



Meeting Packet

**Board of Supervisors
January 23, 2023**



ACTION ITEMS



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

BOARD MOTION

Date: January 23, 2023

I MOVE THAT: The Board approve the minutes of the December 12, 2022 Business Meeting and the January 3, 2023 Re-Organization Meeting of the New Britain Township Board of Supervisors.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: January 23, 2023

I MOVE THAT: The Board approve the Schedule of Bills dated January 13, 2023, in the amount of \$528,955.96, 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: First to Last

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

Paid Date Range: 12/22/22 to 01/13/23
 Include Non-Budgeted: Y Prior Year Only: N

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ADTC005	ADT COMMERCIAL	23000012	01/11/23	SECURITY SYSTEM	Open	285.76	0.00		
ANTHO030	ANTHONY PASSERINI	22001318	12/21/22	JUL-DEC 2022 CELL REIMB	Open	120.00	0.00		
AQUAP010	AQUA PENNSYLVANIA	22001375	12/31/22	FIRE HYDRANT RENTAL	Open	1,283.64	0.00		
ARMOU010	ARMOUR & SONS ELECTRIC I	22001269	12/01/22	TRAFFIC SIGNAL REPAIR	Open	375.00	0.00		
		22001374	12/23/22	ANNUAL AGREEMENT	Open	2,350.00	0.00		
		22001385	12/27/22	TRAFFIC SIGNAL REPAIR	Open	172.50	0.00		
						<u>2,897.50</u>			
ASAPM005	ASAP MAILING	23000008	01/09/23	2023 NEWSLETTER MAILING	Open	1,694.14	0.00		
ASPEN010	ASPEN GROVE HOLDINGS LP	22001344	12/29/22	TAX REFUND	Open	267.56	0.00		
ASPIR005	ASPIRANT CONSULTING GROUP LLC	23000017	01/09/23	POLICY DEV AND ACCRED	Open	2,908.33	0.00		
ASSOC010	ASSOCIATED TRUCK PARTS	22001305	12/09/22	VEHICLE REPAIRS	Open	1,186.77	0.00		
ATTMO010	AT&T MOBILITY	22001312	12/13/22	MOBILE PHONE SERVICE	Open	381.32	0.00		
AUTOZ005	AutoZone, Inc.	22001294	12/14/22	PARTS	Open	72.03	0.00		
AXONE005	AXON ENTERPRISE, INC.	22001270	12/13/22	FIREARMS/SUPPLIES	Open	2,493.36	0.00		
BEGLE005	BEGLEY CARLIN & MANDIO LLP	22001306	12/01/22	LEGAL EXPENSES	Open	16,413.25	0.00		
BERGE010	BERGEY'S INC.	22001303	12/09/22	VEHICLE REPAIR	Open	668.19	0.00		
		22001328	12/28/22	PD 48-07	Open	77.95	0.00		
		22001329	12/22/22	PD 48-05	Open	867.31	0.00		
		22001341	12/20/22	PW 48-27	Open	185.52	0.00		
		22001400	12/31/22	SERVICE 48-03	Open	109.95	0.00		
						<u>1,908.92</u>			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
BKS CT BKS CTY COURT REPORTERS, LLC									
		22001372	12/28/22	12/15/22 ZONING HEARING	Open	232.50	0.00		
BKSCT040 BKS CTY FIRE MARSHALS' ASSOCIA									
		22001273	12/20/22	INVESTIGATOR TRAINING PROGRAM	Open	20.00	0.00		
BUCKS030 BUCKS COUNTY CONSORTIUM									
		23000013	01/11/23	2023 MEMBERSHIP DUES	Open	250.00	0.00		
BUX-M010 BUX-MONT AWARDS									
		22001276	12/15/22	ENGRAVING	Open	12.50	0.00		
CRICH010 C. RICHARD MICHIE II									
		22001335	12/22/22	UNIFORM REIMBURSEMENT	Open	355.50	0.00		
		22001359	12/15/22	2022 MEDICAL REIMBURSEMENT	Open	50.00	0.00		
						405.50			
CAPIT005 CAPITAL ONE TRADE CREDIT									
		23000020	01/12/23	MEMBER FEE	Open	39.99	0.00		
CENTR020 CENTRAL BUCKS AMBULANCE									
		22001391	12/31/22	4TH QUARTER 2022 DISTRIBUTION	Open	1,879.00	0.00		
CENTR060 CENTRAL BUCKS SPECIAL RESPONSE									
		23000011	01/11/23	ANNUAL MEMBERSHIP 2023	Open	3,100.00	0.00		
CHAL-030 CHAL-BRIT REGIONAL EMS									
		22001390	12/31/22	4TH QUARTER 2022 DISTRIBUTION	Open	29,439.00	0.00		
CHALF080 CHALFONT FIRE COMPANY									
		22001392	12/31/22	4TH QUARTER 2022 DISTRIBUTION	Open	71,539.00	0.00		
CHAPM005 CHAPMAN FORD OF HORSHAM									
		22001285	12/01/22	2022 POLICE FORD EXPLORER	Open	38,555.00	0.00		
COMCA010 COMCAST									
		22001260	12/09/22	CABLE/INTERNET	Open	315.38	0.00		
		22001282	12/06/22	CABLE/INTERNET	Open	555.00	0.00		
		23000001	01/02/23	CABLE/INTERNET	Open	39.26	0.00		
						909.64			
COSTC010 COSTCO MEMBERSHIP									
		22001360	12/28/22	SUPPLIES	Open	436.56	0.00		
COUNTY COUNTY LINE FENCE COMPANY									
		22001296	12/14/22	FENCE	Open	1,020.00	0.00		
		22001367	12/31/22	FENCE	Open	3,619.12	0.00		
						4,639.12			
DANIE050 DANIEL A. GONZALEZ									
		22001368	12/31/22	2022 HEALTH CLUB REIMB	Open	250.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
DANIE055	DANIEL SACKS	22001358	12/19/22	2022 MEDICAL REIMBURSEMENT	Open	500.00	0.00		
DISPL015	Display and Sign Center Inc	22001275	12/20/22	2022 FORD POLICE 48-02	Open	985.00	0.00		
DOYLE030	DOYLESTOWN ELECTRIC	23000005	01/06/23	SHOP LIGHT BULBS	Open	164.85	0.00		
DOYLE060	DOYLESTOWN FIRE COMPANY	22001395	12/31/22	4TH QUARTER 2022 DISTRIBUTION	Open	1,626.00	0.00		
DUBLI010	DUBLIN FIRE COMPANY	22001394	12/31/22	4TH QUARTER 2022 DISTRIBUTION	Open	3,252.00	0.00		
DVHIT010	DVHT	23000003	01/01/23	HEALTH INSURANCE	Open	75,170.66	0.00		
EASTE010	EASTERN AUTOPARTS WAREHOU	22001388	12/31/22	AUTO PARTS	Open	1,783.21	0.00		
EDMUN030	EDMUNDS GOVTECH	23000014	01/11/23	2023 SOFTWARE MAINTENANCE	Open	4,742.38	0.00		
FINCH010	FINCH TURF INC.	22001280	12/19/22	MOWER REPAIR	Open	58.35	0.00		
		22001331	12/23/22	MOWER PARTS	Open	1,050.77	0.00		
		23000004	01/03/23	MOWER PARTS	Open	62.75	0.00		
						<u>1,171.87</u>			
FPMAT005	FP MAILING SOLUTIONS	22001284	12/04/22	POSTAGE METER	Open	117.50	0.00		
FRANK025	FRANK CALLAHAN CO., INC.	22001278	12/01/22	ULTRAPOWER AG BELT 48-640	Open	21.02	0.00		
GALLS010	GALLS, LLC	22001365	12/17/22	UNIFORM	Open	326.19	0.00		
		22001377	12/30/22	UNIFORMS	Open	314.08	0.00		
		22001397	12/29/22	UNIFORMS	Open	158.43	0.00		
						<u>798.70</u>			
GARYT005	GARY THOMAS	22001320	12/21/22	JUL-DEC 2022 CELL REIMB	Open	120.00	0.00		
GATEH005	GATEHOUSE MEDIA PA HOLDINGS	22001286	12/21/22	ADVERTISING	Open	837.71	0.00		
		22001398	12/31/22	ADVERTISING	Open	460.12	0.00		
						<u>1,297.83</u>			
GEORG040	GEORGE ALLEN PORTABLE TOILETS	22001314	12/23/22	PORTABLE TOILETS/PARKS	Open	664.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
GILMO010 GILMORE & ASSOCIATES INC.									
		22001307	12/01/22	ENGINEERING EXPENSES	Open	58,806.71	0.00		
GLOCK005 GLOCK PROFESSIONAL, INC.									
		23000021	01/09/23	ARMORERS COURSE M. DUNCAN	Open	250.00	0.00		
GOVTF005 GOVT FINANCE OFFICERS ASSOC									
		23000007	01/11/23	MEMBERSHIP RENEWAL 2023	Open	150.00	0.00		
HABER010 H.A. BERKHEIMER INC.									
		22001292	12/01/22	COMMISSION FEE NOV 2022	Open	33.59	0.00		
		22001379	12/30/22	COMMISSION FEE DEC 2022	Open	45.50	0.00		
						79.09			
HEFFE015 HEFFERNAN INSURANCE BROKERS									
		23000015	01/11/23	2023 BOND RENEWAL - JBATES	Open	825.00	0.00		
HILLT020 HILLTOWN FIRE COMPANY									
		22001393	12/31/22	4TH QUARTER 2022 DISTRIBUTION	Open	4,878.00	0.00		
HIRSC005 HIRSCHBERG MECHANICAL LLC									
		22001274	12/20/22	COMMERCIAL SERVICE CHARGE	Open	2,957.00	0.00		
HOLYP005 HOLY PROPERTIES, LLC									
		22001345	12/29/22	TAX REFUND 26-001-103-001	Open	29.31	0.00		
HOMED010 HOME DEPOT CREDIT SERVICES									
		22001389	12/28/22	SUPPLIES	Open	5,076.23	0.00		
HPT HPT SYSTEMS, INC.									
		22001378	12/31/22	MONTHLY CLOUD BACKUP - Q4 2022	Open	399.60	0.00		
INTEG010 INTEGRATED TURF MANAGEMENT INC									
		22001268	12/01/22	FALL IPM APPLICATION	Open	4,867.00	0.00		
INTERCO Intercounty Investigations									
		22001383	12/26/22	BACKGROUND INVEST PRE EMPLOY	Open	695.00	0.00		
JAMES145 JAMES GREENE									
		22001346	12/29/22	ESCROW RELEASE	Open	6,500.00	0.00		
JANET015 JANET GERMILLER									
		22001352	12/29/22	ESCROW RELEASE	Open	4,733.25	0.00		
JOHNS030 JOHN R. SMOOGEN									
		22001347	12/29/22	ESCROW RELEASE	Open	5,898.70	0.00		
KELSE005 KELSEY C. GANTHER									
		22001291	12/13/22	HEALTH CLUB REIMBURSEMENT	Open	149.00	0.00		
		22001325	12/21/22	JUL - DEC 2022 CELL REIMB	Open	120.00	0.00		
						269.00			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
KENCO010 KENCO HYDRAULICS INC.									
		22001277	12/15/22	OMP X 50 HYDRAULIC MOTOR	Open	292.00	0.00		
		22001289	12/06/22	THREAD TAPE/SEALANT PASTE	Open	9.89	0.00		
		22001310	12/16/22	CYLINDER REPAIR	Open	790.00	0.00		
		22001326	12/22/22	PLOW PART	Open	395.00	0.00		
		23000019	01/05/23	GATES HOSE ASSEMBLY BACKHOE	Open	104.46	0.00		
						<u>1,591.35</u>			
KIMG005 KIM GOODWIN									
		22001266	12/12/22	MILEAGE REIMBURSEMENT	Open	80.62	0.00		
		22001357	12/12/22	2022 MEDICAL REIMBURSEMENT	Open	17.41	0.00		
						<u>98.03</u>			
LEGAL005 LEGAL & LIABILITY RISK MGMT									
		23000024	01/13/23	TRAINING - R. LISCHKE	Open	325.00	0.00		
LORCO010 LORCO PETROLEUM SERVICES									
		22001279	12/19/22	OIL FILTER REMOVAL/WASHER FLUI	Open	554.52	0.00		
LOUIS005 LOUIS GENTNER									
		22001319	12/21/22	JUL-DEC 2022 CELL REIMB	Open	120.00	0.00		
MARIA015 MARIA CLANCY									
		22001267	12/12/22	MILEAGE REIMBURSEMENT	Open	35.63	0.00		
		23000025	01/06/23	2023 MEDICAL REIMBURSEMENT	Open	54.80	0.00		
						<u>90.43</u>			
MARYS005 MARY SENAUSKY									
		22001288	12/12/22	CARPET CLEANING	Open	212.00	0.00		
MCDON010 MCDONALD UNIFORM COMPANY									
		22001332	12/22/22	UNIFORM	Open	917.68	0.00		
		22001364	12/31/22	UNIFORM	Open	25.80	0.00		
						<u>943.48</u>			
MICHA165 MICHAEL BAKER INTERNATIONAL									
		22001337	12/27/22	COLEMAN TRAIL FINAL DESIGN	Open	18,780.00	0.00		
		22001373	12/01/22	COLEMAN TRAIL FINAL DESIGN	Open	17,000.00	0.00		
						<u>35,780.00</u>			
MORTO005 MORTON SALT, INC.									
		22001354	12/16/22	BULK SAFE-T-SALT	Open	6,504.28	0.00		
		22001384	12/29/22	BULK SAFE-T-SALT	Open	6,649.29	0.00		
						<u>13,153.57</u>			
MOTOR010 MOTOROLA SOLUTIONS INC.									
		22001382	12/27/22	POLICE PORTABLE RADIO	Open	6,562.68	0.00		
MOYER010 MOYER INDOOR/OUTDOOR									
		22001338	12/21/22	HEATING OIL	Open	4,008.81	0.00		
MUNIL005 MUNILOGIC									
		22001217	12/15/22	MONTHLY HOSTING FEE	Open	265.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
NICOL010 NICOLE PERCETTI									
		22001381	12/29/22	TAX COLLECTOR INTERIM REIMB	Open	161.50	0.00		
NORTH100 NORTH AMERICAN SAFETY INC									
		22001264	12/19/22	UNIFORMS	Open	223.95	0.00		
NORTH050 NORTH PENN WATER AUTHORIT									
		22001363	12/20/22	WATER	Open	152.83	0.00		
PACHI010 PA CHIEFS OF POLICE ASSOC									
		22001298	12/07/22	MEMBERSHIP RENEWAL	Open	150.00	0.00		
		22001370	12/30/22	EMPLOYMENT POSTING	Open	200.00	0.00		
						<u>350.00</u>			
PENNS020 PA ONE CALL SYSTEM, INC.									
		22001366	12/31/22	PA ONE CALLS	Open	59.22	0.00		
PATRI020 PATRICIA A. BLUMBERG									
		22001349	12/29/22	ESCROW RELEASE	Open	2,121.00	0.00		
PDFT0005 PDFT									
		23000022	01/02/23	LE ADV PISTOL & CARBINE	Open	420.00	0.00		
PECOE020 PECO ENERGY-PAYMENT PROCESSING									
		22001281	12/09/22	ELECTRIC	Open	551.69	0.00		
		22001311	12/20/22	ELECTRIC	Open	3,197.54	0.00		
		22001361	12/29/22	ELECTRIC	Open	211.36	0.00		
		22001376	12/31/22	ELECTRIC	Open	446.00	0.00		
		22001396	12/31/22	ELECTRIC	Open	39.54	0.00		
						<u>4,446.13</u>			
PENNP005 PENN POWER GROUP									
		22001386	12/22/22	GENERATOR SERVICE	Open	480.00	0.00		
PENNS085 PENN'S PROPERTY GROUP									
		22001348	12/29/22	ESCROW RELEASE	Open	10,000.00	0.00		
PINEGRES PINECREST COUNTRY CLUB									
		22001272	12/21/22	2022 HOLIDAY LUNCHEON	Open	1,555.00	0.00		
SEALM010 PMG SM HOLDINGS LLC									
		22001297	12/13/22	WHITE MARKING PAINT	Open	1,244.32	0.00		
PRIMA005 PRIMARY ARMS LLC									
		22001301	12/13/22	UNIFORM	Open	132.22	0.00		
		22001333	12/21/22	SUPPLIES	Open	827.73	0.00		
						<u>959.95</u>			
PSATS020 PSATS									
		23000006	01/11/23	2023 PSATS MEMBERSHIPS	Open	2,452.00	0.00		
READY005 READY REFRESH BY NESTLE									
		22001334	12/06/22	BOTTLED WATER	Open	359.70	0.00		

Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date	Description				
READY005	READY REFRESH BY NESTLE	Continued				
22001399	12/31/22	BOTTLED WATER	Open 280.59	0.00		
			640.29			
REPU005	REPUBLIC SERVICES #320					
22001342	12/15/22	TRASH SERVICES	Open 1,866.15	0.00		
RICT010	RICHTER DRAFTING & OFFICE SUPP					
22001271	12/13/22	OFFICE SUPPLIES	Open 160.16	0.00		
22001336	12/20/22	OFFICE SUPPLIES	Open 54.05	0.00		
			214.21			
RIGGI010	RIGGINS INC.					
22001293	12/15/22	PW DIESEL	Open 1,005.69	0.00		
22001339	12/16/22	FUEL	Open 2,799.01	0.00		
22001380	12/30/22	FUEL	Open 2,590.52	0.00		
			6,395.22			
ROBER070	ROBERT D. SKELTON					
22001356	12/21/22	2022 MEDICAL REIMBURSEMENT	Open 2,500.00	0.00		
23000009	01/05/23	2023 HEALTH CLUB REIMB	Open 250.00	0.00		
			2,750.00			
ROBER270	ROBERT E. LITTLE, INC.					
22001330	12/22/22	ST - FILLER CAP	Open 4.49	0.00		
ROBER290	ROBERT LIVESAY					
22001353	12/29/22	ESCROW RELEASE	Open 4,844.31	0.00		
RRDON005	RR DONNELLEY					
22001300	12/01/22	TRAFFIC CITATIONS	Open 120.00	0.00		
SERVI010	SERVICE TIRE TRUCK CENTERS					
22001304	12/16/22	TIRES	Open 2,150.03	0.00		
23000018	01/09/23	TIRES PARK/REC TRAILER	Open 392.48	0.00		
			2,542.51			
STJUD015	ST. JUDE SCHOOL					
22001350	12/29/22	ESCROW RELEASE	Open 3,000.00	0.00		
STAND015	STANDARD DIGITAL LEASING					
22001315	12/24/22	COPIER	Open 497.82	0.00		
STAND010	STANDARD INSURANCE COMPANY					
22001262	12/15/22	LIFE/DISABILITY INSURANCE	Open 3,376.43	0.00		
STREE015	STREET COP TRAINING LLC					
22001302	12/12/22	TRAINING CLASSES - R. LISCHKE	Open 450.00	0.00		
TDAME010	TD AMERITRADE INSTITUTIONAL					
22001322	12/29/22	EMPLOYEE PENSION CONTRIBUTIONS	Open 17,216.25	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
THOMA010 THOMAS & ANN MARIE LITCHKO									
		22001351	12/29/22	ESCROW RELEASE	Open	4,588.88	0.00		
THOMA090 THOMAS J. WALSH III, ESQ.									
		22001265	12/16/22	ZONING LEGAL SERVICES	Open	1,408.00	0.00		
THOMP010 THOMPSON NETWORKS									
		22001290	12/16/22	GODADDY CHARGE PASS-THROUGH	Open	225.78	0.00		
		22001308	12/24/22	MONTHLY HELP DESK SERVICES	Open	1,369.00	0.00		
						1,594.78			
TRIPL005 TRIPLE CROWN PRODUCTS									
		22001295	12/12/22	UNIFORMS	Open	261.50	0.00		
		22001323	12/01/22	UNIFORMS	Open	750.04	0.00		
						1,011.54			
USMUN010 U.S. MUNICIPAL SUPPLY IN									
		22001287	12/08/22	PLOW PARTS	Open	1,774.92	0.00		
UNITE010 UNITED INSPECTION AGENCY INC.									
		22001263	12/14/22	OUTSIDE INSPECTIONS	Open	1,160.00	0.00		
		22001371	12/28/22	OUTSIDE INSPECTIONS	Open	2,120.00	0.00		
						3,280.00			
UNIVE015 UNIVEST BANK									
		23000010	01/11/23	PRINCIPAL/INTEREST	Open	2,163.26	0.00		
VERIZ010 VERIZON									
		22001261	12/12/22	FIOS SERVICES/EQUIP	Open	22.30	0.00		
		22001283	12/05/22	POLICE INTERNET	Open	150.58	0.00		
		23000002	01/03/23	INTERNET	Open	110.99	0.00		
		23000023	01/05/23	POLICE INTERNET	Open	150.58	0.00		
						434.45			
VERIZ050 VERIZON WIRELESS									
		22001309	12/19/22	POLICE WIRELESS SERVICE	Open	135.72	0.00		
		22001313	12/19/22	POLICE WIRELESS SERVICE	Open	480.12	0.00		
		22001362	12/23/22	POLICE WIRELESS SERVICE	Open	25.04	0.00		
						640.88			
WAREH010 WAREHOUSE BATTERY OUTLET INC.									
		22001340	12/20/22	GRADER BATTERY	Open	191.24	0.00		
WEHRU010 WEHRUNG'S									
		22001387	12/31/22	MATERIALS	Open	20.31	0.00		
WILLI010 WILLIAM A. MAY									
		22001317	12/21/22	JUL-DEC 2022 CELL REIMB	Open	120.00	0.00		
		22001355	12/22/22	2022 MEDICAL REIMBURSEMENT	Open	60.00	0.00		
						180.00			
WILL030 WILLIAM BLACK									
		22001324	12/21/22	JUL - DEC 2022 CELL REIMB	Open	120.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
WILLO010 WILLOW TREE & LANDSCAPE SERVIC									
		22001316	12/21/22	TREE REMOVAL	Open	775.00	0.00		
		22001369	12/31/22	TREE REMOVAL	Open	5,025.00	0.00		
						<u>5,800.00</u>			
WITME010 WITMER PUBLIC SAFETY GROUP, INC									
		22001299	12/03/22	UNIFORM	Open	89.95	0.00		
YCGIN005 YCG, INC.									
		23000016	01/06/23	ONSITE CALIBRATION FEE	Open	900.00	0.00		
ZACHA005 ZACHARY JENKINS									
		22001343	12/21/22	JUL - DEC 2022 CELL REIMB	Open	40.00	0.00		
ZANES005 ZANE SNYDER									
		22001321	12/21/22	DEC 2022 CELL REIMB	Open	20.00	0.00		
Total Purchase Orders:		166	Total P.O. Line Items:		0	Total List Amount:	528,955.96	Total Void Amount:	0.00

**EXPENDITURES PREVIEW
APPROVAL**

NBT BOARD OF SUPERVISORS

**APPROVED BY THE BOARD OF
SUPERVISORS**

Attest: _____

Date: _____



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

BOARD MOTION

Date: January 23, 2023

I MOVE THAT: The Board approve all items on the consent agenda, dated January 23, 2023, per the attachment.

Presented By: _____

Seconded By: _____

Consent Agenda Items for the Next Meeting (01/23/2023)

1. Wawa, Inc. has executed Escrow Release #1 (Final) for the West Butler Ave/County Line Road Wawa project for \$726,756.96 leaving \$0.00 remaining. There is no required escrow for the 18-month maintenance period because all improvements are private.
2. 180 New Britain Blvd Associates, LLC has executed a Professional Services Agreement for a Subdivision/Land Development project for 180 New Britain Blvd & 354 Schoolhouse Road, TMP #26-001-100 & #26-001-102, with corresponding legal and engineering escrow of \$5,000.00.
3. RHG Properties, LLC has executed a Professional Services Agreement for a Subdivision/Land Development project for 35 Limekiln Road, TMP #26-012-051, with corresponding legal and engineering escrow of \$10,000.00.
4. Melissa & Steve Capps have executed a Professional Services Agreement for a stormwater site plan review for 214 Cornwall Drive, TMP #26-007-081, with corresponding legal and engineering escrow of \$5,000.00.
5. Barley Custom Homes, LLC has executed a Professional Services Agreement for the construction of a single-family home and stormwater review for 171 Upper Church Road, TMP #26-004-002-005, with corresponding legal and engineering escrow of \$5,000.00.
6. Execute Record Plans for the Lot Line Change for 267 Creek Road, TMP #26-011-024 & 283 Creek Road, TMP #26-011-026.



December 20, 2022

File No. 17-11069-01

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

Reference: **Wawa Inc.**, West Butler Ave/County Line Road, Escrow Release 1 (FINAL)
TMP #26-006-101, and -005, Wawa, Inc.
TMP #26-006-101-003 & -004, CTP Management LLC

Dear Matt:

As requested by the Applicant and in accordance with the conditions set forth in the Development and Financial Security Agreements, we have prepared Certificate of Completion #1 (FINAL) in the amount of \$726,756.96 for execution of an officer of Wawa, Inc., which has been signed and can be considered at the Board of Supervisors' next public meeting, tentatively scheduled for January 23, 2023.

We recommend the release of the funds as delineated on the attached breakdown to Wawa, Inc.

In addition to this release, we recommend acceptance of completion of the required improvements. The improvements completed by Wawa Inc. are private, and therefore no 18-month maintenance period is required.

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

Sincerely,

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

JM/tw/sl

Enclosures: as referenced

cc: Michael Walsh, Assistant Manager
Ryan Gehman, Assistant Planning and Zoning Officer
Jeffrey P. Garton, Esquire, Begley, Carlin and Mandio, LLP
Tomás Guitteau, Real Estate Coordinator, Wawa, Inc.
Craig D. Kennard, P.E., E.V.P, Gilmore & Associates, Inc.
Jerry O'Donnell, Gilmore & Associates, Inc.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

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

December 15, 2022
Project No.: G&A #17-11069-01

**CERTIFICATE OF COMPLETION NO. 1(FINAL)
WAWA, INC.
NEW BRITAIN TOWNSHIP**

Original Financial Security: \$ 605,630.80 (Total Construction)
 \$ 60,563.08 (Total Contingency)
 \$ 60,563.08 (Total Eng/Insp/Legal)
 \$ 726,756.96 (Total Escrow Posted)

We, the undersigned, hereby certify that the work provided for a certain Agreement between New Britain Township and Wawa, Inc., dated April 26, 2021, relative to the construction and installation of certain improvements to the Wawa in Chalfont site have been completed to the extent of Seven Hundred Twenty-Six Thousand Seven Hundred Fifty-Six Dollars and Ninety-Six Cents (\$726,756.96). This certificate authorizes the Financial Security be reduced to the extent of \$726,756.96 held by PNC Bank pursuant to the Financial Security Agreement between the Township, the Bank, and Wawa, Inc.

This draft is drawn upon the above stated security account and no other account which may be applicable to this project or in which Wawa, Inc. may have an interest. It is payable in an amount not to exceed \$726,756.96 to Wawa, Inc. or such other persons or parties as they shall designate.

ESCROW SUMMARY

Total Financial Security:	\$ 726,756.96
Amount of Previous Releases:	\$ 0.00
Amount of this Request:	\$ 726,756.96
Amount of Construction Available:	\$ 0.00
Total Escrow Remaining:	\$ 0.00

NEW BRITAIN TOWNSHIP ENGINEER:

Janene Marchand 12/15/2022
Date
Janene Marchand, P.E.
Gilmore & Associates, Inc
Township Engineers

DESIGNATED DRAFT RECIPIENT:

JOHN M. POPLAWSKI
Name (print) ~~Vice President of Real Estate~~
Title _____
Signature John M. Poplawski

NEW BRITAIN TOWNSHIP MANAGER:

Matt West, Township Manager



ESCROW RELEASE STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Wawa - W. Butler Ave.	TOTAL CONSTRUCTION:	\$ 605,630.80	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ 605,630.80
PROJECT NO.:	17-11069	TOTAL CONSTRUCTION CONTINGENCY (10%):	\$ 60,563.08	RETAINAGE THIS RELEASE (10%):	\$ -
PROJECT OWNER:	Wawa	TOTAL ENG/INSP/LEGAL:	\$ 60,563.08	ENG/INSP/LEGAL RELEASED THIS PERIOD:	\$ 121,126.16
		TOTAL ESCROW POSTED:	\$726,756.96	AMOUNT OF THIS RELEASE:	\$ 726,756.96
MUNICIPALITY:	New Britain Township			TOTAL ESCROW RELEASED TO DATE:	\$ 726,756.96
ESCROW AGENT:	PNC			TOTAL ESCROW REMAINING:	\$ -
TYPE OF SECURITY:	Irrevocable Standby Letter of Credit	RELEASE NO.:	1 (FINAL)	TOTAL CONSTRUCTION CONTINGENCY (10%):	\$ 60,563.08
AGREEMENT DATE:	April 26, 2021	RELEASE DATE:	1/23/2023	TOTAL ENG/INSP/LGL:	\$ 60,563.08
				TOTAL RETAINAGE TO DATE:	\$ -
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ -

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
I. BUILDING ROOF DRAINS											
1. 4" HDPE	LF	195	\$ 10.00	\$ 1,950.00	195.00	\$1,950.00	195.00	\$1,950.00		\$ -	
2. 6" HDPE	LF	116	\$ 11.00	\$ 1,276.00	116.00	\$1,276.00	116.00	\$1,276.00		\$ -	
3. 6" PVC (Gas Canopy)	LF	453	\$ 13.50	\$ 6,115.50	453.00	\$6,115.50	453.00	\$6,115.50		\$ -	
4. Cleanout	EA	14	\$ 300.00	\$ 4,200.00	14.00	\$4,200.00	14.00	\$4,200.00		\$ -	
II. CONCRETE FOR BUILDING WORK											
1. 8" Concrete Curb w/4" Stone Base	LF	1,722	\$ 15.00	\$ 25,830.00	1722.00	\$25,830.00	1722.00	\$25,830.00		\$ -	
2. 4' Concrete Sidewalk	SF	3,922	\$ 6.00	\$ 23,532.00	3922.00	\$23,532.00	3922.00	\$23,532.00		\$ -	
3. Handicap Ramps	EA	5	\$ 2,500.00	\$ 12,500.00	5.00	\$12,500.00	5.00	\$12,500.00		\$ -	
4. 6" Concrete Paving	SF	11,888	\$ 8.00	\$ 95,104.00	11888.00	\$95,104.00	11888.00	\$95,104.00		\$ -	
5. 8" Concrete Paving	SF	1,848	\$ 10.00	\$ 18,480.00	1848.00	\$18,480.00	1848.00	\$18,480.00		\$ -	
6. Concrete Bollards	EA	101	\$ 350.00	\$ 35,350.00	101.00	\$35,350.00	101.00	\$35,350.00		\$ -	
III. PAVEMENT ITEMS RELATED TO BUILDING WORK											
1. Fine Grade and Compact Subgrade	SY	5,209	\$ 1.00	\$ 5,209.00	5209.00	\$5,209.00	5209.00	\$5,209.00		\$ -	
2. 6" 2A Modified Stone	SY	5,209	\$ 15.00	\$ 78,135.00	5209.00	\$78,135.00	5209.00	\$78,135.00		\$ -	
3. 4" 25mm Base Course	SY	5,209	\$ 20.00	\$ 104,180.00	5209.00	\$104,180.00	5209.00	\$104,180.00		\$ -	
5. Sweep and Tack Coat	SY	5,209	\$ 1.00	\$ 5,209.00	5209.00	\$5,209.00	5209.00	\$5,209.00		\$ -	
6. 1 1/2" 9.5mm Wearing Course	SY	5,403	\$ 15.00	\$ 81,045.00	5403.00	\$81,045.00	5403.00	\$81,045.00		\$ -	
7. Curb and Joint Seal	LS	1	\$ 900.00	\$ 900.00	1.00	\$900.00	1.00	\$900.00		\$ -	
8. Pavement Markings/Street Print Crosswalks	LS	1	\$ 3,600.00	\$ 3,600.00	1.00	\$3,600.00	1.00	\$3,600.00		\$ -	
9. Traffic Signs	EA	15	\$ 200.00	\$ 3,000.00	15.00	\$3,000.00	15.00	\$3,000.00		\$ -	
IV. LANDSCAPING FOR WAWA WORK											
1. Shade Trees (3-4" Caliper)	EA	43	\$ 550.00	\$ 23,650.00	43.00	\$23,650.00	43.00	\$23,650.00		\$ -	
2. Evergreen and Deciduous Shrubs (30"-36")	EA	160	\$ 70.00	\$ 11,200.00	160.00	\$11,200.00	160.00	\$11,200.00		\$ -	
3. Evergreen and Deciduous Shrubs (3'-4')	EA	14	\$ 85.00	\$ 1,190.00	14.00	\$1,190.00	14.00	\$1,190.00		\$ -	
4. Evergreen and Deciduous Shrubs (6'-8')	EA	15	\$ 130.00	\$ 1,950.00	15.00	\$1,950.00	15.00	\$1,950.00		\$ -	
5. Groundcover Shrubs	EA	36	\$ 35.00	\$ 1,260.00	36.00	\$1,260.00	36.00	\$1,260.00		\$ -	
6. Ornamental Grasses	EA	15	\$ 12.00	\$ 180.00	15.00	\$180.00	15.00	\$180.00		\$ -	
7. Mulch	SF	8,530	\$ 0.01	\$ 85.30	8530.00	\$85.30	8530.00	\$85.30		\$ -	
V. LIGHTING FOR WAWA WORK											
1. Single LED Pole Lighting	EA	12	\$ 3,200.00	\$ 38,400.00	12.00	\$38,400.00	12.00	\$38,400.00		\$ -	
2. Double LED Pole Lighting	EA	1	\$ 3,900.00	\$ 3,900.00	1.00	\$3,900.00	1.00	\$3,900.00		\$ -	
3. Triple LED Pole Lighting	EA	1	\$ 4,600.00	\$ 4,600.00	1.00	\$4,600.00	1.00	\$4,600.00		\$ -	
VI. MISCELLANEOUS											
1. Bike Rack	EA	3	\$ 1,200.00	\$ 3,600.00	3.00	\$3,600.00	3.00	\$3,600.00		\$ -	
2. Buffer Fence	LS	1	\$ 10,000.00	\$ 10,000.00	1.00	\$10,000.00	1.00	\$10,000.00		\$ -	



ESCROW RELEASE STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Wawa - W. Butler Ave.	TOTAL CONSTRUCTION:	\$ 605,630.80	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ 605,630.80
PROJECT NO.:	17-11069	TOTAL CONSTRUCTION CONTINGENCY (10%):	\$ 60,563.08	RETAINAGE THIS RELEASE (10%):	\$ -
PROJECT OWNER:	Wawa	TOTAL ENG/INSP/LEGAL:	\$ 60,563.08	ENG/INSP/LEGAL RELEASED THIS PERIOD:	\$ 121,126.16
		TOTAL ESCROW POSTED:	\$726,756.96	AMOUNT OF THIS RELEASE:	\$ 726,756.96
MUNICIPALITY:	New Britain Township			TOTAL ESCROW RELEASED TO DATE:	\$ 726,756.96
ESCROW AGENT:	PNC			TOTAL ESCROW REMAINING:	\$ -
TYPE OF SECURITY:	Irrevocable Standby Letter of Credit	RELEASE NO.:	1 (FINAL)	TOTAL CONSTRUCTION CONTINGENCY (10%):	\$ 60,563.08
AGREEMENT DATE:	April 26, 2021	RELEASE DATE:	1/23/2023	TOTAL ENG/INSP/LGL:	\$ 60,563.08
				TOTAL RETAINAGE TO DATE:	\$ -
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ -

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
I. BUILDING ROOF DRAINS											
1. 4" HDPE	LF	195	\$ 10.00	\$ 1,950.00	195.00	\$1,950.00	195.00	\$1,950.00		\$ -	
2. 6" HDPE	LF	116	\$ 11.00	\$ 1,276.00	116.00	\$1,276.00	116.00	\$1,276.00		\$ -	
3. 6" PVC (Gas Canopy)	LF	453	\$ 13.50	\$ 6,115.50	453.00	\$6,115.50	453.00	\$6,115.50		\$ -	
4. Cleanout	EA	14	\$ 300.00	\$ 4,200.00	14.00	\$4,200.00	14.00	\$4,200.00		\$ -	
II. CONCRETE FOR BUILDING WORK											
1. 8" Concrete Curb w/4" Stone Base	LF	1,722	\$ 15.00	\$ 25,830.00	1722.00	\$25,830.00	1722.00	\$25,830.00		\$ -	
2. 4' Concrete Sidewalk	SF	3,922	\$ 6.00	\$ 23,532.00	3922.00	\$23,532.00	3922.00	\$23,532.00		\$ -	
3. Handicap Ramps	EA	5	\$ 2,500.00	\$ 12,500.00	5.00	\$12,500.00	5.00	\$12,500.00		\$ -	
4. 6" Concrete Paving	SF	11,888	\$ 8.00	\$ 95,104.00	11888.00	\$95,104.00	11888.00	\$95,104.00		\$ -	
5. 8" Concrete Paving	SF	1,848	\$ 10.00	\$ 18,480.00	1848.00	\$18,480.00	1848.00	\$18,480.00		\$ -	
6. Concrete Bollards	EA	101	\$ 350.00	\$ 35,350.00	101.00	\$35,350.00	101.00	\$35,350.00		\$ -	
III. PAVEMENT ITEMS RELATED TO BUILDING WORK											
1. Fine Grade and Compact Subgrade	SY	5,209	\$ 1.00	\$ 5,209.00	5209.00	\$5,209.00	5209.00	\$5,209.00		\$ -	
2. 6" 2A Modified Stone	SY	5,209	\$ 15.00	\$ 78,135.00	5209.00	\$78,135.00	5209.00	\$78,135.00		\$ -	
3. 4" 25mm Base Course	SY	5,209	\$ 20.00	\$ 104,180.00	5209.00	\$104,180.00	5209.00	\$104,180.00		\$ -	
5. Sweep and Tack Coat	SY	5,209	\$ 1.00	\$ 5,209.00	5209.00	\$5,209.00	5209.00	\$5,209.00		\$ -	
6. 1 1/2" 9.5mm Wearing Course	SY	5,403	\$ 15.00	\$ 81,045.00	5403.00	\$81,045.00	5403.00	\$81,045.00		\$ -	
7. Curb and Joint Seal	LS	1	\$ 900.00	\$ 900.00	1.00	\$900.00	1.00	\$900.00		\$ -	
8. Pavement Markings/Street Print Crosswalks	LS	1	\$ 3,600.00	\$ 3,600.00	1.00	\$3,600.00	1.00	\$3,600.00		\$ -	
9. Traffic Signs	EA	15	\$ 200.00	\$ 3,000.00	15.00	\$3,000.00	15.00	\$3,000.00		\$ -	
IV. LANDSCAPING FOR WAWA WORK											
1. Shade Trees (3-4" Caliper)	EA	43	\$ 550.00	\$ 23,650.00	43.00	\$23,650.00	43.00	\$23,650.00		\$ -	
2. Evergreen and Deciduous Shrubs (30"-36")	EA	160	\$ 70.00	\$ 11,200.00	160.00	\$11,200.00	160.00	\$11,200.00		\$ -	
3. Evergreen and Deciduous Shrubs (3'-4')	EA	14	\$ 85.00	\$ 1,190.00	14.00	\$1,190.00	14.00	\$1,190.00		\$ -	
4. Evergreen and Deciduous Shrubs (6'-8')	EA	15	\$ 130.00	\$ 1,950.00	15.00	\$1,950.00	15.00	\$1,950.00		\$ -	
5. Groundcover Shrubs	EA	36	\$ 35.00	\$ 1,260.00	36.00	\$1,260.00	36.00	\$1,260.00		\$ -	
6. Ornamental Grasses	EA	15	\$ 12.00	\$ 180.00	15.00	\$180.00	15.00	\$180.00		\$ -	
7. Mulch	SF	8,530	\$ 0.01	\$ 85.30	8530.00	\$85.30	8530.00	\$85.30		\$ -	
V. LIGHTING FOR WAWA WORK											
1. Single LED Pole Lighting	EA	12	\$ 3,200.00	\$ 38,400.00	12.00	\$38,400.00	12.00	\$38,400.00		\$ -	
2. Double LED Pole Lighting	EA	1	\$ 3,900.00	\$ 3,900.00	1.00	\$3,900.00	1.00	\$3,900.00		\$ -	
3. Triple LED Pole Lighting	EA	1	\$ 4,600.00	\$ 4,600.00	1.00	\$4,600.00	1.00	\$4,600.00		\$ -	
VI. MISCELLANEOUS											
1. Bike Rack	EA	3	\$ 1,200.00	\$ 3,600.00	3.00	\$3,600.00	3.00	\$3,600.00		\$ -	
2. Buffer Fence	LS	1	\$ 10,000.00	\$ 10,000.00	1.00	\$10,000.00	1.00	\$10,000.00		\$ -	



New Britain Township

Professional Services Agreement

THIS AGREEMENT made this _____ day of _____, A.D., 2022, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as **"Township"**) and **180 NEW BRITAIN BLVD ASSOCIATES, LLC**, of 100 Front St, Suite 560, One Tower Bridge, West Conshohocken, PA 19428 (hereafter referred to as **"Developer"**).

WITNESSETH:

WHEREAS, the Developer is the applicant for Subdivision and/or Land Development or an applicant for zoning, building, use & occupancy, and/or other permit(s) of certain real estate bearing Bucks County Tax Map Parcel Nos. 26-001-100 & 26-001-102, located at 180 New Britain Blvd & 354 Schoolhouse Rd, with the following project number 2022-12765 and

WHEREAS, the Developer has presented to the Township with all plans, applications, and/or any other documentation required to make improvements to the property or structures located thereon (hereinafter referred to as the **"Project"**) in conjunction with the application for Subdivision and/or Land Development or an applicant for zoning, building, use & occupancy, and/or other permit(s) from the Township (hereinafter referred to as the **"Plans"**) for the use or improvement of their land with the Township, which Plans are hereby incorporated by reference and made a part hereof; and

WHEREAS, the Developer has requested and/or requires the Township approval and/or review of its proposed plans, permit applications, and/or approval of the Plans and the Township is willing to authorize Township staff and its professional staff to undertake reviews, inspections, and/or approvals of Plans, permit applications, or work undertaken on the property upon execution of the Agreement and upon deposit of an escrow account according to the current New Britain Township Fee Schedule.

NOW, THEREFORE, the parties agree as follows:

1. The Developer and Township hereby authorize and direct the Township's consulting engineer or his designee(s) (hereinafter referred to as **"Engineer"**) to review the engineering or site plans and to make such recommendations and specifications as may be necessary with respect to such plans and to make any and all engineering inspections as required by the Township pursuant to its ordinances or codes which in the Engineer's opinion are required in accordance with good engineering practices.
2. The Developer and the Township acknowledge that the Township will incur additional engineering, legal and other costs and fees relating to the development of the subject site and review and approval of Developer's proposed plan or project.
3. The Developer shall pay: (a) the Engineer's charges and fees for review of and/or preparation of any Plans or development proposals and all subsequent inspections,

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

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

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

In the event that the above deposited **escrow fund shall fall below One Thousand Dollars (\$1,000.00)**, the Developer shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the account to its original balance. In the event, the escrow is insufficient to pay current Township-incurred expenses, Developer agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to reestablishing the base escrow account balance. The Township will use its best efforts to advise the Developer of the impending likelihood that its costs have exceeded the required escrow account sums as described above.

Developer and Township agree that upon completion of the proposed development and/or upon completion of Township's review of Developer's plan or proposal, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Township Manager and in accordance with the instructions, if any, with said written request.
(*Per Resolution No. 2019-12, as amended or modified from time to time.)

5. In the event that Developer fails to provide sufficient funds in the above-described revolving escrow account upon **thirty (30) days written notice** to the Developer or make initial deposit payment described above **within five (5) days** of the date of this Agreement, the Developer shall be in default of this Agreement.

In the event of Developer's default as described above, the Township may

refuse to issue any permit or grant any approval necessary to further improve or develop the subject site until such time as the terms of this Agreement are strictly met by Developer.

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

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

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

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

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

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

FOR NEW BRITAIN TOWNSHIP:

ATTEST:

Aaron Repucci
(Applicant - Print Name)

Matt West, Township Manager
By: [Signature]
(Applicant - Signature(s))

(Applicant - Print Name)

By: _____
(Applicant - Signature(s))

REQUIRED:

Provide an email address to receive notifications on your escrow account status.

~~XXXXXXXXXX~~ A.REPUCCI@TACMM.COM
(Applicant - Email)

NEW BRITAIN TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 4th day of November, A.D., 2022, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as “**Township**”) and **RHG PROPERTIES, LLC**, PO Box 677, Morgantown, PA 19543 (hereafter referred to as “**Developer**”).

WITNESSETH:

WHEREAS, the Developer is the applicant for Subdivision and/or Land Development of certain real estate bearing Bucks County Tax Map Parcel No. 26-012-051 located at 35 Limekiln Rd and

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

Escrow Acct #2022-12689

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

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

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

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

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

In the event that the above deposited escrow fund shall fall below the original

Escrow Acct #2022-12689

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

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

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

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

In the event of Developer's default as described above, the Township may refuse to issue

Escrow Acct #2022-12689

any permit or grant any approval necessary to further improve or develop the subject site until such time as the terms of this Agreement are strictly met by Developer.

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

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

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

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

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

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

FOR NEW BRITAIN TOWNSHIP:

ATTEST:

Matt West, Township Manager

Michelle R. Wells
(Applicant - Print Name)

By: Michelle R. Wells, mgr.
(Applicant - Signature(s))

(Applicant - Print Name)

By: _____
(Applicant - Signature(s))



New Britain Township

Professional Services Agreement

THIS AGREEMENT made this 10th day of January, A.D., 2023, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as "**Township**") and **MELISSA & STEVE CAPPS**, 214 Cornwall Dr, Chalfont, PA 18914 (hereafter referred to as "**Developer**").

WITNESSETH:

WHEREAS, the Developer is the applicant for Subdivision and/or Land Development or an applicant for zoning, building, use & occupancy, and/or other permit(s) of certain real estate bearing Bucks County Tax Map Parcel No. 26-007-081, located at 214 Cornwall Dr, with the following project number 2022-12789 and

WHEREAS, the Developer has presented to the Township with all plans, applications, and/or any other documentation required to make improvements to the property or structures located thereon (hereinafter referred to as the "**Project**") in conjunction with the application for Subdivision and/or Land Development or an applicant for zoning, building, use & occupancy, and/or other permit(s) from the Township (hereinafter referred to as the "**Plans**") for the use or improvement of their land with the Township, which Plans are hereby incorporated by reference and made a part hereof; and

WHEREAS, the Developer has requested and/or requires the Township approval and/or review of its proposed plans, permit applications, and/or approval of the Plans and the Township is willing to authorize Township staff and its professional staff to undertake reviews, inspections, and/or approvals of Plans, permit applications, or work undertaken on the property upon execution of the Agreement and upon deposit of an escrow account according to the current New Britain Township Fee Schedule.

NOW, THEREFORE, the parties agree as follows:

1. The Developer and Township hereby authorize and direct the Township's consulting engineer or his designee(s) (hereinafter referred to as "**Engineer**") to review the engineering or site plans and to make such recommendations and specifications as may be necessary with respect to such plans and to make any and all engineering inspections as required by the Township pursuant to its ordinances or codes which in the Engineer's opinion are required in accordance with good engineering practices.
2. The Developer and the Township acknowledge that the Township will incur additional engineering, legal and other costs and fees relating to the development of the subject site and review and approval of Developer's proposed plan or project.
3. The Developer shall pay: (a) the Engineer's charges and fees for review of and/or preparation of any Plans or development proposals and all subsequent inspections, monitoring or testing performed in order to insure compliance with all applicable

ordinances of the Township or other rules, regulations and statutes; (b) legal fees for review by the Township Solicitor of any and all plans, documents, correspondence or other materials and matters or issues related to the Developer's Plan or proposal; and (c) a monthly charge of 10% of billed expenses that are incurred by the Township by reason of this Contract.

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

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

In the event that the above deposited **escrow fund shall fall below One Thousand Dollars (\$1,000.00)**, the Developer shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the account to its original balance. In the event, the escrow is insufficient to pay current Township-incurred expenses, Developer agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to reestablishing the base escrow account balance. The Township will use its best efforts to advise the Developer of the impending likelihood that its costs have exceeded the required escrow account sums as described above.

Developer and Township agree that upon completion of the proposed development and/or upon completion of Township's review of Developer's plan or proposal, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Township Manager and in accordance with the instructions, if any, with said written request.
(*Per Resolution No. 2019-12, as amended or modified from time to time.)

5. In the event that Developer fails to provide sufficient funds in the above-described revolving escrow account upon **thirty (30) days written notice** to the Developer or make initial deposit payment described above **within five (5) days** of the date of this Agreement, the Developer shall be in default of this Agreement.

In the event of Developer's default as described above, the Township may refuse to issue any permit or grant any approval necessary to further improve or

develop the subject site until such time as the terms of this Agreement are strictly met by Developer.

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

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

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

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

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

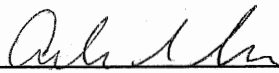
IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused their signatures to be affixed and have affixed their hand and seals the day and year first above written.

FOR NEW BRITAIN TOWNSHIP:

ATTEST:

Matt West, Township Manager

Amber McCubbin
(Applicant - Print Name)

By: 
(Applicant - Signature(s))

(Applicant - Print Name)

By: _____
(Applicant - Signature(s))

REQUIRED:

Provide an email address to receive notifications on your escrow account status.

extrahours24@gmail.com
(Applicant - Email)

NEW BRITAIN TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT
(PERMITS)

THIS AGREEMENT made this 4 day of January, A.D., 2023, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “**Township**”) and **BARLEY CUSTOM HOMES, LLC** of 46 Barley Rd, Ivyland, PA 18974 (hereinafter referred to as “**Developer**”).

WITNESSETH:

WHEREAS, Developer is the applicant for zoning, building, and/or use & occupancy permits concerning certain real estate located at **171 Upper Church Rd**, also known as Bucks County Tax Map Parcel No(s). **26-004-002-005** (hereinafter referred to as the “**Property**”); and

WHEREAS, Developer has presented to the Township plans for the use, development, improvement, construction, and/or occupancy of the Property or structures located thereon (hereinafter referred to as the “**Project**”) in conjunction with the application for this/these permit(s) from the Township (hereinafter referred to as the “**Plans**”), which Plans are hereby incorporated by reference and made a part hereof; and

WHEREAS, Developer has requested and/or requires the Township’s review and/or approval of the Plans in conjunction with the permit application(s); and

WHEREAS, in conjunction with the Project, Developer needs to execute Township forms and documents required by the Township’s review and/or approval of the Plans and/or permit application(s); and

WHEREAS, Developer has requested and/or requires the Township’s inspection and/or

approval of the work undertaken on the Property in conjunction with the requested permit(s); and

WHEREAS, the Township is willing to authorize its professional staff to undertake such review, preparation, inspection, and/or approval upon execution of this Agreement and the deposit of escrow funds in accordance with the current New Britain Township Fee Schedule.

NOW, THEREFORE, the parties agree as follows:

1. Developer and the Township hereby authorize and direct the Township's consulting engineer or his/her designee(s) (hereinafter referred to as "**Engineer**") to review the Plans and to make such recommendations and specifications as may be necessary with respect to such Plans and to make any and all engineering inspections as required by the Township pursuant to its ordinances or codes which in the Engineer's opinion are required in accordance with good engineering practices.

2. Developer and the Township acknowledge that the Township will incur additional engineering, legal, and other costs and fees relating to the review, approval, and inspection of the Plans and Project.

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

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

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

5. In the event that the balance of the Escrow Account falls below 50% of the original deposit amount, Developer shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the Account to its original balance. In the event that this replenishment is insufficient to pay current Township-incurred expenses, Developer agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to replenishing the Escrow Account to its original balance. The Township will use its best efforts to advise Developer of the impending likelihood that its costs have exceeded the required Escrow Account balance described above.

6. Developer and the Township agree that upon completion or cancellation of the Project, all unused portions of the Escrow Account shall be returned to Developer upon written request to the Township Manager and in accordance with the instructions, if any, with said written request.

7. In the event Developer fails to provide sufficient funds for the Escrow Account as required under this Agreement upon fifteen (15) days written notice to Developer or fails make

the initial deposit payment described above within five (5) days of the date of this Agreement, Developer shall be in default of this Agreement.

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

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

10. Developer may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Township that it does not desire to proceed with the Project and/or Plan. Developer shall be liable to the Township for its costs and expenses incurred to the date and time of the Township's receipt of this cancellation notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.

11. Developer and the Township further agree that the Township shall have the right and privilege to sue Developer or then property owner in assumpsit for reimbursement or to lien the property or both in its sole discretion for any expense in excess of the then current balance of funds in the Escrow Account incurred by the Township and payable by Developer under this Agreement. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

12. Developer and the Township acknowledge that this Agreement represents their full

understanding as to the Township's reimbursement for professional or consultant services.

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

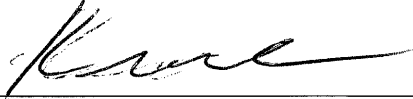
IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused their signatures to be affixed and have affixed their hand and seals the day and year first above written.

FOR NEW BRITAIN TOWNSHIP:

Matt West, Township Manager

FOR APPLICANT:

Keith Boyd
(Applicant - Print Name)

By: 
(Applicant - Signature(s))

(Applicant - Print Name)

By: _____
(Applicant - Signature(s))

NATURAL RESOURCES LEGEND

- 300' EXISTING CONTOUR LINES (FIELD LOCATED)
- SOIL BOUNDARY LINE
- TREELINE
- STREAM / POND LINE
- FENCELINE
- UTILITY POLE
- DWELLING / BUILDING
- SWIMMING POOL
- RETAINING WALL

Parcel Line Table

Line #	Length	Direction
L1	39.36	S33° 58' 28"W
L2	274.62	S60° 07' 39"E
L3	110.08	S63° 32' 16"E
L4	213.28	N46° 38' 49"E
L5	162.73	N38° 32' 35"E
L6	141.54	N62° 33' 57"E
L7	34.34	S43° 08' 11"E
L8	54.65	S42° 52' 37"W
L9	181.53	N53° 32' 16"W
L10	301.37	N53° 32' 16"W
L11	418.46	N53° 32' 16"W
L12	248.86	N68° 46' 39"E
L13	67.50	N20° 45' 15"W
L14	184.98	N69° 16' 24"E
L15	92.07	N20° 43' 36"W
L16	108.80	S51° 41' 25"E
L17	101.86	S9° 56' 53"E
L18	156.71	S37° 36' 03"W
L19	84.89	S10° 37' 16"E
L20	141.40	S19° 52' 22"E
L21	901.36	N53° 32' 16"W

Parcel Line Table

Line #	Length	Direction
L50	299.38	S62° 09' 26"W
L51	225.81	N70° 32' 50"E
L52	234.60	S47° 19' 37"E
L53	197.50	S62° 09' 26"W
L54	274.62	N50° 07' 39"W
L55	338.66	S79° 17' 44"W
L56	253.40	S52° 33' 57"W
L57	901.36	S53° 32' 16"E
L58	49.53	N88° 12' 56"E
L59	63.28	S53° 17' 30"E
L62	26.33	N52° 33' 57"E

Parcel Line Table

Line #	Length	Direction
L71	35.25	S63° 08' 11"E
L72	36.79	S68° 27' 59"W
L73	30.00	N20° 43' 36"W

Parcel Line Table

Line #	Length	Direction
L34	138.66	S68° 46' 39"W
L35	82.88	N53° 32' 16"W
L36	242.94	N53° 41' 17"W
L37	4.66	N60° 15' 13"E
L38	28.21	S65° 06' 49"E
L39	36.56	S49° 40' 42"E
L40	26.79	S55° 37' 59"E
L41	39.98	S50° 22' 32"E
L42	66.92	S60° 11' 47"E
L43	32.86	S40° 41' 31"E
L44	26.15	S74° 43' 56"E
L45	24.39	N70° 39' 30"E
L46	44.81	S53° 48' 01"E
L47	114.60	N69° 23' 06"E
L48	27.86	S21° 13' 21"E
L49	227.86	N83° 59' 02"W

Parcel Line Table

Line #	Length	Direction
L104	48.46	N21° 12' 21"W
L105	133.55	N69° 16' 24"E
L106	63.39	N11° 39' 09"W
L107	32.62	N15° 46' 13"W
L108	42.13	N30° 13' 49"W
L109	12.91	N49° 39' 36"E
L110	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L111	110.20	S66° 46' 39"W
L112	48.46	N21° 12' 21"W
L113	133.55	N69° 16' 24"E
L114	63.39	N11° 39' 09"W
L115	32.62	N15° 46' 13"W
L116	42.13	N30° 13' 49"W
L117	12.91	N49° 39' 36"E
L118	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L119	110.20	S66° 46' 39"W
L120	48.46	N21° 12' 21"W
L121	133.55	N69° 16' 24"E
L122	63.39	N11° 39' 09"W
L123	32.62	N15° 46' 13"W
L124	42.13	N30° 13' 49"W
L125	12.91	N49° 39' 36"E
L126	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L127	110.20	S66° 46' 39"W
L128	48.46	N21° 12' 21"W
L129	133.55	N69° 16' 24"E
L130	63.39	N11° 39' 09"W
L131	32.62	N15° 46' 13"W
L132	42.13	N30° 13' 49"W
L133	12.91	N49° 39' 36"E
L134	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L135	110.20	S66° 46' 39"W
L136	48.46	N21° 12' 21"W
L137	133.55	N69° 16' 24"E
L138	63.39	N11° 39' 09"W
L139	32.62	N15° 46' 13"W
L140	42.13	N30° 13' 49"W
L141	12.91	N49° 39' 36"E
L142	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L22	119.35	N67° 41' 39"W
L23	110.07	N53° 08' 11"W
L24	64.29	N48° 17' 37"W
L25	56.58	N53° 08' 21"W
L26	41.01	S46° 15' 40"W
L27	140.44	N53° 08' 11"W
L28	64.30	S69° 16' 24"W
L29	110.19	N10° 59' 02"W
L30	122.94	N51° 41' 25"W
L31	92.34	N25° 55' 15"W
L32	814.53	S53° 08' 11"E

Parcel Line Table

Line #	Length	Direction
L23	119.35	N67° 41' 39"W
L24	110.07	N53° 08' 11"W
L25	64.29	N48° 17' 37"W
L26	56.58	N53° 08' 21"W
L27	41.01	S46° 15' 40"W
L28	140.44	N53° 08' 11"W
L29	64.30	S69° 16' 24"W
L30	110.19	N10° 59' 02"W
L31	122.94	N51° 41' 25"W
L32	92.34	N25° 55' 15"W
L33	814.53	S53° 08' 11"E

Parcel Line Table

Line #	Length	Direction
L34	110.20	S66° 46' 39"W
L35	48.46	N21° 12' 21"W
L36	133.55	N69° 16' 24"E
L37	63.39	N11° 39' 09"W
L38	32.62	N15° 46' 13"W
L39	42.13	N30° 13' 49"W
L40	12.91	N49° 39' 36"E
L41	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L42	110.20	S66° 46' 39"W
L43	48.46	N21° 12' 21"W
L44	133.55	N69° 16' 24"E
L45	63.39	N11° 39' 09"W
L46	32.62	N15° 46' 13"W
L47	42.13	N30° 13' 49"W
L48	12.91	N49° 39' 36"E
L49	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L50	110.20	S66° 46' 39"W
L51	48.46	N21° 12' 21"W
L52	133.55	N69° 16' 24"E
L53	63.39	N11° 39' 09"W
L54	32.62	N15° 46' 13"W
L55	42.13	N30° 13' 49"W
L56	12.91	N49° 39' 36"E
L57	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L58	110.20	S66° 46' 39"W
L59	48.46	N21° 12' 21"W
L60	133.55	N69° 16' 24"E
L61	63.39	N11° 39' 09"W
L62	32.62	N15° 46' 13"W
L63	42.13	N30° 13' 49"W
L64	12.91	N49° 39' 36"E
L65	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L66	110.20	S66° 46' 39"W
L67	48.46	N21° 12' 21"W
L68	133.55	N69° 16' 24"E
L69	63.39	N11° 39' 09"W
L70	32.62	N15° 46' 13"W
L71	42.13	N30° 13' 49"W
L72	12.91	N49° 39' 36"E
L73	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L74	110.20	S66° 46' 39"W
L75	48.46	N21° 12' 21"W
L76	133.55	N69° 16' 24"E
L77	63.39	N11° 39' 09"W
L78	32.62	N15° 46' 13"W
L79	42.13	N30° 13' 49"W
L80	12.91	N49° 39' 36"E
L81	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L82	110.20	S66° 46' 39"W
L83	48.46	N21° 12' 21"W
L84	133.55	N69° 16' 24"E
L85	63.39	N11° 39' 09"W
L86	32.62	N15° 46' 13"W
L87	42.13	N30° 13' 49"W
L88	12.91	N49° 39' 36"E
L89	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L90	110.20	S66° 46' 39"W
L91	48.46	N21° 12' 21"W
L92	133.55	N69° 16' 24"E
L93	63.39	N11° 39' 09"W
L94	32.62	N15° 46' 13"W
L95	42.13	N30° 13' 49"W
L96	12.91	N49° 39' 36"E
L97	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L98	110.20	S66° 46' 39"W
L99	48.46	N21° 12' 21"W
L100	133.55	N69° 16' 24"E
L101	63.39	N11° 39' 09"W
L102	32.62	N15° 46' 13"W
L103	42.13	N30° 13' 49"W
L104	12.91	N49° 39' 36"E
L105	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L106	110.20	S66° 46' 39"W
L107	48.46	N21° 12' 21"W
L108	133.55	N69° 16' 24"E
L109	63.39	N11° 39' 09"W
L110	32.62	N15° 46' 13"W
L111	42.13	N30° 13' 49"W
L112	12.91	N49° 39' 36"E
L113	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L114	110.20	S66° 46' 39"W
L115	48.46	N21° 12' 21"W
L116	133.55	N69° 16' 24"E
L117	63.39	N11° 39' 09"W
L118	32.62	N15° 46' 13"W
L119	42.13	N30° 13' 49"W
L120	12.91	N49° 39' 36"E
L121	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L122	110.20	S66° 46' 39"W
L123	48.46	N21° 12' 21"W
L124	133.55	N69° 16' 24"E
L125	63.39	N11° 39' 09"W
L126	32.62	N15° 46' 13"W
L127	42.13	N30° 13' 49"W
L128	12.91	N49° 39' 36"E
L129	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L130	110.20	S66° 46' 39"W
L131	48.46	N21° 12' 21"W
L132	133.55	N69° 16' 24"E
L133	63.39	N11° 39' 09"W
L134	32.62	N15° 46' 13"W
L135	42.13	N30° 13' 49"W
L136	12.91	N49° 39' 36"E
L137	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L138	110.20	S66° 46' 39"W
L139	48.46	N21° 12' 21"W
L140	133.55	N69° 16' 24"E
L141	63.39	N11° 39' 09"W
L142	32.62	N15° 46' 13"W
L143	42.13	N30° 13' 49"W
L144	12.91	N49° 39' 36"E
L145	191.16	S20° 45' 03"E

Parcel Line Table

Line #	Length	Direction
L146	110.20	S66° 46' 39"W
L147	48.46	N21° 12' 21"W
L148	133.55	N69° 16' 24"E
L149	63.39	N11° 39' 09"W
L150	32.62	N15° 46' 13"W
L151	42.13	N30° 13' 49"W
L152	12.91	N49° 39' 36"E
L153	191.16	S20° 45' 03"E

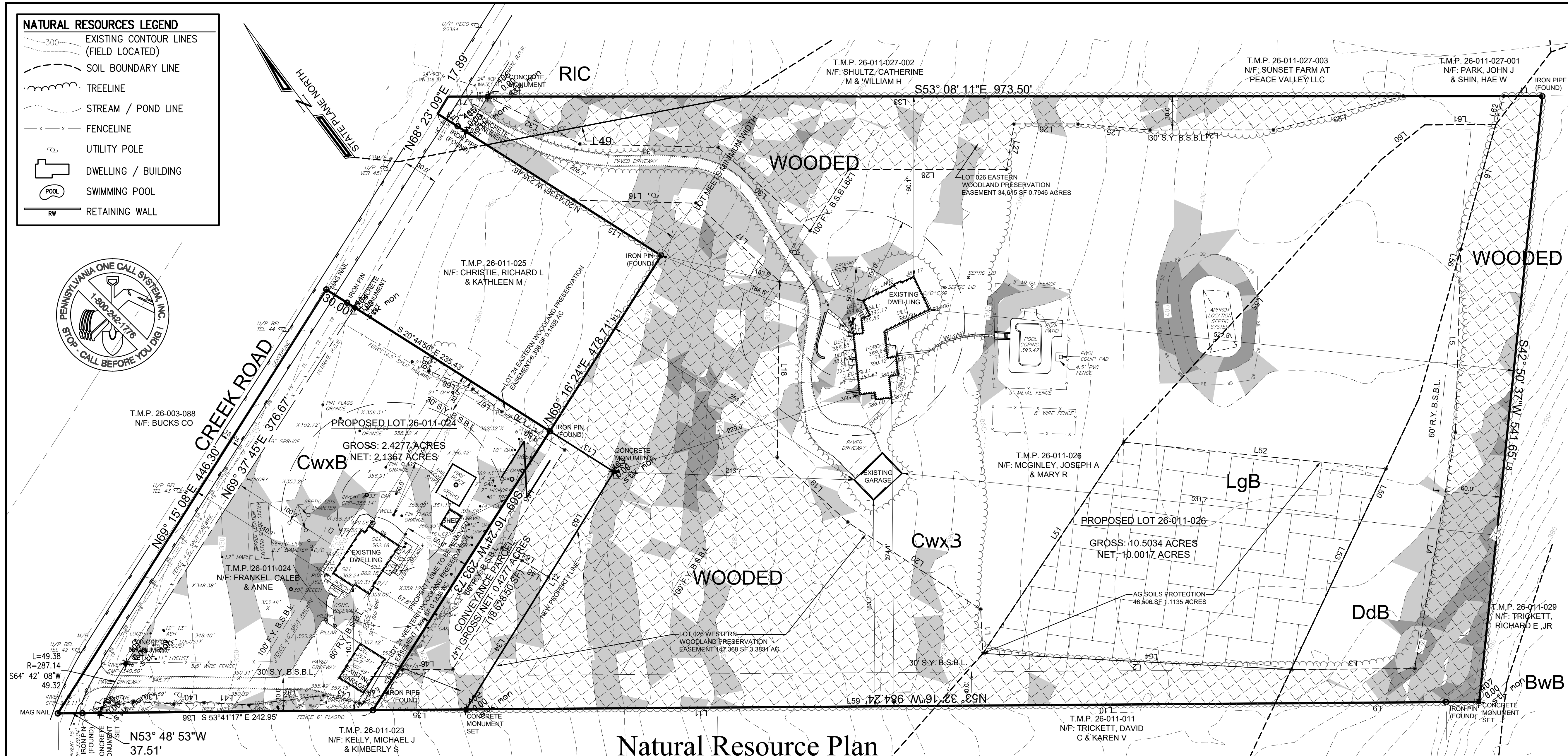
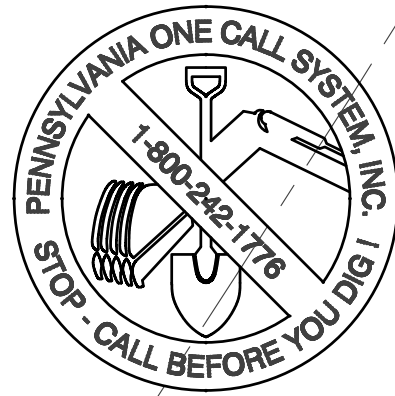
Parcel Line Table

Line #	Length	Direction
L154	110.20	S66° 46' 39"W
L155	48.46	N21° 12' 21"W
L156	133.55	N69° 16' 24"E
L157	63.39	N11° 39' 09"W
L158	32.62	N15° 46' 13"W
L159	42.13	N30° 13' 49"W
L160	12.91	N49° 39' 36"E
L161	191.16	S20° 45' 03"E

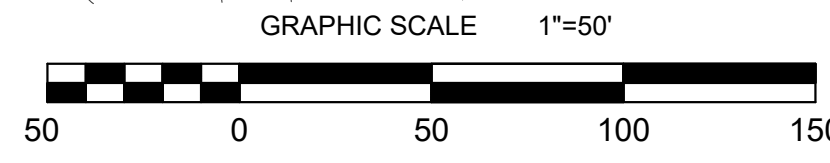
Parcel Line Table

Line #	Length	Direction
L162	110.20	S66° 46' 39"W
L163	48.46	N21° 12' 21"W
L164	133.55	N69° 16' 24"E
L165	63.39	N11° 39' 09"W
L166	32.62	N15° 46' 13"W
L167	42.13	

NATURAL RESOURCES LEGEND	
	EXISTING CONTOUR LINES (FIELD LOCATED)
	SOIL BOUNDARY LINE
	TREELINE
	STREAM / POND LINE
	FENCELINE
	UTILITY POLE
	DWELLING / BUILDING
	SWIMMING POOL
	RETAINING WALL



Natural Resource Plan



CALCULATION OF RESOURCE PROTECTION FOR PROPOSED TAX PARCEL 26-011-024			
NATURAL RESOURCES	PROTECTION RATIO	AREAS OF LAND IN RESOURCES (AC)	PROPOSED AREA IN EASEMENT (AC)
WATERCOURSES	1.00	0.00	0.00
RIPARIAN BUFFER	1.00	0.00	0.00
FLOODPLAIN	1.00	0.00	0.00
FLOODPLAIN SOILS	1.00	0.00	0.00
WETLANDS	1.00	0.00	0.00
LAKES OR PONDS	1.00	0.00	0.00
WETLAND MARGINS	0.80	0.00	0.00
WOODLANDS	0.80	0.42	0.33
SLOPES (8 - 15%)**	0.60	0.00	0.00
SLOPES (15 - 25%)**	0.70	0.05	0.00
SLOPES (> 25%)	0.85	0.00	0.00
AGRICULTURAL SOILS	0.50	0.00	0.00
TOTAL RESOURCES PROTECTED LAND		0.33	ACRES

CALCULATION OF RESOURCE PROTECTION FOR PROPOSED TAX PARCEL 26-011-026				
NATURAL RESOURCES	PROTECTION RATIO	AREAS OF LAND IN RESOURCES (AC)	RESOURCE PROTECTION LAND (ACRES X PROTECTION RATIO) (AC)	ACRES OF LAND TO BE IN EASEMENT (AC)
WATERCOURSES	1.00	0.00	0.00	0.00
RIPARIAN BUFFER	1.00	0.00	0.00	0.00
FLOODPLAIN	1.00	0.00	0.00	0.00
FLOODPLAIN SOILS	1.00	0.00	0.00	0.00
WETLANDS	1.00	0.00	0.00	0.00
LAKES OR PONDS	1.00	0.00	0.00	0.00
WETLAND MARGINS	0.80	0.00	0.00	0.00
WOODLANDS	0.80	5.22	4.17	4.18
SLOPES (8 - 15%)**	0.60	0.23	0.00	0.00
SLOPES (15 - 25%)**	0.70	0.11	0.00	0.00
SLOPES (> 25%)	0.85	0.00	0.00	0.00
AGRICULTURAL SOILS	0.50	2.23	1.11	1.11
TOTAL RESOURCES PROTECTED LAND		5.29	ACRES	

SOIL INFORMATION										
SOIL SURVEY OF BUCKS COUNTY, PENNSYLVANIA - SEPTEMBER 2002										
CERTIFIED BY NATURAL RESOURCES CONSERVATION SERVICE										
SOIL SYMBOL	NAME AND TEXTURE	SLOPE	HYDROLOGIC SOILS GROUP	HYDRIC SOIL	DEPTH TO SEASONAL HIGH WATER TABLE	DRAINAGE CLASS	RESTRICTIVE FEATURES AND DEPTH	LAND CAPABILITY CLASSIFICATION	FARMLAND CLASSIFICATION	RESOLUTION TO SOIL LIMITATIONS
Cwx3	CHOTON SILT LOAM	0 TO 8%	D	YES	0.0' TO 0.5'	MODERATELY WELL DRAINED	FRAGIPAN: 15" TO 25" BEDROCK (LITRIFIC) 60" TO 72"	7s	NOT PRIME FARMLAND	AREA AND TIME OF DISTURBANCE IS TO BE MINIMIZED. DISTURBED AREAS TO BE REVEGETATED IMMEDIATELY.
DdB	DOKLESTOWN SILT LOAM	3 TO 8%	D	NO	0.0' TO 0.5'	POORLY DRAINED	FRAGIPAN: 15" TO 25" BEDROCK (PARALITHIC) 42" TO 72"	4w	NOT PRIME FARMLAND	AREA AND TIME OF DISTURBANCE IS TO BE MINIMIZED. DISTURBED AREAS TO BE REVEGETATED IMMEDIATELY.
LgB	LANSDALE LOAM	3% TO 8%	B	NO	GREATER THAN 6'	WELL DRAINED	BEDROCK (PARALITHIC) 40" TO 60"	2E	ALL AREAS ARE PRIME FARMLAND	AREA AND TIME OF DISTURBANCE IS TO BE MINIMIZED. DISTURBED AREAS TO BE REVEGETATED IMMEDIATELY.

REV #	DATE	DESCRIPTION	INITIALS
REV # 2	10/14/22	REVISED PER TOWNSHIP COMMENT	ADC
REV # 1	9/19/22	REVISED PER TOWNSHIP COMMENT	SJL

Crews Surveying, LLC
 1806 DEEP RUN ROAD, SUITE B PIPERSVILLE, PA 18947
 (215)766-2477 (215)493-1610 www.CrewsSurveying.com
 P.O. BOX 360 NEW HOPE, PA 18938

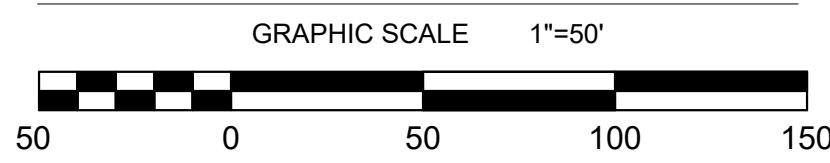
LOT LINE CHANGE PLAN
 PREPARED FOR
FRANKEL & MCGINLEY TRACT
 TAX MAP PARCEL 26-011-024 & 26-011-026
 SITUATE IN
 NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA

DATE	DRAWN BY	CHECKED BY	SCALE	F.B./PG.	JOB NO.	SHEET NO.
MARCH 24, 2022	DY	ADC	1" = 50'	56/44	5303, REF: 5199	2 OF 3

COPYRIGHT NOTICE:
 ALL PLANS AND THE INFORMATION DEPICTED HEREON AS PREPARED BY CREWS SURVEYING, LLC ARE THE RESULT OF PROFESSIONAL SERVICE INTENDED SOLELY FOR THE SPECIFIC NAMED PROJECT AND CLIENT. ANY REPRODUCTION OF INFORMATION, REVISION, OR RELEASE OF THESE PLANS WITHOUT THE PRIOR WRITTEN APPROVAL OF CREWS SURVEYING, LLC, SHALL BE CONSIDERED A VIOLATION OF THE CODE OF ETHICS, AS WELL AS A THEFT OF CORPORATE ASSETS. VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW, ONLY THOSE PLANS INCORPORATING THE RAISED SEAL OF A REGISTERED PROFESSIONAL LAND SURVEYOR OR PROFESSIONAL ENGINEER UNDER THE EMPLOY AND/OR CONTRACT OF CREWS SURVEYING, LLC, SHALL BE CONSIDERED COMPLETE AND OFFICIAL.



Aerial Plan



REV # 2	10/14/22	REVISED PER TOWNSHIP COMMENT	ADC
REV # 1	9/19/22	REVISED PER TOWNSHIP COMMENT	SJL
REV #	DATE	DESCRIPTION	INITIALS


Crews Surveying, LLC
 1806 DEEP RUN ROAD, SUITE B PIPERSVILLE, PA 18947
 (215)766-2477 (215)493-1610 www.CrewsSurveying.com
 P.O. BOX 360 NEW HOPE, PA 18938

LOT LINE CHANGE PLAN
 PREPARED FOR
FRANKEL & MCGINLEY TRACT
 TAX MAP PARCEL 26-011-024 & 26-011-026
 SITUATE IN
 NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA

DATE	DRAWN BY	CHECKED BY	SCALE	F.B./PG.	JOB NO.	SHEET NO.
MARCH 24, 2022	DY	ADC	1" = 50'	56/44	5303, REF: 5199	2 OF 3



COPYRIGHT NOTICE:
 ALL PLANS AND THE INFORMATION DEPICTED HEREON AS PREPARED BY CREWS SURVEYING, LLC ARE THE RESULT OF PROFESSIONAL SERVICE INTENDED SOLELY FOR THE SPECIFIC NAMED PROJECT AND CLIENT. ANY REPRODUCTION OF INFORMATION, REVISION, OR REUSE OF THESE PLANS WITHOUT THE PRIOR WRITTEN APPROVAL OF CREWS SURVEYING, LLC, SHALL BE CONSIDERED A VIOLATION OF THE CODE OF ETHICS, AS WELL AS A THEFT OF CORPORATE ASSETS. VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW, ONLY THOSE PLANS INCORPORATING THE RAISED SEAL OF A REGISTERED PROFESSIONAL LAND SURVEYOR OR PROFESSIONAL ENGINEER UNDER THE EMPLOY AND/OR CONTRACT OF CREWS SURVEYING, LLC, SHALL BE CONSIDERED COMPLETE AND OFFICIAL.

2022-1-9 E:\JOBFILES\5300-5303\DWG FILES\5303 FRANKEL, CS-5199\DWG FILES\5303 FRANKEL-MCGINLEY 2022-03-24.LOT LINE CHANGE.DWG



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

BOARD MOTION

Date: January 23, 2023

I MOVE THAT: The Board approve Resolution 2023-03: Records Dissolution #1, per the attachments.

Presented By: _____

Seconded By: _____

RESOLUTION NO. 2023-03

**New Britain Township
Bucks County, PA**

**A Resolution Declaring the Township of New Britain's Intent to Dispose of
Records as Set Forth in the Municipal Records Manual Approved on June
18, 2012 and in Accordance with Resolution 1999-20**

WHEREAS, by virtue of Resolution No. 1999-20, adopted June 28, 1999, New Britain Township declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved on July 16, 1993, as amended; and,

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of New Britain Township, Bucks County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following public records:

Bid Documents, General and Construction, Unsuccessful Bids 2016-2020
Bid Documents, General Contracts, Successful Bids 2014-2016
Payroll Records, Quarterly Reports, W-2's, Timesheets, etc. 2015-2019

DULY ADOPTED this 23rd day of January, 2023, by the Board of Supervisors of New Britain Township, in lawful session duly assembled.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

William B. Jones, III, Chair

Stephanie Shortall, Vice Chair

Gregory T. Hood, Member

Matt West, Township Manager

Cynthia M. Jones, Member

MaryBeth McCabe, Esq., Member



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

BOARD MOTION

Date: January 23, 2023

I MOVE THAT: The Board approve Resolution 2023-04: 2023 Budget Amendment #1, amending the 2023 Final Budget to include expenses for Server Upgrades & IT Consolidation to be paid for by using American Rescue Plan funds, per the attachments.

Presented By: _____

Seconded By: _____

MEMO



TO: Board of Supervisors, Matt West
FROM: Michael Walsh
DATE: January 17, 2023
RE: Resolution 2023-04: 2023 Budget Amendment #1

The Board of Supervisors has recognized the need to professionalize and modernize New Britain Township’s facilities & operations. The adopted 5-Year Capital Improvement Plan (“CIP”) includes numerous projects aimed at achieving this goal, such as the redesign of the administrative workspace, an upgraded phone system, a new file storage system, new lockers in the Police Department (which consists of a new women’s locker room for our female officers), as well as a Facilities Assessment of the Police Department in 2023. Township staff appreciates the additional tools to better serve Township residents.

The 2023 Final Budget allocated **\$175,000** in the General Fund and **\$207,500** in the ARPA Capital Fund for the above-mentioned projects.

Budget Line Item	General Fund	ARPA Capital Fund
01.400.320	\$ 24,000.00	\$ -
01.409.370	\$ 51,000.00	\$ 167,500.00
01.410.760	\$ 100,000.00	\$ 40,000.00
Total	\$ 175,000.00	\$ 207,500.00

- **01.400.320 – Telephone/Communications**
 - This line item includes **\$24,000** in the General Fund – Administrative telephone and cell phone service, leasing, maintenance and includes an upgraded telephone system in 2023.
 - This line item includes **\$0** in the ARPA Capital Fund
- **01.409.370 – Building Maintenance and Improvements**
 - This line item includes **\$51,000** in the General Fund – Annual service contracts on heaters and air-conditioning units, minor service, paint, plumbing, landscaping, general upkeep of 207 Park Avenue and includes new carpet & a landscape redesign for 207 Park Avenue in 2023.
 - This line item includes **\$167,500** in the ARPA Capital Fund – Building Maintenance and Improvements of 207 Park Avenue and includes a remodel of New Britain Township’s Administration Offices, furniture, etc. and is part of the Township’s 5-year Capital Improvement Plan for 2023.
- **01.410.760 – Renovation to Police Department**
 - This line item includes **\$100,000** in the General Fund – Maintenance and repairs to Police Department areas of the building including hiring an Engineer/Architect/Consultant to perform an evaluation of the current Police Department facilities in 2023.
 - This line item includes **\$40,000** in the ARPA Capital Fund – Maintenance and repairs to Police Department areas of the building including installation of new lockers in the Police Department and is part of the Township’s 5-year Capital Improvement Plan for 2023.

On January 3, 2023, the Board of Supervisors took the first step to completing these projects by authorizing purchase orders for new furniture & a file storage system. Including the other projects in this year's budget, New Britain Township will take a significant step towards achieving the Board's goals in 2023.

Township staff continued to evaluate current and future projects and identified an opportunity to advance the Township's goal to further professionalize and modernize operations by undertaking the Server Upgrades & Information Technology Consolidation (IT Consolidation) project in 2023. This project is part of the 5-Year Capital Improvement Plan (CIP) for 2024 and the expense is not currently part of the 2023 Budget.

Undertaking the IT Consolidation project in 2023 will provide the following benefits:

1. This project can disrupt Township operations along with approved projects, such as the Administration Redesign and phone system upgrade. The Township can limit disruptions to a single period by completing these projects simultaneously.
2. Additional space will be provided for the Administration Redesign project to install new workstations.
3. The Township will be able to reduce the project cost by taking advantage of the current prices of services and materials as the cost of all goods continues to rise substantially.
4. New Britain Township will take a significant step forward in professionalizing and modernizing how the Township serves its residents.
5. There will be no impact on the General Fund or current/future tax rates by adding the expense for this project to the 2023 Budget.

Staff is seeking the Board's authorization to amend the 2023 Final Budget to include an additional expense of **\$65,000** from the ARPA Capital Fund for IT Consolidation with the cost allocated as shown below.

Budget Line Item	General Fund	ARPA Capital Fund
01.400.741	\$ 51,000.00	\$ 32,500.00
01.410.210	\$ 40,000.00	\$ 32,500.00
Total	\$ 91,000.00	\$ 65,000.00

- **01.400.741 – Computer Software/Licenses**
 - This line item includes **\$51,000** in the General Fund – Annual software license agreements for IT Services, Software Licenses, including Finance, GIS, Website, Permit, Asset Management, etc. and includes the costs to move from Munilogic to Traiser Asset Management System in 2023.
 - This line item will add an additional expense of **\$32,500** in the ARPA Capital Fund – Annual software license agreements for IT Services, Software Licenses, including Finance, GIS, Website, Permit, Asset Management, etc. Nothing is currently included in this line item for ARPA Capital Fund in 2023.
- **01.410.210 – Major Supplies/Computer/Equipment/Repairs**
 - This line item includes **\$40,000** in the General Fund – Computer replacements, software, networking, IT consultant fees and general repairs.
 - This line item will add an additional expense of **\$32,500** in the ARPA Capital Fund – Computer replacements, software, networking, IT consultant fees and

general repairs. Nothing is currently included in this line item for ARPA Capital Fund in 2023.

All significant expenses for these projects will continue to be presented to the Board for approval, as was done with purchase orders for the new furniture and the file storage system. Staff does anticipate additional budget amendments will be necessary as some projects will be over budget and others will be under budget. These amendments will be presented to the Board as soon as final costs have been determined.

After completing all the above-mentioned projects, Township staff anticipates the Township will be **\$25,000 under budget** based on all quoted prices. Township staff is proud of this achievement.

Staff Recommendation:

Approve Resolution 2023-04: 2023 Budget Amendment #1 to add the expense for the IT Consolidation project to the 2023 Budget to the ARPA Capital Fund (01), per the attachments.

Resolution 2023-04
NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP
FORMALLY AMENDING THE F.Y 2023 BUDGET

WHEREAS, it is prudent and sound fiscal management to periodically conduct a review of the New Britain Township budget; and

WHEREAS, the review provides an opportunity to examine projected revenues and expenses; and

WHEREAS, the review was conducted and it is recommended the following budget adjustments and/or amendments are proposed to reflect changes in fiscal management:

Add the amount of **\$32,500.00** to Account **#01.400.741 Computer Software/Licenses** in the ARPA Capital Fund for Server Upgrades & IT Consolidation; and

Add the amount of **\$32,500.00** to Account **#01.410.210 Materials and Supplies/Computers** in the ARPA Capital Fund for Server Upgrades & IT Consolidation.

NOW, THEREFORE, BE IT RESOLVED, this 23rd day of January 2023, by the New Britain Township Board of Supervisors that the Treasurer is authorized and directed to make the afore referenced Budget adjustments.

DULY ADOPTED this 23rd day of January, 2023, by the Board of Supervisors of New Britain Township, in lawful session duly assembled.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

William B. Jones, III, Chair

Stephanie Shortall, Vice Chair

Gregory T. Hood, Member

Matt West, Township Manager

Cynthia M. Jones, Member

MaryBeth McCabe, Esq., Member



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

BOARD MOTION

Date: January 23, 2023

I MOVE THAT: The Board approve Resolution 2023-05: Employee Manual Update, per the attachments.

Presented By: _____

Seconded By: _____

**RESOLUTION 2023-05
NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN
TOWNSHIP, ADOPTING A CODIFIED AND UPDATED EMPLOYEE POLICY
MANUAL**

WHEREAS, Resolution #80-15, the “New Britain Township Employee Handbook” was first adopted by the Board of Supervisors of New Britain Township on December 22, 1980; and

WHEREAS, Resolution #80-15 also authorized the updating of Township policies and procedures from time to time; and

WHEREAS, These policies and practices have been updated from time to time, due to changing circumstances and laws;

NOW, THEREFORE, BE IT RESOLVED THAT: the rules and polices applying to New Britain Township Employees, which have been revised and updated as of today’s date, are hereby adopted as the “New Britain Township Employee Policy Manual” which shall serve as official Policy of the Township of New Britain unless and until the Board of Supervisors approves contrary official action. Any existing Township policies, and/or procedures in conflict with, or contrary to the updated New Britain Township Employee Policy Manual or to this Resolution are hereby rescinded and declared null and void.

DULY ADOPTED this 23rd day of January, 2023, by the Board of Supervisors of New Britain Township, in lawful session duly assembled.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

William B. Jones, III, Chair

Stephanie Shortall, Vice Chair

Gregory T. Hood, Member

Matt West, Township Manager

Cynthia M. Jones, Member

MaryBeth McCabe, Esq., Member



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

BOARD MOTION

Date: January 23, 2023

I MOVE THAT: The Board approve Resolution 2023-06: Mill Ridge Public Improvements Dedication, per the attachments.

Presented By: _____

Seconded By: _____

RESOLUTION NO. 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF NEW BRITAIN ACCEPTING THE DEDICATION OF CERTAIN PUBLIC IMPROVEMENTS CONTAINED IN THE SUBDIVISION KNOWN AS MILL RIDGE, AND FURTHER ESTABLISHING CONDITIONS PRECEDENT TO THE ACCEPTANCE OF DEDICATION OF THOSE IMPROVEMENTS

WHEREAS, the Township of New Britain has received a request from the Developer of a subdivision known as Mill Ridge, to accept dedication of certain public improvements contained therein; and

WHEREAS, the Pennsylvania Municipalities Planning Code requires the Township of New Britain to accept dedication of said public improvements so long as the conditions precedent have been satisfied and the public improvements are ready for dedication.

NOW THEREFORE, be it resolved and enacted by the Board of Supervisors of the Township of New Britain and it is hereby resolved and enacted by the authority of same as follows:

1. New Britain Township herein accepts dedication of certain public improvements contained in the project known as Mill Ridge, which said public improvements to be dedicated are noted on the final plans and may include streets, open space, and other public improvements.

2. New Britain Township further authorizes the recording of a Deed of Dedication with the Bucks County Recorder of Deeds Office upon the following conditions:

a. The delivery of a Maintenance Bond in an amount to be determined by the Township Engineer that complies with the terms and conditions of the Development Agreement executed between the Township and the Developer;

b. The certification from the Township Engineer that there are no encroachments on any of the properties to be dedicated to the Township;

c. The certification from the Township Engineer that the improvements to be dedicated are ready for dedication;

d. The receipt of a title insurance policy naming the Township of New Britain as the insured owner in the amount of Fifty Thousand Dollars (\$50,000.00), which said title insurance policy certifies that the Township is receiving the improvements to be dedicated hereunder free and clear of any liens, and that all taxes and other claims which may be outstanding against the said public improvements have been paid and satisfied;

e. The payment of all outstanding bills and obligations owed to the Township by the Developer including those anticipated by virtue of the dedication of the public improvements contemplated herein;

f. All homes are occupied with final certificates of occupancy, and there are no outstanding temporary certificates of occupancies for any homes constructed in Mill Ridge;

g. The payment of all maintenance funds, if any, etc., as required by the Development Agreement, and;

h. The developer provides a list of tax parcel numbers for all open space, if any, to be dedicated to the Township.

3. Developer acknowledges that all Improvements shall be constructed in accordance with the Plan, the Stipulation, 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 also acknowledges that upon completion of construction and/or completion of the Maintenance Period, a homeowner's association or individual lot owners 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.

4. The Township Solicitor and the Township Manager are herein authorized on behalf of the Board of Supervisors to file with the Recorder of Deeds Office of Bucks County, the Deed of Dedication upon the satisfactory completion of all conditions as set forth herein.

NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA
RESOLUTION NO. 2022-06

DULY ADOPTED this 23rd day of January, 2023, by the Board of Supervisors of New Britain Township, in lawful session duly assembled.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

William B. Jones, III, Chair

Stephanie Shortall, Vice Chair

Gregory T. Hood, Member

Matt West, Township Manager

Cynthia M. Jones, Member

MaryBeth McCabe, Esq., Member



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

BOARD MOTION

Date: January 23, 2023

I MOVE THAT: The Board approve using “@nbtpa.us” as the Township’s new email domain, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisors, Matt West
FROM: Michael Walsh
DATE: January 18, 2023
RE: IT Consolidation – New Email Domain Name

The Board has established the guiding principles of "professionalize and modernize " enabling staff to continually evaluate Township operations. As a part of the IT Consolidation project, Township staff has identified a method to improve how the Township communicates electronically and shares information, internally & externally, by utilizing a single email domain name for the entire Township.

New Britain Township currently operates using two different email domain names: the police use "**@nbtpd.org**," while the Board & the rest of Township use "**@newbritaintownship.org**." Working with the Police Department & HPT Systems, Inc (HPT), Township staff determined the first is not applicable across all departments. The latter is long & challenging to efficiently communicate to others and is prone to spelling mistakes & typographical errors. HPT recommends the use of shortened email addresses as a best practice to municipal clients and the Police Department feels strongly about maintaining this practice.

Additionally, using two domain names in today's cloud based environment makes collaborative efforts between the Administration & Public Works with the Police Department difficult. Resulting in the need for additional steps and/or redundant work in Township operations for staff to manage. This impact is seen in the Township's day-to-day operations and the execution of special projects, such as the Capital Improvement Plan and the Budget.

Township Staff's goal was to identify a single email domain name that is universally applicable across all departments, is short & easy to communicate & use, and available for purchase. After researching all the publicly available domain names, Township staff could agree upon & secure "**@nbtpa.us**" for New Britain Township's use.

Consolidating the Township under this single email domain name will have the following benefits.

1. A shorter email domain will make it easier to communicate to individuals/entities trying to communicate electronically with the Township, especially residents.
2. A shorter email domain will reduce the opportunity for spelling mistakes and/or typographical errors when contacting Township Officials & Staff via email.
3. A single email domain name will allow simplified IT processes to share information and work on collaborative projects across all departments.
4. Township staff frequently receives phone calls and emails from individuals from New Britain, Connecticut. Using this new domain name, the team hopes to reduce the frequency of the communications that distract from serving our residents.
5. The Township will retain ownership of both our old domain names and can redirect all email communications to the new email domain.

Staff is seeking the Board's approval to consolidate New Britain Township under a single domain name, "**@nbtpa.us**," for the Township's email. If the Board approves the staff's request, HPT will begin building the new email domain directory to be rolled out with minimal interruptions to Township operations.

Staff Recommendation:

Approve using "**@nbtpa.us**" as the Township's new email domain name, per the attachments.



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

BOARD MOTION

Date: January 23, 2023

I MOVE THAT: The Board approve the purchase of a new server as part of the IT Consolidation project, to be paid for by using American Rescue Plan funds, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Board of Supervisors, Matt West
FROM: Michael Walsh
DATE: January 18, 2023
RE: IT Consolidation – New Server Purchase

The Board of Supervisors has encouraged staff to assess Township operations to improve efficiency and reduce costs. Presently New Britain Township maintains two (2) physical servers, two (2) digital networks, and pays two (2) third-party IT providers with the Police Department maintaining their own server independently of the rest of the Township's departments. Maintaining two independent networks is problematic to operational efficiency and the overall cost of goods & services. Pending the Board's approval of Resolution 2023-04: 2023 Budget Amendment #1, staff will undertake an IT Consolidation project in 2023 to implement a solution to this problem.

The IT Consolidation project will unify all departments under a single third-party IT provider, HPT Systems, Inc (HPT) and combine all the physical & digital resources at the Township's disposal. The opportunity to complete this project now will benefit the Township by reducing operational costs and increasing operational efficiency eliminating the unnecessary duplication of services and materials.

Working with HPT, Township staff identified the Township's needs and developed a phased plan to consolidate IT with the Police Department. A critical recommendation of the consolidation plan identified by HPT is the purchase and implementation of a new server, with an estimated cost of **\$8,500.00**.

After submitting the required specifications to Dell, HPT received a quote for \$5,511.32, which is **\$2,988.68** less than HPT initially estimated. This quote will **expire on February 18, 2023**.

Township staff are requesting the Board's authorization to purchase a new server in the amount of **\$5,511.32 from Dell, through HPT**. This purchase will be paid for by using American Rescue Plan funds and is included in the 5-year Capital Improvement Plan. Township staff are pleased to continue finding ways to increase operational efficiency and reduce Township expenses.

Staff Recommendation:

Approve the purchase of a new server as part of the IT Consolidation project, to be paid for by using American Rescue Plan funds, per the attachments.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000140977170.3	Sales Rep	Nikita Rodriguez
Total	\$5,511.32	Phone	(800) 456-3355, 80000
Customer #	13738751	Email	Nikita.Rodriguez@Dell.com
Quoted On	Jan. 19, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Feb. 18, 2023		NEW BRITAIN TOWNSHIP
Contract Name	Pennsylvania DGS		207 PARK AVE
	COSTARS-3 IT Hardware		CHALFONT, PA 18914-2103
Contract Code	C000001020025		
Customer Agreement #	COSTARS-003-E22-603		
Solution ID	17162335.4		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Nikita Rodriguez

Shipping Group

Shipping To	Shipping Method
RECEIVABLE DEPT NEW BRITAIN TOWNSHIP 207 PARK AVE CHALFONT, PA 18914-2103 (215) 822-1391	Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerEdge R550	\$5,511.32	1	\$5,511.32
Subtotal:			\$5,511.32
Shipping:			\$0.00
Environmental Fee:			\$0.00
Non-Taxable Amount:			\$5,511.32
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$5,511.32

Shipping Group Details

Shipping To

RECEIVABLE DEPT
NEW BRITAIN TOWNSHIP
207 PARK AVE
CHALFONT, PA 18914-2103
(215) 822-1391

Shipping Method

Standard Delivery

	Quantity	Subtotal
PowerEdge R550	1	\$5,511.32

Estimated delivery if purchased today:

Feb. 09, 2023

Contract # C000001020025

Customer Agreement # COSTARS-003-E22-603

Description	SKU	Unit Price	Quantity	Subtotal
2.5 Chassis	379-BDTF	-	1	-
SAS/SATA Backplane	379-BDSS	-	1	-
PowerEdge R550 Server	210-AZEG	-	1	-
Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
16x2.5" SAS/SATA, 1 CPU	321-BGSJ	-	1	-
Intel Xeon Silver 4314 2.4G, 16C/32T, 10.4GT/s, 24M Cache, Turbo, HT (135W) DDR4-2666	338-CBWK	-	1	-
No Additional Processor	374-BBBX	-	1	-
Standard Heatsink	412-AAVU	-	1	-
CPU Blank	412-AAXL	-	1	-
Performance Optimized	370-AAIP	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
RAID 5	780-BCDP	-	1	-
PERC H755 SAS Front	405-AAZB	-	1	-
Front PERC Mechanical Parts, rear load	750-ACFQ	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
Standard Fan Cold Swap 2U,V2 x5	750-ADIN	-	1	-
Dual, Hot-Plug, Redundant Power Supply (1+1), 600W	450-AKMP	-	1	-
1 CPU, 1x16 LP+ 1x8(x4 link) LP	330-BBWI	-	1	-
PowerEdge R550 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BGIB	-	1	-
iDRAC9, Enterprise 15G	385-BBQV	-	1	-
Broadcom 5720 Quad Port 1GbE BASE-T Adapter, OCP NIC 3.0	540-BCOB	-	1	-
No Bezel	350-BBBW	-	1	-
Dell EMC Luggage Tag R550	350-BCFM	-	1	-
BOSS Blank	403-BCID	-	1	-
No Quick Sync	350-BCER	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
No Operating System	611-BBBF	-	1	-

No Media Required	605-BBFN	-	1	-
Cable Management Arm, 2U	770-BDRQ	-	1	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BECC	-	1	-
No Internal Optical Drive	429-AAIQ	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
PowerEdge R550 Shipping	340-CVKM	-	1	-
PowerEdge R550 Shipping Material	343-BBRT	-	1	-
PowerEdge Non BIS Marking	389-DYHB	-	1	-
PowerEdge 2U CCC Marking, No CE Marking	389-DYMO	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	859-4568	-	1	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years	859-4578	-	1	-
ProSupport 7x24 Technical Support and Assistance 3 Years	859-4598	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
On-Site Installation Declined	900-9997	-	1	-
16GB RDIMM, 3200MT/s, Dual Rank	370-AEVQ	-	6	-
960GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD,	400-AXSW	-	6	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-

Subtotal:	\$5,511.32
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$5,511.32

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



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

BOARD MOTION

Date: January 23, 2023

I MOVE THAT: The Board reapprove the Lot Line Change for 1 & 2 Naomi Lane, per the attachments.

Presented By: _____

Seconded By: _____

**BOARD OF SUPERVISORS
MEETING MINUTES
November 16, 2020**

A Regular Meeting of the New Britain Township Board of Supervisors was held on Monday, November 16, 2020, at the Township Administration Building, 207 Park Avenue, New Britain Township, PA, beginning at 7:00 p.m. Present were Supervisors: Chair William B. Jones, III, Vice-Chair Helen B. Haun, Members Gregory T. Hood, Cynthia M. Jones, and MaryBeth McCabe, Esq. Also present were Township Manager Eileen M. Bradley, Township Engineer Craig Kennard, and Township Solicitor Peter Nelson, Esq.

1. **Call to Order:** Mr. Jones called the Meeting to order.
2. **Pledge of Allegiance:** Mr. Jones led the Board and audience in the Pledge of Allegiance.
3. **Announcements:** Mr. Jones announced that the Board had met in Executive Session prior to this Meeting to discuss personnel issues and litigation.

3.1. Randal Teschner Service Award 35 Years: Mr. Jones presented a Thirty-Five-Year Service Award to Building Inspector/Fire Marshal Randal Teschner. The Board thanked him for his service.

4. Public Comment on Non-Agenda Items: There was no Public Comment at this time.

5. Approval of Minutes:

5.1. Minutes of Meeting of November 2, 2020:

MOTION: A motion was made by Mrs. Jones, seconded by Ms. McCabe and unanimously approved, to accept the November 2, 2020 Minutes as written.

6. Departmental Reports:

6.1. Code Department Report for October 2020: Ms. Bradley presented the Code Department Report for October 2020.

6.2. Police Department Report for October 2020: Ms. Bradley presented the Police Department Report for October 2020.

6.3. Public Works Department Report for October 2020: Ms. Bradley presented the Public Works Department Report for October 2020.

7. Consideration of Old Business:

7.1. PUBLIC HEARING: Omnibus V Zoning Amendment Ordinance: Mr. Jones called the Public Hearing to order at 7:05 p.m.

Mr. Nelson stated that the proposed ordinance had been advertised and posted per legal requirements for adoption. All changes that had been discussed were incorporated in the advertised addition, as directed by the Board of Supervisors.

MOTION: There being no further discussion or comment, a motion was made by Mr. Hood, seconded by Ms. McCabe and carried unanimously, to close the Public Hearing at 7:10 p.m.

MOTION: Upon motion by Mrs. Jones, seconded by Mr. Hood, the Board adopted Ordinance #2020-11-04, Omnibus V Zoning Amendment Ordinance on a vote of 4 to 1 (Mrs. Haun opposed).

8. Consideration of New Business:

8.1. Tate/Mannherz Lot Line Change: Ms. Bradley stated that the owners of 1 and 2 Naomi Lane requested a lot line change based on a civil settlement made between the neighbors over a land dispute. Mr. Nelson stated that he wished to bring to the Board's attention that the Mannherz lot a pre-existing non-conforming lot and that the lot line change would increase the non-conformity by making that lot even smaller. He recommended that any approval granted by the Board be contingent upon receiving a variance for the increased non-conformity from the Zoning Hearing Board.

MOTION: Upon motion by Ms. McCabe, seconded by Mr. Hood, the Board unanimously approved the Tate/Mannherz Lot Line Change and a Waiver of Land Development, conditioned upon: obtaining required variances; and correcting items as outlined in the November 14, 2020 Gilmore review letter.

8.2. Culvert Repairs Contract Award: Ms. Bradley stated that the Township received six bids for the Culvert Repairs Contract with the lowest qualified bidder being Bi-State Construction Co., Inc. in the amount of \$85,666.00 for the base bid and all the alternates. She stated that they have worked on numerous occasions with Gilmore and Associates and were highly recommended by the Township's Engineer. Ms. Bradley recommended that the Board award Bi-State Construction the base bid and all the alternates.

MOTION: Upon motion by Mrs. Haun, seconded by Mrs. Jones, the Board unanimously awarded the Culvert Repair Contract #2020-01, to Bi-State Construction Co., Inc. of Easton, the apparent lowest qualified bidder for \$85,666.00 for base bid and all alternates.

9. Consent Agenda:

MOTION: Upon motion by Ms. McCabe, seconded by Mr. Hood, the Board unanimously approved the following Consent Agenda items: Execution of a Professional Services Agreement with Erik and Gwendolyn Sims for construction of a swimming pool for 106 Stone Creek Lane, TMP #26-004-017-004, with corresponding legal and engineering escrow of \$5,000.00; Execution of a Professional Services Agreement with Paul and Carole Bizon for construction of a single-family home on Creek Road, TMP #26-011-027, with corresponding legal and engineering escrow of \$5,000.00; Execution of a Professional Services Agreement with George Kiriakidi of Prime Custom Builders, LLC for subdivision and land development of a parcel located on Dolly Lane, TMP #26-010-004-001, with corresponding legal and engineering escrow of \$2,500.00; Certificate of Completion #1 for Hallmark Homes/Mill Ridge LLC for Mill Ridge Subdivision in the amount of \$85,689.00, leaving \$871,367.45 remaining.

10. Board of Supervisors' Comments: Mr. Hood stated that he was honored to speak at the Township's Veterans Day Ceremony and to present Bob Cotton's daughters with a flag to honor his service in the military and to residents of New Britain Township. He also thanked staff for putting on a great ceremony. Mrs. Haun echoed his remarks.

11. Township Administration Comments:

11.1. McElroy Zoning Hearing: Ms. Bradley stated that on Thursday, November 19, 2020 at 7:00 p.m., the Zoning Hearing Board would consider the application of Anthony McElroy, 300 Pheasant Run Drive, TMP #26-028-057 in the RR Residential District. The Applicant sought dimensional variances to erect a shed. Interested parties were encouraged to attend. The Board took no action on this application.

Ms. Bradley reminded the Board that the County Builders hearing was scheduled for the same night and that the Board had already voted to send the Township Solicitor in opposition of that application.

12. Solicitor and Engineer Comments: Mr. Nelson stated that the Injunction Hearing for 113 Dolly Lane had been rescheduled for December 10, 2020, at 1:00 p.m., in the Justice Center, Courtroom 320. Interested parties had already been notified by Township staff.

Mr. Kennard stated that Gilmore would soon be finalized a report prepared for the Keller Road Bridge repairs.

13. Other Business: There was no Other Business at this time.

14. Public Comment: There was no Public Comment at this time.

15. Payment of Bills:**15.1. Bills List dated November 16, 2020 for \$18,050.99:**

MOTION: Upon motion by Ms. McCabe, seconded by Mrs. Jones, the Board unanimously approved the Bills List dated November 16, 2020 for \$18,050.99.

15.2. Road-Con Bill for \$139,146.14:


MOTION: Upon motion by Mr. Hood, seconded by Mrs. Haun, the Board unanimously approved the Road-Con Bill for \$139,146.14.

16. Adjournment:

MOTION: There being no further business or comment, a motion was made by Mrs. Jones, seconded by Ms. McCabe, and unanimously carried, to adjourn the meeting at 7:30 p.m.

THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS



William B. Jones, III, Chair


Helen B. Haun, Vice Chair



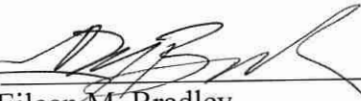
Gregory T. Hood, III, Member



Cynthia Jones, Member



MaryBeth McCabe, Esq., Member

Attest: 

Eileen M. Bradley
Secretary/Manager

170236



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

November 4, 2020

File No. 20-10073

Eileen Bradley, Township Manager
New Britain Township
207 Park Avenue
Chalfont, PA 18914

Reference: 1 & 2 Naomi Lane Lot Line Change, Request for Waiver of LD Review 1
TMP #'s: 26-010-009, 26-010-010 & 26-010-010-001

Dear Eileen:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the Lot Line Change Plan for the above-referenced project. We offer the following comments for consideration by New Britain Township:

I. Submission

- A. Lot Line Change Plan prepared for Mannherz & Tate, as prepared by ACRE Engineers & Land Surveyors, dated September 1, 2020, consisting of 1 sheet.
- B. Land Development Waiver Request Letter as prepared by Stark & Stark Attorneys at Law, dated October 15, 2020.

II. General Information

The Applicant proposes a lot line change involving TMP# 26-010-010 (Allen & Gay Tate) and TMP #26-010-009 (Matthew Mannherz) located on Naomi Lane within the SR2 – Single-Family Residential 2 Zoning District. The two property owners were involved in a settlement that was approved by the Court of Common Pleas over the location of the property line. Therefore, this plan proposes relocating the common property line approximately 9 feet to the west, conveying 2,580 SF (0.06 acres) to TMP #26-010-009. In addition, the plan proposes the consolidation of TMP#'s 26-010-010 (Allen & Gay Tate) with the land-locked parcel to the north, TMP# 26-010-010-001 (Allen & Gay Tate “Water Company Parcel”) resulting in a total parcel area of 1.75 acres. The Applicant is requesting a ‘Waiver of Land Development’ from the Board of Supervisors.

	Mannherz (26-010-009)	Tate (26-010-010)	Tate (26-010-010-001)
Existing Lot Area	0.941 Acres	1.268 Acres	0.425 Acres
Proposed Lot Area	0.882 Acres	1.752 Acres	To be merged with 26-010-010

III. Review Comments

A. Zoning Ordinance

We have identified the following issues with the proposed plan in regards to the requirements and provisions of the current New Britain Township Zoning Ordinance:

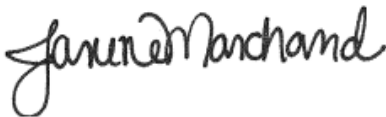
1. §27-802.b. – The lot area and lot width of TMP #26-010-009 are existing non-conformities. The plan proposes to reduce the lot area of TMP #26-010-009 from 41,010 square feet to 38,430 square feet where a minimum of 2 acres is required. In addition, the plan proposes to reduce the lot width of the parcel from 185 feet to 175 feet where a minimum of 200 feet is required.
2. §27-802.b. – The maximum permitted impervious surface ratio percentage for an individual lot with a B-1 Use in the SR-2 District is 25%. The Site Data Table shall be revised.
3. §27-802.b. – The rear yard setback for 2 Naomi Lane (Tate) shall be dimensioned.
4. §27-2301 – The Applicant shall register all non-conformities with the Township prior to recording of the final plan. All non-conformities shall be marked with an asterisk indicating the existing non-conformity. We have identified the following existing non-conformities:
 - a. The existing and proposed areas for each parcel are non-conforming with respect to the minimum lot area and minimum lot width. The Lot Line Change will decrease the extent of the area and lot width non-conformities on TMP# 26-010-010 and increase the extent of the area and lot width non-conformities on TMP# 26-010-009 as noted above.
 - b. The existing dwelling on TMP# 26-010-009 is non-conforming with respect to the rear yard setback.

B. Subdivision and Land Development Ordinance

Due to the application being a request for a Waiver of Land Development and that no physical improvements are proposed, our office has not completed a review of the Subdivision and Land Development Ordinance. We note however, that the Township Planning Commission signature block can be removed and sufficient white space shall be reserved for the notary seal to prevent text conflicts and potential delays in recording.

We recommend the above comments be addressed and the plans revised prior to the Record Plans being generated. If you have any questions regarding the above, please contact this office.

Sincerely,



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

JM/tw/sl

cc: Kelsey Harris, Zoning Officer
Peter Nelson, Esq., Grim, Biehn, & Thatcher
Jonathan J. Tabas, P.E., P.L.S., ACRE Engineers & Land Surveyors, AcreSurvey@hotmail.com
Eric S. Goldberg, Esq., Stark & Stark, egoldberg@stark-stark.com
Allen & Gay Tate (2 Naomi Lane), Applicant
Mark S. Cappuccio, Esq., Eastburn and Gray, PC, mcappuccio@eastburngray.com
Matthew Mannhernz (1 Naomi Lane), Owner
Craig D. Kennard, P.E., Chief Operating Officer, Gilmore & Associates, Inc.

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

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

LAW OFFICES
GRIM, BIEHN & THATCHER

A PROFESSIONAL CORPORATION

SUCCESSOR TO
GRIM & GRIM AND BIEHN & THATCHER
ESTABLISHED 1895 AND 1956,
RESPECTIVELY
125TH ANNIVERSARY 1895-2020

www.grimlaw.com

Peter Nelson
e-mail: pnelson@grimlaw.com

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

104 S. SIXTH STREET
P.O. BOX 215
PERKASIE, PA. 18944-0215
(215) 257-6811
FAX (215) 257-5374
(215) 536-1200
FAX (215) 538-9588
(215) 348-2199
FAX (215) 348-2520

November 24, 2020

Eric S. Goldberg, Esquire
Stark & Stark
P.O. Box 5315
Princeton, NJ 08543-5315

RE: 1 & 2 Naomi Lane Lot Line Change – Waiver of Land Development

Dear Eric:

As you know, our office acts as the Solicitor to New Britain Township. At its November 16, 2020 public meeting, the New Britain Township Board of Supervisors approved the land development waiver request for the above-captioned matter conditioned upon the following;

1. Applicants' compliance with the Gilmore letter dated November 4, 2020, a copy of which is attached hereto and incorporated herein.
2. Application for and receipt of variances for the proposed reduction in the nonconforming lot area and lot width of TMP #26-010-009.
3. Full compliance with all other applicable Township Ordinances and Codes; and

Thank you and please contact me with any questions.

Sincerely,

GRIM, BIEHN & THATCHER

By: 

Peter Nelson

HPN/bf

cc: Eileen Bradley, Township Manager
Kelsey Harris, Township Zoning Officer
Janene Marchand, P.E., Gilmore Associates
Craig Kennard, P.E., Gilmore Associates

VIA CERTIFIED AND FIRST CLASS MAIL



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

November 4, 2020

File No. 20-10073

Eileen Bradley, Township Manager
New Britain Township
207 Park Avenue
Chalfont, PA 18914

Reference: 1 & 2 Naomi Lane Lot Line Change, Request for Waiver of LD Review 1
TMP #'s: 26-010-009, 26-010-010 & 26-010-010-001

Dear Eileen:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the Lot Line Change Plan for the above-referenced project. We offer the following comments for consideration by New Britain Township:

I. Submission

- A. Lot Line Change Plan prepared for Mannherz & Tate, as prepared by ACRE Engineers & Land Surveyors, dated September 1, 2020, consisting of 1 sheet.
- B. Land Development Waiver Request Letter as prepared by Stark & Stark Attorneys at Law, dated October 15, 2020.

II. General Information

The Applicant proposes a lot line change involving TMP# 26-010-010 (Allen & Gay Tate) and TMP #26-010-009 (Matthew Mannherz) located on Naomi Lane within the SR2 – Single-Family Residential 2 Zoning District. The two property owners were involved in a settlement that was approved by the Court of Common Pleas over the location of the property line. Therefore, this plan proposes relocating the common property line approximately 9 feet to the west, conveying 2,580 SF (0.06 acres) to TMP #26-010-009. In addition, the plan proposes the consolidation of TMP#'s 26-010-010 (Allen & Gay Tate) with the land-locked parcel to the north, TMP# 26-010-010-001 (Allen & Gay Tate "Water Company Parcel") resulting in a total parcel area of 1.75 acres. The Applicant is requesting a 'Waiver of Land Development' from the Board of Supervisors.

	Mannherz (26-010-009)	Tate (26-010-010)	Tate (26-010-010-001)
Existing Lot Area	0.941 Acres	1.268 Acres	0.425 Acres
Proposed Lot Area	0.882 Acres	1.752 Acres	To be merged with 26-010-010

III. Review Comments

A. Zoning Ordinance

We have identified the following issues with the proposed plan in regards to the requirements and provisions of the current New Britain Township Zoning Ordinance:

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

1. §27-802.b. – The lot area and lot width of TMP #26-010-009 are existing non-conformities. The plan proposes to reduce the lot area of TMP #26-010-009 from 41,010 square feet to 38,430 square feet where a minimum of 2 acres is required. In addition, the plan proposes to reduce the lot width of the parcel from 185 feet to 175 feet where a minimum of 200 feet is required.
2. §27-802.b. – The maximum permitted impervious surface ratio percentage for an individual lot with a B-1 Use in the SR-2 District is 25%. The Site Data Table shall be revised.
3. §27-802.b. – The rear yard setback for 2 Naomi Lane (Tate) shall be dimensioned.
4. §27-2301 – The Applicant shall register all non-conformities with the Township prior to recording of the final plan. All non-conformities shall be marked with an asterisk indicating the existing non-conformity. We have identified the following existing non-conformities:
 - a. The existing and proposed areas for each parcel are non-conforming with respect to the minimum lot area and minimum lot width. The Lot Line Change will decrease the extent of the area and lot width non-conformities on TMP# 26-010-010 and increase the extent of the area and lot width non-conformities on TMP# 26-010-009 as noted above.
 - b. The existing dwelling on TMP# 26-010-009 is non-conforming with respect to the rear yard setback.

B. Subdivision and Land Development Ordinance

Due to the application being a request for a Waiver of Land Development and that no physical improvements are proposed, our office has not completed a review of the Subdivision and Land Development Ordinance. We note however, that the Township Planning Commission signature block can be removed and sufficient white space shall be reserved for the notary seal to prevent text conflicts and potential delays in recording.

We recommend the above comments be addressed and the plans revised prior to the Record Plans being generated. If you have any questions regarding the above, please contact this office.

Sincerely,



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

JM/tw/sl

cc: Kelsey Harris, Zoning Officer
Peter Nelson, Esq., Grim, Biehn, & Thatcher
Jonathan J. Tabas, P.E., P.L.S., ACRE Engineers & Land Surveyors, AcreSurvey@hotmail.com
Eric S. Goldberg, Esq., Stark & Stark, egoldberg@stark-stark.com
Allen & Gay Tate (2 Naomi Lane), Applicant
Mark S. Cappuccio, Esq., Eastburn and Gray, PC, mcappuccio@eastburngray.com
Matthew Mannhernz (1 Naomi Lane), Owner
Craig D. Kennard, P.E., Chief Operating Officer, Gilmore & Associates, Inc.

DATE OF DECISION: JUNE 17, 2021

DATE OF MAILING: JUNE 18, 2021

**BEFORE THE NEW BRITAIN TOWNSHIP
ZONING HEARING BOARD**

**RE: APPLICATION OF ALLEN AND GAY TATE, AND
MATTHEW MANNHERZ, FOR THE PROPERTIES LOCATED AT
1 NAOMI LANE (TAX MAP PARCEL NO. 26-10-9) AND
2 NAOMI LANE (TAX MAP PARCEL NO. 26-10-10),
NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA,**

FINDINGS OF FACT

1. On Thursday, May 20, 2021, at 7:00 p.m. at the New Britain Township Building, 207 Park Avenue, Chalfont, New Britain Township, the New Britain Township Zoning Hearing Board (“Board”) held a duly noticed hearing on the application of Allen and Gay Tate (the “Tates”) and Matthew Mannherz (“Mannherz”).

2. The Tates and Mannherz are collectively referred to in this Decision as the “Applicants.”

3. Mannherz is the record owner of the property located at 1 Naomi Lane, New Britain Township, also known as Bucks County Tax Map Parcel No. 26-10-9 (the “Mannherz Lot”).

4. The Tates are the record co-owners of the property located at 2 Naomi Lane, New Britain Township, also known as Bucks County Tax Map Parcel No. 26-10-10 (the “Tate Lot”).

5. The Mannherz Lot and the Tate Lot are collectively referred to in this Decision as the “Properties.”

6. Notice of the May 20, 2021, hearing was published in advance of the hearing in the Thursday, May 6, 2021, and Thursday, May 13, 2021, editions of The Intelligencer, a newspaper publication of general circulation in New Britain Township. *See* Exhibit B-5.

7. Notice of the May 20, 2021, hearing was sent by first class mail on May 3, 2021, by Kelsey Harris (“Harris”), the New Britain Township Zoning Officer, to (a) all record owners of properties within New Britain Township surrounding the Properties; and (b) to the adjoining municipality for any surrounding properties that are located in that municipality. *See* Exhibit B-8.

8. Harris posted notice of the May 20, 2021, hearing on the Properties on May 4, 2021, at 12:14 p.m. *See* Exhibit B-9.

9. As the record owners of the Properties, the Applicants have the requisite standing to prosecute this zoning hearing board application.

10. The Properties are located in the SR-2, Suburban Residential, zoning district under the New Britain Township Zoning Ordinance (the “Zoning Ordinance”).

11. Each of the Properties is improved with a single-family detached dwelling (use B1). Such use is permitted by right in the SR-2 zoning district. *See* Zoning Ordinance §27-801.a.

12. The Applicants propose a lot line change to adjust a common boundary line between the Properties. To permit the lot line change, the Applicants seek variances from the following sections of the Zoning Ordinance:

- a. From §27-802.b to permit the Mannherz Lot to be reduced in lot area to 38,430 square feet, where the existing lot area is 41,010 square feet, and where the required minimum lot area is 2 acres; and
- b. From §27-802.b to permit the Mannherz Lot to have a lot width at the front building setback line of 175 feet, where the current lot width is 185 feet, and where the required minimum lot width at the front building setback line is 200 feet.

13. Introduced as exhibits at the zoning hearing are the documents identified on Schedule A attached to this decision. Schedule A is incorporated by reference as though fully set forth herein at length.

14. Allen Tate (“Allen”), a co-Applicant; and Jonathan J. Tabas, P.E., P.L.S. (“Tabas”), professional civil engineer; and Mannherz, a co-Applicant, testified in support of the application at the hearing.

15. No persons requested party status to the application. A few individuals attended the hearing to ask questions and/or comment on the application before the Board. New Britain Township (the “Township”) took no position on the application.

16. The Properties are adjacent lots that each front on Naomi Lane. The Tate Lot is shaped like a rectangle. The Mannherz Lot resembles an obtuse trapezoid. *See* Exhibit B-2, Plan.

17. The Mannherz Lot is 41,010 square feet. The Tate Lot is 55,219 square feet. Each of the Properties is lawfully non-conforming as to the required minimum lot area. *See* Exhibit B-2, Plan.

18. The Mannherz Lot is 175.8 feet long along the Naomi Lane ultimate right-of-way line. The Tate Lot has 175.54 feet of curvilinear frontage along the Naomi Lane ultimate right-of-way line. *See* Exhibits B-2, Plan; and B-10, Viewer.

19. The Mannherz Lot and Tate Lot are roughly 185 feet wide and 171 feet wide, respectively, at the front building setback line. The Board finds that these features are lawful non-conforming dimensions. *See* Exhibit B-2, Plan.

20. On the Mannherz Lot, the dwelling is located near the 50 feet front building setback line. Due to the Mannherz Lot’s odd shape, a portion of the dwelling is outside the building envelop. *See* Exhibit B-2, Plan.

21. On the Tate Lot, the home is roughly in the center of the building envelope, 105 feet from the Naomi Lane ultimate right-of-way line. A small shed and in-ground pool are located behind the dwelling. *See Exhibit B-2, Plan.*

22. The Mannherz Lot and the Tate Lot share a common interior side lot line. This side lot line is 326.72 feet long. *See Exhibits B-2, Plan; and B-10, Viewer.*

23. Allen and Tabas stated, and the Board finds, that the driveway serving the house on the Tate Lot is close to this common side lot line. At roughly the 50 feet front yard setback line, a portion of the driveway crosses over the lot line on to the Mannherz Tract. *See Exhibit B-2, Plan.*

24. Allen and Tabas stated, and the Board finds, that the apron is almost equally on both the Mannherz Lot and the Tate Lot where the driveway intersects with Naomi Lane. *See Exhibit B-2, Plan.*

25. Allen and Mannherz stated, and the Board finds, that they recently settled an action to quiet title filed with the Bucks County Court of Common Pleas involving the Properties and the location of the common side lot line.

26. Allen, Mannherz and Tabas stated, and the Board finds, that pursuant to the settlement, the common side lot shared by the Properties will be moved 10.63 feet to the west.

27. Tabas stated, and the Board finds, that the new side lot line will have the same rear origin pin as the current lot line. The new line will travel at a slight angle for 65.47 feet. It will then travel toward Naomi Lane 266.18 feet to intersect with the front lot line. *See Exhibit B-2, Plan.*

28. Tabas stated, and the Board finds, that relocating the side lot line will place the driveway serving the Tates' dwelling entirely on the Tate Lot. *See Exhibit B-2, Plan.*

29. Tabas stated, and the Board finds, that relocated the side lot line will deduct 2,580 square feet of area (the "Premises") from the Mannherz Lot. The Premises will never be a stand-alone lot, as it will immediately be combined with and added to the Tate Lot. *See Exhibit B-2, Plan.*

30. Tabas stated, and the Board finds, that deducting the Premises will cause the Mannherz Lot to have a lot area of 38,430 square feet; and a lot width at the front building setback line of 175 feet. *See Exhibit B-2, Plan.*

31. Tabas, Allen, and Mannherz stated, and the Board finds, that other than the driveway, no improvements are located in the Premises. No construction or development of any kind is proposed in connection with the lot line change. *See Exhibit B-2, Plan.*

32. Tabas and Mannherz stated, and the Board finds, that none of the physical features on the Mannherz Lot are affected by the lot line change. The only impact of conveying the Premises is to increase the non-conforming lot area and lot width deficiencies of the Mannherz Lot. *See Exhibit B-2, Plan.*

33. Behind (i.e., to the north) of the Tate Lot is a tract previously owned by the North Wales Water Authority, also known as Tax Map Parcel No. 26-10-10-1 (the “Authority Lot”). The Tates acquired the Authority Lot in 1997. *See* Exhibit B-2, Plan.

34. Allen and Tabas stated, and the Board finds, that following subdivision approval of the lot line change by New Britain Township, the Tates intend to merge the Premises and the Authority Lot with the Tate Lot to create a single parcel. *See* Exhibit B-2, Plan.

35. Allen, Mannherz and Tabas stated, and the Board finds, that the existing non-conforming nature of the Properties precludes either tract from possessing the required 2 acres minimum lot area or the 200 feet minimum lot width at the front building setback line, even after the lot line change is effectuated. *See* Exhibit B-2, Plan.

36. The surrounding properties consist of similar style residences and similar sized lots. The Applicants stated, and the Board finds, that no other nearby property owners have spoken to either of them to object to the proposed lot line change.

37. Due to the Properties’ odd shapes, their respective non-conforming physical features, and the encroaching location of the driveway serving the Tate Lot, the Properties contain unique physical characteristics that support relief for the lot area and lot width variances for the Mannherz Tract in connection with the proposed lot line change.

38. Subject to the conditions imposed herein, the proposed lot line change, and the resulting dimensions of the Mannherz Lot and the Tate Lot, are consistent with uses of other properties in the surrounding neighborhood.

CONCLUSIONS OF LAW

1. Required public notice of the date, time and location of the May 20, 2021, hearing was made by sufficient advanced publication, posting and mailing to affected property owners.

2. In order to show entitlement to a variance, use or dimensional, an applicant must demonstrate all the following elements:

- a. an unnecessary hardship stemming from unique physical characteristics or conditions will result if the variance is denied;
- b. because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance and a variance is necessary to enable the reasonable use of the property;
- c. the hardship has not been created by the applicant;
- d. granting the variance will not alter the essential character of the neighborhood nor be detrimental to the public welfare; and
- e. the variance sought is the minimum that will afford relief.

3. The Board finds that the lot area and lot width variances requested for the Mannherz Lot are dimensional variances. A dimensional variance involves a request to adjust or vary a zoning ordinance provision by degree to be able to otherwise use a property consistent with the regulations. *See Dunn v. Middletown Township Zoning Hearing Board*, 143 A.3d 494 (Pa. Commw. 2015); *see also Constantino v. ZHB of Forest Hills Borough*, 636 A.2d 1266 (Pa. Commw. 1994).

4. Ordinarily, an applicant can demonstrate “unnecessary hardship” for a use or dimensional variance by showing that a property’s physical characteristics are such that the property cannot be used for any permitted purpose, or can only conform to a permitted purpose at prohibitive expense; or that the property has either no value or only distress value for any permitted purpose.

5. However, under Pennsylvania law, a dimensional variance is subject to a lesser standard of proof to establish unnecessary hardship than a use variance. *See Hertzberg v. Zoning Board of Adjustment of City of Pittsburgh*, 721 A.2d 43 (Pa. 1998) (when seeking a dimensional variance within a permitted use, the owner is asking only for a *reasonable adjustment* of the zoning regulations. The grant of a dimensional variance is of lesser moment than the grant of a use variance, since the latter involves a proposal to use the property in a manner that is wholly outside the zoning regulation).

6. When deciding whether a hardship has been established in dimensional variance cases, the *Hertzberg* rationale authorizes the Board to consider multiple factors, including the characteristics of the surrounding neighborhood. *See Hertzberg, supra*, at 47.

7. Nevertheless, the reasons for granting a variance must be substantial, serious and compelling. The party seeking the variance bears the burden of proving that (a) unnecessary hardship will result if the variance is denied; and (b) the proposed use will not be contrary to the public interest. *See Wilson v. Plumstead Township Zoning Hearing Board*, 936 A.2d 1061 (Pa. 2007).

8. The Board concludes that the Properties’ odd shapes, the existing non-conforming lot areas and lot widths, and the off-site location of the driveway serving the Tate Lot, establish a hardship under the *Hertzberg* standard sufficient to justify the variance requested.

9. The Board concludes that the Mannherz Lot’s proposed 38,430 square feet lot area following the lot line change and conveyance of the Premises does not materially alter the size of the Mannherz Lot. Removing the Premises to create a 38,430 square feet tract is only a 6.3% reduction in size. *See Exhibit B-2, Plan*.

10. Addressing the lot width variance, the Board notes that the minimum lot width is measured at the required building setback line. “Building setback line” is the “rear line of the minimum front yard...measured at a distance equal to and no greater than the minimum front yard from the street line.” *See Zoning Ordinance §27-201*.

11. “Street line” is defined as the “right-of-way line of a street. Where an ultimate right-of-way line is established, the ultimate right-of-way line shall be the street line.” *See Zoning Ordinance §27-201*.

12. Applying these definitions, the Board concludes that the Mannherz Lot's existing 185 width at the front building set back line is a lawful non-conformity. The fact that the Mannherz Lot will be 175 feet wide following the lot line change plan is simply a continuation of this non-conforming feature.

13. Critical to the Board's conclusions herein is that the lot line change and conveyance of the Premises will place the Tate's driveway fully on the Tate Lot. To relocate the driveway is an impractical solution.

14. The Board concludes that the proposed lot line change and conveyance of the Premises presents the smallest alteration of the Zoning Ordinance's provisions to accomplish this objective.

15. Based on the credible testimony presented, the Board concludes that the requested lot area and lot width variances propose reasonable adjustments to the Zoning Ordinance in connection with the lot line change plan.

16. Provided the Applicants comply with the reasonable conditions attached to the relief granted herein, the Applicants have met the Zoning Ordinance and Pennsylvania law requirements for the variances, including hardship, to effect the proposed lot line change between the Properties, with the resulting tract dimensions and sizes as shown on the definitive plan identified as Exhibit B-2.

17. The approved variances will not alter the essential character of the neighborhood in which the Properties are located nor substantially impair the appropriate use or development of adjacent properties.

18. The approved variances will not be detrimental to the public welfare.

19. The conditions and circumstances imposing a hardship upon the Properties for the approved variances are not of the Applicants' own doing.

20. The approved variances represent the minimum variances that will afford relief and represent the least modifications of the zoning regulations under the circumstances.

DECISION

AND NOW, this 17th day of JUNE, 2021, upon consideration of the foregoing Findings of Fact and Conclusions of Law, the New Britain Township Zoning Hearing Board hereby **GRANTS** the Applicants' request for variances from the Zoning Ordinance as follows:

a. A variance is granted from §27-802.b to permit the Mannherz Lot (1 Naomi Lane) to have a lot area of 38,340 square feet; and

b. A variance is granted from §27-802.b to permit the Mannherz Lot (1 Naomi Lane) to have a lot width at the front building setback line of 175 feet.

The relief granted above is subject to the following conditions:

1. The proposed lot line change plan for the Properties, and the resulting layout of the Mannherz Lot (1 Naomi Lane) and the Tate Lot (2 Naomi Lane), shall be in accordance with definitive plan marked as Exhibit B-2, the other evidence, representations and credible testimony made at the hearing.

2. This decision does not waive any requirements of any other applicable New Britain Township Ordinance(s); and the proposed use(s) and/or improvement(s) must meet all other applicable federal, state, county and New Britain Township regulations and codes.

The signatures of the New Britain Township Zoning Hearing Board members that appear on the following page attached hereto and incorporated herein, confirms the Board's decision and order.

By: Kelsey Harris
Kelsey Harris
New Britain Township Zoning Officer

Date: 6/17/21

Thomas J. Walsh III, Esquire
Solicitor, New Britain Township Zoning Hearing Board
3655 Route 202, Suite 105
Doylestown, PA 18902

Note to Applicant: This Decision is NOT an authorization to build. Zoning and building permits must be obtained from New Britain Township prior to the commencement of any construction.

/Users/tjwalsh3/Documents/New Britain Township/2021/Tate-Mannherz/DECISION.Tate-Mannherz.2021-05-20 hearing.docx

SCHEDULE A – TABLE OF EXHIBITS

Exhibit	Description
B-1	Zoning Hearing Board (ZHB) application dated 3/18/21. Included with the Application: <ul style="list-style-type: none">• Rider outlining requested relief• Proof of payment of fees
B-2	Lot Line Change Plan, prepared by Jonathan J. Tabas, P.E. P.L.S., consisting of 1 sheet, dated 9/1/2020
B-3	Letter to The Intelligencer dated 4/27/21 forwarding public notice of 5/20/21 hearing for publication
B-4	Public Notice of the hearing on 5/20/21
B-5	Proof of publication of public notice in 5/6/21 and 5/13/21 editions of The Intelligencer
B-6	Letter to Applicants and Attorneys dated 4/27/21 providing notice of the 5/20/21 hearing
B-7	List of the record owners of all properties surrounding the Property
B-8	Affidavit of mailing to property owners – notice mailed on 5/3/21
B-9	Affidavit of posting of public notice at properties – notice posted on 5/4/21 at 12:45 p.m., together with photos of the notice
B-10	Bucks County Viewer Aerial and Map of Properties

New Britain Township
Zoning Hearing Board

Signature Page

Re: Allen and Gay Tate, 2 Naomi Lane
Matthew Mannherz, 1 Naomi Lane

Date: JUNE 17, 2021

Chuck Coxhead, Chair

CCQ

Cathy Basilli, Vice Chair

Cathy Basilli

Jim Scanzillo, Member

Jim Scanzillo

Scott Fischer, Alternate Member

Scott W. Fischer



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

BOARD MOTION

Date: January 23, 2023

I MOVE THAT: The Board authorize Township staff to work with the applicants of 98 Railroad Ave to withdraw their DEP Planning Module for On-lot Sewage Systems, now that public sewer is available.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: January 23, 2023

I MOVE THAT: The Board approve the Township Manager to attend the 2023 Association of Pennsylvania Municipal Managers Executive Development Conference.

Presented By: _____

Seconded By: _____



INFORMATION ITEMS



Township of New Britain

Office of Code Enforcement

December 2022

PERMITS ISSUED	29
BUILDING INSPECTION	57
United electrical	12
OCCUPANCY INSPECTIONS	17
RE-INSPECTION	7
COMMERCIAL FIRE INSPECTIONS	2
FIRE CALLS	Total 19
CHALFONT	12 (Plus 2 with Hilltown)
DOYLESTOWN	0 (5 asst to other companies)
DUBLIN	5
HILLTOWN	2 No Report Submitted

Total # of Incidents - 25

Types of Calls

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

Total Staff Hours for Calls 130:55:00

Alarms per Municipality

- Chalfont Boro 5
- Dublin Boro 1
- New Britain Boro 3
- New Britain Twp 14
- Plumstead Twp 1
- Warrington Twp 1

Training and Maintenance Drills 3

Total training hours 218:00:00 Total Available Points: 29

TOTAL STAFF HRS FIRES AND TRAINING 348:55:00

****1 extra point for Plumstead Ladder cover *****Tanker to the scene

Chalfont Chemical Fire Company

x

Chalfont, PA

This report was generated on 1/3/2023 11:45:26 AM

Incidents per Zone for Date Range

Start Date: 12/01/2022 | End Date: 12/31/2022

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
ZONE: 27 - Chalfont Boro				
2022-21731	324 - Motor vehicle accident with no injuries.	12/15/2022	Railroad Ave/ Walter Rd	34/74
2022-21872	600 - Good intent call, other	12/17/2022	311 Oxford Ln	34/74
2022-22748	113 - Cooking fire, confined to container	12/27/2022	133 Blue Jay Rd	34/74
2022-22821	131 - Passenger vehicle fire	12/28/2022	26 Park Ave	34/74
2022-22968	651 - Smoke scare, odor of smoke	12/30/2022	60 Blue Jay Rd	34/74

Total # Incidents for 27: 5

ZONE: 31 - Dublin Boro				
2022-21015	745 - Alarm system activation, no fire - unintentional	12/03/2022	1910 Swamp Rd	34/74

Total # Incidents for 31: 1

ZONE: 47 - New Britian Boro				
2022-21232	131 - Passenger vehicle fire	12/06/2022	77 Bristol Rd	34/74
2022-21322	745 - Alarm system activation, no fire - unintentional	12/08/2022	43 Bristol Rd	34/74
2022-22781	745 - Alarm system activation, no fire - unintentional	12/27/2022	376 W Butler Ave	34/74

Total # Incidents for 47: 3

ZONE: 48 - New Britian Twp.				
2022-20984	711 - Municipal alarm system, malicious false alarm	12/02/2022	145 Liberty Ln	34/74
2022-21002	746 - Carbon monoxide detector activation, no CO	12/03/2022	22 Cedar Hill Rd	34/74
2022-21064	745 - Alarm system activation, no fire - unintentional	12/03/2022	145 Liberty Ln	34/74
2022-21311	600 - Good intent call, other	12/08/2022	108 Ashmont Way	34/74
2022-21448	324 - Motor vehicle accident with no injuries.	12/10/2022	New Galena Rd	34/74
2022-21492	743 - Smoke detector activation, no fire - unintentional	12/11/2022	1 Highpoint Dr	34/74
2022-21713	600 - Good intent call, other	12/14/2022	343 Mystic View Cir	34/74
2022-21918	745 - Alarm system activation, no fire - unintentional	12/18/2022	210 Wiltshire Dr	34/74
2022-22018	745 - Alarm system activation, no fire - unintentional	12/20/2022	4275 County Line Rd	34/74
2022-22239	111 - Building fire	12/23/2022	161 New Galena Rd	34/74
2022-22265	444 - Power line down	12/23/2022	138 Upper Stump Rd	34/74
2022-22532	522 - Water or steam leak	12/25/2022	1012 Anthem Way	34/74
2022-22655	412 - Gas leak (natural gas or LPG)	12/26/2022	555 New Galena Rd	34/74

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2022-22893	611 - Dispatched & cancelled en route	12/29/2022	101 Stewart Ln	34/74

Total # Incidents for 48: 14

ZONE: 57 - Plumstead Twp.				
2022-21016	111 - Building fire	12/03/2022	3724 Curly Hill Rd	34/74

Total # Incidents for 57: 1

ZONE: 75 - Warrington Twp.				
2022-21983	571 - Cover assignment, standby, moveup	12/20/2022	2310 Freedoms Way	34/74

Total # Incidents for 75: 1

TOTAL # INCIDENTS: 25

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



Doylestown Fire Company No. 1



Doylestown, PA

This report was generated on 1/10/2023 7:20:25 AM

Incidents for Zone for Date Range

Zone(s): 48 - New Britain Township | Start Date: 12/01/2022 | End Date: 12/31/2022

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2022 - 21015	743 - Smoke detector activation, no fire - unintentional	12/03/2022	1910 Swamp RD	E79
2022 - 21287	551 - Assist police or other governmental agency	12/07/2022	Upper State RD	FP
2022 - 21704	440 - Electrical wiring/equipment problem, other	12/14/2022	170 Chapman RD	BC19,E19
2022 - 22660	743 - Smoke detector activation, no fire - unintentional	12/26/2022	1910 swamp RD	TW79
2022 - 22692	743 - Smoke detector activation, no fire - unintentional	12/26/2022	1910 Swamp RD	TW79

Total # Incidents: 5

Only REVIEWED incidents included.





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>
2022-12474-B2	12/13/2022	409 W BUTLER AVENUE	Building	Commercial	Approved
2022-12735-B1	12/06/2022	1141 UPPER STUMP ROAD	Building	Residential	Approved
2022-12736-B2	12/13/2022	201 JULIE ROAD	Building		Approved
2022-12738-B2	12/14/2022	37 HICKORY LANE	Building		Approved
2022-12742-B1	12/21/2022	377 TOWNSHIP LINE ROAD	Building	Residential	Approved
2022-12778-B1	12/21/2022	18 TERESA LANE	Building	Residential	Approved
2022-12474-E3	12/13/2022	409 W BUTLER AVENUE	Electrical	Commercial	Approved
2022-12728-E1	12/06/2022	201 CAYUGA CIR	Electrical	Residential	Approved
2022-12735-E2	12/06/2022	1141 UPPER STUMP ROAD	Electrical	Residential	Approved
2022-12736-E3	12/13/2022	201 JULIE ROAD	Electrical		Approved
2022-12738-E3	12/14/2022	37 HICKORY LANE	Electrical		Approved
2022-12742-E2	12/21/2022	377 TOWNSHIP LINE ROAD	Electrical	Residential	Approved
2022-12770-E1	12/16/2022	100 RIDGE COURT	Electrical	Residential	Approved
2022-12778-E2	12/21/2022	18 TERESA LANE	Electrical	Residential	Approved
2022-12474-P4	12/13/2022	409 W BUTLER AVENUE	Plumbing	Commercial	Approved
2022-12742-P4	12/21/2022	377 TOWNSHIP LINE ROAD	Plumbing	Residential	Approved
2022-12772-P1	12/15/2022	519 WINDSOR COURT	Plumbing	Residential	Approved
2022-12773-P1	12/15/2022	845 LONGMEADOW COURT	Plumbing	Residential	Approved
2022-12775-P1	12/14/2022	108 GERTRUDE DRIVE	Plumbing	Residential	Approved
2022-12778-P3	12/21/2022	18 TERESA LANE	Plumbing	Residential	Approved
2022-12733-RO1	12/05/2022	W FAIRWOOD DRIVE	Road Occupancy	Commercial	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>
2022-12743-RO1	12/05/2022	204 CORNWALL DRIVE	Road Occupancy	Commercial	Approved
2022-12771-RO1	12/15/2022	63 PEACE VALLEY ROAD	Road Occupancy	Commercial	Approved
2022-12779-RO1	12/21/2022	437 CREEK ROAD	Road Occupancy	Commercial	Approved
2022-12123-UO7	12/01/2022	40 PASTURE LANE	Use & Occupancy		Closed
2022-12649-UO1	12/01/2022	119 SUFFIELD COURT	Use & Occupancy	Residential	Closed
2022-12696-UO1	12/12/2022	107 HAINES COURT	Use & Occupancy	Residential	Closed
2022-12731-UO1	12/01/2022	5 COUNTRY VIEW LANE	Use & Occupancy	Residential	Closed
2022-12740-UO1	12/08/2022	33 EDINBORO CIRCLE	Use & Occupancy	Residential	Closed
2022-12744-UO1	12/01/2022	41 PASTURE LANE	Use & Occupancy	Residential	Closed
2022-12747-UO1	12/12/2022	102 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12749-UO1	12/12/2022	721 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12750-UO1	12/12/2022	209 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12751-UO1	12/12/2022	1214 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12752-UO1	12/12/2022	318 ANTHEM WAY	Use & Occupancy	Residential	Closed
2022-12754-UO1	12/14/2022	12 MARSHALL CIRCLE	Use & Occupancy	Residential	Closed
2022-12763-UO1	12/14/2022	4104 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2022-12764-UO1	12/14/2022	7105 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2022-12783-UO1	12/21/2022	820 N LIMEKILN PIKE	Use & Occupancy	Residential	Closed
2022-12270-Z1	12/07/2022	18 CEDAR HILL ROAD	Zoning		Approved
2022-12594-Z1	12/12/2022	9 BROOK LANE	Zoning		Approved
2022-12697-Z1	12/12/2022	240 WILLOW WOOD DRIVE	Zoning	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>
2022-12717-Z1	12/07/2022	214 W FAIRWOOD DRIVE	Zoning	Residential	Approved
2022-12736-Z1	12/01/2022	201 JULIE ROAD	Zoning		Approved
2022-12738-Z1	12/01/2022	37 HICKORY LANE	Zoning		Approved
2022-12757-Z1	12/12/2022	109 CIRCLE DRIVE	Zoning		Approved
2022-12758-Z1	12/09/2022	800 MANOR DRIVE	Zoning		Approved
2022-12759-Z1	12/14/2022	55 CURLEY MILL ROAD	Zoning	Residential	Approved
2022-12760-Z1	12/14/2022	4275 COUNTY LINE ROAD	Zoning		Approved
2022-12767-Z1	12/15/2022	107 WHITE TAIL COURT	Zoning	Residential	Approved
2022-12474-M5	12/13/2022	409 W BUTLER AVENUE	Mechanical	Commercial	Approved
2022-12742-M3	12/21/2022	377 TOWNSHIP LINE ROAD	Mechanical	Residential	Approved
2022-12755-M1	12/05/2022	142 CAMBRIDGE PLACE	Mechanical	Residential	Closed
2022-12761-M1	12/06/2022	2 PATRICIA LANE	Mechanical	Residential	Closed
2022-12774-M1	12/15/2022	233 E FAIRWOOD DRIVE	Mechanical	Residential	Approved



New Britain Township Police Department

Monthly Report -

December 2022

Current Goals and Objectives:

Objective 1: Leadership Team Professional Development

Objective 2: Update and standardize policy and procedure

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

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

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

Result of Goals & Objectives:

Objective 1: Completed monthly one on ones with corporals.

Objective 2: 39% of policies complete to date.

Objective 3: Policy and PCCD requirements submitted. Presentation to BOS to purchase BWC at February 2023 meeting.

Objective 4: Directed patrols conducted in areas identified with increased number of accidents. Ended year with a 1.90% reduction as compared to 2021.

Objective 5: Shop with a cop completed. Delivered gifts to family as part of Operation Making Spirits Bright.

Significant Events:

Completed

- ◆ New police vehicle is fully operational.
- ◆ Shop with a cop.
- ◆ Making Spirits Bright.

Upcoming

- ◆ Leadership Team Meeting
- ◆ 2023 Goals and Objectives
- ◆ Part Time Police Services Clerk
- ◆ Drug Take Back April 22, 2023.



New Britain Township Police Department

Monthly Report -

December 2022

PERFORMANCE STATISTICS

PART 1 CRIMES	28 DAY		
	2022	2021	% Change
Murder	0	0	NA
Rape	0	0	NA
Robbery	0	0	NA
Aggravated Assault	0	0	NA
Burglary	0	0	NA
Theft	6	8	-25%
Auto Theft	0	1	-100%
Arson	0	0	NA
TOTALS	6	9	-33.33%

PART 2 CRIMES	28 DAY		
	2022	2021	% Change
Assaults (non-aggravated)\Harassment	1	1	0%
Fraud	1	2	-50%
Vandalism/Criminal Mischief	1	0	NA
Disorderly Conduct	0	0	NA
Drug Violations	0	1	-100%
Driving Under the Influence	0	3	-100%
Public Drunkenness	0	0	NA
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	1	0	NA
TOTALS	4	7	-42.85%

MOTOR VEHICLE ACCIDENTS	28 DAY		
	2022	2021	% Change
Total Accidents	15	23	-34.78%
Non-Reportable	8	17	-52.94%
Fatal Accidents	0	0	NA
Reportable	7	6	16.66%



New Britain Township Police Department

Monthly Report -

December 2022

PERFORMANCE STATISTICS

PART 1 CRIMES	YTD		
	2022	2021	% Change
Murder	0	0	NA
Rape	0	3	-100%
Robbery	0	0	NA
Aggravated Assault	2	2	NA
Burglary	6	2	200%
Theft	46	47	-2.12%
Auto Theft	4	2	100%
Arson	0	1	-100%
TOTALS	58	57	1.75%

PART 2 CRIMES	YTD		
	2022	2021	% Change
Assaults (non-aggravated)/Harassment	24	11	118.18%
Fraud	27	34	-20.58%
Vandalism/Criminal Mischief	9	27	-66.66%
Disorderly Conduct	2	9	-77.77%
Drug Violations	6	12	-50%
Driving Under the Influence	14	30	-53.33%
Public Drunkenness	5	3	66.66%
Weapons Offenses	3	0	NA
All Other Offenses (Except Traffic)	7	4	75%
TOTALS	97	130	-25.38%

MOTOR VEHICLE ACCIDENTS	YTD		
	2022	2021	% Change
Total Accidents	206	210	-1.90%
Non-reportable	140	147	-4.76%
Fatal Accidents	0	1	-100%
Reportable	66	63	4.76%



New Britain Township

Public Works

Departmental Report

Year: 2022

Month: December

- Drainage:** All drainage systems were checked as needed.
- Road Maint:** We continued cold patching township roadways as needed. We demoed a Falcon Asphalt Hot Box and Recycler. This machine allows you to permanently patch potholes when temperatures are cold/ below freezing. We also installed tar rings around manholes to prevent snowplow damage.



Snow/ Ice: We salted township roadways on 2 occasions due to minor winter events, and spot salted once due to single-digit temps.

Equip. Maint: We serviced all dump truck and pickup truck snow plows. All dump trucks were waxed and polished.

Twp. Property: We reinstalled the split-rail fencing along the Neshaminy Greenway Trail that was washed out from Tropical Storm Ida in 2021.



New Britain Township

Public Works

Other:

We are currently collecting data for Roadbotics, which is the pavement assessment program and will continue into 2023. We held our annual Santa House Display at the Giant Shopping Center. The new playground was installed near pavilion #2 at the rear of North Branch Park.

HOURS

Drainage:	135	Hrs.
Road Maint:	129	Hrs.
Snow/ Ice:	59	Hrs.
Street Signs:	21	Hrs.
Equipment Maint:	287	Hrs.
Township Property Maint:	291	Hrs.
Brushing:	17	Hrs.
Other:	161	Hrs.



Parks & Recreation Monthly Report

January 2023

Next P&R Meeting(s)	P&R Reorganization Meeting is on Tuesday, January 17, 2023, at 7PM.
Park & Recreation Advisory Board Openings	Township has conducted interviews. Awaiting update from the Board of Supervisors.
Santa House	The event took place on both December 9 and 10 (Friday and Saturday) from 5PM – 7PM. Choirs from C.B South and Unami performed. Chalfont Fire Co. delivered Santa at 5PM sharp. Hot chocolate and cookie were served. 230 pounds of non-perishable donations were accepted by the New Britain Food Pantry along with \$347 in monetary donations.
Parks: North Branch	Playground equipment has successfully been installed. Benches, ADA accessibility and final landscaping will be completed as weather permits.
Parks: Pheasant Run	Post was installed on November 21 st . Free Little Library final installation is currently scheduled for January 2023.