construction Financial Security Fund. The quantities to be considered for release should be placed in the right-hand column for each construction item. Each request shall be accompanied by the spreadsheet and a cover letter stating the final dollar amount of the release request. Prior to making the release request, the Developer/Contractor and our Construction Observer should review the items requested for release.

If you have any questions, please do not hesitate to call.

Sincerely,

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

JM/tw/sl

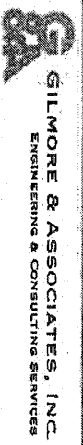
Encl.: Financial Security Exhibit/Escrow Status Report Form

cc: Michael Walsh, Assistant Manager
Ryan Gehman, Assistant Planning and Zoning Officer
John Bates, Financial Security Director
Sean Gresh/Jeffrey P. Garton, Esq., Begley, Carlin, & Mandio
Michael Lohin, Applicant

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

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

FINANCIAL SECURITY EXHIBIT



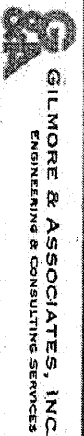
SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Lehigh Valley Stockpiles	TOTAL CONSTRUCTION:	\$ 988,488.55	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ -
PROJECT NO.:	17-0608	CONSTRUCTION CONTINGENCY:	\$ 98,948.86	REQUIRED RETAINAGE THIS RELEASE (10%):	\$ -
PROJECT OWNER:	Michael Lehigh	TOTAL ESCROW:	\$ 1,087,437.41	AMOUNT OF THIS RELEASE:	\$ -
MUNICIPALITY:	New Britain Township, Bucks County	INITIAL CASH ENG./INSP./LEGAL:	\$ 54,386.87	TOTAL CONSTRUCTION RELEASED TO DATE:	\$ -
ESCROW AGENT:	TBD	RELEASE NO.:		TOTAL RETAINAGE TO DATE:	\$ -
TYPE OF SECURITY:	TBD	RELEASE DATE:		TOTAL CONSTRUCTION CONTINGENCY REMAINING:	\$ 98,948.86
AGREEMENT DATE:	TBD			TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ 988,488.55

ESCROW TABULATION

CONSTRUCTION ITEMS	UNITS	QUANTITY	PRICE	TOTAL AMOUNT	CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE QUANTITY	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT		
EROSION & SEDIMENTATION CONTROLS												
1. Clearing	LS	1	\$ 15,000.00	\$ 15,000.00					1	\$ 15,000.00		
2. Rock Construction Entrance Site	EA	3	\$ 4,985.00	\$ 13,985.00					3	\$ 13,985.00		
3. Rock Construction Entrance Individual Lots	EA	5	\$ 1,500.00	\$ 7,500.00					5	\$ 7,500.00		
4. 12" Silt Sock	LF	1,760	\$ 5.00	\$ 8,800.00					1,760	\$ 8,800.00		
5. 18" Silt Sock for Topsoil Stockpiles	LF	910	\$ 8.00	\$ 7,280.00					910	\$ 7,280.00		
6. Concrete Washout	EA	1	\$ 1,045.00	\$ 1,045.00					1	\$ 1,045.00		
7. Tree Protection Fence/Compost Filter Sock	LF	2,475	\$ 1.85	\$ 4,578.75					2,475	\$ 4,578.75		
8. Inlet Protection - Silt Socks	EA	8	\$ 145.00	\$ 1,160.00					8	\$ 1,160.00		
9. Temporary Siltway - NAG SC150	SF	2,870	\$ 0.80	\$ 2,296.00					2,870	\$ 2,296.00		
10. Final Siltway - NAG SC150	SF	2,870	\$ 0.80	\$ 2,296.00					2,870	\$ 2,296.00		
11. Erosion Control Matting	SF	25,000	\$ 0.30	\$ 7,500.00					25,000	\$ 7,500.00		
12. Temporary Seed & Stabilize	SF	336,700	\$ 0.05	\$ 16,835.00					336,700	\$ 16,835.00		
13. Permanent Seeding	SF	73,550	\$ 0.10	\$ 7,355.00					73,550	\$ 7,355.00		
EARTHWORK												
Site Grading												
1. Basin & Temporary Shale Grading	LS	1	\$ 30,000.00	\$ 30,000.00					1	\$ 30,000.00		
2. Road A Grading	LS	1	\$ 35,000.00	\$ 35,000.00					1	\$ 35,000.00		
3. Finished Grading	LS	1	\$ 30,000.00	\$ 30,000.00					1	\$ 30,000.00		
Basin Construction												
4. Dewater/Derrick Basin	LS	1	\$ 26,010.00	\$ 26,010.00					1	\$ 26,010.00		
5. Out Fall (Export Excav)	LS	1	\$ 56,000.00	\$ 56,000.00					1	\$ 56,000.00		
6. 30' Arterial Soil Basin Bottom	CY	1,459	\$ 102.00	\$ 148,716.00					1,459	\$ 148,716.00		
7. 2' - 3' Leaf Mulch Layer	CY	165	\$ 11,162.25	\$ 1,841,771.25					165	\$ 1,841,771.25		
8. Rough Grade	SY	9,950	\$ 0.75	\$ 7,462.50					9,950	\$ 7,462.50		
9. Respread Topsoil 8"	CY	1,465	\$ 7.00	\$ 10,255.00					1,465	\$ 10,255.00		
STORM SEWER												
1. 18" RSP Class-3	LF	152	\$ 80.00	\$ 12,160.00					152	\$ 12,160.00		
2. 18" HDPE Temporary Quiet Pipe	LF	50	\$ 55.00	\$ 2,750.00					50	\$ 2,750.00		
3. 18" HDPE	LF	629	\$ 50.80	\$ 31,827.40					629	\$ 31,827.40		
4. 8" PVC (84' as HDPE)	LF	215	\$ 35.00	\$ 7,525.00					215	\$ 7,525.00		
5. 8" Cleanout	EA	1	\$ 842.00	\$ 842.00					1	\$ 842.00		
6. 6" Urethane	LF	215	\$ 21.00	\$ 4,515.00					215	\$ 4,515.00		
7. Type C Inlet	EA	5	\$ 3,000.00	\$ 15,000.00					5	\$ 15,000.00		
8. Type M Inlet	EA	1	\$ 1,500.00	\$ 1,500.00					1	\$ 1,500.00		
9. Yard Drains - 2x2 Precast Alternative	EA	1	\$ 3,000.00	\$ 3,000.00					1	\$ 3,000.00		
10. Manholes	EA	3	\$ 3,000.00	\$ 9,000.00					3	\$ 9,000.00		
11. 18" O-W Endwall	EA	2	\$ 2,000.00	\$ 4,000.00					2	\$ 4,000.00		
12. Temporary Riser	EA	1	\$ 4,527.00	\$ 4,527.00					1	\$ 4,527.00		
13. 3" Skimmer w/Stone Beem	EA	1	\$ 2,700.00	\$ 2,700.00					1	\$ 2,700.00		
14. Rip Rap	SF	375	\$ 10.00	\$ 3,750.00					375	\$ 3,750.00		

FINANCIAL SECURITY EXHIBIT

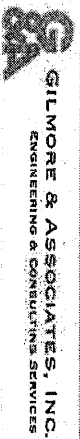


SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Lubin 74A Subdivision	TOTAL CONSTRUCTION:	\$ 988,488.55	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ -
PROJECT NO.:	17-05028	CONSTRUCTION CONTINGENCY:	\$ 98,848.86	REQUIRED RETAINAGE THIS RELEASE (10%):	\$ -
PROJECT OWNER:	Michael Lubin	TOTAL ESCROW:	\$ 1,087,337.41	AMOUNT OF THIS RELEASE:	\$ -
MUNICIPALITY:	New Britain Township, Bucks County	INITIAL CASH ENG./NSP/LEGAL:	\$ 54,356.97	TOTAL CONSTRUCTION RELEASED TO DATE:	\$ -
ESCROW AGENT:	TBD	RELEASE NO.:		TOTAL RETAINAGE TO DATE:	\$ -
TYPE OF SECURITY:	TBD	RELEASE DATE:		TOTAL CONSTRUCTION CONTINGENCY REMAINING:	\$ 98,848.86
AGREEMENT DATE:	TBD			TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ 988,488.55

CONSTRUCTION ITEMS	UNIT PRICE		TOTAL AMOUNT	CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE QUANTITY
	UNITS	QUANTITY		QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
VI. OFFSITE STORM SEWER - TOWNSHIP LINE ROAD										
1. Tie into Existing Storm Sewer	LS	1	\$ 1,000.00					1	\$ 1,000.00	
2. 18" RCP Class-3	LF	100	\$ 80.00					100	\$ 8,000.00	
3. Type M Inlet	EA	1	\$ 3,000.00					1	\$ 3,000.00	
4. 18" D/W Endwall	EA	2	\$ 2,000.00					2	\$ 4,000.00	
5. Rip Rap	SF	294	\$ 10.00					294	\$ 2,940.00	
VII. BASIN CONVERSION STORM SEWER										
1. 18" RCP Basin Outlet Pipe	LF	29	\$ 110.00					29	\$ 3,190.00	
2. 18" HDPE	LF	31	\$ 66.00					31	\$ 2,046.00	
3. 6" Underdrain w/ C.O.	LF	325	\$ 34.00					325	\$ 11,050.00	
4. Type M Inlet	EA	1	\$ 3,000.00					1	\$ 3,000.00	
5. Antiseep Collar	EA	2	\$ 1,500.00					2	\$ 3,000.00	
6. Outlet Structure	EA	1	\$ 4,000.00					1	\$ 4,000.00	
7. Level Spreader	EA	1	\$ 10,500.00					1	\$ 10,500.00	
8. Remove Temporary Pipe & Structures	LS	1	\$ 1,000.00					1	\$ 1,000.00	
VIII. BASIN ACCESS DRIVE										
1. 4" Stone Subbase	SY	170	\$ 27.00					170	\$ 4,590.00	
2. Goodlock 5150 w/Soil Bedding, Seed & Straw	SF	2,300	\$ 10.00					2,300	\$ 23,000.00	
IX. SITE PAVING & CONCRETE										
<i>Onsite</i>										
1. Concrete Curb	LF	1,595	\$ 23.00					1,595	\$ 36,685.00	
2. Fine Grade & Compact	SY	3,156	\$ 0.60					3,156	\$ 1,893.60	
3. 6" 3A Modified Stone	SY	3,156	\$ 13.50					3,156	\$ 42,606.00	
4. Tack Coat	LF	1,595	\$ 1.05					1,595	\$ 1,674.75	
5. 4.5" 25 MM	SY	3,156	\$ 27.30					3,156	\$ 86,158.80	
6. Sweep & Tack Coat	SY	3,156	\$ 0.65					3,156	\$ 2,051.40	
7. Mill The In Joint	LF	80	\$ 8.50					80	\$ 680.00	
8. 1.5" 9 Strm Weaving Course	SY	3,156	\$ 12.30					3,156	\$ 38,941.80	
<i>Township Line Road</i>										
1. 1.5" Mill (Full Width)	SY	2,815	\$ 8.50					2,815	\$ 23,927.50	
2. 1.5" 9 Strm Weaving Course (Full Width)	SY	2,815	\$ 12.30					2,815	\$ 34,624.50	

FINANCIAL SECURITY EXHIBIT



SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Lohn 71st Subdivision	TOTAL CONSTRUCTION:	\$ 98,488.55	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ -
PROJECT NO.:	17-05038	CONSTRUCTION CONTINGENCY:	\$ 98,488.55	REQUIRED RETAINAGE THIS RELEASE (10%):	\$ -
PROJECT OWNER:	Michael Lohn	TOTAL ESCROW:	\$ 1,087,377.41	AMOUNT OF THIS RELEASE:	\$ -
MUNICIPALITY:	New Britain Township, Bucks County	INITIAL CASH ENG./NSP LEGAL:	\$ 54,388.87	TOTAL CONSTRUCTION RELEASED TO DATE:	\$ -
ESCROW AGENT:	TBD	RELEASE NO.:		TOTAL RETAINAGE TO DATE:	\$ -
TYPE OF SECURITY:	TBD	RELEASE DATE:		TOTAL CONSTRUCTION CONTINGENCY REMAINING:	\$ 98,488.55
AGREEMENT DATE:	TBD			TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ 98,488.55

CONSTRUCTION ITEMS	UNITS	QUANTITY	PRICE	TOTAL AMOUNT	CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE QUANTITY	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT		
VII LANDSCAPING:												
Street Trees												
1. AR - Red Maple, 3"	EA	21	\$ 505.00	\$ 10,605.00					21	\$ 10,605.00		
2. TC - Little Leaf Lardier, 3"	EA	18	\$ 505.00	\$ 9,090.00					18	\$ 9,090.00		
3. ZS - Green Vase Japanese Zelkova, 3"	EA	15	\$ 505.00	\$ 7,575.00					15	\$ 7,575.00		
Deciduous & Evergreen Trees												
4. CB - Swamp White Oak, 3"	EA	11	\$ 505.00	\$ 5,555.00					11	\$ 5,555.00		
5. OA - White Oak, 3"	EA	5	\$ 515.00	\$ 2,575.00					5	\$ 2,575.00		
6. PA - Norway Spruce, 6'	EA	12	\$ 325.00	\$ 3,900.00					12	\$ 3,900.00		
Deciduous & Evergreen Shrubs												
7. BI - Blue Holly Stars, 30"	EA	25	\$ 125.00	\$ 3,125.00					25	\$ 3,125.00		
8. IV - Winter Red Winterberry Holly, 42"	EA	18	\$ 140.00	\$ 2,520.00					18	\$ 2,520.00		
Ribarian Buffer Plantings												
9. CB - Swamp White Oak, 3"	EA	2	\$ 505.00	\$ 1,010.00					2	\$ 1,010.00		
10. BN - River Birch, 3"	EA	2	\$ 505.00	\$ 1,010.00					2	\$ 1,010.00		
11. MD - Arrowhead, Southern, 30"	EA	7	\$ 325.00	\$ 2,275.00					7	\$ 2,275.00		
12. RS - Strub - 30"	EA	5	\$ 325.00	\$ 1,625.00					5	\$ 1,625.00		
Additional Items												
13. Perm. Erixxx - 126 - Bash Floor	SF	19,352	\$ 0.15	\$ 2,902.80					19,352	\$ 2,902.80		
14. Perm. Erixxx - 178 - Riparian Buffer	SF	5,290	\$ 0.15	\$ 793.50					5,290	\$ 793.50		
15. Freight Charge	LS	1	\$ 2,600.00	\$ 2,600.00					1	\$ 2,600.00		
IX MISCELLANEOUS												
1. Traffic Control	LS	1	\$ 2,750.00	\$ 2,750.00					1	\$ 2,750.00		
2. Signing	LS	1	\$ 2,500.00	\$ 2,500.00					1	\$ 2,500.00		
3. Signs	LS	1	\$ 2,500.00	\$ 2,500.00					1	\$ 2,500.00		
4. Concrete Markings	EA	22	\$ 200.00	\$ 4,400.00					22	\$ 4,400.00		
5. Iron Pins	EA	61	\$ 100.00	\$ 6,100.00					61	\$ 6,100.00		
6. Stoney and Ashalts	LS	1	\$ 6,000.00	\$ 6,000.00					1	\$ 6,000.00		



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

BOARD MOTION

Date: October 16, 2023

I MOVE THAT: The Board **approve / table** the 2024 Road Program and authorize advertisement in January 2024, per the attachment.

Presented By: _____

Seconded By: _____



Proposed 2024 Road Program

Supervisors

Bill Jones, Chair

Stephanie Shortall, Vice - Chair

Greg Hood

Cynthia Jones

MaryBeth McCabe, Esq.



MEMO

TO: Board of Supervisors, John Granger
FROM: Michael Walsh & Ryan Cressman
DATE: October 12, 2023
RE: 2024 Road Program

The Board of Supervisors has communicated the need to develop a multi-year paving program and has authorized Township staff to establish a modern data-driven plan. The Township has contracted with Roadbotics by Michelin, specializing in GIS mapping technology that will enable New Britain Township to assess and manage the Township's road networks objectively.

Given the need to develop a Road Program for the current year, Township staff developed a two-year road program in 2023 to help the Township span the gap until a more comprehensive three-year data-driven road program is fully developed. This two-year road program allowed staff the time to provide the proper notifications to Township residents living on the roads included in the 2024 Road Program.

Per Resolution 2016-27, "Approximately 12-14 months prior to the paving of a Township road under the Township's Annual Road Program, an inspection shall be completed of all curbing, curb ramps, sidewalks, paths, trails, driveway aprons, gutters, and swales located within the right-of-way of that road; each property owner shall be notified in writing of any deficiencies discovered and will be given 12-months to obtain a permit to complete the required work and come into compliance."

Residents affected by the 2024 Road Program received two notifications in July and August 2023.

Past practice by the Township has been to fund the annual road paving program through the state's liquid fuels money, with an additional \$100,000 from the General Fund for supplemental in-house paving work. The Township has a Liquid Fuels Fund cash account balance of \$824,863 as of August 31, 2023. Township staff anticipates receiving approximately \$407,348 of state liquid fuel funds in 2024 as planned for in the 2024 Final Budget. This would give the Township an estimated \$1,332,211 for use in 2024.

Staff Recommendation:

Approve the 2024 Road Program and authorize the advertisement of the 2024 Road Program for January 2024.



2024 Road Program



New Britain Township

Road Program

2024 Summary

The 2024 Road Program would consist of milling 1 ½”, scratching/ leveling ½”, and paving a top course with 1 ½” of 9.5mm Superpave. Any deficient curbing and sidewalks throughout these developments would need to be addressed by the residents prior to any milling and paving. All residents will be notified not less than 12 months prior to their road being paved. All ADA ramps (handicap ramps) would be upgraded at the necessary intersections by New Britain Township to meet all federal and state regulations. All costs associated with milling, scratching, and paving, as well as the ADA ramps would be funded through Liquid Fuels. All curbing, sidewalk, and driveway apron costs are not eligible to be paid from Liquid Fuels and would need to be funded through the General Fund.

The roadways included in this project are:

- Glen Drive 0.33 Miles
- Marshall Circle 0.08 Miles
- Brook Lane 0.14 Miles
- Britain Wood Circle 0.15 Miles

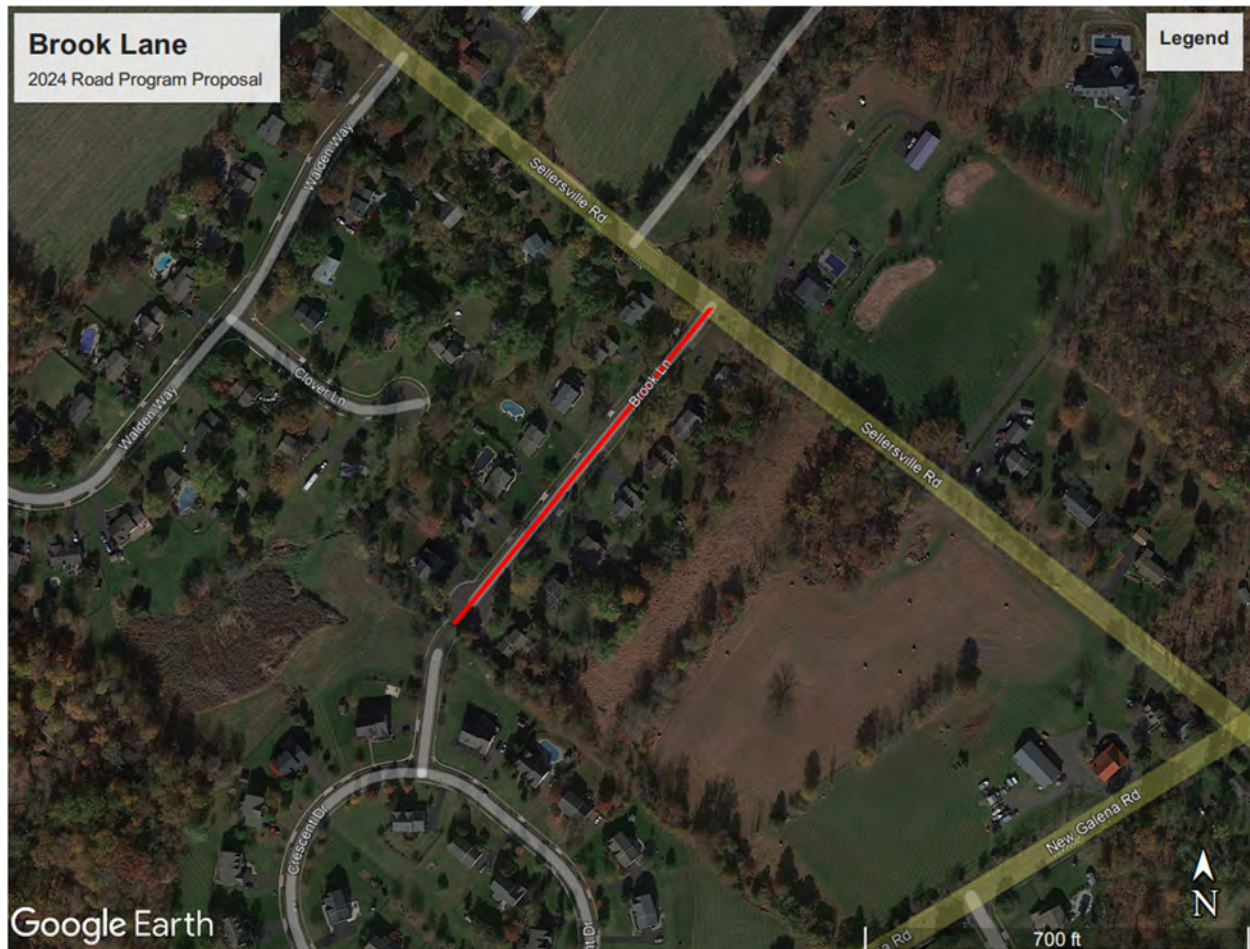
2024 Road Program would total 0.70 Miles



Road Breakdown

Street Name	From	To	Miles
Brook Lane	Sellersville Road	Cul-de-sac	0.14

Description	Quantity	Cost
1.5" Mill (Sq Yds)	2464.00	\$ 7,697.95
0.5" Scratch Course (Tons)	73.92	\$ 8,444.13
1.5" Superpave Course (Tons)	221.76	\$ 25,502.40
Curbs (LF)	461.00	\$ 60,083.67
Sidewalks (Sq Ft)	0.00	\$ -
Aprons (Sq Ft)	0.00	\$ -
ADA Ramps (Sq Ft)	230.00	\$ 10,315.50
Total		\$ 112,043.64



Street Name	From	To	Miles
Glen Drive	Sellersville Road	Marshall Circle	0.21

Description	Quantity	Cost
1.5" Mill (Sq Yds)	3696.00	\$ 11,546.92
0.5"Scratch Course (Tons)	110.88	\$ 12,666.19
1.5" Superpave Course (Tons)	332.64	\$ 38,253.60
Curbs (LF)	216.00	\$ 28,152.00
Sidewalks (Sq Ft)	0.00	\$ -
Aprons (Sq Ft)	0.00	\$ -
ADA Ramps (Sq Ft)	345.00	\$ 15,473.25
Total		\$ 106,091.96

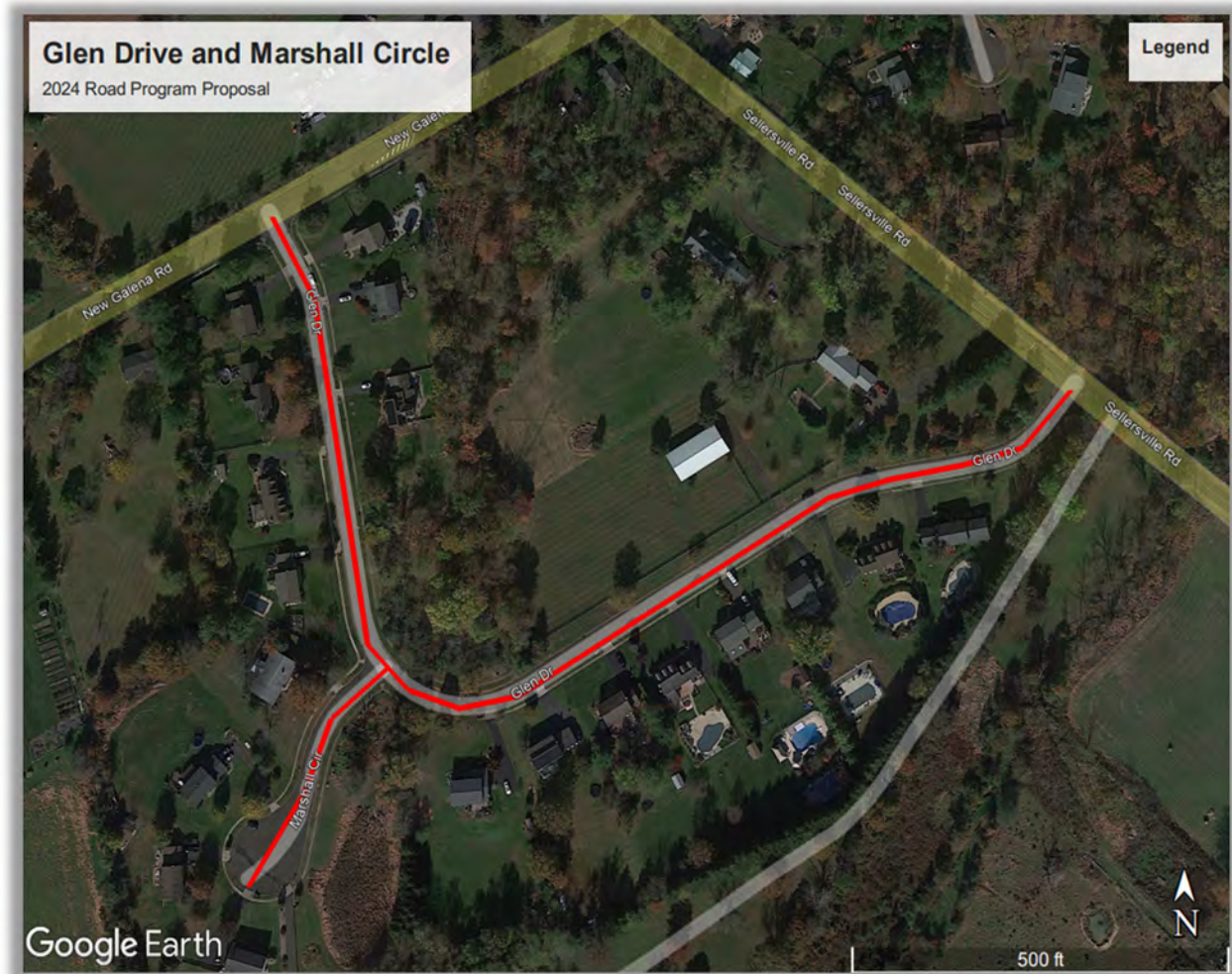
Street Name	From	To	Miles
Glen Drive	Marshall Circle	Sellersville Road	0.12

Description	Quantity	Cost
1.5" Mill (Sq Yds)	2112.00	\$ 6,598.24
0.5"Scratch Course (Tons)	63.36	\$ 7,237.82
1.5" Superpave Course (Tons)	190.08	\$ 21,859.20
Curbs (LF)	108.00	\$ 14,076.00
Sidewalks (Sq Ft)	0.00	\$ -
Aprons (Sq Ft)	0.00	\$ -
ADA Ramps (Sq Ft)	345.00	\$ 15,473.25
Total		\$ 65,244.51



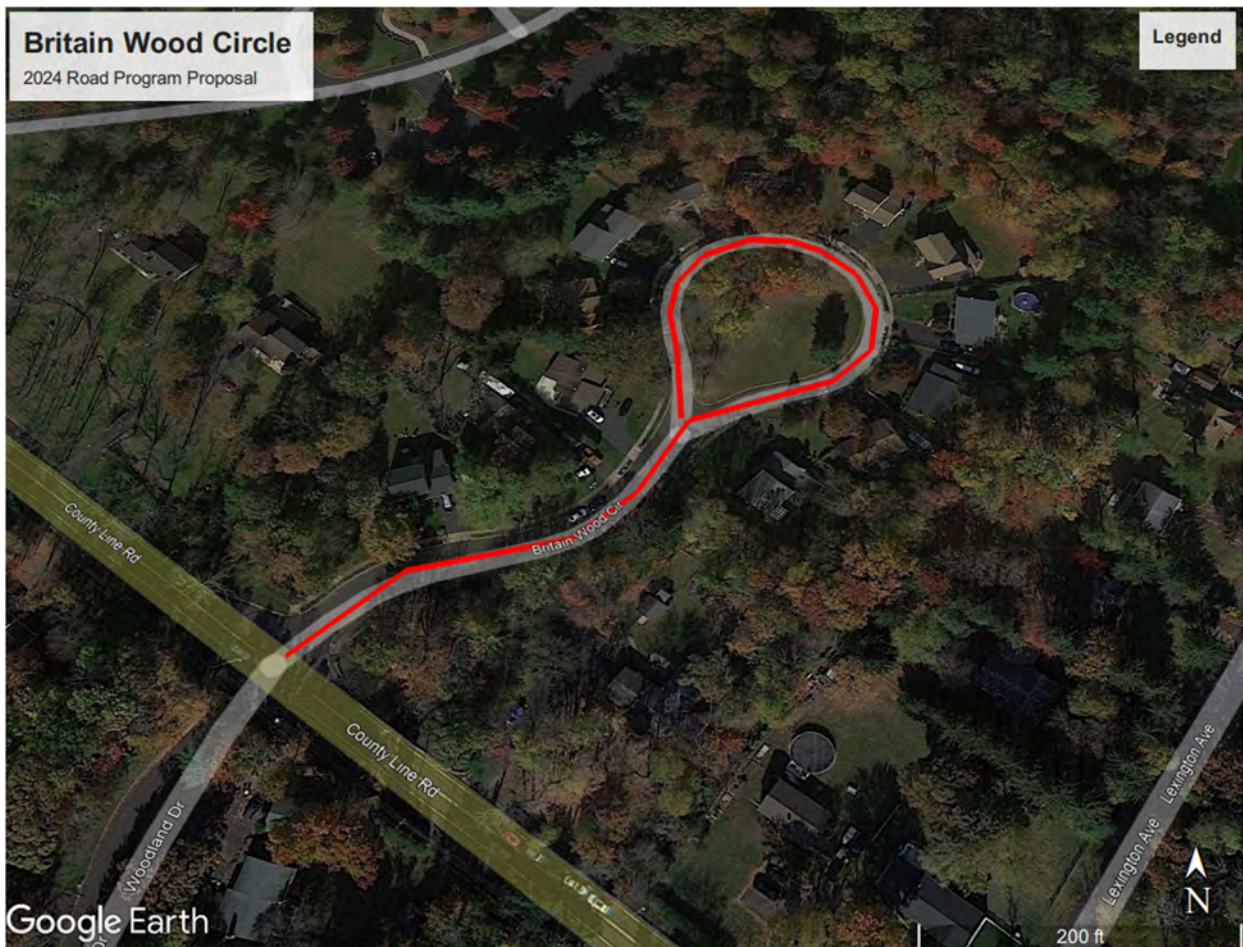
Street Name	From	To	Miles
Marshall Circle	Glen Drive	Cul-de-sac	0.08

Description	Quantity	Cost
1.5" Mill (Sq Yds)	1408.00	\$ 4,398.83
0.5" Scratch Course (Tons)	42.24	\$ 4,825.22
1.5" Superpave Course (Tons)	126.72	\$ 14,572.80
Curbs (LF)	117.00	\$ 15,249.00
Sidewalks (Sq Ft)	0.00	\$ -
Aprons (Sq Ft)	0.00	\$ -
ADA Ramps (Sq Ft)	0.00	\$ -
Total		\$ 39,045.84



Street Name	From	To	Miles
Britain Wood Circle	County Line Road	Cul-de-sac	0.15

Description	Quantity	Cost
1.5" Mill (Sq Yds)	2640.00	\$ 8,247.80
0.5" Scratch Course (Tons)	79.20	\$ 9,047.28
1.5" Superpave Course (Tons)	237.60	\$ 27,324.00
Curbs (LF)	158.00	\$ 20,592.67
Sidewalks (Sq Ft)	0.00	\$ -
Aprons (Sq Ft)	0.00	\$ -
ADA Ramps (Sq Ft)	230.00	\$ 10,315.50
Total		\$ 75,527.25



2024 Cost Summary*

Description	Total Cost
1.5" Mill (Sq Yds)	\$ 38,489.73
0.5" Scratch Course (Tons)	\$ 42,220.64
1.5" Superpave Course (Tons)	\$ 127,512.00
Curbs (LF)	\$ 138,153.33
Sidewalks (Sq Ft)	\$ -
Aprons (Sq Ft)	\$ -
ADA Ramps (Sq Ft)	\$ 51,577.50

Total Paving Costs	\$ 208,222.37
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Total Concrete Costs	\$ 189,730.83
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*All curb concrete/resident costs are based on an inspection from 2023.

Liquid Fuels Fund – Expenses

Total Eligible Cost	\$ 259,799.87
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Total Ineligible Costs**	\$ 138,153.33
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**Curbs, Sidewalks, & Driveway Aprons are not eligible expenses for Liquid Fuels Funds.



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

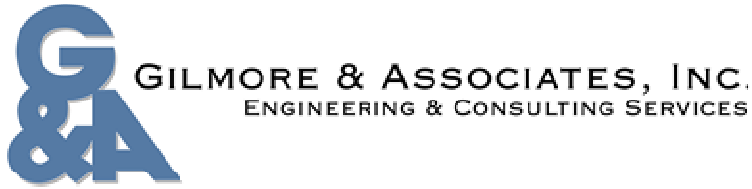
BOARD MOTION

Date: October 16, 2023

I MOVE THAT: The Board award / table to award the base bid and all the alternatives to AH Cornell and Son for the 1606 Upper State Road – Neshaminy Greenway Trail Bid, per the attachments.

Presented By: _____

Seconded By: _____



October 13, 2023

File No.: 17-02021-01

John Granger, Interim Township Manager
New Britain Township
207 Park Avenue
Chalfont, PA 18914

Reference: Neshaminy Greenway Trail – 1606 Upper State Road
Bid Award Recommendation

Dear John:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the six (6) bids submitted for the above-referenced project. The bids have been tabulated and attached for your review.

Upon examination, we have determined that A.H. Cornell & Son, Inc. is the lowest responsible and responsive bidder for the project. All the required bid documents were received and completed, and a Bid Bond was included in the amount of 10% of the bid. A.H. Cornell & Son, Inc. has bid on and completed trail and site construction projects over the past 65 years and our office has found no issues with awarding them the bid.

As the Township has received a grant from DCNR from the Keystone Recreation, Park and Conservation Fund in the amount of \$225,000, we recommend that the contract for the Neshaminy Greenway Trail project be awarded to **A.H. Cornell & Son, Inc. for all items included in the Base and Add-Alternate Bids in the amount of \$224,078.00**. The Township will be responsible for in-kind services as their match for the grant.

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

Sincerely,

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

JM/tw

Enclosure: As referenced

cc: Michael Walsh, Assistant Manager
Ryan Cressman, Public Works Superintendent
Chris Stanford, P.E., PTOE, PMP, Design Engineer, Michael Baker Intl.
Sean Gresh, Esq./Jeffrey Garton, Esq., Township Solicitors, Begley, Carlin & Mandio, LLP
Craig D. Kennard, P.E., E.V.P., Gilmore & Associates, Inc.
Brian Dusault, Construction Manager, Gilmore & Ass

BUILDING ON A FOUNDATION OF EXCELLENCE

CLIENT: New Britain Township
 PROJECT: NGT Coleman Trail
 PROJECT NUMBER: 17-02021
 PROJECT BID DATE: 10/05/2023

AH Cornell and Son
 2362 York Road
 Jamison, PA 18925
 215-343-1830

GoreCon Inc.
 3240 Bristol Rd
 Chalfont, PA 18914
 267-880-0890

Associated Paving Contractors Inc.
 1525 Campus Drive
 Warminster, PA 18974
 215-672-8000

#	DESCRIPTION	QUANTITY & UNITS	
Base Bid			
1	Clearing and Grubbing	1	LS
2	Mobilization	1	LS
3	Class 1 Excavation for Trail	1	LS
4	Subbase 6" Depth (No. 2A)	1	LS
5	Stone Gateway Columns with Metal Signs Construction	1	LS
6	Stone Boulders	1	LS

UNIT PRICE	TOTAL
\$21,500.00	\$21,500.00
\$21,000.00	\$21,000.00
\$39,000.00	\$39,000.00
\$35,500.00	\$35,500.00
\$32,580.00	\$32,580.00
\$2,800.00	\$2,800.00

UNIT PRICE	TOTAL
\$15,322.00	\$15,322.00
\$1,422.00	\$1,422.00
\$40,000.00	\$40,000.00
\$71,825.00	\$71,825.00
\$42,580.00	\$42,580.00
\$606.00	\$606.00

UNIT PRICE	TOTAL
\$26,800.00	\$26,800.00
\$4,800.00	\$4,800.00
\$32,800.00	\$32,800.00
\$49,600.00	\$49,600.00
\$47,750.00	\$47,750.00
\$4,000.00	\$4,000.00

Alternates			
8	Undercutting Unsuitable Material For Trail (per SY)	1	SY
9	Asphalt Truck Rental	1	LS
10	Landscape Plantings (Furnish and Delivery Only)	1	LS
11	6' Recycled Plastic Bench With Back (Furnish and Delivery Only)	1	LS
12	Split Rail Fence (Furnish and Delivery Only)	1	LS
13	Signs (Furnish and Delivery Only)	1	LS
14	Steel Bike Racks (Furnish and Delivery Only)	1	LS
15	Special Sign #2 (Furnish and Delivery Only)	1	LS
16	Single-Leaf Swing Gate (Furnish and Delivery Only)	1	LS
17	Removable Bollards (Furnish and Delivery Only)	1	LS
18	Temporary Protective Fence (Furnish and Delivery Only)	1	LS
19	Trail Map Kiosk (Furnish and Delivery Only)	1	LS
20	Concrete Wheel Stops (Furnish and Delivery Only)	1	LS
21	Trail Paving (Furnish and Install)	1	LS

AH Cornell and Son	
\$86.00	\$86.00
\$15,500.00	\$15,500.00
\$1,800.00	\$1,800.00
\$1,250.00	\$1,250.00
\$2,500.00	\$2,500.00
\$4,500.00	\$4,500.00
\$1,375.00	\$1,375.00
\$4,300.00	\$4,300.00
\$1,750.00	\$1,750.00
\$500.00	\$500.00
\$1,200.00	\$1,200.00
\$3,600.00	\$3,600.00
\$2,337.00	\$2,337.00
\$31,000.00	\$31,000.00

GoreCon Inc.	
\$200.00	\$200.00
\$3,541.00	\$3,541.00
\$1,784.00	\$1,784.00
\$2,350.00	\$2,350.00
\$3,032.00	\$3,032.00
\$2,512.00	\$2,512.00
\$2,909.00	\$2,909.00
\$1,975.00	\$1,975.00
\$2,522.00	\$2,522.00
\$1,090.00	\$1,090.00
\$490.00	\$490.00
\$3,632.00	\$3,632.00
\$1,786.00	\$1,786.00
\$29,244.00	\$29,244.00

Associated Paving Contractors Inc.	
\$425.00	\$425.00
\$18,000.00	\$18,000.00
\$7,200.00	\$7,200.00
\$1,700.00	\$1,700.00
\$5,050.00	\$5,050.00
\$1,600.00	\$1,600.00
\$3,730.00	\$3,730.00
\$3,550.00	\$3,550.00
\$2,640.00	\$2,640.00
\$1,530.00	\$1,530.00
\$500.00	\$500.00
\$3,000.00	\$3,000.00
\$1,250.00	\$1,250.00
\$48,825.00	\$48,825.00

Total Base Bid	\$152,380.00	\$171,755.00	\$165,750.00
Total Alternates	\$71,698.00	\$57,067.00	\$99,000.00
Base Bid Plus Alternates	\$224,078.00	\$228,822.00	\$264,750.00

CLIENT: New Britain Township
 PROJECT: NGT Coleman Trail
 PROJECT NUMBER: 17-02021
 PROJECT BID DATE: 10/05/2023

T. Schiefer Contractors, Inc.
 3864 Old Easton Road
 Doylestown, PA 18902
 215-345-1521

Road-Con, Inc.
 902 Camaro Run Drive
 West Chester, PA 19380
 610-429-8089

Land Tech Enterprises
 3084 Bristol Road
 Warrington, PA 18976
 215-491-1470

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Base Bid									
1	Clearing and Grubbing	1	LS	\$10,000.00	\$10,000.00	\$62,600.00	\$62,600.00	\$19,000.00	\$19,000.00
2	Mobilization	1	LS	\$10,000.00	\$10,000.00	\$31,800.00	\$31,800.00	\$10,000.00	\$10,000.00
3	Class 1 Excavation for Trail	1	LS	\$42,000.00	\$42,000.00	\$31,600.00	\$31,600.00	\$37,000.00	\$37,000.00
4	Subbase 6" Depth (No. 2A)	1	LS	\$36,000.00	\$36,000.00	\$39,700.00	\$39,700.00	\$45,000.00	\$45,000.00
5	Stone Gateway Columns with Metal Signs Construction	1	LS	\$60,000.00	\$60,000.00	\$72,000.00	\$72,000.00	\$54,000.00	\$54,000.00
6	Stone Boulders	1	LS	\$2,500.00	\$2,500.00	\$2,600.00	\$2,600.00	\$4,500.00	\$4,500.00

Alternates				T. Schiefer Contractors, Inc.		Road-Con, Inc.		Land Tech Enterprises	
#	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
8	Undercutting Unsuitable Material For Trail (per SY)	1	SY	\$250.00	\$250.00	\$225.00	\$225.00	\$300.00	\$300.00
9	Asphalt Truck Rental	1	LS	\$24,000.00	\$24,000.00	\$18,600.00	\$18,600.00	\$17,400.00	\$17,400.00
10	Landscape Plantings (Furnish and Delivery Only)	1	LS	\$10,000.00	\$10,000.00	\$3,300.00	\$3,300.00	\$2,425.00	\$2,425.00
11	6' Recycled Plastic Bench With Back (Furnish and Delivery)	1	LS	\$3,000.00	\$3,000.00	\$2,100.00	\$2,100.00	\$1,650.00	\$1,650.00
12	Split Rail Fence (Furnish and Delivery Only)	1	LS	\$5,600.00	\$5,600.00	\$10,800.00	\$10,800.00	\$2,750.00	\$2,750.00
13	Signs (Furnish and Delivery Only)	1	LS	\$3,000.00	\$3,000.00	\$1,800.00	\$1,800.00	\$2,100.00	\$2,100.00
14	Steel Bike Racks (Furnish and Delivery Only)	1	LS	\$6,000.00	\$6,000.00	\$1,300.00	\$1,300.00	\$2,800.00	\$2,800.00
15	Special Sign #2 (Furnish and Delivery Only)	1	LS	\$4,000.00	\$4,000.00	\$1,600.00	\$1,600.00	\$5,200.00	\$5,200.00
16	Single-Leaf Swing Gate (Furnish and Delivery Only)	1	LS	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$3,100.00	\$3,100.00
17	Removable Bollards (Furnish and Delivery Only)	1	LS	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$700.00	\$700.00
18	Temporary Protective Fence (Furnish and Delivery Only)	1	LS	\$2,000.00	\$2,000.00	\$900.00	\$900.00	\$625.00	\$625.00
19	Trail Map Kiosk (Furnish and Delivery Only)	1	LS	\$3,000.00	\$3,000.00	\$2,700.00	\$2,700.00	\$2,400.00	\$2,400.00
20	Concrete Wheel Stops (Furnish and Delivery Only)	1	LS	\$2,500.00	\$2,500.00	\$2,100.00	\$2,100.00	\$1,250.00	\$1,250.00
21	Trail Paving (Furnish and Install)	1	LS	\$46,000.00	\$46,000.00	\$58,000.00	\$58,000.00	\$147,500.00	\$147,500.00

Total Base Bid	\$160,500.00	\$240,300.00	\$169,500.00
Total Alternates	\$114,350.00	\$106,025.00	\$190,200.00
Base Bid Plus Alternates	\$274,850.00	\$346,325.00	\$359,700.00



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

BOARD MOTION

Date: October 16, 2023

I MOVE THAT: The Board **approve / table authorizing the Township Solicitor to close inactive Legal & Engineering Escrow Accounts.**

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: October 16, 2023

I MOVE THAT: The Board **appoint / table** _____ to the Environmental Advisory Committee for a 3-Year term.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: October 16, 2023

I MOVE THAT: The Board **appoint / table** _____ to the Environmental Advisory Committee for a 2-Year term.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: October 16, 2023

I MOVE THAT: The Board **appoint / table** _____ to the Environmental Advisory Committee for a 2-Year term.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: October 16, 2023

I MOVE THAT: The Board **appoint / table** _____ to the Environmental Advisory Committee for a 1-Year term.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: October 16, 2023

I MOVE THAT: The Board **appoint / table** _____ to the Environmental Advisory Committee for a 1-Year term.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: October 16, 2023

I MOVE THAT: The Board **appoint / table** _____ as the Chair of the Environmental Advisory Committee.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: October 16, 2023

I MOVE THAT: The Board **approve / table** the Bucks County Planning Commission's Open Space Plan Proposal, per the attachments.

Presented By: _____

Seconded By: _____

PLANNING SERVICES AGREEMENT
Project Specific

NOTE: Please leave the Agreement date blank. Date will be entered by the COUNTY effective the date the Commissioners approve the contract.

THIS AGREEMENT, made this ____day of _____, 2023, by and in conjunction with the COUNTY OF BUCKS (hereinafter called the "COUNTY") and the New Britain Township Board of Supervisors (hereinafter called the "MUNICIPALITY").

WITNESSETH

WHEREAS, the COUNTY has established a County Planning Agency designated as the Bucks County Planning Commission in accordance with Article II of the Municipalities Planning Code, as amended, and

WHEREAS, the COUNTY employs as regular employees, a professional, administrative, and technical staff to assist the aforesaid planning agency in carrying out its duties and functions, and

WHEREAS, pursuant to Section 210 of the Municipalities Planning Code aforesaid, the COUNTY is authorized to perform planning services for the MUNICIPALITY and to enter into an agreement for work as described in Attachment A, New Britain Township Open Space Plan Update.

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

1. Description of Professional Services

The COUNTY and the MUNICIPALITY hereby agree that the COUNTY, through its professional, administrative, and technical staff aforesaid, will provide such planning services to the MUNICIPALITY as are set forth in Attachment A, New Britain Township Open Space Plan Update, which is attached hereto and made a part hereof.

2. Cost of Services

(a) The MUNICIPALITY hereby agrees to pay the COUNTY for services performed on an hourly rate not-to-exceed basis according to the stipulated fees per Attachment A, New Britain Township Open Space Plan Update. The maximum, not-to-exceed fee is estimated at \$17,020 (excludes optional professional survey).

3. Other Costs

The MUNICIPALITY hereby agrees that, separate from and in addition to its obligation to pay the COUNTY for services performed as set forth in paragraph 2 above, it shall pay the COUNTY for all other costs incurred by the COUNTY in the performance of the services described in paragraph 1 above. Such other costs shall include but not be limited to the following: cost of materials, and reproduction. No charge will be made for travel costs, telephone, faxing, or other incidental overhead expenses.

4. Billing and Payment

- (a) The Parties agree that the COUNTY shall submit bills to the MUNICIPALITY specifying the services performed, the time expended in performing the services, other costs incurred and the amount of same. The Parties agree that there is hereby established a monthly billing procedure.
- (b) The MUNICIPALITY agrees to promptly pay all bills submitted by the COUNTY without setoff or deduction within 30 days of the billing; in the event of a question or dispute over a billing entry or entries, the Parties will meet and confer to resolve any issues and pending such resolution the MUNICIPALITY shall be entitled to withhold that portion of the payment relating to the question or dispute.
- (c) The MUNICIPALITY agrees that the COUNTY shall not be liable for any damages, increased costs, or other losses, which may be incurred by the MUNICIPALITY as a result of the interruption or non-completion of the services described in Paragraph 1 above.

5. Governing Law and Subordination to Existing Law

- (a) The Parties agree that this agreement is subordinate to the provisions of the Municipalities Planning Code, aforesaid, and to any other applicable law and that it shall not be interpreted or construed to limit, modify, or alter in any way the rights, powers or duties of the MUNICIPALITY and the COUNTY, the MUNICIPALITY and the COUNTY Planning Agency or their staff as set forth therein.
- (b) The Parties further agree that to the extent that the professional services described herein as well as the work product developed and provided to the MUNICIPALITY by the COUNTY hereunder are matters public in nature and public records respectively, as the Parties hereto will jointly address, confirm, and agree if and when called into question, the COUNTY and the MUNICIPALITY are authorized to release such information concerning the same to the general public, as applicable Law and regulations require.
- (c) This agreement shall be governed by the construed in accordance with the applicable laws of the Commonwealth of Pennsylvania.

6. Term and Termination

This agreement will be effective for two years from the date of the Bucks County Commissioners' signing. All contract work and municipal appointments must be approved by the Bucks County Commissioners at a public meeting. This agreement may be terminated, with or without cause, by either party hereto, by giving 30 days written notice to the other party. Termination will have no effect on the rights and obligations of the parties arising from any transactions taking place before the effective date of termination.

7. Modification

This agreement may not be altered or modified in any way except in writing executed by the Parties hereto.

8. Assignment

This agreement may not be assigned or transferred without the express written consent of the Parties hereto.

9. Indemnity

The Parties each mutually agree to indemnify and hold harmless the other, its officers, directors, agents, and employees in the case of the COUNTY and, its Council members, Mayor, Manager, agents, and employees in the case of the MUNICIPALITY, from and against any threats of claims, claims, actions, judgments, or liabilities of any kind which may be asserted against them by third parties in connection with, or arising out of, the performance of either of the Parties under this Agreement.

10. Severability

If any portion of this agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

11. County IT Policies

Consultant (Or Provider, etc.) and all subcontractors have access to, and agree to comply with all Bucks County IT Policies. Failure to comply with Bucks County's IT policies may result in administrative and/or physical restrictions on vendor access. Continued failure to comply with Bucks County's IT policies may result in termination of applicable contract(s) and action for damages. A link to the policies can be found here:

<https://www.buckscounty.gov/DocumentCenter/View/4013/PurchasingITPolicies>

Both the COUNTY and the MUNICIPALITY further agree to comply with the other Party's policy relating to records retention.

12. Assurance

The Parties each agree to take such further action and to undertake such additional performance as the other may reasonably request from time to time in furtherance of the terms set forth above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

New Britain Township

Name: _____

Chairperson
Board of Supervisors

Date: _____

Vice Chairperson

Member

COUNTY

Date: _____

Robert J. Harvie Jr., Chair
Bucks County Commissioner

Diane M. Ellis-Marseglia, LCSW, Vice Chair
Bucks County Commissioner

Gene DiGirolamo, Secretary
Bucks County Commissioner

Attest: _____
Gail A. Humphrey, Deputy COO-Chief Clerk

Date: _____

**Please sign the PSA and either email to Evan Stone at estone@buckscounty.org or
mail to BCPC at 1260 Almshouse Road, Doylestown, PA 18901**

ATTACHMENT A

See attached proposal for scope of work and estimated fees

New Britain Township Open Space Plan Update

Proposal for New Britain Township



Submitted by:
The Staff of the Bucks County Planning Commission

February 24, 2023
Revised October 2, 2023.

Contact:
Evan J. Stone, Executive Director
Bucks County Planning Commission
1260 Almshouse Road • Doylestown, PA 18901

Phone: 215-345-3400 • Fax: 215-345-3886
Email: estone@buckscounty.org

Our Understanding of the Project

The Bucks County Planning Commission (BCPC) is pleased to submit this proposal for preparing an update to the *2000 New Britain Township Open Space Plan* and *2008 Supplement to the 2000 Open Space Plan*.

The township wishes to revise its open space plan to mark the Board's continued commitment to preserving open space and would like to update the plan to best reflect the current status of available parcels. The township also intends to integrate the plan with GIS for future planning purposes, including but not necessarily limited to future parks and trails planning efforts and comprehensive planning efforts. This update will also provide the township with a foundational operating procedure for land preservation efforts as well as guidelines for seeking funding opportunities related to open space preservation.

Our planning efforts will be guided by understanding past initiatives, while exploring new opportunities within the current fabric of the township. We will construct and implement an open space and recreation survey to capture the wants and needs of the township's residents as they pertain to open space and recreation amenities. A well-crafted open space plan, rooted in community input, will address this matter. We are well positioned to prepare such a plan.

Proposed Work Program Outline

We propose that the staff of the Bucks County Planning Commission (BCPC) will prepare an update to the township's 2000 Open Space Plan and 2008 Supplement to the 2000 Open Space Plan. We will review these two prior documents as a part of this update.

For the purposes of this proposal, we understand the township will delegate project oversight responsibility to David Conroy, Director of Planning and Zoning, to serve as point of contact for the plan update.

1. Initial Meeting to Review Work Program

Before beginning work on the plan, the staff will hold an initial meeting with township representatives to review the process of developing the plan, establish a steering committee, agree on the direction, and resolve unanswered questions. Areas of concern that relate to the project could also be identified. The schedule for meetings with the township should be discussed along with mechanics of working together. Methods to be used to gain public input into the plan will be discussed.

2. Review of Current Open Space Plan and Supplement

We will review the *New Britain Township Open Space Plan (2000)* and the *2008 Supplement to the 2000 New Britain Township Open Space Plan* and make use of information as deemed relevant for this update. This will be discussed with the steering committee to ensure that there is consensus on the sections and information to be included and updated.

The following sections will be used and evaluated for the update as applicable:

- A. Community Background
- B. Open Space Preservation Goal
- C. Inventory of Potentially Vulnerable Land
- D. Identification of Protected Land
- E. Potential Open Space Linkages

Open Space Plan Update

- F. Open Space Needs and Analysis
- G. Recommendations
- H. Implementation of Recommendations
- I. 2008 New Britain Township Open Space Plan Supplement Summary

3. Plan Development - Part 1

BCPC staff will gather information ahead of the draft plan preparation based on the following:

- A. Discussion with the township officials or committees assigned to this project.
- B. Develop and distribute resident recreation and open space survey to be conducted by BCPC staff.
- C. Site visit with the steering committee to identify potential open space parcels.
- D. Coordinate with other township boards, committees, and commissions relative to open space goals.
- E. Update of community background information.
- F. Inventory of protected lands - using information provided by the township.
- G. Inventory of vulnerable resources - relying on existing open space plan information and other natural resources data available from the township.
- H. Non-Acquisition Tools and Techniques - review of methods used for protection and preservation by New Britain Township such as zoning and subdivision regulations or fee-in-lieu of land ordinances.
- I. Information on open space in surrounding municipalities
- J. Results of a resident recreation and open space survey conducted by BCPC staff.

3.A Resident Survey

A first step in the open space planning process is identifying township wants and needs through a community survey. We will be using MetroQuest (or equivalent software), a customizable online tool that enables municipalities to gather public input on a variety of public policy issues, obtaining quantifiable data and actionable results. The online tool allows increased participation across a broad demographic and provides support of initiatives. Participants can see the impact of their choices and priorities, learn about the alternatives and trade-offs, and visualize options. This survey is included in the base cost of the plan.

The plan committee may include members of the board of supervisors, the township planning commission, the township EAC, the manager, the township engineer, and staff from the BCPC. The township may also opt to include up to two members of the public to represent citizen stakeholders. We anticipate three meetings to develop the resident survey.

Alternatively, the township has the option of conducting a professionally developed and administered, statistically valid survey utilizing an outside consultant (ETC Institute) subcontracted through the BCPC. With this option, the survey instrument would be sent to a randomized set of the townships 4,456 households and a randomized sample of 500 surveys would be conducted to achieve a statistically valid response. The sample set would be designed to be geographically and demographically representative across the entirety of the township. This option is available at an additional cost estimated at \$23,000.

4. Draft Plan Preparation - Part 2

Part 2 of the plan requires input from the township on the following:

- A. Goals and objectives
- B. Township organization and financing
- C. Priorities and action steps based on analysis of resources and township goals.
- D. Open space linkages - information on current trails and proposed linkages
- E. Public input

5. Maps

BCPC staff (GIS department) will produce or update the following maps:

- A. Township base map
- B. Existing Open Space
- C. Natural features
- D. Cultural Features
- E. Trails, Bike Paths, and potential future linkages
- F. Open Space preservation priority areas (may not be site-specific depending on the objectives of the township)

6. Meetings with Township & Schedule

For the purposes of this proposal, we have included five specific meetings to assist the township with the plan update. We recognize however that additional meetings may be warranted, and we will not charge the township for those additional meetings. We anticipate a six-month schedule to complete the update.

- A. **Initial Meeting & Analysis**
Following approval of the proposal; discuss public input process (i.e., resident survey development and distribution)
- B. **Review Meeting - Part 1**
Meeting between BCPC staff and township to go over all background information, to be held two months after initial meeting. Goals and objectives to be discussed and developed through discussion at this meeting; results of resident survey discussed.
- C. **Review Meeting - Part 2**
Review draft of plan
- D. **Review Meeting**
Public discussion: review final draft and develop recommendations for Board of Supervisors
- E. **Presentation to Board of Supervisors**
Open Space Steering Committee and BCPC Staff to present to Board of Supervisors

Deliverables

Drafts

Digital copies of drafts will be provided for review by the steering committee. Hard and digital copies of a final draft will be provided for the township board of supervisors review which will incorporate any changes recommended by the steering committee. Provision of intermediate and review drafts can be changed if desired by the township board of supervisors.

Final Adopted Plan and Maps

Prepare an electronic version of Final/Adopted Plan which incorporates all the written, graphic (e.g., charts), and photographic material developed to address the tasks above in digital format. Fifteen (15) bound copies of the complete final plan will be prepared and submitted to New Britain Township.

Survey

The results of the MetroQuest Survey, (or ETC survey) including survey comments, will be provided.

Compensation

Our total base cost to provide the above noted services is a not to exceed of **\$17,020.00**. An optional professional survey component is also included for an additional \$23,000.00.

The total represents the maximum to be invoiced for the preparation of this update, as described above. The township will be invoiced only for the actual time and expenses and the invoices will not exceed the total cost. For the purposes of this proposal, we will not charge the township for any incidental expenses. Postage and travel costs will be borne by the BCPC and are not considered reimbursable.

Additional meetings, deliverables, more copies of the final product and any other services or products will be provided at cost by the county, upon mutual agreement of the township and the county.

2023 Hourly Rates

Staff	2023 Hourly Rate
Executive Director	\$80.00
Section Directors	\$70.00
Senior Planners	\$60.00
Planners & GIS Staff	\$50.00
Administrative/Clerical	\$40.00

Total Cost Breakdown

Salaries and Benefits	Total Hours	Total Fee
Professional planning staff	253	\$14,660.00
GIS/Drafting	32	\$1,600.00
Administrative/Clerical	19	\$760.00
Expenses		\$0
<i>Optional Professional Survey</i>		<i>\$23,000.00</i>
Total Base Cost, not to exceed:		\$17,020.00
Total Cost with Optional Professional Survey, not to exceed:		\$40,020.00

Procedural Requirements

If the township wishes to proceed with this proposal, or with a modified proposal based on your needs, the Bucks County Commissioners would enter into a Planning Services Agreement (PSA) with New Britain Township for the Bucks County Planning Commission to complete the work.

Qualifications

Founded in 1951, the Bucks County Planning Commission (BCPC) has completed major projects of diverse types for the county and the fifty-four (54) municipalities within the County. In addition to developing the first County Comprehensive Plan adopted within Pennsylvania (1961), the planning commission was also the first to complete a computer inventory of the county's natural resources (1970). Other planning innovations include a transfer of development rights program in Buckingham Township (1975), a joint municipal comprehensive plan and zoning ordinance in accordance with Act 249, amending Act 247 (the Joint Municipal Comprehensive Plan and Zoning Ordinance for Newtown Borough, Newtown Township, Upper Makefield Township, and Wrightstown Township).

Publications by the BCPC include: *The Urban Fringe, Techniques for Guiding the Development of Bucks County*, 1970; *Performance Zoning*, 1973; and *Performance Streets, A Concept and Model Standards for Residential Streets*, 1980. In 1981, *Performance Streets* was awarded the National Award for Design Excellence-Design for Transportation sponsored jointly by the United States Department of Transportation (USDOT) and the National Endowment for the Arts. Additional publications include *Planning for Residential Conversions*, 1985; as well as the Bucks County Park and Recreation Plan and the Bucks County Natural Resource Plan, 1986. Both latter documents establish County policy and serve as a guide and framework for municipal land use planning.

In 1987, the planning commission published the *Village Guidebook*, and in 1989, the *Village Planning Handbook* which received the American Planning Association's 1990 Outstanding Planning Award for Comprehensive Planning. These publications served to document the historic villages in the county and highlight methods to protect and enhance them. In 1996, the planning commission published the *Bucks County Land Use Plan: Tools and Techniques*, and in 1997, the *Bucks County Land Use Plan: Courses of Action*. Both publications received the Pennsylvania Planning Association's Outstanding Planning Award for Comprehensive Planning.

In 2000, the *Pennridge Area Greenway Plan*, prepared by the BCPC staff for the Pennridge Area Coordinating Committee, received the Pennsylvania Planning Association's Outstanding Planning Award. This document identified a greenway system consisting of linear natural areas and on-road bicycle corridors that connect various points of interest including historic villages and areas. *The Plumstead Township Greenway & Trail Linkage Feasibility Study*, prepared by the BCPC staff for Plumstead Township, received the 2001 Award of Recognition from the Delaware River Greenway Partnership.

In 2018, the County Commissioners received the 2018 Governor's Award for Local Government Excellence under the theme of "Innovative Planning & Sound Use Practices," for their Municipal Economic Development Initiative (MEDI) program. Through the auspices of the Bucks County Planning Commission (BCPC), the MEDI program assisted municipal governments by devoting resources to revitalize downtowns, redevelop brownfields, enhance existing technology centers, support small-scale businesses, improve older shopping centers, and encourage transit-oriented development.

Open Space Plan Update

Finally, in 2019, the BCPC won an award for Projects, Programs and Practices from the Pennsylvania Chapter of the American Planning Association for our groundbreaking work on the County's Maps and Data portal. This effort showcased the department and the County's outstanding work in the field of Geographic Information Systems (GIS).

In 2011, the staff of the BCPC completed the current *Bucks County Comprehensive Plan*. The plan is meant to serve as a guide for local officials, residents, developers, business owners, and interested agencies. Future Land Use policies, guiding principles, and implementation strategies are major components that are discussed in detail. The plan seeks to set forth a common vision of the future of Bucks County and to coordinate, educate, and guide development and preservation in appropriate areas of the county. This plan is currently the subject of an update and staff are working on *the Bucks2040, Building Our Future Together County Comprehensive Plan*.

In addition to the review responsibilities under the Pennsylvania Municipalities Planning Code (MPC) for all subdivision and land development proposals in the county, the community planning staff provides planning assistance to municipalities. The staff provides assistance to municipal planning commissions and training sessions for municipal officials, planning commission members, and zoning officers. Our planning staff has developed a significant number of municipal comprehensive plans, zoning ordinances, subdivision and land development ordinances, and special studies and plans (e.g., village studies, park and recreation plans, industrial development impact analysis).

Recent municipal plans, studies, or related documents prepared, or in the process of being completed, by the staff of the BCPC include the following:

1. Northampton Township Master Trail & Bicycle Plan

Staff worked with the township to prepare an active transportation plan.

Contact: Mr. Robert Pellegrino, Manager
Northampton Township
(215) 357-6800

2. Plumstead Township Master Trail Plan

Staff worked with the township staff to create a township wide trails plan.

Contact: Ms. Angela Benner, Manager
Plumstead Township
(215) 766-8914

3. Buckingham Township Trail and Bike Plan

Staff worked with the township staff to create a township wide trails plan.

Contact: Ms. Dana Cozza, Manager
Buckingham Township
(215) 794-8834

4. Warrington Township Zoning and Subdivision Ordinance Update

The staff is currently working with township staff on a review and update of the township zoning and subdivision ordinance that would address recommendations established in the recently adopted comprehensive plan.

Contact: Mr. Roy Rieder, Director of Planning and Zoning
Warrington Township
215-343-9350

5. New Hope Borough Zoning Ordinance

The staff has been working with a review committee on preparing a revised zoning ordinance. Brief special studies have been conducted to address specific land use and nuisance concerns that would relate to new requirements in the zoning ordinance.

Contact: Mr. Peter Gray, Manager
New Hope Borough
(215) 862-3347

6. Solebury Township Comprehensive Plan, Subdivision Ordinance, & Zoning Ordinance

The staff worked with a review committee to revise a comprehensive plan update initiated by another consultant, then moved forward with the preparation of a subdivision and land development ordinance (recently adopted) and is currently working on updating the zoning ordinance.

Contact: Mr. Dennis Carney, Manager
Solebury Township
(215) 297-5656

7. Morrisville Borough Comprehensive Plan

The staff worked with the planning commission to update the borough's comprehensive plan.

Contact: Mr. Don Diretto, Chairperson
Morrisville Borough Planning Commission
(215) 295-9119

Examples of our work can be viewed on the BCPC web site or the Maps and Data Portal at the following links:

<https://www.buckscounty.gov/410/Documents>

<https://www.buckscounty.gov/418/Bucks-County-Municipal-Comprehensive-Pla>

<https://dataportal-bucksgis.opendata.arcgis.com/>

Project Team

Assistance for the preparation of the open space plan update will be performed by the professional staff of the Bucks County Planning Commission. The BCPC has 19 professionals that include planners, landscape architects, and Geographic Information Systems (GIS) technicians. The planning staff has a significant number of years of experience in county and municipal planning, including preparation of many municipal studies and ordinances. Staff members continuously educate themselves on new and innovative planning and regulatory methods that promote sound land use management. While a project team has been specified below, all staff members in the organization are available to provide their services on this effort. Those named below, principally assigned to the project will remain on the project through its completion.

Members of the staff with appropriate background for the various elements of the work program will be working on this project. The individuals listed below will be directly involved in the project. Pertinent additional staff will be used as shown or determined to be necessary.

Evan Stone

Executive Director
Quality control and quality assurance

Michael Roedig

Director of Community Planning
Project review and supervision

David Kimmerly

Senior Community Planner/Project Manager
Manages and coordinates work program, plan development, and meeting schedule and agenda.

Jeremy Stoff

Community Planner/New Britain Township Planner
Assists the project manager with overall project completion and facilitation. Provides link to current comprehensive plan update efforts.

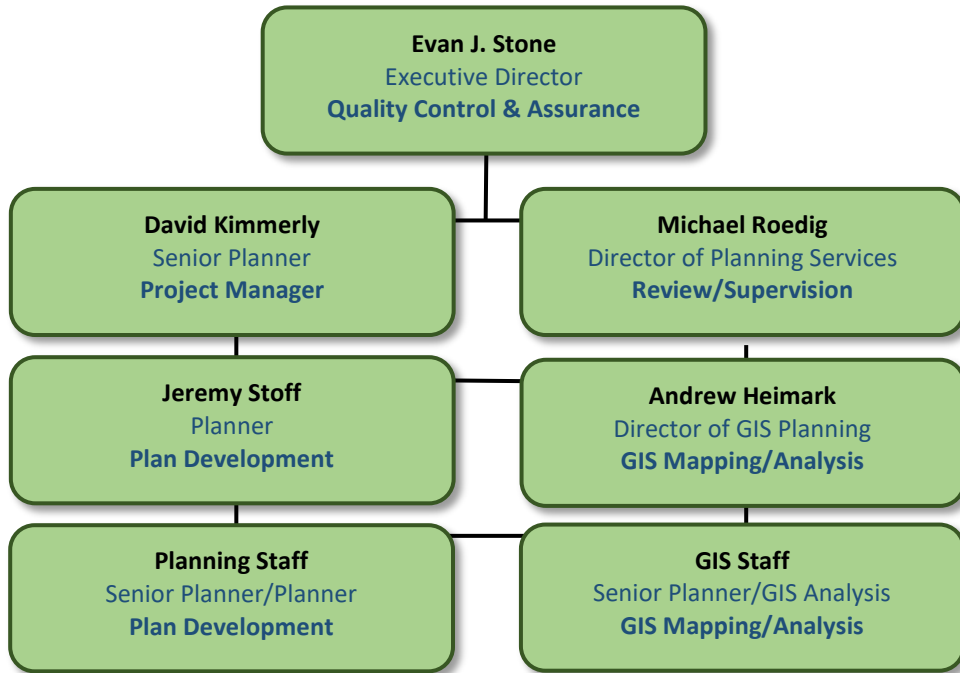
GIS Staff

Assigned as needed to assist with mapping and production of GIS deliverables.

Clerical staff

Assigned as needed to assist with written production of the draft and final plan documents.

Organizational Chart



The above chart reflects the key staff most likely to participate with the plan’s development, with planner Jeremy Stoff as the designated project manager. Jeremy has worked on multiple comprehensive plan updates for municipalities around Bucks County. Additional staff resources will be available and utilized as the project warrants to maximize the input of subject matter experts within the BCPC staff.



INFORMATION ITEMS



New Britain Township

Parks & Recreation

DEPARTMENTAL REPORT

YEAR: 2023

MONTH: SEPTEMBER

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 undeveloped area behind the New Britain Walk Development.

Willow tree service ground down existing stumps of previously felled trees. The Parks and Recreation Department cleaned up all grindings left by the process, leveled the area, and began to topsoil and seed these areas.



After Clean Up of Grindings



After Leveling and Topsoil



New Britain Township

Parks & Recreation

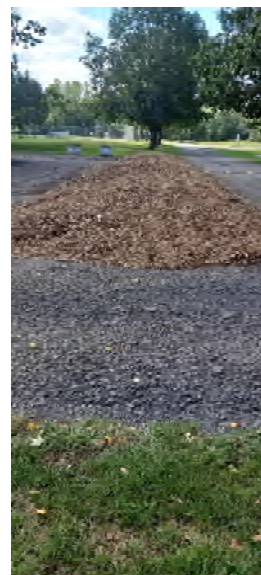
The Parks and Recreation Department Removed all existing stumps (four stumps total) on the berm that separates the main drive towards the rear stone parking lot and the former concession stand/ current storage building behind field #2. All holes were then backfilled and compacted, the entire berm was sprayed for vegetation control, and then covered with wood chips from the stockpile on site at North Branch Park. The whole area was hand raked and leveled for a more aesthetically pleasing appearance in preparation for the upcoming Fall Festival and Fireworks event.



Before



Above is the stages of removal process for one of four stumps



Above are two angles of the completed project.



New Britain Township

Parks & Recreation

The PnR Department weeded, and top dressed the two upper playground structures at North Branch Park, utilizing the remainder of the certified playground mulch left over from the purchase of the rear playground structure at North Branch Park.



After weeding and top dressing off tot lot and swing set at North Branch Park

The PnR department continued the weekly mowing and weed whacking schedule of all Township parks and open space areas and weeding and spraying of flower beds as needed.



New Britain Township

Parks & Recreation

Special Projects / Other:

The Park and Recreation Department has time spent for the Fall Festival preparations, which include the installation and removal of the informational advertisement signs (25) throughout the township parks and highly visible areas, installation and removal off the safety barrier for the fireworks display, and the installation and removal of the restricted area and no trespassing signs in the wooded area behind the fields 5 and 6 at North Branch Park.

The Parks and Recreation Foreman / Coordinator is categorizing all administrative duties as Other.



Beginning of posted restricted area behind fields five & six at North Branch Park

Ballfield Maintenance:

The Parks and Recreation Department is grooming and wetting down all the softball and baseball fields at North Branch Park on an as needed basis.

Parks and Recreation Daily Hours:

Township Property Maintenance:	366	Hrs.
Ballfield Maintenance:	34	Hrs.
Other/ Special Projects:	45	Hrs.



New Britain Township

Planning & Zoning

September 2023 Monthly Report

Permits Issued	94 (Total)
Building	16
Electrical	13
Plumbing	11
Road Occupancy	5
Sign	1
Accessory Structure	2
Use & Occupancy	17
Well	1
Zoning	10
Fire	3
Mechanical	14
Accessibility	1
Inspections Conducted	117 (Total)
Building Inspection	76
United Electrical	20
Commercial Fire Inspections	0
Use & Occupancy	21
Fire Calls	15 (Total)
Chalfont	15
Doylestown	0
Dublin	0
Hilltown	0 Not Submitted
Zoning Hearing Board Applications Submitted	2

- New Britain Corporate Center, Lot 4 (Triple Net Investments LXXXV, LLC) – The applicant is proposing to construct a 3-story senior living facility as well as an allowable medical office building on the property. As such, they are requesting variances from the following sections of the Zoning Ordinance:
 - §27-305.F6.b.1 to permit a C-2 nursing home/senior living use.
 - §27-2901.C2 to provide for 245 parking spaces in lieu of 333 spaces otherwise required to accommodate a proposed C2 nursing home/senior living use of 190 beds.
 - §27-2901.I-I1 to allow for the construction of 110 parking spaces to support the proposed allowable medical office building in lieu of the 175 parking spaces otherwise required.
- 140 Upper Church Road (Casadonti Homes, Inc.) – The applicant proposes to subdivide the property into two lots and construct a new single-family dwelling

on each lot. The existing improvements are all located on the proposed Lot 1, and applicant proposes to remove one barn structure and preserve the larger barn and the existing residential structure. The applicant intends to use the existing dwelling structure as a residential accessory structure, with such use expressly restricted to residential accessory uses for the owner/occupant of the principal structure, and not constituting a separate dwelling unit (including removal of the kitchen). As such, they are requesting variances from the following sections of the Zoning Ordinance:

- §27-501.a- to permit the existing residential structure to be retained and converted from a principal structure to a residential accessory structure, including living area subordinate to the principal dwelling, but not for use as an independent dwelling unit.
- §27-2904.d.5 - from the requirement that at least 75 feet shall be provided between any two access drives along one street along one lot. The distance between the existing driveway and the newly constructed driveway on Lot 1 is proposed to be 68.5 feet.

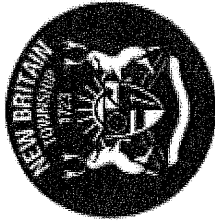


New Britain Township

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

Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2023-13119-B2	09/19/2023	308 DOROTHY LANE	Building	Residential	Approved
2023-13167-B2	09/27/2023	15 SELLERSVILLE ROAD	Building	Residential	Approved
2023-13172-B1	09/26/2023	9 SELLERSVILLE ROAD	Building	Residential	Approved
2023-13214-B1	09/13/2023	302 W BOULDER DRIVE	Building	Residential	Approved
2023-13266-B2	09/11/2023	219 FOREST PARK DRIVE	Building	Residential	Approved
2023-13328-B2	09/11/2023	22 FAR VIEW ROAD	Building	Residential	Approved
2023-13339-B2	09/08/2023	566 ASHLEY DRIVE	Building	Residential	Approved
2023-13347-B2	09/21/2023	232 HOLLY DRIVE	Building	Residential	Approved
2023-13349-B1	09/13/2023	11 FERRY ROAD	Building	Residential	Approved
2023-13351-B1	09/19/2023	516 AIRY AVENUE	Building	Residential	Approved
2023-13353-B1	09/13/2023	102 INDIAN CREEK WAY	Building	Residential	Approved
2023-13354-B2	09/19/2023	307 MYSTIC VIEW CIRCLE	Building	Residential	Approved
2023-13364-B1	09/19/2023	531 AIRY AVENUE	Building	Residential	Approved
2023-13365-B1	09/29/2023	119 BONNIE LARK COURT	Building	Residential	Approved
2023-13398-B1	09/28/2023	4355 COUNTY LINE ROAD	Building	Commercial	Approved
2023-13403-B1	09/29/2023	114 HEATH COURT	Building	Residential	Approved
2023-13119-E3	09/19/2023	308 DOROTHY LANE	Electrical	Residential	Approved
2023-13167-E3	09/27/2023	15 SELLERSVILLE ROAD	Electrical	Residential	Approved
2023-13167-E9	09/27/2023	15 SELLERSVILLE ROAD	Electrical	Residential	Approved
2023-13172-E2	09/26/2023	9 SELLERSVILLE ROAD	Electrical	Residential	Approved
2023-13214-E2	09/13/2023	302 W BOULDER DRIVE	Electrical	Residential	Approved



New Britain Township

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<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2023-13339-E3	09/08/2023	566 ASHLEY DRIVE	Electrical	Residential	Approved
2023-13349-E2	09/13/2023	11 FERRY ROAD	Electrical	Residential	Approved
2023-13364-E2	09/19/2023	531 AIRY AVENUE	Electrical	Residential	Approved
2023-13369-E1	09/15/2023	15 WALDEN WAY	Electrical	Residential	Approved
2023-13389-E1	09/26/2023	224 FERRY ROAD	Electrical	Residential	Approved
2023-13390-E1	09/26/2023	100 JANTON WAY	Electrical	Residential	Approved
2023-13394-E1	09/26/2023	1134 UPPER STATE ROAD	Electrical	Residential	Approved
2023-13403-E2	09/29/2023	114 HEATH COURT	Electrical	Residential	Approved
2023-13167-P5	09/27/2023	15 SELLERSVILLE ROAD	Plumbing	Residential	Approved
2023-13172-P4	09/26/2023	9 SELLERSVILLE ROAD	Plumbing	Residential	Approved
2023-13214-P4	09/13/2023	302 W BOULDER DRIVE	Plumbing	Residential	Approved
2023-13349-P3	09/13/2023	11 FERRY ROAD	Plumbing	Residential	Approved
2023-13364-P3	09/19/2023	531 AIRY AVENUE	Plumbing	Residential	Approved
2023-13368-P1	09/18/2023	330 PHEASANT RUN DRIVE	Plumbing	Residential	Closed
2023-13371-P1	09/13/2023	236 HAMPSHIRE DRIVE	Plumbing	Residential	Closed
2023-13380-P1	09/21/2023	334 PARK AVENUE	Plumbing	Residential	Approved
2023-13387-P1	09/26/2023	848 NEW GALENA ROAD	Plumbing	Residential	Approved
2023-13398-P2	09/28/2023	4355 COUNTY LINE ROAD	Plumbing	Commercial	Approved
2023-13403-P3	09/29/2023	114 HEATH COURT	Plumbing	Residential	Approved
2023-13346-RO1	09/07/2023	8 SKYLINE DRIVE	Road Occupancy	Commercial	Approved
2023-13375-RO1	09/18/2023	9 SELLERSVILLE ROAD	Road Occupancy	Residential	Approved

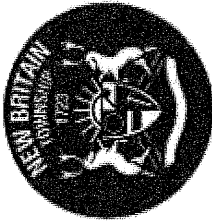


New Britain Township

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

Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2023-13376-R01	09/18/2023	15 SELLERSVILLE ROAD	Road Occupancy	Residential	Approved
2023-13378-R01	09/26/2023	15 SELLERSVILLE ROAD	Road Occupancy	Residential	Approved
2023-13402-R01	09/27/2023	6 FARBEN DRIVE	Road Occupancy	Residential	Approved
2023-13343-S1	09/07/2023	4275 COUNTY LINE ROAD	Sign	Commercial	Closed
2023-13119-A5	09/19/2023	308 DOROTHY LANE	Accessory Structure	Residential	Approved
2023-13167-A8	09/27/2023	15 SELLERSVILLE ROAD	Accessory Structure	Residential	Approved
2022-12503-U01	09/25/2023	332 BUTLER DRIVE	Use & Occupancy	Residential	Closed
2023-12832-U01	09/07/2023	6 OAKMONT WAY	Use & Occupancy	Residential	Closed
2023-13290-U01	09/06/2023	203 MOHEGAN STREET	Use & Occupancy	Residential	Closed
2023-13298-U01	09/07/2023	5 SUNNYBROOK DRIVE	Use & Occupancy	Residential	Closed
2023-13303-U01	09/11/2023	27 HICKORY LANE	Use & Occupancy	Residential	Closed
2023-13333-U01	09/14/2023	165 UPPER CHURCH ROAD	Use & Occupancy	Residential	Approved
2023-13336-U01	09/11/2023	838 LONG MEADOW DRIVE	Use & Occupancy	Residential	Closed
2023-13340-U01	09/11/2023	121 HUNTER WAY	Use & Occupancy	Residential	Closed
2023-13342-U01	09/07/2023	4275 COUNTY LINE ROAD	Use & Occupancy	Commercial	Closed
2023-13357-U01	09/13/2023	103 ANTHEM WAY	Use & Occupancy	Residential	Closed
2023-13358-U01	09/13/2023	216 ANTHEM WAY	Use & Occupancy	Residential	Closed
2023-13359-U01	09/13/2023	204 ANTHEM WAY	Use & Occupancy	Residential	Closed
2023-13360-U01	09/13/2023	203 ANTHEM WAY	Use & Occupancy	Residential	Closed
2023-13361-U01	09/13/2023	711 ANTHEM WAY	Use & Occupancy	Residential	Closed
2023-13366-U01	09/25/2023	321 HAMLET DRIVE	Use & Occupancy	Residential	Closed

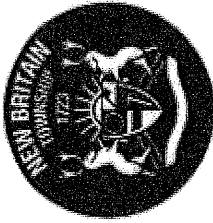


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<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2023-13379-UO1	09/20/2023	41 PASTURE LANE	Use & Occupancy	Residential	Closed
2023-13391-UO1	09/25/2023	2203 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2023-13385-W1	09/21/2023	619 N LIMEKILN PIKE	Well	Residential	Approved
2023-13161-Z1	09/25/2023	544 AIRY AVENUE	Zoning	Residential	Approved
2023-13167-Z1	09/07/2023	15 SELLERSVILLE ROAD	Zoning	Residential	Approved
2023-13172-Z7	09/07/2023	9 SELLERSVILLE ROAD	Zoning	Residential	Approved
2023-13307-Z1	09/15/2023	303 DOROTHY LANE	Zoning	Residential	Approved
2023-13318-Z1	09/05/2023	100 STEWART LANE	Zoning	Commercial	Approved
2023-13341-Z1	09/18/2023	104 CORNWALL DRIVE	Zoning	Residential	Approved
2023-13344-Z1	09/08/2023	73 PEACE VALLEY ROAD	Zoning	Residential	Approved
2023-13347-Z1	09/19/2023	232 HOLLY DRIVE	Zoning	Residential	Approved
2023-13354-Z1	09/08/2023	307 MYSTIC VIEW CIRCLE	Zoning	Residential	Approved
2023-13393-Z1	09/22/2023	4355 COUNTY LINE ROAD	Zoning	Commercial	Approved
2022-12474-F7	09/18/2023	409 W BUTLER AVENUE	Fire	Commercial	Approved
2023-13167-F6	09/27/2023	15 SELLERSVILLE ROAD	Fire	Residential	Approved
2023-13172-F5	09/26/2023	9 SELLERSVILLE ROAD	Fire	Residential	Approved
2023-13119-M4	09/19/2023	308 DOROTHY LANE	Mechanical	Residential	Approved
2023-13167-M4	09/27/2023	15 SELLERSVILLE ROAD	Mechanical	Residential	Approved
2023-13172-M3	09/26/2023	9 SELLERSVILLE ROAD	Mechanical	Residential	Approved
2023-13214-M3	09/13/2023	302 W BOULDER DRIVE	Mechanical	Residential	Approved
2023-13348-M1	09/11/2023	536 AIRY AVENUE	Mechanical	Residential	Closed



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2023-13350-M1	09/11/2023	24 BROOKDALE DRIVE	Mechanical	Residential	Approved
2023-13352-M1	09/11/2023	11 FARBER DRIVE	Mechanical	Residential	Approved
2023-13363-M1	09/11/2023	202 W FAIRWOOD DRIVE	Mechanical	Residential	Closed
2023-13370-M1	09/18/2023	102 SUFFIELD COURT	Mechanical	Residential	Approved
2023-13373-M1	09/18/2023	1456 FERRY ROAD	Mechanical	Commercial	Approved
2023-13377-M1	09/18/2023	190 CALLOWHILL ROAD	Mechanical	Residential	Approved
2023-13386-M1	09/21/2023	352 STONYHILL DRIVE	Mechanical	Residential	Closed
2023-13388-M1	09/26/2023	566 MALLARD DRIVE	Mechanical	Residential	Approved
2023-13401-M1	09/28/2023	303 ROCKY COURT WEST	Mechanical	Residential	Approved
2023-13398-3	09/28/2023	4355 COUNTY LINE ROAD	Accessibility Permit	Commercial	Approved



Use & Occupancy Inspections Count 2023 SEPTEMBER

<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>
09/13/2023	2023-13357-UO1	Residential	1	Initial	Final U & O	9:30 AM		103 ANTHEM WAY	1
09/11/2023	2023-13340-UO1	Residential	1	Initial	Final U & O	1:00 PM	KENNETH & KAREN FEIN	121 HUNTER WAY	1
09/05/2023	2023-13333-UO1	Residential	1	Initial	Final U & O	10:30 AM	KEVIN & LAURA SHOOSMITH	165 UPPER CHURCH ROAD	1
09/14/2023	2023-13333-UO1	Residential	2	Re-Inspection	Final U & O	10:00 AM	KEVIN & LAURA SHOOSMITH	165 UPPER CHURCH ROAD	1
09/11/2023	2023-13360-UO1	Residential	1	Initial	Final U & O	11:00 AM		203 ANTHEM WAY	1
09/06/2023	2023-13290-UO1	Residential	1	Initial	Final U & O	9:30 AM	JACQUELINE BANCROFT	203 MOHEGAN STREET	1
09/11/2023	2023-13359-UO1	Residential	1	Initial	Final U & O	10:30 AM		204 ANTHEM WAY	1
09/19/2023	2023-13367-UO1	Residential	1	Initial	Final U & O	9:30 AM	SNU KULCHUSAN	214 E FAIRWOOD DRIVE	1
09/11/2023	2023-13358-UO1	Residential	1	Initial	Final U & O	10:00 AM		216 ANTHEM WAY	1
09/25/2023	2023-13391-UO1	Residential	1	Initial	Final U & O	1:00 PM		2203 GREY FRIARS TERRACE	1
09/05/2023	2023-13303-UO1	Residential	1	Initial	Final U & O	10:00 AM	TIMOTHY & ANNE LYONS	27 HICKORY LANE	1
09/11/2023	2023-13303-UO1	Residential	2	Re-Inspection	Final U & O	2:00 PM	TIMOTHY & ANNE LYONS	27 HICKORY LANE	1
09/18/2023	2023-13366-UO1	Residential	1	Initial	Final U & O	1:00 PM	FRANCES PARKER	321 HAMLET DRIVE	1
09/25/2023	2023-13366-UO1	Residential	2	Re-Inspection	Final U & O	2:00 PM	FRANCES PARKER	321 HAMLET DRIVE	1
09/18/2023	2022-12503-UO1	Residential	2	Re-Inspection	Final U & O	1:30 PM	THOMAS A. & GERMAINE LEDOUX	332 BUTLER DRIVE	1
09/25/2023	2022-12503-UO1	Residential	3	Re-Inspection	Final U & O		THOMAS A. & GERMAINE LEDOUX	332 BUTLER DRIVE	1
09/20/2023	2023-13379-UO1	Residential	1	Initial	Final U & O	9:30 AM	LISA A. CROSS	41 PASTURE LANE	1
09/11/2023	2023-13361-UO1	Residential	1	Initial	Final U & O	11:30 AM		711 ANTHEM WAY	1
09/06/2023	2023-13336-UO1	Residential	1	Initial	Final U & O	10:00 AM	GREG ORDILE	838 LONG MEADOW DRIVE	1
09/11/2023	2023-13336-UO1	Residential	2	Re-Inspection	Final U & O	1:30 PM	GREG ORDILE	838 LONG MEADOW DRIVE	1
09/05/2023	2023-13326-UO1	Residential	2	Re-Inspection	Final U & O	9:30 AM	HEATHER BERNHARDT	9 SUNNYBROOK DRIVE	1
TOTAL COUNT									21

Chalfont Fire Company
Chiefs Report - September 2023

Total # of incidents: 25

Types of Calls

1. Fire	4
2. Rescue and Medical assist	2
3. Good Intent	8
4. Alarm Systems	9
5. Hazardous Condition	2

Total Staff Hours for calls: 193:49:00

Alarms per municipality

Bedminster Twp	1
Chalfont Boro	2
Hilltown Twp	1
New Britain Boro	3
Montgomery Twp	2
New Britain Twp	16

Bedminster Fire.....2points Tanker to Fire-Rescue to cover 23's

Training-Maintenance and Drills 3

Total training hours 178:00:00

Total Available Points: 29

TOTAL STAFF HRS FIRES AND TRAINING

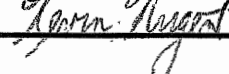
371:49:00

Dublin Volunteer Fire Company

Month: **September 2023**

FIRE CALLS ANSWERED		OTHER PERTINENT INFORMATION	
Apartment			
Assists			
Engine	1	Time in Service	22 Hrs 55 Min
Field		Total Man Hours	116 Hrs 19 Min
Full Company		Average Call Length	1 Hr 21 Min
Ladder			
Rescue			
Squad	1		
Tanker		Total Personnel	74
Accident with Fire		Average Personnel per Call	6
Alarm System	6		
Auto Extrication			
Auto Response	1	Borough/Township	
Barn			
Brush		Bedminister Township	8
Building	1	Dublin Borough	3
Chimney		East Rockhill Township	1
CO Alarm		Hilltown Township	
Control Burn		New Britain Township	
Cover/Up	1	Plumstead Township	1
Cover/Up Assist		Perkaise Borough	
Domestic Rescue		Nockamixon Township	
Dwelling		Tinicum Township	
Fumes Inside	1	Richland Township	2
Fumes Outside		Springfield Township	
Fuel Spill		Haycock Township	
Gas Leak in Dwelling			
Hazardous Material			
Investigation			
Marine Rescue			
Rubish			
Special Assignment			
Stand by Accident	2		
Vehicle Fire	1		
Wires			
Water Flow Alarm			
Total Number of Calls	15	Total Number of Calls	15

Signature of Chief





MEMO

TO: John Granger, Township Manager; Mike Walsh, Assistant Township Manager
FROM: David Conroy, Director of Planning and Zoning/Zoning Officer
DATE: October 13, 2023
RE: September 2023 Land Development Report

UNDER REVIEW:

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

- Submitted Minor Subdivision application on 8/18. Resubmitted revised plans on 10/2.

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

- Presented and approved at 7/25 PC. Revising plans and preparing resubmission to present to BOS.

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

- Submitted Preliminary/Final Plan application on 9/7. Presenting at 10/24 PC.

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

- Presented at 7/25 PC. Revising plans and preparing resubmission. Submitted ZHB application on 9/28.

(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

- Submitted ZHB application on 9/15. Presenting at 10/19 ZHB meeting.

(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.

(2022-12682) 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:

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

- Presented and approved at 7/25 PC and 8/21 BOS. Will submit plans for final review. Planning Module approved by DEP on 10/12.

(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.

(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

- Pre-construction meeting held on 10/4.

(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. Plans recorded on 7/28.

(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 -

September 2023

Current Goals and Objectives:

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

Objective 2: Become PLEAC Accredited (targeted February 2024)

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 3.2 % decrease.

Objective 2: 87% of policies complete to date. On track to complete by end of 2023. Consultant onsite in October.

Objective 3: Body worn cameras deployed. In car cameras scheduled for January 2024.

Objective 4: Two officers completed leadership training in August.

Significant Events:

Completed

- ◆ Shrine Festival—September 2,3,4,9, and 10
- ◆ Fall Festival—Cancelled
- ◆ 300th Fireworks
- ◆ Part Time Police Services Clerk Steve Saunders—Started

Upcoming

- ◆ Trunk or Treat—October 27th 5:30—7:30 @ New Seasons
- ◆ Drug Take Back—October 28th 10am—2pm
- ◆ Halloween Candy Distribution
- ◆ ~~Chief Attending IACP San Diego—October 13-18~~
- ◆ Entry Level Police Officer—Conducting interviews and background investigations
- ◆ Proposed Police Facility Plans
- ◆ Accreditation— targeted for February 2024



New Britain Township Police Department

Monthly Report -

September 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	1	-100%
Theft	2	1	100%
Auto Theft	1	0	NA
Arson	0	0	NA
TOTALS	3	2	50%

PART 2 CRIMES	28 DAY		
	2023	2022	% Change
Assaults (non-aggravated)\Harassment	3	1	200%
Fraud	1	1	0%
Vandalism/Criminal Mischief	0	1	-100%
Disorderly Conduct	0	0	NA
Drug Violations	2	0	NA
Driving Under the Influence	0	1	-100%
Public Drunkenness	0	0	NA
Weapons Offenses	1	0	NA
All Other Offenses (Except Traffic)	0	0	NA
TOTALS	7	4	75%

MOTOR VEHICLE ACCIDENTS	28 DAY		
	2023	2022	% Change
Total Accidents	9	14	-35.71%
Non-Reportable	6	5	20%
Fatal Accidents	0	0	NA
Reportable	3	9	-66.66%



New Britain Township Police Department

Monthly Report -

September 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	1	-100%
Burglary	0	4	-100%
Theft	41	32	28.12%
Auto Theft	3	3	0%
Arson	0	0	NA
TOTALS	44	40	10%

PART 2 CRIMES	YTD		
	2023	2022	% Change
Assaults (non-aggravated)/Harassment	16	19	-15.78%
Fraud	26	19	36.84%
Vandalism/Criminal Mischief	7	6	16.66%
Disorderly Conduct	0	2	-100%
Drug Violations	7	5	40%
Driving Under the Influence	11	12	-8.33%
Public Drunkenness	1	4	-75%
Weapons Offenses	1	3	66.66%
All Other Offenses (Except Traffic)	0	3	-100%
TOTALS	76	73	4.10%

MOTOR VEHICLE ACCIDENTS	YTD		
	2023	2022	% Change
Total Accidents	151	156	-3.20%
Non-reportable	97	107	-9.35%
Fatal Accidents	0	0	NA
Reportable	54	49	10.20%



New Britain Township

Public Works

Departmental Report

Year: 2023

Month: September

Drainage: 326 Hrs.

Public Works checked all drainage systems after a couple heavy rain events. We re-graded roadside swales on Upper Stump Rd. between Stone Creek and Rt. 313 (Swamp Rd.), Naomi Lane, and New Galena Rd. between Rt. 313 (Swamp Rd.) and Chapman Rd. Public Works replaced a deteriorated cross pipe on Chapman Rd. between Ferry Rd. and Bucks County Park Property, as well as re-grading of ditchline.



Chapman Rd. pipe replacement.



Chapman Rd. roadside swale.



New Britain Township

Public Works

Road Maintenance: 62 Hrs.

We started street sweeping with our new street sweeper and will continue until all developments and all roads with curbing throughout New Britain Township are completed.

The 2023 Road Program, which included milling and paving of Naomi Lane, Far View Road, Greenwood Avenue and Maple Avenue, was completed.

Street Signs: 47 Hrs.

Public Works, with NBTPD assistance, continued painting vascar lines where needed.

Township Property Maintenance: 128 Hrs.

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

Equipment Maintenance: 133 Hrs.

All vehicles and equipment are cleaned, serviced, and inspected as needed.

Other: 98.5 Hrs.

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

Unfortunately, due to inclement weather, the 2023 Fall Fest was cancelled and the 300th Anniversary Fireworks Show was postponed to the following weekend.

Public Works and Parks & Recreation assisted with preparation of the 300th Anniversary Fireworks Show, which was held on the rain date September 30, 2023 at North Branch Park.

- Installed protective fencing outside the fallout zone of the fireworks show at rear of North Branch Park.
- Posted “No Parking” signs throughout neighboring developments and along Park Ave.
- Pickup and place message boards and light towers that were borrowed from Bucks County EMA.